

RECEIVED

Feb 21 2024

SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable George M. McFaddin, Jr.
Circuit Court Judge

Appellate Case No.: 2023-001043

Megan Scott,

Appellant,

v.

Estate of Jonathan Bruner,

Respondent.

RECORD ON APPEAL

Jesse Sanchez, Esquire
The Law Office of Jesse Sanchez, LLC
751 Johnnie Dodds Boulevard, Suite 200
Mount Pleasant, South Carolina 29401
(843) 814-8181

And

Jason Scott Stevens, Esquire
The Law Office of Jason S. Stevens, LLC
215 East Bay Street, Suite 500-H
Charleston, South Carolina 29401
(843) 789-3620

Attorneys for Appellant Megan Scott

Edward R. "Ted" Corvey, III, Esquire
Kyra A. McMillan, Esquire
Corvey Law Firm, LLC
815 Savannah Highway, Suite 201
Charleston, South Carolina 29407

*Attorneys for Respondent
Estate of Jonathan Bruner*

INDEX

I. Circuit Court Orders

1. Order on Appeal from Final Order of Magistrate, filed June 27, 2023.....1
2. Order denying Appellant’s Petition for Emergency Order of Supersedeas,
filed July 5, 2023.....9

II. Magistrates’ Return

3. Magistrates’ Return of Civil Appeal, with all Exhibits, and all Sub-Exhibits and
Attachments, filed February 7, 2023.....12
- Exhibit 1 – Complaint and Affidavit to Recover Personal Property
(Claim and Delivery Action), filed May 18, 2022.....15
- Exhibit 2 – Claim and Delivery Petition and Order of Seizure
for Immediate Delivery of Property, served May 21, 2022.....27
- Exhibit 3 – Answer, Affidavit of Defendant and/or in the Alternative
Request for Post-Seizure Hearing, filed May 25, 2022.....29
- Exhibit 4 – Bond Undertaking and Order, filed May 25, 2022.....37
- Exhibit 5 – Final Order of Divorce of Jonathan Bruner,
filed April 4, 2022.....40
- Exhibit 6 – West Ashley Veterinary Clinic
New Client Form and Veterinary Records.....43
- Exhibit 7 – Magistrate Court Order, dated July 6, 2022.....56
- Exhibit 8 – Motion to Alter or Amend Judgment or in the alternative, Motion for
Reconsideration and Motion to Stay Judgment Pending Appeal,
filed July 7, 2022.....66
- Exhibit 9 – Plaintiff’s Memorandum in Opposition to Defendant’s Motion to Alter or
Amend, filed July 19, 2022.....74
- Exhibit 10 – Memorandum in Support of Defendant’s Motion to Alter or Amend or in the
Alternative Reconsider and Reply to Plaintiff’s Memorandum in
Opposition.....83
- Exhibit 11 – Magistrate Court Amended Order in Response to Motion to Amend
Judgment, dated July 22, 2022.....89

Exhibit 12 – Notice of Appeal from Magistrate Court, filed August 22, 2022.....	92
Exhibit 13 – Respondent’s Motion to Dismiss, filed December 12, 2022.....	94
Exhibit 14 – Notice of Motion Scheduling, dated January 20, 2023.....	99
Exhibit 15 – Petition for Writ of Mandamus and Request for Sua Sponte Relief, filed January 27, 2023.....	101
Exhibit 16 – Affidavit of Megan Scott, filed January 31, 2023.....	106
Exhibit 17 – Memorandum of Law in Opposition to Motion to Dismiss, filed February 1, 2023.....	111
Exhibit 18 – Email from Judge Ellen Steinberg, dated February 6, 2023.....	117
Exhibit 19 – Email from Chief Magistrate Joanna Elizabeth Summey, dated January 31, 2023.....	118

III. Circuit Court Pleadings

4. Appellant’s Brief in Support of Appeal, filed March 31, 2023.....	121
5. Respondent’s Brief in Opposition to Appeal, filed April 14, 2023.....	130
6. Appellant’s Reply to Respondent’s Brief in Opposition, filed April 20, 2023.....	157
7. Notice of Appeal, filed June 27, 2023.....	178

IV. Circuit Court Motions, Memoranda, and other Items

8. Hearing Notice from Charleston County Clerk of Court, dated March 7, 2023.....	188
9. Appellant’s Petition for Emergency Order of Supersedeas, filed June 27, 2023.....	189
10. Respondent’s Memorandum in Opposition to Petition for Supersedeas, filed July 3, 2023.....	199
11. Appellant’s Reply to Respondent’s Memorandum in Opposition, filed July 3, 2023....	204

V. Appellate Motions, Memoranda, and other Filings

12. Appellant’s Emergency Petition to Court of Appeals for Ex Parte Order of Supersedeas, filed July 5, 2023.....	207
--	-----

13. Respondent’s Return to Appellant’s Emergency Petition for Supersedeas, filed July 6, 2023.....	231
14. Appellant’s Reply to Respondent’s Return to Emergency Petition for Supersedeas, filed July 7, 2023.....	237
15. Appellant’s Letter to Court of Appeals w/ Proof of Appeal Bond, dated July 7, 2023.....	242
VI. <u>Appellate Court Orders</u>	
16. Order granting Appellant’s Petition for Supersedeas, filed July 7, 2023.....	246
VII. <u>Transcripts</u>	
17. Hearing Transcript of Circuit Court proceeding, dated April 5, 2023.....	248
VIII. <u>Certificate of Counsel</u>.....	267

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NUMBER: 2022CP1003843
Megan Scott,	)	
	)	
APPELLANT,	)	ORDER ON APPEAL OF FINAL
	)	ORDER FROM MAGISTRATE
VS.	)	
	)	
Estate Of Jonathan Bruner,	)	
	)	
RESPONDENT.	)	
_____	)	

DATE OF HEARING:	April 5, 2023
PRESIDING JUDGE:	The Honorable George M. McFaddin, Jr.
APPELLANT'S COUNSEL:	Jesse Sanchez
RESPONDENT'S COUNSEL:	Edward R. Corvey, III

THIS MATTER CAME BEFORE THE COURT on the above date for a hearing on Appellant Megan Scott's Appeal of the Final Order issued on July 20, 2022, filed under Civil Case Number 2022CV1010900773. This court has jurisdiction over the parties and the subject matter herein. Appearances at this hearing were as listed above.

FACTUAL AND PROCEDURAL HISTORY

On May 18, 2022, the Estate of Jonathan Bruner filed an action to recover personal property in Charleston County Magistrate's Court. Specifically, the Estate of Jonathan Bruner sought to recover the Decedent's one-year old Golden Doodle, Evie, from his girlfriend, the Appellant. Evie was purchased by the Decedent when he was married to his ex-wife and was awarded to him via equitable division of property in their divorce. When the Respondents attempted to obtain Evie, Appellant subsequently refused to turn her over to the Executor of Decedent's Estate.

A trial was held in Charleston County Magistrate's Court on July 16, 2022, and the Court granted the Respondent's Claim for Delivery of Evie and ordered that Appellant relinquish custody of Evie within three days of the Order which was issued on July 6, 2022.

On July 7, 2022, in response to the Magistrate's Court Order granting possession of Evie to Respondents, Appellant filed a motion for reconsideration with the Magistrate Court. Appellant's motion for reconsideration was heard by the magistrate court on July 20, 2022. The Magistrate Court issued an amended Order still granting possession of Evie to Respondents.

On August 22, 2022, a Notice of Appeal was filed by the appellant. For several months after the filing of the initial Notice of Appeal the original record had not been transmitted to the Clerk of Court nor had a motion to extend the time to prepare the certified record been filed.

On December 12, 2022, Respondents filed a Motion to Dismiss this appeal pursuant to Rule 41 SCRPC. At the time of the filing of the motion, the Appellant had not sought a Writ of Mandamus to compel the magistrate to certify and file the original record with the Circuit Court. Subsequently, on January 27, 2023, the Appellant filed a petition for Writ of Mandamus. Upon transmittal to the Magistrate, they took the appropriate steps to certify the original record. The Motion to Dismiss was heard on February 9, 2023. Given that, at that point, the original record was certified and submitted to the Circuit Court by the Magistrate, the motion was denied. The Court then attempted to move forward with hearing the Appeal at that time. While counsel for both parties conceded that they were unaware that the Court intended to hear the Appeal that day, Counsel for Respondents advised the Court that they were prepared to move forward. However, Counsel for Appellant requested a continuance to further prepare and the Court continued this hearing to the next term of Court.

Subsequently, Appellant obtained new counsel. Her current attorney of record filed a Notice of Appearance in this matter on March 31, 2023. Also on March 31, 2023, counsel for Appellant filed a Brief of Appellant in support of appeal.

At this hearing, Counsel for Respondents objected to the submission of this brief. Counsel for Respondents detailed that this was submitted within days of the hearing, that they did not have appropriate time to respond, and that further they did not believe the submission was appropriate given that the brief contained arguments and raised issues outside the scope of the Initial Notice of Appeal. Counsel for Respondents further requested that, if the Court was inclined to consider the brief, that Respondents would like an opportunity to submit a brief in response. Accordingly, Respondents were granted ten (10) days from the date of the hearing to submit the same.

On April 14, 2023, Respondents submitted their Brief of Respondents in Opposition to Appeal to the Court. On that same day, Counsel for Appellants requested that they be allowed to submit a short reply in response to Respondents' Brief. On April 17, 2023, the Court advised that Appellant were allowed to submit a reply by April 20, 2023. A reply brief was submitted by Appellant on that date.

On April 21, 2023 Counsel for Respondents filed a Motion to Strike all briefs which were submitted pertaining to the appeal from the record.

The decision in this case follows and was based upon the entirety of the submissions presented to the Court as they pertain to this appeal.

STANDARD OF REVIEW

The standard of review to be applied by a Circuit Court in an appeal of a magistrate's judgment is prescribed by Section 18-7-170 of the South Carolina Code of Laws, 1976. *Burns v. Wannamaker*, 281 S.C. 352, 357, 315 S.E.2d 179, 182 (Ct. App. 1984).

§18-7-170, South Carolina Code of Law Ann, provides that “upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.”

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW THEREFORE having reviewed the file in this matter and carefully considering the submissions of the party and arguments of respective counsel, I make the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. This Court considered all submissions made in connection with this appeal, to include the Brief of Appellant in Support of Appeal filed March 31, 2022, the Brief of Respondents in Opposition to Appeal filed April 14, 2022 and Appellant’s Reply Brief filed April 20, 2023.
3. This Court finds that the evidence does not support Appellant’s claim that the Decedent gifted or otherwise transferred co-ownership of the subject dog and property at issue, Evie, prior to his passing.
4. This Court specifically finds that two things considered by the Magistrate Court was in error during the original trial by admitting evidence and testimony proffered by the Appellant which constitute impermissible hearsay. The Magistrate Court allowed the submission testimony and evidence by the Appellant, over counsel for Respondent’s contemporaneous objections, which make this issue proper for review. First, the “New Client” document which Appellant contends is proof that the Decedent gifted or otherwise transferred co-ownership of the subject dog and property at issue, Evie, should not have

been admitted or considered by the Magistrate Court. Second, testimony from Appellant at the trial regarding conversation she had with the Decedent prior to his death regarding ownership of the subject dog and property at issue, Evie, should not have been admitted or considered by the Magistrate Court. In both instances, the Magistrate Court erred in allowing the admission of the evidence and testimony as both constitute impermissible hearsay pursuant to South Carolina Rule of Evidence 804 as Decedent was an unavailable witness and there was no exception which could be applied to permit the evidence and testimony into the record. Had the New Client document and Appellant's testimony been properly excluded by the trial court there would be no facts in the record which could stand to support Respondent's ownership claim of Evie, thus, rendering her claim(s) meritless.

5. This Court finds that the Magistrate Court correctly ruled that Respondents are entitled to sole, exclusive title and possession of the subject dog and property at issue, Evie.
6. This Court finds that the Magistrate Court correctly ruled that there is no provision of South Carolina law that grants ownership and/or possessory rights of the personal property of their partner to unmarried romantic partners.
7. This Court finds that the Magistrate Court correctly ruled that as the Decedent died intestate, S.C. Code Ann. § 62-2-103 dictates the distribution of Decedent's estate and personal property.
8. This Court finds that the Magistrate Court correctly ruled Pursuant to S.C. Code Ann. § 62-2-103 (2) that the Decedent's father and Respondent, Gary Bruner, is the sole heir to Decedent's estate.
9. This Court finds that the Magistrate Court correctly ruled that, as the as the sole heir to Decedent's estate, Respondent Gary Bruner is entitled to recover and come into the

possession of all assets of his son's estate which will include the personal property of the Decedent which he possessed and solely owned at the time of his death, to include the Decedent's dog Evie.

10. This Court finds that the Magistrate Court did not abuse its discretion in failing to conclude that ownership of the subject dog and property at issue, Evie, automatically transfer to Appellant upon Decedent's death.
11. This Court affirms the Magistrate Court's ruling and Final Order and further finds that this ruling concludes the appeal of the Magistrate Court's July 20, 2022, Final Order.
12. Evie shall be transferred within 10 (ten) days of the filing of this Order to the custody and control of Respondents. If an extension of this transfer is to be granted, it must be done so in writing as a separate order of this Court.

IT IS, THEREFORE,

ORDERED, ADJUED AND DECREED that the Magistrate Court's ruling and July 20, 2022, Final Order is AFFIRMED.

ORDERED, ADJUED AND DECREED that the Magistrate Court did not abuse its discretion in failing to conclude that ownership of the subject dog and property at issue, Evie, automatically transfer to Appellant upon Decedent's death.

ORDERED, ADJUED AND DECREED that Respondents are entitled to sole, exclusive title and possession of the subject dog and property at issue, Evie.

ORDERED, ADJUED AND DECREED that Appellant, Megan Scott, shall relinquish custody of Evie, within ten (10) days of the issuance of this Order. Counsel for both Appellant and Respondents shall make the appropriate arrangements for Evie's physical transfer from Appellant to Respondents or their designee.

ORDERED, ADJUED AND DECREED that any and all law enforcement, animal control, or other applicable governmental agencies shall take the necessary actions in accordance with this Court's Order to effectuate Respondent's rights as sole legal owner of Evie subject dog and property at issue, Evie, should not have been admitted or considered by the Magistrate Court..

AND IT IS SO ORDERED!

Hon. George McFaddin, Jr.
Presiding Judge, Court of Common Pleas
Ninth Judicial Circuit

_____, 2023

_____, South Carolina



Charleston Common Pleas

Case Caption: Megan Scott VS Jonathan Bruner , defendant, et al

Case Number: 2022CP1003843

Type: Order/Judgment and Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2023-06-27 12:16:48 page 8 of 8

ELECTRONICALLY FILED - 2023 Jun 27 2:36 PM - CHARLESTON - COMMON PLEAS - CASE#2022CP1003843

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP1003843

Megan Scott
PLAINTIFF(S)

Jonathan Bruner et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The Appellant's emergency petition for an order of supersedeas asking this court to stay its order on appeal is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/05/2023 .

Case Party Info Protected

Jonathan Bruner for Jonathan Bruner
Jonathan Bruner Estate for Jonathan Bruner Estate
Jonathan Bruner Estate for Jonathan Bruner Estate
Jonathan Bruner for Jonathan Bruner

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Megan Scott VS Jonathan Bruner , defendant, et al

Case Number: 2022CP1003843

Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2023-07-05 13:09:27 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CIVIL ACTION NO 2022CP1003843
	)	MAGISTRATE CASE #2022CV1010900773
ESTATE OF JONATHAN BRUNER	)	
PLAINTIFF/RESPONDENT	)	
VS	)	MAGISTRATE'S RETURN OF CIVIL APPEAL
MEGAN SCOTT	)	
DEFENDANT/APPELANT	)	

2023 FEB -7 PM 12:55
 J. ARISTIDE
 CLERK OF COURT

THIS MATTER came before the Court upon Plaintiff, The Estate of Jonathan Bruner and the Personal Representative of the Estate of Jonathan Bruner, Gary Bruner's, (hereinafter referred to collectively as "Plaintiff") Complaint and Affidavit to Recover Personal Property from Defendant Megan Scott (hereinafter referred to as "Defendant").

Edward R. Corvey, III, Esq. on behalf of Gary Bruner.

Jason S. Stevens, Esq. on behalf of Megan Scott.

Plaintiff filed a Claim and Delivery action for possession of the personal property, known as "Evie"/ a dog on May 18, 2022. (Exhibit 1)

Defendant was served with the Claim and Delivery Petition and an Order of Seizure for Immediate Delivery of Property on May 21, 2022. (Exhibit 2) Defendant did not have possession of the dog at the time of service, so seizure was not accomplished.

Defendant filed her Answer, Affidavit of Defendant and/or in the alternative Request for Post-Seizure Hearing on May 25, 2022. (Exhibit 3) The Defendant supplied the Court with a bond of \$3,000.00, double the value of the property pursuant to S.C. Code Ann. Sec. 22-3-1440. (Exhibit 4) At that hearing the Court awarded possession of the property to Defendant pending trial or settlement negotiations.

The trial was held on July 16, 2022. Prior to trial, a pre-trial hearing was held with the attorneys in chambers that included the Plaintiff's probate attorney. This Court held it had jurisdiction to hear this case. The pre-trial hearing proceeded with a finding of fact and conclusion of law by the Court that all interested or potentially interested parties were present, and the parties' divorce decree, which stated that no marital property existed at the time of the divorce on April 4, 2022, and extinguished any right or interest in the property that the Ex-Wife may have had. (Exhibit 5)

Both parties presented evidence at the trial. The Court heard and considered the testimony of Plaintiff's witnesses, (1) Gary Bruner and (2) Aldwin Roman. The Court heard and considered the testimony of Defendant's witnesses: (1) Practice Manager of the West Ashley Veterinary Clinic, and (2) Megan Scott. (Exhibit 6, evidence from trial)

This Court ruled on July 6, 2022, that Plaintiff's Claim for Delivery of Evie/dog is granted. (Exhibit 7)

Defendant filed a Motion to Alter or Amend Judgement or in the Alternative Motion of Reconsideration and Motion to Stay Judgement Pending Appeal on July 7, 2022. (Exhibit 8)

Plaintiff responded to Defendant's Motion on July 19, 2022, and filed Plaintiff's Memorandum In Opposition to Defendant's Motion to Amend Judgement or In the Alternative For Reconsideration. (Exhibit 9)

Defendant responded to Plaintiff's Memorandum on July 20, 2022, and filed Memorandum In Support of Defendant's Motion to Alter or Amend or In the Alternative Reconsider and Reply to Plaintiff's Memorandum in Opposition. (Exhibit 10)

The Court heard this Motion on July 20, 2022, and issued further Findings of Fact in response to Defendant's Motion and Plaintiff's Memorandum that are incorporated into the Order of this Court, and found for the Plaintiff, The Estate of Jonathan Bruner, and Gary Bruner as Personal Representative of the Estate of Jonathan Bruner's Claim and Delivery of Evie/dog is granted. (Exhibit 11)

The Court further Ordered the possession of the property is stayed pending appeal on this matter, as provided for in SCRPC 62(d).

Defendant filed a Notice to Appeal on August 22, 2022. (Exhibit 12)

Plaintiff filed a Motion in Common Pleas to Dismiss Pursuant to Rule 41, SCRPC on December 12, 2022. (Exhibit 13)

The Court of Common Pleas, on January 20, 2023, set a hearing on the Motion to Dismiss for February 9, 2023, at 11:30AM. (Exhibit 14)

Defendant filed a Petition for Writ of Mandamus and Request for Sua Sponte Relief on January 27, 2023. The Certificate of Service was sent to The Honorable Ellen S. Steinberg, West Ashley Magistrate Court. (Exhibit 15)

Defendant filed a copy of the Affidavit of Megan Scott and the Certificate of Service on January 27, 2023, to the Honorable Joanna Summey, West Ashley Magistrate Court. (Exhibit 16)

Defendant filed a copy of the Memorandum of Law in Opposition to Appellee's Motion to Dismiss and the Certificate of Service on February 1, 2023, to the Honorable Joanna Summey, West Ashley Magistrate Court. (Exhibit 17)

I, Ellen S. Steinberg left the West Ashley Magistrate Court on August 5, 2022. On August 12, 2022, I started a new position as Director of the Charleston County Criminal Justice Coordinating Council.

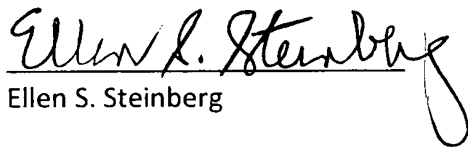
On August 19, 2022, Chief Magistrate Joanna Summey took over my email account from the West Ashley Magistrate Court. I have not had access to any emails sent to that email account unless Judge Summey forwarded them to my new county email address.

Kindly note that all emails sent to my former email address were, and continue to be returned to sender with my new county email address and a note advising all judicial communications be sent to the attention of Chief Judge Joanna Summey at: jsummey@charlestoncounty.org (Exhibit 18)

I had no knowledge of any motions filed in this case until I received an email from Judge Summey on January 31, 2023. (Exhibit 19) Attached to that email was Defendant's Petition for Writ of Mandamus and Request for Sua Sponte Relief.

Furthermore, in the Defendant Megan Scott's Affidavit (Exhibit 16), it is incorrectly stated that I was served with the Notice of Appeal. At no point between my leaving the bench on August 5, 2022, and receiving an email from Judge Summey on January 31, 2023, was I aware of a pending appeal in this matter.

Respectfully submitted,


Ellen S. Steinberg

February 7, 2023
Charleston, South Carolina

COUNTY OF CHARLESTON

2022CV1010900773
CIVIL CASE NUMBERIN THE MAGISTRATE'S COURT
COMPLAINT AND AFFIDAVIT
TO RECOVER
PERSONAL PROPERTY

Estate of Jonathan Bruner

Corvey Law Firm, LLC, Attn: Edward Corvey, 815 Savannah Highway,
Suite 201, Charleston, South Carolina 29407.

PLAINTIFF(S)

Megan Scott

45 Sycamore Ave Apt. 427, Charleston, South Carolina 29047.

DEFENDANT(S)

Plaintiffs, Ellen and Gary Bruner, personally appearing before me, who being duly sworn, states the following:

1. The plaintiff is the owner, or is entitled to possession, of the property described below: (Give detailed description of each item):

Dog (Evie), approx. one (1) year-old golden-doodle canine, with a red coat weighing approximately 70 pounds. Located within Charleston County at 45 Sycamore Ave. Apt. 427, Charleston, South Carolina 29407.

2. The property described above is being wrongfully withheld by the defendant(s) above named.

3. To the best knowledge of the plaintiff, the property is being withheld by the defendant(s) because:
See attached affidavit and corresponding exhibits.

4. The property has not been taken for any tax, fine or assessment pursuant to statute, or seized by virtue of an execution or attachment against the property or, if so seized; it is exempt from such seizure by statute.

5. The actual value of the above-described property is: (Itemize and give total if more than one item involved.)

*TOTAL \$ 1,500.00

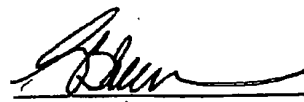
PLAINTIFF ASKS THE COURT:

To grant a judgment for permanent possession of the property and if return cannot be had for a monetary judgment for the value of the property listed above plus punitive damages for the wrongful withholding plus the costs of this action.

Sworn to and subscribed before me,

This 16 day of May, 2022

Magistrate or Notary Public for South Carolina
My Commission expires: 02/02/2031



Gary Bruner, Personal Representative of Estate of
Jonathan Bruner.

(843) 625-8600

Telephone Number

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Estate of Jonathan Bruner,

PLAINTIFF(S)

VS.

Megan Scott,

DEFENDANT(S)

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT AND CLAIM
FOR IMMEDIATE
DELIVERY OF PROPERTY
(CLAIM AND DELIVERY)

Plaintiff, Gary Bruner, Personal Representative of the Estate of Jonathan Bruner,
personally appearing before me:

- ☒ a. States that the property in the possession of Megan Scott, Defendant, described as:
Evie, a one (1) year old Golden Doodle Canine weighing approximately seventy (70)
pounds.

is believed to be in immediate danger of destruction or concealment because of the following
facts:

See Attached Affidavit and Corresponding Exhibits.

-OR-

- ☐ b. states that the defendant, has in writing by contract or separate written instrument
voluntarily, intelligently and knowingly waived his right to a hearing prior to the repossession of
the property in the defendant's possession described:

Plaintiff further states that the waiver is conspicuously displayed in the contract on
separate written instrument and includes the wording "Waiver of hearing prior to immediate
possession".

The plaintiff, because of the above information requests the immediate claim and
delivery of the property described above.

Sworn to before me

this 16 day of May, 2022

Magistrate or Notary Public for South Carolina

My Commission expires

02/02/2031

PLAINTIFF (or his attorney)

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE COURT
	)	
COUNTY OF CHARLESTON	)	CASE NO.: _____
	)	
Estate of Jonathan Bruner,	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
Megan Scott,	)	AFFIDAVIT OF GARY BRUNER
Defendant.	)	
_____	)	

PERSONALLY APPEARED before me: Gary Bruner who being duly sworn deposes and says:

1. I am Gary Bruner and I am the Personal Representative of my deceased son, Jonathan Bruner's estate. I am of sound mind and body to provide this affidavit and do so of my own free will and I am attesting to facts within my own personal knowledge.

2. My son unexpectedly passed away on May 5, 2022. In response, our family has travelled to the Charleston area to attend to my son's remaining affairs including his dog Evie.

3. Evie was purchased by my son and his ex-wife, Clara Bruner, on or about May 30, 2021 for \$1,500.00 which is the value we subscribe to her. Evie is a just over one (1) year old golden doodle breed and has a red coat. She weighs approximately seventy (70) pounds. See **Exhibit A** – Evie Sales Contract.

4. My son and his ex-wife Clara were amicably and legally divorced on April 4, 2022. Throughout their divorce proceedings Clara and our son still "co-parented" Evie and their second dog although Evie was to remain in Jonathan's primary physical custody following the divorce. Further, they had discussed and planned for Evie to remain with the other should anything happen to either one of them. Further, if anything happened to both of them they intended for the dogs to be left to Jonathan's nephew.

5. Indeed, on Evie's microchip information Clara is still the registered owner and who would be contacted first if Evie were to go missing or otherwise be found by law enforcement, animal control, or any veterinarians office. See **Exhibit B** – Evie Microchip Information.

6. In the last few months of my son's life he began dating a new woman named Megan Scott while he and his ex-wife's divorce proceedings were being finalized. Upon information and belief, Jonathan and Ms. Scott began cohabitating together with Evie in last month or two prior to his passing. Given that, we reached out to

Ms. Scott to try and collect his remaining belongings in their apartment including Evie.

7. We are trying to tend to our Son's affairs because he died intestate without children and thus my wife Ellen and I are Jonathan's closing surviving blood relatives and thus will inherit all property in his estate under South Carolina Law. Specifically, South Carolina Code § 62-2-103 (2).

8. We have made several efforts, to try and recover Evie from Ms. Scott, including an in-person meeting with her at their apartment where she has refused to give Evie to us. During our meeting she made several verbal references that she may move with Evie or go elsewhere outside of Charleston or even South Carolina. Given her currently emotional state due to our son's passing, and our efforts to recover Evie we are deeply concerned that she may move away or otherwise take efforts to conceal Evie and make it impossible for us to bring a civil or other action to recover Evie. Given our concerns, we are seeking immediate dispossession of Evie from Ms. Scott until a hearing can be held. Ultimately, we wish to recover Evie because legally she has become our possession as a result of our Son's passing, but predominantly as a lasting memory of our late son.

9. I do not understand why Ms. Scott is doing this. Following the death of my son, many members of our family reached out the Ms. Scott in an effort to retrieve Evie, as she is the last piece of our son that we have left. Ms. Scott is adamant that Evie has been left to her care by my son, however there are no documents nor any indication from Jonathan prior to his death that he wished for Evie to stay in Ms. Scott's custody.

10. In fact, every outward indication that we are aware of is that Jonathan and Clara planned for both of their dogs including Evie to be given to our family should anything happen to either of them. Clara is in full support of Evie remaining in our care as a last memory of Jonathon.

11. Venue is proper in Charleston County because despite my residence being outside of Charleston County, we have been informed that Evie is located at Ms. Scott's apartment in Charleston County. Evie is located at 45 Sycamore Drive, Apt. 427, Charleston, SC 29407.

12. Evie was not taken for any tax, fine, or assessment, or seized by an action of execution or attachment against me.

13. Evie became a member of my Son, Jonathan Bruner's, just over a year ago and at that moment she became is invaluable member of our entire family to us as we are to her. She purchased by my son and his ex-wife for \$1500.00 and thus we value her at \$1,500.00. As such, we have obtained the appropriate surety in the amount of \$3,000.00 for her immediate dispossession by the Sheriff's Office. *See Exhibit C – Surety Bond Undertaking.*

I certify, by my signature below, that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.

Signed: 
Gary Bruner, Personal Representative
Estate of Jonathan Bruner

Date: 5/16/2022

Sworn Before Me This 16 Day of May, 2022

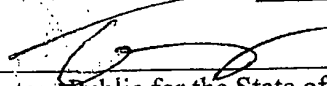

Notary Public for the State of South Carolina
My Commission Expires: 02/02/2022

Exhibit A

Waggly Retrievers
5006 W Liberty Meadows Dr
Summerville SC 29485
Receipt of Purchase

Goldendoodle Puppy Purchase
Purchase Price \$1200

Purchaser: Clara Alba Bruner
Seller: Jessica Jordan, owner of Waggly Retrievers

Deposit of \$350 received on May 28, 2021
Balance of \$1,150 received on May 30, 2021

Puppy is sired by Luk, AKC registered Golden Retriever and Dame Maggie, an F2 Goldendoodle. Dame and Sire both owned by Jessica Jordan of Waggly Retrievers

Clara was approved for puppy purchase/adoption on May 28, 2021 at which time a deposit was made and puppy selected.
A Red female Goldendoodle puppy purchased on May 30, 2021 was picked up and balance paid in full By Clara Alba Bruner from Jessica Jordan, owner of Waggly Retrievers.

Ownership rights of the puppy were transferred to Clara (purchaser) at time of pickup on May 30, 2021.

Jessica Jordan 5/30/2021
Waggly Retrievers
843-925-7427

Exhibit B

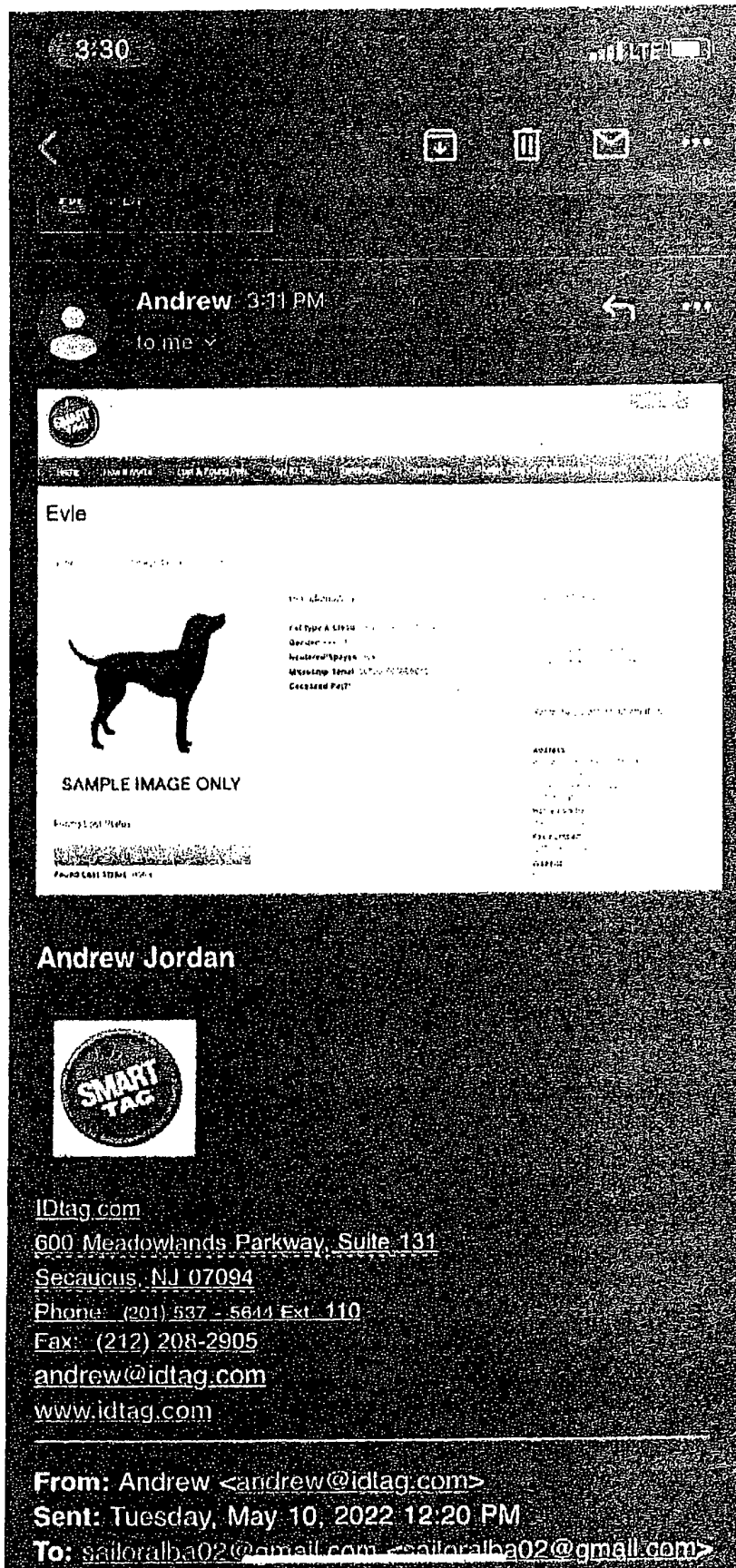


Exhibit C



Liberty Mutual Surety
Attention: LMS Claims
P.O. Box 34526
Seattle, WA 98124
Phone: 206-473-6210
Fax: 866-548-6837
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

Bond 999180879

IN THE West Ashley Magistrate

COURT

Court County: Charleston

Gary Louis Bruner

Plaintiff

No.: TBD

VS.

Megan Scott

} PLAINTIFF'S BOND IN REPLEVIN

Defendant

KNOW ALL BY THESE PRESENTS, That we, Gary Louis Bruner

, as Principal,
and The Ohio Casualty Insurance Company, a New Hampshire corporation, as Surety, undertake and are
bound unto the Defendant Megan Scott

in the sum of
Three Thousand Dollars And Zero Cents

(\$3,000.00) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors and administrators.

Signed, sealed and dated this 17th day of May, 2022.

THE CONDITION OF THE ABOVE OBLIGATION IS, That WHEREAS, an action of replevin has been commenced in the
West Ashley Magistrate

Court Charleston County, State of South Carolina, by Gary Louis Bruner
, as Plaintiff(s), against Megan Scott, Defendant(s),

claiming the possession of certain personal property valued at Three Thousand Dollars And Zero Cents
Dollars (\$3,000.00), as set forth in the affidavit of
Plaintiff(s) filed in said cause.

NOW, THEREFORE, if the said Principal shall prosecute said action with effect and without delay, and return all property that may be
adjudged to be returned to the Defendant(s), or, in default of such delivery, pay to the Defendant(s) the assessed value of the property, and
all the damages that may accrue by reason of the taking and detention thereof, and all costs that may accrue in this action, then this
obligation is to be void; otherwise to remain in full force.

Gary Louis Bruner

Principal

Sworn to and subscribed before me at
Charleston County, South Carolina
this 17 day of May 2022

Notary Public South Carolina
My Commission expires: 06/21/23



The Ohio Casualty Insurance Company

By: Timothy A. Mikolajewski
Timothy A. Mikolajewski

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: Gary Louis Bruner

Bond Number: 999180879

Agency Name: Surety Bonds Agent, LLC

Obligee: West Ashley Magistrate

Bond Amount: (\$3,000.00) Three Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 17th day of May, 2022.



By:
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF SOUTH CAROLINA

2022CV1010900773

CIVIL CASE NUMBER

COUNTY OF CHARLESTON

IN THE MAGISTRATE'S COURT
ORDER OF SEIZURE
FOR IMMEDIATE DELIVERY
(OWNERSHIP CLAIMED)

Estate Of Jonathan Bruner
5308 Lochmore Ave
Las Vegas, NV 89130

PLAINTIFF(S)

Vs

Megan Scott
45 Sycamore Ave., Apt 427
Charleston, SC 29407

DEFENDANT(S)

TO THE SHERIFF/DEPUTY/CONSTABLE OF CHARLESTON COUNTY:

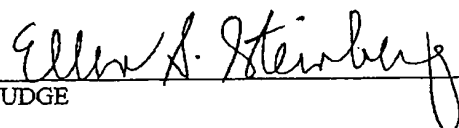
Plaintiff, Estate Of Jonathan Bruner has appeared before this Court and filed an action to recover possession of personal property claiming Ownership as a basis for the recovery.

Based on credible facts in an Affidavit of Destruction or Concealment, Plaintiff is entitled to have the personal property immediately seized and held in protective custody pending a further Order of this Court. See attached Affidavit.

IT IS THEREFORE ORDERED:

1. The Sheriff/Deputy/Constable shall take immediate possession of the personal property described as:
1 Dog (Evie) a one year golden doodle weighing approximately 70 pounds
located at 45 Sycamore Ave., Apt 427 Charleston, SC 29407.
2. Plaintiff, at his/her own expense, shall provide for the removal and storage of the property under the supervision and direction of the sheriff/deputy/constable who shall retain protective custody and possession of the property pending further Order of this Court.
3. At the time of the seizure of the property the sheriff/deputy/constable shall personally serve upon the Defendant(s) a copy of this Order along with a copy of the Summons, Complaint, Affidavit, Bond and Notice of Right to Except to Sureties and to Post Bond to Regain Possession.
4. The sheriff/deputy/constable shall make a Return of Service of this Order as soon as possible to this Court with information about the storage, location and security of the property seized.

May 20, 2022


JUDGE

RETURN BY SHERIFF/DEPUTY/CONSTABLE TO COURT CONCERNING EXECUTION OF THIS ORDER:

On _____ I, sheriff/deputy/constable of Charleston County directed the seizure of the personal property described above. This property is now stored at : _____

Sheriff/Deputy/Constable

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

2022CV1010900773
CIVIL CASE NUMBER
IN THE MAGISTRATE'S COURT
AFFIDAVIT OF SERVICE

Estate Of Jonathan Bruner
5308 Lochmore Ave
Las Vegas, NV 89130

PLAINTIFF(S)

Vs

Megan Scott
45 Sycamore Ave., Apt 427
Charleston, SC 29407

DEFENDANT(S)

PERSONALLY PREPARED BEFORE ME, the undersigned deponent, who being duly sworn

says that (s)he served the Claim/Delivery Immediate in this action

on Megan Scott by delivery to

☒ Megan Scott personally;

☐ the of the party served,

and a person of discretion residing at the residence of the party served;

☐ the of

and leaving with ☐ (him) ☒ (her) a copy at

in Charleston Charleston County, South Carolina,

on May 21, 2022 at 12:30 p.m. o'clock

that deponent knows the person so served, and that deponent is not a party of this action, is not less than eighteen (18) years of age and has no interest therein or connection therewith.

☐ Unable to locate and serve the above process on the defendant after diligent efforts to do so. The process is returned unexecuted.

Sworn to and Subscribed before me

this 21 day of May, 2022

Signature of Deponent

Notary Public for South Carolina

My Commission expires

3/30/2028

Entered in the Sheriff's Service Book on
Book _____ Page _____ Number _____

Return to:

West Ashley Magistrate
1720 Sam Rittenberg Blvd., Unit 11
P. O. Box 31861
Charleston, SC 29407
Phone: (843) 766-6531
Fax: (843) 571-4751

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Estate of Jonathan Bruner)
5308 Lonchmore Avenue)
Las Vegas, Nevada 89130)
Plaintiff,)

Vs)

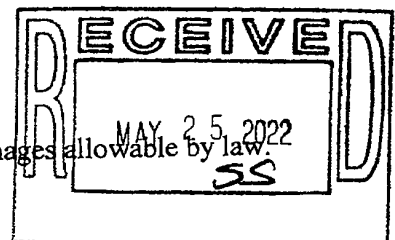
Megan Scott)
45 Sycamore Avenue, Apt 427)
Charleston, SC 29407)
Defendant.)2022CV1010900773
CIVIL CASE NUMBER
IN THE MAGISTRATE COURT**ANSWER, AFFIDAVIT OF DEFENDANT
AND/OR IN THE ALTERNATIVE
REQUEST FOR
POST-SEIZURE HEARING****TO EDWARD COVEY, ATTORNEY FOR ESTATE OF JONATHAN BRUNER:**

Defendant, Megan Scott (hereinafter referred to as "Defendant", personally appearing before me, who being duly sworn, and through her undersigned counsel, hereby, if necessary, requests a Post-Seizure Hearing, and responds to Plaintiff, The Estate of Jonathan Bruner and Gary Bruner, as Personal Representative for the Estate of Jonathan Bruner as follows:

1. Defendant denies the allegations of Paragraph 1. Defendant further avers that she is the owner of the Dog "Evie," and made misrepresented to gain immediate possession.
2. Defendant denies the allegations of Paragraph 2. Defendant further avers that Jonathan Bruner, prior to his demise, gifted "Evie" to Defendant, thereby making Plaintiff the sole owner of "Evie" at the time of Mr. Bruner's passing.
3. Plaintiff denies the allegations of paragraph 3 to the extent that the dog is being held at Defendant's house. Plaintiff left the dog over the weekend with a family member while she was supposed to be enjoying her college graduation from MUSC. Plaintiff is currently getting the dog from the family member to bring to the constable pursuant to the Order served on her Saturday, May 21, 2022.

4. Admit.

5. Admit. However, Defendant is entitled to an award of all damages allowable by law.



AFFIDAVIT OF MEGAN SCOTT

On or about June of 2021, I met Jonathan Bruner. At the time, Jon was legally married, but separated, from Clara Alba having moved out of their house and into his own place in North Charleston. Jonathan moved out of the house with Evie, while Clara remained in the home with their other dog "Arlo." At first, Jonathan and I were good friends. I visited Jon's home on occasion, that is when I first met Evie. After hanging out with Jonathan for about three months, I could see that Jonathan was getting closer to obtaining his divorce from Clara, and everyone knew, including Clara, that they were going to be divorced soon. On or about September of 2021, Jonathan and I started dating. Over the next month or two, Jonathan and I became very close. Our relationship quickly blossomed and a special bond was created that became the strong foundation for our love to one another. Given the relatively short period we had been "dating" and the fact that he was still technically "married," I did not think we should move in with each other at that point. Jonathan and I were spending so much time together by October of 2021 that Jon moved from North Charleston, with Evie, to West Ashley (about two to three miles from my apartment) so he could be closer to me. When Jon moved to West Ashley in October of 2021, Jonathan and I began to care for Evie together given how much time I was spending at his house and him at mine. During the period of October 2021 until January of 2022, Jonathan began to move clothing and everyday items, including Evie and her belongings, to my place of residence as we transitioned to living in one household. Jonathan, Evie, and I began living together at my place. From that point forward, Jonathan and I happily referred to my place of residence as "our place of residence". During this period, Jonathan would return to his leased apartment in West Ashley solely for the purpose of packing or selling belongings. Jonathan planned on terminating his lease and moving into my place officially when his lease ended in February 2022. In

February 2022, Jonathan successfully terminated his lease officially making my apartment “our place of residence.”

While Jonathan and I did not move in together until January of 2022, we began taking care of Evie together when he moved to West Ashley in October of 2021. I realize it may sound absurd to people who do not love dogs the way Jonathan and I do, but we were Evie’s parents, who “co-parented” Evie from October 2021 until Jonathan’s death. To list a few examples of how Jonathan and I co-parented:

- We ensured that Evie enjoy daily exercise including 2-4 walks daily around neighborhood, venturing to Charleston County parks and walking trails, and playing fetch
- Socialization with other canines and humans at Charleston County dog parks and through doggy-play dates
- Daily feeding schedule coordination via verbal, text, and/or phone call communication
- Weekly/monthly grooming schedule including at-home rinsing, shampooing, conditioning, nail-clipping, hair trimming and hair brushing
- Shopping for supplies including dog food, treats, toys, bed, hair clippers, nail clippers, shampoo, conditioner, dog shampoo brush, attachable shower hose for in-home dog bathing, hairbrushes, leashes, collars, harness, dog tag, cleansing fur wipes, poo bags, manual training clicker, training collar, electronic training collar, car-seat protective mat, dog-supply bag
 - Evie joined us for most of our trips to the pet store
- Researched and applied at-home obedience training where we customized Evie’s training to further enhance our relationship with her and vice versa; simple commands, and on- and off-leash training

- Medical care oversight where we both provided additional veterinary-directed care including
 - Transient care for eye-allergies including daily cleansing and rinsing of areas around the eye and trimming of fur surrounding affected eye (s)
 - Pre-surgery (spay) care including weeks of ensuring Evie remained a safe distance from any un-neutered canines
 - Post-surgery (spay) care including the daily administration of post-op medication and consummation of proper nutrition, daily wound inspections, and proper wound care
- Provided a local, comfortable, and safe environment for Evie while Jonathan and/or I were traveling where the following parties were trusted by both Jonathan and I for her care
 - October 1 – 4, 2021: my immediate family cared for Evie in their home while Jonathan and I were traveling together
 - October 21 – 26, 2021: I cared for Evie in my home while Jonathan was on holiday and visited his family in Las Vegas, Nevada
 - October 2021 and January 2022 – I was the primary care giver for Evie as I completed a virtual-rotation from home while Jonathan worked and studied for long hours each day.
 - October 29 – 31, 2021: Jonathan and I brought Evie along with us for holiday
 - December 18 – 26, 2021: I cared for Evie in my home while Jonathan visited his family in Las Vegas, Nevada
 - December 30, 2021 – January 2, 2022: my immediate family cared for Evie in their home while Jonathan and I were on holiday

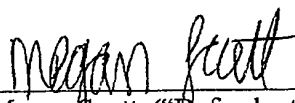
- March 31 – April 4, 2022: my immediate family cared for Evie in their home while Jonathan and I attended an engineering conference
- April 9 – 11, 2022: my immediate family cared for Evie in their home while Jonathan and I were traveling together
- April 29 – May 3, 2022: I cared for Evie in our home while Jonathan was on holiday
- Included Evie for various out-of-home occasions
 - Weekly family dinners with my family, family holidays with my family (Thanksgiving, Easter, birthday celebrations, etc.), various get-togethers with friends and their canines, weekly kickball events, dog-friendly restaurant establishments where Evie was provided dog-friendly menu options \
 - October 2021 and January 2022 – I was the primary care giver for Evie as I completed a virtual-rotation from home while Jonathan worked and studied for long hours each day.

On April 4, 2022, Jonathan and Clara's divorce was finalized.

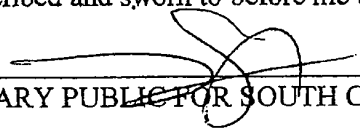
On April 13, 2022, Jonathan transitioned Evie's medical paperwork to a veterinarian's office in West Ashley with the intent of having Evie's location of residence and ownership updated. As evidenced by the "New Client Form," Jonathan provided the veterinarian's office with a handwritten and signed document indicating his intent of transferring ownership of Evie from him and Clara, to he and I. (See New Client Form attached hereto as Exhibit A). Due to the microchip being placed before the divorce, the microchip does still reflect Clara and Jonathan as the owners with their old address, however, Jonathan and I discussed, and planned, to update Evie's microchip information.

With regard to Gary Bruner's affidavit, Mr. Bruner makes numerous misrepresentations, half-truths, and generally is an inaccurate depiction of the events as my affidavit demonstrates. With all due respect to Mr. Bruner and his loss, Mr. Bruner was living in Las Vegas during the entire time outlined in my affidavit. Furthermore, Mr. Bruner's representations made in an effort to meet the standard to take immediate possession by statute are made simply for the purpose of trying to take immediate possession, not because there is any risk that I may take Evie and flee the jurisdiction of the Court. I just graduated from MUSC, I have resided in the Charleston area for 25 years, and I have no intention on leaving Charleston, nor have I ever evidenced an intent to leave Charleston. Based on all the foregoing, I am requesting that Evie be returned to my possession assuming I have had the opportunity to obtain the possession of Evie or, in the alternative, allow me to retain possession of Evie until a final hearing can be held on the merits.

FURTHER AFFIANT SAYETH NOT!


Megan Scott ("Defendant")

Subscribed and sworn to before me this 25th day of May, 2022


NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 6/13/2023

EXHIBIT A

NEW CLIENT FORM

CLIENT INFORMATION

Name Jonathan Bruner Co-Owner Name Megan Scott
 Address 45 Sycamore drive Apt 487 city Charleston state SC zip 29407
 Email Address joni.bruner@outlook.com Owner's Phone # 702-465-9263
 (We request your email for important reminders and communications from our clinic only)
 Co-Owner's Phone # 843-926-5479 Alt. Phone # _____
 Place of Employment NIWC
 Preferred method of contact for reminders: ☒ Email ☐ Post
 How did you hear about us? Facebook ☐ Business review site ☐ Clinic sign ☐ Yellow Pages ☐ Doctor ☒ Client ☐
 Whom may we thank for this referral? Dr. Ryan Andrews
 Please list the individuals whom you authorize to make medical decisions for your pet:
owner

Signature of Authorizing Owner(s) [Signature]

PATIENT INFORMATION	PET #1	PET #2	PET #3
Name	<u>EVIE</u>		
Breed	<u>Golden-doodle</u>		
Date of birth or Age	<u>4/9/2022</u>		
Male or Female? Spayed or Neutered?	<u>Female / Spayed</u>		
Has your pet ever had a reaction to vaccines or medications? If yes, please note.	<u>None</u>		
Is your pet on any special diet or medications? If yes, please list.	<u>None</u>		
Has your pet had any previous surgery or illnesses? Please explain.	<u>None</u>		
Does your pet have any behavior based special concerns we should know about?	<u>pure breed good girl</u>		
Is your pet on heartworm prevention? What product?	<u>heartworm / Plus Nexgard 3 Spectrum</u>		
Is your pet microchipped?	<u>Yes</u>		

Exhibit # 4

Bond Number: 3501202

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Estate of Jonathan Bruner
5308 Lonchmore Avenue
Las Vegas, Nevada 89130

PLAINTIFF(S))

VS.)

Megan Scott
45 Sycamore Ave., Apt 427
Charleston, South Carolina 29407

DEFENDANT(S))

2022CV1010900773
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

BOND UNDERTAKING
AND ORDER

Megan Scott, defendant desires to give an undertaking for the purpose of:

Posting Bond to Regain Possession of 1 Dog (Evie) a one year old Golden Doodle

as provided by Section 22-3-1440, Code of Laws (1976), in the amount of \$3,000.00.

We, the undersigned sureties, do hereby obligate ourselves, jointly and severally as follows:

Name

SureTec Insurance Company

Business Address

9737 Great Hills Trail, Suite 320, Austin, TX 78759

Amount

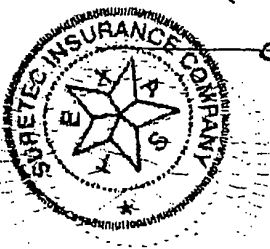
\$3,000.00

Name

Business Address

Amount

I declare under penalty of perjury that the foregoing is true and correct.



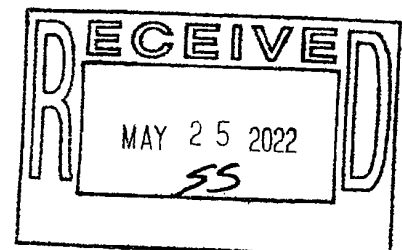
[Signature]
(Signature of Surety)

(Signature of Surety)

ORDER

The above undertaking by surety(ies) is hereby approved by this court.

SCCA/724 (Amended 05/2008)



Record on Appeal - 037

Dated: 5/25/2022

Wm. J. Stein
MAGISTRATE

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David Gonsalves, Elspeth J. Murray, Nick Brady, Jackson D. Cromer, Heather Hamilton

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million and 00/100 Dollars (\$2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 17th day of September, A.D. 2020.

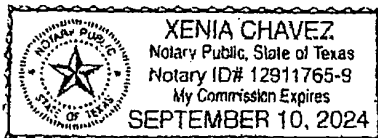
State of Texas
County of Harris



SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President

On this 17th day of September, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of May, 2022, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 3501202
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY

FILED

2022 APR -4 AM 11:15

JONATHAN BRUNER

vs.

CLARA BRUNER

Defendant.

IN THE FAMILY COURT
NINTH JUDICIAL CIRCUIT
CASE NO.: 2021-DR-08-1789

LEAH GUEST, Plaintiff
CLERK OF COURT
BERKELEY COUNTY, SC
FINAL ORDER OF DIVORCE
(One Year's Continuous Separation)

CERTIFIED TRUE COPIES OF RECORD IN THIS COURT

DATE: 4/14/22
CLERK OF COURT
FAMILY COURT
BERKELEY COUNTY, SC

Plaintiff Attorney: SRL
Defendant Attorney: SRL
Guardian ad Litem: N/A

Hearing Date: April 4, 2022
Judge: Wayne M. Creech
Court Reporter: Melissa Singletary

A hearing for complete and final divorce was held in this case on the date listed above. Plaintiff and Plaintiff's witness were present at the hearing. Defendant was present and was not represented by an attorney.

This case is before this Court upon the Complaint of Plaintiff who is requesting that this Court grant a complete and final divorce from Defendant upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) of the Code of Laws of South Carolina, 1976, as amended.

The original Family Court Cover Sheet, Certificate of Exemption, Summons, Complaint for Divorce, and Financial Declaration were filed in the Office of the Clerk for Berkeley County on November 08, 2021. A copy of these documents was served upon Defendant by Certified Mail on (date).

After being duly sworn, Plaintiff stated to the Court that reconciliation of the parties was not possible. Plaintiff then offered testimony, which substantiated the allegations found in the Complaint, and which was corroborated by the duly-sworn witness.

FINDINGS OF FACTS and CONCLUSIONS OF LAW

This Court, after hearing the testimony and considering the other evidence in this case, makes the following findings of fact:

1. Plaintiff is a resident of Berkeley County in the State of South Carolina.
2. Upon information and belief, Defendant is a resident of Berkeley County, State of South Carolina.
3. Plaintiff and Defendant last shared a residence in Berkeley County in the State of South Carolina.
4. Subject matter jurisdiction (check one):
 - ☒ Plaintiff has lived in South Carolina for over one year prior to the start of this action; or
 - ☐ Plaintiff and Defendant have both lived in South Carolina for longer than three (3) months prior to the start of this action; or
 - ☐ Plaintiff is a resident of another state, but Defendant has lived in South Carolina for more than one (1) year.

5. Plaintiff is informed and believes this Court has subject matter jurisdiction over the issues and personal jurisdiction over the parties in this action.
6. Plaintiff and Defendant were married to each other on May 3, 2019 (date) in Berkeley County, City of Moncks Corner in the State of South Carolina.
7. Plaintiff and Defendant separated on or about August 17, 2020 (date). The parties have remained living separate and apart from each other without cohabitation for more than one (1) continuous year prior to filing this action.
8. Defendant did file an Answer or other responsive pleading.
9. Defendant is not in default.
10. All legal requirements as to filing, service, notice and waiting periods have been met.
11. Present at the hearing were Plaintiff and Plaintiff's witness, Tyler Menth. Both presented testimony and/or evidence as to the parties living separate and apart without cohabitation for more than one (1) year.
12. Based on the testimony of Plaintiff and Plaintiff's witness, the parties have lived separate and apart from each other without cohabitation for more than one (1) continuous year.
13. **Child Custody, Visitation, and Support**
☒ No minor children of this marriage and none are expected; or
14. **Marital Property**
☒ The parties have no marital property.
☐ The parties have reached an agreement as to how the marital property shall be divided.
15. **Marital Debt**
☒ The parties have no marital debt.
☐ The parties have reached an agreement as to how the marital debt shall be paid.
16. Plaintiff and Defendant waive alimony.
17. Reconciliation of the parties is not possible.
18. Defendant requested that his/her name be changed pursuant to § 20-3-180 of the Code of Laws of South Carolina, 1976, as amended that allows Defendant to change her name from Clara Bruner to Clara Ines Alba.
19. There has been no collusion between the parties in bringing this action.
20. Plaintiff is entitled to a complete divorce, a *vinculo matrimonii*, from the Defendant on the ground of One (1) Year's Continuous Separation.

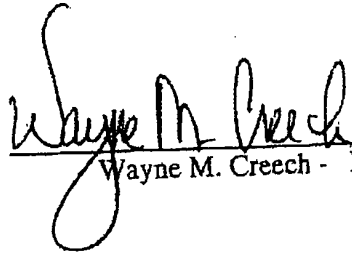
WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

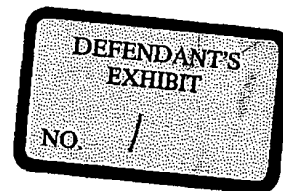
- A. Plaintiff is hereby granted a complete and final divorce, a *vinculo matrimonii*, from the Defendant upon the ground of One (1) Year's Continuous Separation, pursuant to § 20-3-10(5) of the Code of Laws of South Carolina, 1976, as amended;

- B. That both parties are barred from receiving alimony from each other; and
- C. Defendant is allowed to resume the use of the maiden/former name of Clara Ines Alba.

AND IT IS SO ORDERED.

Date: April 4, 2022
Moncks Corner, South Carolina


Wayne M. Creech - Family Court Judge



NEW CLIENT FORM

CLIENT INFORMATION

Name Jonathan Bruner Co-Owner Name Megan Scott
 Address 45 Sycamore drive Apt 477 City Charleston State SC Zip 29407
 Email Address jon1.bruner@outlook.com Owner's Phone # 702-465-9263
 (We request your email for important reminders and communications from our clinic only)
 Co-Owner's Phone # 843-926-5479 Alt. Phone # _____
 Place of Employment: NWNC
 Preferred method of contact for reminders: ☒ email ☐ post
 How did you hear about us? Facebook ☐ Business review site ☐ Clinic sign ☐ Yellow Pages ☐ Doctor ☒ Client
 Whom may we thank for the referral? Dr. Ryan Andrews
 Please list the individuals whom you authorize to make medical decisions for your pets:
owners

Signature of Authorizing Owner(s) [Signature]

PATIENT INFORMATION	PET #1	PET #2	PET #3
Name	<u>EVIE</u>		
Breed	<u>Golden-doodle</u>		
Date of Birth or Age	<u>4/9/2022</u>		
Male or Female? Spayed or Neutered?	<u>Female / Spayed</u>		
Has your pet ever had a reaction to vaccines or medications? If yes, please note.	<u>None</u>		
Is your pet on any special diets or medications? If yes, please list.	<u>None</u>		
Has your pet had any previous surgeries or illnesses? Please explain.	<u>None</u>		
Does your pet have any behavior issues/ special concerns we should know about?	<u>pure breed good girl</u>		
Is your pet on heartworm preventative? What product?	<u>heartworm / Plus Nexgard 3 Spectrum</u>		
Is your pet microchipped?	<u>Yes</u>		

Patient History Report

Client: Scott, Megan (67399) Phone: (843) 926-5479 Address: 45 Sycamore Drive Apt 427 Charleston, SC 29407	Patient: Evie (22379) Species: Canine Age: 1 Yrs. 1 Mos. Color:	Breed: Goldendoodle Sex: Spayed Female
--	--	---

Date	Type	Staff	History
4/19/2022	L	GH	Microbiology results from Antech Diagnostics (East) Requisition ID: 22379 Posted Final Test Result Reference Range OVA&PARA None Seen Asc: ATFB01563183 Profile: Ova and Parasite
4/18/2022	CB	99	Callback - CANINE HW ANTIGEN TO ANTECH (T615) ---- Note from Abbey Frazier on 4/18/2022 at 09:21:06 ---- Emailed O - Heartworm test negative
4/16/2022	L	LW	Immunology results from Antech Diagnostics (East) Requisition ID: 22379 Posted Final Test Result Reference Range HEARTWORM Negative Asc: ATMN00316741 Profile: Heartworm Antigen Negative for adult heartworm antigen (mature female heartworms). Infection occurring sooner than 5 to 7 months prior to testing may not be detected.
4/15/2022	D	GH	Healthy animal apparently Tentative
4/15/2022	P	99	6.00 each of Simparica TRIO 44.1-88# SINGLE DOSE (TRIO5) Rx #: 395226 0 Of 0 Refills Filled by: JK Give one chewable tablet every 30 days for the prevention of heartworms, fleas, ticks and intestinal parasites. May be given with or without a meal.
4/15/2022	P	GH	1.00 [None] of FECAL TO ANTECH (NO GIARDIA) (T805) Rx #: 395224 0 Of 0 Refills Filled by: JK Please return a stool sample to West Ashley Veterinary Clinic at your earliest convenience. Thank you.

4/15/2022 R GH WAVC Rabies Certificate - CLOSED Apr 16/2022

RABIES VACCINATION CERTIFICATE
West Ashley Veterinary Clinic
 840 St. Andrews Blvd.
 Charleston, SC 29407
 (843) 571-7095

RABIES TAG # 1515-22
MICROCHIP #

B: Billing, C: Med note, CB: Call back, CK: Check-in, CM: Communications, D: Diagnosis, DH: Declined to history, E: Examination, ES: Estimates,
 I: Departing instr, L: Lab result, M: Image cases, P: Prescription, PA: PVL Accepted, PB: problems, PP: PVL Performed, PR: PVL Recommended,
 R: Correspondence, T: Images, TC: Tentative medl note, V: Vital signs

Patient History Report

Client: Scott, Megan (67399)
Phone: (843) 926-5479
Address: 45 Sycamore Drive Apt 427
 Charleston, SC 29407

Patient: Evie (22379)
Species: Canine
Age: 1 Yrs. 1 Mos.
Color:

Breed: Goldendoodle
Sex: Spayed Female

Date	Type	Staff	History
discussed life style and vaccines. Discussed that since pet is on NG or now trio, and we are not in endemic area for lyme, it is O's choice to vaccinate for lyme or not. O opted not to vaccinate for lyme today. Also discussed that flu is not an issue at this time, may want to vaccinate if travels a lot, shows or goes to boarding/grooming where it is required. O grooms at home, does not elect to give flu at this time due to low risk. O aware he can always come back for those vaccines if things change. dappl LF SQ given oral bordatella given rabies RR SQ 1yr given HWT: pending fecal: O to return keep pet under 70# as weight looks good now. sent home sinparica trio x 6 mos_			
Grayson Hudgins, D.V.M.			
4/15/2022	V	JK	Apr 15, 2022 12:50 PM Staff: JK ----- Weight : 69.60 pounds
4/15/2022	B	GH	YEARLY EXAM & VACCINES (YEAR) by NL
4/15/2022	B	GH	1.00 PHYSICAL EXAM YEARLY (EXAM1) by NL
4/15/2022	B	GH	1.00 RABIES VACCINE CANINE-1 YR (RABIX) by NL
4/15/2022	B	GH	1.00 DHLPP VACCINE - 3 YEAR (DHLPP) by NL
4/15/2022	B	GH	1.00 each of ORAL BORDETELLA VACCINE 12M (BORDW) by NL
4/15/2022	B	GH	1.00 FECAL TO ANTECH (NO GIARDIA) (T805) by NL
4/15/2022	B	GH	1.00 CANINE HW ANTIGEN TO ANTECH (T615) by NL
4/15/2022	B	99	6.00 each of Simparica TRIO 44.1-88# SINGLE DOSE (TRIO5) by NL
4/15/2022	B	JK	1.00 INVOICE COMPLETE (INVC) by NL
4/11/2022	C	KAC	Past Medical History - CLOSED Apr 16/2022 - Animal Medical Clinic of Goose Creek
4/11/2022	CB	99	Callback - Call Back (CBACK) ---- Note from Abbey Frazier on 4/11/2022 at 09:14:15 ----
B: Billing, C: Med note, CB: Call back, CK: Check-in, CM: Communications, D: Diagnosis, DH: Declined to history, E: Examination, ES: Estimates, I: Departing instr, L: Lab result, M: Image cases, P: Prescription, PA: PVL Accepted, PB: problems, PP: PVL Performed, PR: PVL Recommended, R: Correspondence, T: Images, TC: Tentative medl note, V: Vital signs			

Animal Medical Clinic of Goose Creek

Patient Chart

102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Printed: 4/11/2022 at 9:15a

CLIENT INFORMATION

Name	Jonathan Bruner (33790)	Spouse	Clara Bruner
Address	639 Pendleton	Referred by	friend
	Moncks Corner, SC 29461		
Phone	702 465-9263		
Email	jonl.bruner@gmail.com		

PATIENT INFORMATION

Name	Evie	Species	Canine
Sex	Female, Spayed	Breed	Golden Doodle
Birthday	4/6/2021	Age	12m
ID	987000008669616	Rabies	0820
Color	Red	Weight	66.80 lbs
Reminded	(none)	Codes	

Reminders for: Evie	Last done
6/14/2022 Heartworm direct/occult	6/14/2021
6/14/2022 Annual Physical Exam	6/14/2021
6/14/2022 Bordetella ORAL annual	6/14/2021
7/25/2022 DHPP 3Year	7/26/2021
7/26/2022 Rabies 3 Year	
7/26/2022 Leptosporosis Annual	7/26/2021
7/26/2022 CIV H3N8 & H3N2 annual vaccine	7/26/2021
8/12/2022 Lyme Vaccination, Annual	8/12/2021
11/2/2022 Fecal Floatation/Direct	11/2/2021

MEDICAL HISTORY

Date	By	Code	Description	Qty (Variance)
3/7/2022	RA	11 PREF1	Surgical Recheck Preferred Contact Method	
For this visit:				
Name of contact Person: ^				
Best Contact phone number : ^				
Parking Space # ^				
FF Emotional Medical Record				
Triggers: ^ Restraint that helped: ^				
Muzzle Size? ^ Better with or with out owner? ^				
Accepts food/treats? ^ What is the preferred treat? ^				
FAS score^ Is this better/worse than last visit? ^				
PVP's used^ Pheromones? ^				
Client okay w/ procedures in room? ^ Client okay to hold for exam? ^				
Things to try for next visit: ^				
Notes: ^				

MED1 Medical Condition Record

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner

Page: 3

Date	By	Code	Description	Qty (Variance)
Give Evie 1 chewable tablet by mouth once every 30 days for the prevention of fleas and ticks.				
2/23/2022	RA	SS8	Sentinel Spectrum 51-100 lb single	2
Give 1 tablet by mouth every 28 days for heartworm prevention, intestinal parasite prevention and flea population control. GIVE WITH FOOD.				
2/23/2022	MC1	CLCO	Client Communication	
MC1: 2/23/2022 at 2:16p: swo, rep that p doing well. had a little difficulty with temperature but has returned to normal and can go home at 330 pm				
2/23/2022	RA	PRESX	Pre Anesthesia Medical Exam	
		8178	Cerenia Injection per cc 10mg/ml	3
		177F	IV Cath/Extension/Fluids for surgery	
		31C	Vital Signs Monitoring, ECG, BP, SPO2	
		K4	K Laser-post op /under anesthesia	
		SCH1	Microchip MicoTag w/ anes & register	
		324	Spay, Canine 61-80 lb.	
		OSHA	OSHA & Waste Disposal Fee	
		ECOLL30	Elizabethan Collar 30cm	
		VP002	Carprofen 75 mg	14
Give Evie 1 tablet (75 mg) by mouth every 12 hours for pain and inflammation starting tonight with dinner (2/23/22 pm). Give with food. Discontinue if vomiting, diarrhea, or tarry stool occur and call your veterinarian.				
		PHG01	Gabapentin 100 mg	28
Give 2 capsules (200 mg) by mouth every 12 hours for pain starting tonight dinner (2/23/22 pm). May cause mild sedation				
		060508	Trazodone 100 mg	28
Give Evie 1-2 tablet (100-200 mg) by mouth every 12 hours to decrease stress and anxiety starting tonight with dinner (2/23/22 PM). May cause mild sedation.				
		CLCO	Client Communication	
RA: 2/23/2022 at 10:45a: SWO- patient is out of surgery and doing well. Discussed with owner that during surgery there were some mild complications with patient bleeding abnormally. Patient's vessels were very leaky and uterine body continued to bleed even after being double ligated. Discussed with owner that I did have to extend my incision to go back in and triple ligate the uterine body to stop bleeding. After this, no abnormal bleeding was noted and no further complications were noted. Discussed with owner that I want them to closely monitor patient for the next 24 hours for any signs of excessive lethargy or pale gums. If this is noted, I recommend taking patient to the ER for further assessment.				
		PREF1	Preferred Contact Method	
For this visit: Name of contact Person: Jonathan Best Contact phone number : 702-465-9263 drop off for sx				

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner
Page: 5

Date	By	Code	Description	Qty (Variance)
			Performed quick AFAST to make sure patient not pregnant prior to anesthesia- no sings of pregnancy noted	
			cerenia 3.0 mL SQ hydromorphone 0.1 mg/kg (1.5 mL) IM dexdomitor 7.5 mg/kg 500 ug/mL (0.46 mL) IM IVC placed- 22 G right cephalic vein Propofol 1 mL/5 lb (13.6 mL) IV to effect intubated with size 10.5 ET Tube maintained on Iso and o2 intra op fluid therapy - plasmalyte 10 mL/kg/hr (308 mL/hr) intra op pain medication - none monitored with midmark multiparameter monitor and/or pet map heat support provided by thermal pad and/or bair hugger anesthesia and recovery uneventful Post op pain medications - Carprofen 50-75 mg PO	
			Surgery report: Patient was placed under general anesthesia and laid in dorsal recumbency. A ventral midline celiotomy was made caudal to umbilicus. From the onset of surgery, it was noted that patient appears very "oozy" with multiple leaky vessels that were able to be controlled with manual pressure. Right uterine horn was identified using a spay hook and digital exposure used to find the right ovary. Right ovarian pedicle was double clamped and double ligated using 2-0 PDS with a modified millers knot proximal to an encircling ligature. Pedicle was transected and stump was replaced into the abdomen. Left ovarian pedicle was double clamped and double ligated using 2-0 PDS with a modified millers knot proximal to an encircling ligature. Pedicle was transected and stump was replaced into the abdomen. Uterine body was double clamped and double ligated using 2-0 PDS with a modified millers knot proximal to an encircling ligature. Pedicle was transected and stump was replaced into the abdomen. When checking gutters, a large amount of blood was noted to be pooling in the caudal abdomen. Incision was extended cranially and caudally to allow full visualization. Uterine stump was identified and revealed a blood vessel bleeding through the double ligatures. A modified millers knot was placed between previous two sutures using 0 PDS suture. No further bleeding was noted and gutters were then checked and were clear. Body wall was then closed with 0 PDS suture in a simple continuous suture pattern. Subcutaneous layer was closed with 2-0 PDS suture in a simple continuous pattern. An intradermal pattern was then used with 2-0 PDS suture. Skin was apposed using tissue adhesive. Mild hypothermia noted post-op and responded well to heat support.	
2/23/2022	RA	MC1	Your Nurse today was Mayra	
		APPT\$	Appointment notes for 2/23/2022	
			spay	
2/4/2022	RA	SS8	Sentinel Spectrum 51-100 lb single	
			Give 1 tablet by mouth every 28 days for heartworm prevention, intestinal parasite prevention and flea population control. GIVE WITH FOOD.	
		72411	Nexgard 60.1- 121 lb EACH	
			Did you enter the promo dose code if that applies?	
			Give Evie 1 chewable tablet by mouth once every 30 days for the prevention of fleas and ticks.	
1/12/2022	MC1	WLIST\$	By: MC1, Mayra- RA SX nurse	

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner
Page: 7

Date	By	Code	Description	Qty (Variance)
1/4/2022	PTT	12.7	10.0 25.0	seconds
	RA	362	Blood Collection Fee	
			AS1: 1/4/2022 at 3:19p: BD from jugular	
		OSHA	OSHA & Waste Disposal Fee	
		SA050	Pre-Op Profile, CBC, PT, PTT	
	WNL			
			CS: 1/11/2022 at 2:12p: LVM, labs/ecg normal	
		IDX13	ECG 6 lead & pre-anesthetic consult	
			AS1: 1/4/2022 at 3:20p: sent	
			ADC: 1/6/2022 at 9:00a: 01-04-22 IDEXX report attached	
1/4/2022	TK	013B	Technician Appointment(lab/procedure)	
	FF		Emotional Medical Record	
			Very sweet girl - very excited. Loved cheese today but not milk bones. Did well for BD from jug in room w/o O while sitting in corner. Loves pets and is very friendly. Did great for ECG in room w/o O also.	
		MED1	Medical Condition Record	

Age: 9m Weight: 63.80

SUBJECTIVE SECTION

Presents for? Pre-op bw and ecg Approved by? RA
Current medications? n/a
When were medications last administered? n/a
Changes since last visit? switched food from Purina Pro Plan puppy to Blue Buff grain free puppy
Current Diet? Blue Buff grain free puppy 2 cups BID
Time of last meal? 7am today
Changes in symptoms/activity/behavior? none
Current parasite prevention? Sent. spectrum and Nexguard UTD? yes
Please list any important discussion notes or recommendations that were discussed? Doing well- no concerns
AS1: 1/4/2022 at 3:21p: After apt. O came back in and requested an apt concerning Evie's eye- had green discharge- Requested an apt with a DVM, Celeste told him we did not have any today. Said he would monitor for now
AS2 Your nurse today was Alexis
APPT\$ Appointment notes for 1/4/2022
preop bw and ecg

12/29/2021 RA 72411 Nexgard 60.1- 121 lb EACH
Did you enter the promo dose code if that applies?

Give Evie 1 chewable tablet by mouth once every 30 days for the prevention of fleas and ticks.

12/29/2021 RW WC Weight Check

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner
Page: 9

Date	By	Code	Description	Qty (Variance)
Age: 7m Weight: 52.40				
10/19/2021	RA	72409	Nexgard 24.1-60 lb EACH	
Did you enter the promo dose code if that applies?				
Give Evie 1 chewable tablet by mouth once every 30 days for the prevention of fleas and ticks.				
10/19/2021	RW	WC	Weight Check	
Age: 6m Weight: 45.00				
10/4/2021	BB	B15	Silver Play Package Dog	2
		B7	Boarding per day canine run	3
9/27/2021	RA	72409	Nexgard 24.1-60 lb EACH	
Did you enter the promo dose code if that applies?				
Give Evie 1 chewable tablet by mouth once every 30 days for the prevention of fleas and ticks.				
SS7 Sentinel Spectrum 26-50 lb single				
Give 1 tablet by mouth every 28 days for heartworm prevention, intestinal parasite prevention GIVE WITH FOOD.				
8/12/2021	RA	013	Technician appointment w/ vaccines	
		OSHA	OSHA & Waste Disposal Fee	
		198	Lyme Vaccination, Annual	
ID:	Serial: 459433		Expires: 11/09/22 Type: KLD Mfg: SCHP Admin: Sq	
8/12/2021	EC	FF	Emotional Medical Record	
P did wonderful for vax today. She likes milk bones.				
		MED1	Medical Condition Record	

Age: 18w

SUBJECTIVE SECTION

Lyme annual

O reports that P is doing well since last visit - no concerns

OBJECTIVE SECTION

PLAN SECTION

NOTES

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner

Page: 11

Date	By	Code	Description	Qty (Variance)
			Give 1 tablet by mouth every 28 days for heartworm prevention, intestinal parasite prevention GIVE WITH FOOD.	
7/26/2021	RA	72409	Nexgard 24.1-60 lb EACH Did you enter the promo dose code if that applies?	
			Give Evie 1 chewable tablet by mouth once every 30 days for the prevention of fleas and ticks.	
	FF		Emotional Medical Record very sweet girl, loves treats	
	MED1		Medical Condition Record	

Age: 15w Weight: 26.20

SUBJECTIVE SECTION

Any known health conditions? None per O
Any current medications/supplements? none
If PVP recommended, was it given? none
Flea/tick/hwp: Sentinel.NexGard
How often given: July 14th
Need refills? yes
Current diet (type & amt) - free fed or meal fed? Purina pro Plan puppy, 2/3rd cup 3 times a day
What dental care: dental chews
Exposure to other dogs: dog parks
Increased exposure to ticks? hiking
Any expected travel? yes
any vomiting/diarrhea/coughing/sneezing/scratching? none
Any training/behavioral concerns? none
Any other concerns for DVM? none

OBJECTIVE SECTION

GENERAL APPEARANCE: BAR. Normal mentation. Euhydrated. BCS 5/9. MCS 3/3
INTEGUMENTARY: No abnormalities noted..
EENT: Ophthalmic exam was normal OU. No ocular or nasal discharge. Mild debris AU. Normal facial symmetry and ocular retropulsion. Throat and ventral cervical region palpate within normal limits.
MUSCULOSKELETAL: Normal bilaterally symmetrical musculature. No evidence of long bone pain, joint effusion. Normal gait. Full orthopedic exam not performed.
CARDIOVASCULAR: MM pink/moist, CRT under 2 seconds. No murmur or arrhythmia ausculted.
Pulses strong and synchronous.
RESPIRATORY: Eupneic. Normal bronchovesicular sounds in all lung fields.
DIGESTIVE: Oral exam WNL. Abdomen was soft and non painful on palpation; no masses, organomegaly or foreign objects noted on palpation.
GENITOURINARY: No abnormalities noted.
NERVOUS SYSTEM: Mentation: alert, aware and appropriate. Menace/palpebral/facial sensation intact. No ataxia observed. No neck/spinal pain detected
LYMPH NODES: No peripheral lymphadenopathy

ASSESSMENT SECTION

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner

Page: 13

Date	By	Code	Description	Qty (Variance)
ID: 7/5/2021	Serial: 459433 RA	CIV2	Expires: 11/09/22 Type: KLD CIV H3N8 & H3N2 initial vaccine	Mfg: SCHP Admin: Sq
ID:	Serial: 462468	SS7	Expires: 09/21/22 Type: KLD Sentinel Spectrum 26-50 lb single	Mfg: ZOETI Admin: SQ
Give 1 tablet by mouth every 28 days for heartworm prevention, intestinal parasite prevention GIVE WITH FOOD.				
72409 Nexgard 24.1-60 lb EACH				
Did you enter the promo dose code if that applies?				
Give Evie 1 chewable tablet by mouth once every 30 days for the prevention of fleas and ticks.				
PREF1 Preferred Contact Method				
For this visit:				
Name of contact Person: ^				
Best Contact phone number : ^				
Parking Space # ^				
FF Emotional Medical Record				
Triggers: ^ Restraint that helped: ^				
Muzzle Size? ^ Better with or without owner? ^				
Accepts food/treats? ^ What is the preferred treat? ^				
FAS score^ Is this better/worse than last visit? ^				
PVP's used^ Pheromones? ^				
Client okay w/ procedures in room? ^ Client okay to hold for exam? ^				
Things to try for next visit: ^				
Notes: ^				
MED1 Medical Condition Record				

Age: 12w Weight: 21.60

SUBJECTIVE SECTION

Change since last visit? O stated that P skin is much better
On a scale of 1-10, rate level of itchiness: 1 from a 10 since last visit
Able to give medications/treat area as recommended? none
Any current medications/supplements? none
If PVP recommended, was it given? none
Flea/tick/hwp: Sentinel/NexGard
How often given: every month
Need refills? needs refill
Any other concerns for DVM? none

OBJECTIVE SECTION

GENERAL APPEARANCE: BAR. Normal mentation. Euhydrated. BCS 5/9. MCS 3/3
INTEGUMENTARY: Skin now clear and WNL.
EENT: Ophthalmic exam was normal OU. No ocular, nasal or aural discharge. Normal facial symmetry and ocular retropulsion. Throat and ventral cervical region palpate within normal limits.

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner

Page: 15

Date	By	Code	Description	Qty (Variance)
Thank you so much for choosing us for your pet's health care. We look forward to being your partner in Evie's health and wellness throughout her life. Please let us know if you have any questions about caring for Evie whether those be medical, behavioral, or nutrition related. The following resources are available from our clinic to help make pet care easy! {https://www.amcgoose.com/our-app "AMC app"} - Access Evie's vaccine records and information - Request food and medication refills - Rewards points through our loyalty program - Request appointments and view upcoming appointments - Two way messaging with our team - Receive reminders for monthly preventatives {https://www.amcgoose.vetsfirstchoice.com "AMC online store"} - Medication refills - Food: prescription and non -prescription - Monthly heartworm prevention - Flea and tick prevention - Instant rebates and promotions {https://www.amcgoose.com "AMC Website"} - Information about the services we offer as well as our hospital history and information about our team. {https://www.amcgoose.com/bed-biscuit/ "Bed and Biscuit"} - Boarding - Daycare - Playgroup - Grooming We hope you enjoyed meeting us as well and would love if you would share your experience with friends and family(ask us about our referral program) or on social media via the links below: {https://www.google.com/search?source=hp&ei=49wSYPI-Aciq5NoPh6SnmAU&q=animal+medical+clinic+of+goose+creek&oq=animal+medical+clinic+of+goose+creek&gs_lcp=CgZwc3ktYWIQAzlLC4QxwEQrweQkwI6CAgAELEDEIMBOg4ILhCxAXCDARDHARCjAjoICC4QsQMqgwE6BQguELEDQgsILhCxAXDHARCjAjoCCAA6BQgAELEDOgIILjoFCAAQyQM6BQgAEJIDOGgILhDHARCvATolCAAQsQMqyQM6BggAEByQHjoFCCEQoAFQmwIYsWtg9mxoAXAAeACAAWqlAd0TkgeEMzYuMZgBAKABAAoBB2d3cy13aXo&scient=psy-ab&ved=0ahUKEwi4_NyX_b7uAhVIFVkfHQfSCVMQ4dUDCAw&uact=5#spf=1611848945925 "Google Review us!"} {https://www.facebook.com/AMCGoose/ "Tell your friends on Facebook!"} {https://www.yelp.com/biz/animal-medical-clinic-of-goose-creek-goose-creek-3?osq=veterinarian "Yelp Review us!"} Thank you, Charlene Sheets Client Care Coordinator 843-569-3647 charlenesheets@amcgoose.com				

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner

Page: 17

Date	By	Code	Description	Qty (Variance)
Follow-ups for Charlene and you?				
6/14/2021	RA	OSHA	OSHA & Waste Disposal Fee	
		TX1	Prepaid fecal sample kit to go home	
Please return a quarter size specimen of Evie's stool in the provided container within the next 14 days.				
CF: 6/16/2021 at 5:19p: used				
		PH326	Strongid T per cc (dewormer)	3
PO				
		1870	Bordetella ORAL annual	
IS THIS PET BOARDING AT THE B&B? IF SO IT NEEDS A FECAL!				
PO				
ID:	Serial: 470289B	Expires: 12/03/22	Type: LIV	Mfg: NOBIV Admin: Oral
	114	DHPP Booster		
RS sq				
ID:	Serial: 02121893C	Expires: 4/19/22	Type: MLV	Mfg: MERCK Admin: Sq
	DUO07146	Douxo Chlorhex PS/climbazole mousse 6.8o		
Apply mousse to inflamed area twice daily. Wipe excess off.				
	SSS11	Sentinel Spectrum 8.1-25lbs Puppy Pack		
Give 1 tablet by mouth every 28 days for heartworm prevention, intestinal parasite prevention GIVE WITH FOOD.				
	72407	Nexgard 10.1-24 lbs EACH		
Did you enter the promo dose code if that applies?				
Give Evie 1 chewable tablet by mouth once every 30 days for the prevention of fleas and ticks.				
	FF	Emotional Medical Record		
First visit; super sweet girl, loves peanut butter and pets. Vax and exam went great no reaction.				
Treat motivated				
	MED1	Medical Condition Record		

Age: 9w Weight: 15.00

SUBJECTIVE SECTION

When/where acquired? 2 weeks ago- Waggly retriever in summerville Any other
pets in home? other dog - other golden doodle
Any known health conditions? none
Any current medications/supplements? none
Flea/tick/hwp: not yet
How often given: na
Current diet (type & amt) - free fed or meal fed? Purina pro plan puppy food- less than 1/2 a cup 3
times a day

Animal Medical Clinic of Goose Creek
102 Central Avenue
Goose Creek, SC 29445
(843) 569-3647

Patient Chart for Evie
Date: 4/11/2022, Time: 9:15a

Client: Jonathan Bruner

Page: 19

Date	By	Code	Description	Qty (Variance)
6/14/2021	RW	JOT	Pre Exam Questionnaire Form	
6/11/2021	KM2	SMS	Text Message Sent Rapport Message: MSS Reminder SMS to 7024659263 Message SendTextTo sent: Hello! Please fill this out prior to Evie appointment. If not please arrive 10 min early. https://form.jotform.com/210544639409155 Thank you AMC	

STATE OF SOUTH CAROLINA	)	2022CV1010900773
	)	CIVIL CASE NUMBER
COUNTY OF CHARLESTON	)	IN THE MAGISTRATE COURT
	)	
Estate of Jonathan Bruner	)	
	)	ORDER
	)	
Plaintiff,	)	
Vs	)	
	)	
Megan Scott	)	
	)	
<u>Defendant.</u>	)	

THIS MATTER comes before the Court on Plaintiff The Estate of Jonathan Bruner and the Personal Representative of the Estate of Jonathan Bruner, Gary Bruner's, (hereinafter referred to collectively as "Plaintiff") Complaint and Affidavit to Recover Personal Property from Defendant Megan Scott (hereinafter referred to as "Defendant").

FACTUAL AND PROCEDURAL BACKGROUND

On May 30, 2021, the Decedent and his then wife, Clara Bruner n/k/a Clara Alba (hereinafter referred to as "Decedent's Ex-Wife"), bought a Goldendoodle puppy named Evie (hereinafter referred to as "Evie") from Wiggly Retrievers. The dog was purchased for One Thousand Five Hundred Dollars (\$1,500.00) from a breeder known as Wiggly Retrievers, who registered Evie's contact information through a microchip, which was implanted into the animal in the event Evie were to ever be lost. On May 30, 2021, when the title to Evie was transferred to Clara Bruner by Wiggly Retrievers, Wiggly Retrievers simultaneously transferred the microchip registration including the name of the purchaser, Clara Bruner, and her address at the time of the purchase.

Not long afterwards, Decedent separated from his Ex-Wife by moving to another residence located in North Charleston, State of South Carolina. Pursuant to the parties' agreement, Decedent would maintain physical custody of Evie while Decedent's Ex-Wife would maintain physical custody of the parties' other dog "Arlo" during the period of the parties' separation.

On April 4, 2022, the Decedent legally divorced Decedent's Ex-Wife. Pursuant to the Final Order of Divorce executed on April 4, 2022, the Decedent and the Decedent's Ex-Wife represented that they had no martial property at the time, and the Berkeley County Family Court issued the Final Order of Divorce concluding that no marital property existed between the parties at the time. Based on the Berkeley County Family Court's Order, Decedent was granted sole legal ownership of Evie.

Tragically, Decedent passed away on May 6, 2022. At the time of his death, he and his dog Evie had been cohabitating with Defendant since early February 2022.

As Decedent and Defendant were cohabitating, the testimony reflected how Defendant contributed and helped take care of Evie. This included daily exercise, daily feeding schedule coordination between the parties based on each's relative school/work schedule and all other basic needs of the dog.

On April 13, 2022, Decedent moved Evie's medical paperwork to West Ashley Veterinarian Clinic (hereinafter referred to as "WAVC") to have Evie's residence and ownership updated. When Decedent registered Evie with WAVC, he filled out a form (hereinafter referred to as "Veterinarian Ownership Form") whereby Decedent named Defendant as "co-owner" of Evie. As testified to by Evie's veterinary office, for routine visits to be accepted by someone other than the actual owner of the dog, they must appear on veterinary forms so the veterinary office

itself is relieved of the liabilities that come with treating someone's animal without the owner's consent.

After Decedent's untimely death, Plaintiff as Executor of Decedent's estate, came to South Carolina to wrap up the affairs of the Decedent including gathering any personal property that Decedent had left behind. This included achievement medals and mementos from his time as a service member, and his most valuable possession sentimentally, his dog Evie. Upon meeting Defendant, the Plaintiffs were able to retrieve a few of their late son's possessions, however, Defendant who was his girlfriend for approximately six (6) months and his roommate for approximately three (3) months refused to give them Evie. Upon Defendants refusal to provide Evie, on May 18, 2022, the Plaintiffs filed this Claim and Delivery action.

On May 21, 2022, Defendant was served with the aforementioned pleadings and Order, but due to Defendant's lack of possession of Evie at the time of service, this Court's Order of Seizure For Immediate Delivery of Property could not be executed by the Constable. On May 25, 2022, Defendant filed her Answer, Affidavit of Defendant and/or in the alternative Request for Post-Seizure Hearing, and Defendant supplied the Court with a bond for \$3,000.00, double the value of the property pursuant to S.C. Code Ann. § 22-3-1440. On May 25, 2022, the Court notified the attorneys for the parties that a hearing was scheduled for 3:30 p.m., and that Defendant was to be present with Evie pending the outcome of the hearing. On May 25, 2022, on or about 3:30 p.m., Defendant's counsel, Defendant, Evie (who remained outside the courthouse), appeared at the hearing while Plaintiff's counsel appeared by phone due to Plaintiff's counsel's previously scheduled appearance in another court at the same time.

After reviewing the submissions of the parties, the arguments of counsel and discussing scheduling, the Court awarded possession of the property to Defendant pursuant to S.C. Code Ann.

§ 22-3-1440. The Court encouraged the parties to engage in settlement negotiations but, if they were unsuccessful, the Court scheduled a Bench Trial on the matter to be heard two days later on May 27, 2022. After Defendant's initial preparations began, including discussions with Plaintiff's counsel as to the witnesses Plaintiff intended on calling, Defendant contacted this Court requesting a continuance based on the time needed to prepare and try the case that included Plaintiff's and Defendant's witness list that was comprised of nine (9) witnesses. In response, the Court agreed that the parties needed more time to prepare given that counsel for Defendant had only been retained the day before and that Defendant's attorney's Order of Protection included the Summary courts of Charleston County, thereby continuing the trial until June 16, 2022, at 10:30 a.m. There was some confusion among the attorneys as to whether a Summons had been issued for May 27, 2022, but it was acknowledged that there had been only a "tentative date" suggested and not an official Court summons.

Prior to trial, during a brief pre-trial hearing with the attorneys in chambers that included the Plaintiff's probate attorney, the Court held it had jurisdiction to hear this case. The hearing proceeded with a finding of fact and conclusion of law by the Court that all interested or potentially interested parties were present, and that the parties' divorce decree, which stated that no marital property existed at the time of the divorce on April 4, 2022, extinguished any right or interest in the property that the Ex-Wife may have had.¹

I. The Divorce Decree Evidences Decedent's Sole Ownership of the dog sufficient to foreclose Decedent's Ex-Wife or any other party from any ownership interest including any interest that could be transferred.

¹ The Court has concurrent jurisdiction with the Probate Court over this matter given there was no will or other document that falls solely within the jurisdiction of the Probate Court.

On April 4, 2022, pursuant to a hearing and a Final Order of Divorce (hereinafter referred to as "Divorce Decree") entered on the same day in Berkeley County Family Court, State of South Carolina, the Decedent divorced his Ex-Wife, Clara Bruner n/k/a Clara Alba. Pursuant to the terms of the parties' Divorce Decree, the parties represented that there was no marital property between them thereby granting each sole use and possession of the property in their possession at the time the Divorce Decree was entered. Prior to the trial in this matter, including at the pre-trial conference between the attorneys of record as well as the Plaintiff's estate attorney, the Court, with the consent of the parties, concluded that the Divorce Decree granted Decedent exclusive legal title of Evie as of April 4, 2022 pursuant to the Divorce Decree and, moreover, that jurisdiction was proper in this Court.

Furthermore, Decedent's Ex-Wife, being fully aware of the proceedings, did not make any appearance in the matter to make any ownership claim to Evie as required by S.C. Code Ann. § 22-3-1450. Decedent's Ex-Wife did not attend the trial despite her knowledge of the proceedings, and despite Plaintiff naming her as a witness on his original witness list further evidencing her knowledge of the hearing as well as her understanding what the proceedings were ultimately deciding. Finally, counsel for Plaintiff represented that he had spoken to Decedent's Ex-Wife, who informed him that she had relocated to Florida the week or so prior to the hearing and could not attend.

Based on all of the aforementioned actions of Decedent's Ex-Wife, the language of the Divorce Decree, which clearly and unambiguously granted sole exclusive legal title to Decedent as of the date of the Divorce Decree, the indisputable facts demonstrating that Evie, and "Arlo," had been previously divided prior to the Divorce Decree, and the

equitable division laws of this State, this Court makes a finding of fact and conclusion of law that neither Decedent's Ex-Wife nor any other party other than Decedent had an ownership interest as of April 4, 2022.

II. This Court finds there was not a valid agreement between Decedent and Ms.

Bruner as to who would take ownership of Evie upon Decedent's demise.

Based on the evidence presented, this Court finds there was no valid agreement as to the transfer of ownership of Evie upon the demise of Decedent. It is indisputable that Decedent died intestate with no will in place that presumably would have contained the Decedent's intent including any agreement as to future ownership of Evie upon Decedent's demise. However, since no will existed, any agreement Decedent had with his Ex-Wife regarding marital property or other interest in property that was to survive the divorce decree, would have had to be set out in the Divorce Decree or some other writing evidencing the parties' intent. Prior to the Court undertaking jurisdiction to hear the trial, the Court requested Plaintiff provide any documentation evidencing the agreements outlined by Plaintiff's affidavit relating to the transfer of ownership of the dogs upon the demise of Decedent and/or the Decedent's Ex-Wife to each other or, in the event they were to pass at the same time, to the Decedent's nephew. Plaintiff was unable to produce any evidence demonstrating the alleged agreement between the Decedent, Decedent's Ex-Wife and/or the Plaintiff evidencing Decedent's or Decedent's Ex-Wife's intent that the dogs be transferred to the other, Decedent's nephew, and/or to Plaintiff Gary Bruner.

Equally as important, as further discussed above, this Court determined that Decedent's Ex-Wife had no ownership interest in Evie as of the date of the Divorce

Decree, April 4, 2022. Consequently, as of April 4, 2022, any interest that Decedent's Ex-Wife may have had to transfer was also terminated as of the date of the Divorce Decree. Therefore, any agreement that may have existed prior to April 4, 2022, which Plaintiff testified he only learned of when he arrived in Charleston following his son's death, would have been invalidated by the April 4, 2022 Divorce Decree. Furthermore, given that the Divorce Decree granted Decedent sole ownership of Evie and no other agreement exists that would reserve any interest in Evie by agreement of the parties following the divorce, any agreement that may have existed prior to the entry of the Order would be invalidated by the divestment of any third-party's rights including but not limited to Decedent's Ex-Wife.

III. Decedent died intestate.

First and foremost, the Court acknowledges and extends its sympathies to the parties. This was a sad loss of life and the issue presented to the Court is not an easy one from an emotional standpoint given the personal interests of the parties involved here. However, for as tragic and unfortunate as the circumstances may be, the Court is bound by the law.

As Decedent died intestate, the Court finds that S.C. Code Ann. § 62-2-103 prevails: *The part of the intestate estate not passing to the surviving spouse under Section 62-2-102, or the entire estate if there is no surviving spouse passes as follows:*

(2) if there is no surviving issue, to his parent or parents equally.

Unfortunately, South Carolina law does not provide any substantive rights to unmarried romantic partners. As such, South Carolina recognizes no claim to the property and personal possessions of a boyfriend or girlfriend on behalf of their significant other.

Defendant's representation that Decedent had intended for Defendant to come into possession of Evie upon his untimely death, without a will or codicil cannot be proven. Furthermore, representation on a form from the Veterinary Clinic does not suffice to prove ownership.

NOW THEREFORE, based on the above findings of fact, I make the following conclusions of law:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. The Court finds that there is no provision of South Carolina law that grants ownership and/or possessory rights of the personal property of their partner to unmarried romantic partners.
3. As the Decedent died intestate, S.C. Code Ann. § 62-2-103 dictates the distribution of Decedent's estate and personal property.
4. Pursuant to S.C. Code Ann. § 62-2-103 (2) Decedent's father, Gary Bruner, is the sole heir to Decedent's estate.
5. As the sole heir to Decedent's estate, Gary Bruner is entitled to recover and come into the possession of all assets of his son's estate which will include the personal property of the Decedent which he possessed and solely owned at the time of his death, to include the Decedent's dog Evie.

IT IS, THEREFORE,

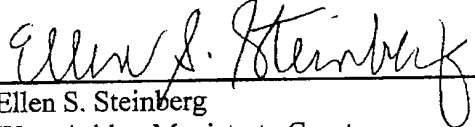
ORDERED, ADJUED AND DECREED that the Plaintiff, The Estate of Jonathan Bruner and Gary Bruner as Personal Representative of the Estate of Jonathan Bruner's Claim for Delivery of Evie is hereby GRANTED.

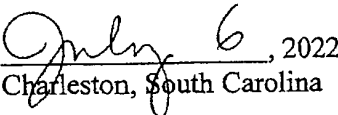
ORDERED, ADJUED AND DECREED that Defendant, Megan Scott, shall relinquish custody of Evie, within three (3) days of the issuance of this Order. Counsel for both Plaintiffs and Defendant shall make the appropriate arrangements for Evie's physical transfer from Defendant to Plaintiff or his designee.

ORDERED, ADJUED AND DECREED that the parties shall bear their own costs and fees associated with this action.

ORDERED, ADJUED AND DECREED that any and all law enforcement, animal control, or other applicable governmental agencies shall take the necessary actions in accordance with this Court's Order to effectuate Plaintiff Gary Bruner's right as sole legal owner of Evie.

AND IT IS SO ORDERED!


Ellen S. Steinberg
West Ashley Magistrate Court


July 6, 2022
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	2022CV1010900773
	)	CIVIL CASE NUMBER
COUNTY OF CHARLESTON	)	IN THE MAGISTRATE COURT
	)	
Estate of Jonathan Bruner	)	
5308 Lonchmore Avenue	)	MOTION TO ALTER OR AMEND
Las Vegas, Nevada 89130	)	JUDGMENT OR IN THE ALTERNATIVE
	)	MOTION FOR RECONSIDERATION
	)	AND MOTION TO STAY
Plaintiff,	)	JUDGMENT PENDING APPEAL
Vs	)	
	)	
Megan Scott	)	
45 Sycamore Avenue, Apt 427	)	
Charleston, SC 29407	)	
Defendant.	)	

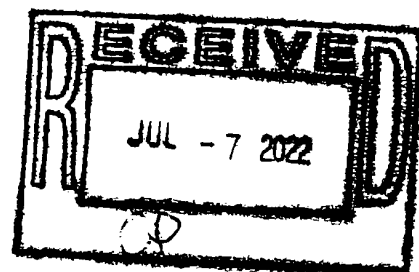
TO THE HONORABLE ELLEN S. STEINBERG:

PLEASE TAKE NOTICE that the Defendant, Megan Scott, by and through her undersigned counsel hereby motions the court to Alter or Amend its Judgment or in the alternative makes a Motion For Reconsideration and requests a hearing on this matter as soon as practicably possible but no sooner than ten days from the filing of the motion unless the Court determines otherwise on the ____ day of ____, 2022 at ____ .m at the West Ashley Magistrate Court located at 1720 Sam Rittenberg Blvd # 11, Charleston, SC 29407. The basis for Defendant's motion are as follows:

MOTION TO ALTER OR AMEND JUDGMENT

Pursuant to S.C. R. Civ. P. 59(e), a party may make a motion to the trial court requesting the trial judge to alter or amend the Court's judgment signed on July 6, 2022 not later than 10 days after receipt of written notice of the entry of the order on the same day.

- I. In the face of the Court's own findings of fact, the Court erred in its conclusion of law



Despite the Court's finding of facts sufficient to award possession of the property at issue to Defendant, the Court disregards the applicable law instead claiming that the lack of an existing statute relating to gifts between nonmarried parties controls the outcome. The Court states expressly finds:

"On April 13, 2022, Decedent moved Evie's paperwork to West Ashley Veterinarian Clinic (hereinafter referred to as "WAVC") to have Evie's residence and ownership updated. When Decedent registered Evie with WAVC, he filled out a form (hereinafter referred to as "Veterinarian Ownership Form") whereby Decedent named Defendant as "co-owner" of Evie."

As set out in Defendant's proposed order, the applicable law to be applied to the facts of this case are set out in *In Re Estate of Annie Mae B. Watford*, 409 S.E.2d 791, 305 S.C. 535 (S.C. App. 1991). In that case, the South Carolina Court of Appeals set out the well-established "any evidence" standard applicable to the Court's analysis to the facts at hand, as well as set out the limited circumstances when a court's findings will be disturbed on appeal under the "any evidence" standard if evidence exists in the record to support the court's decision. *In re Estate of Watford*, 409 S.E.2d 791, 305 S.C. 535 (S.C. App. 1991). The *Annie Mae* Court held:

"The question of ownership of personal property is a question of law. See *Estate of Stanley v. Sandiford*, 287 S.C. 148, 337 S.E.2d 248 (Ct.App.1985). Accordingly, the correct standard for reviewing the Probate Court's judgment as to the disputed bank account is the so-called "any evidence" standard. Cf. *Cook v. Eller*, 298 S.C. 395, 380 S.E.2d 853 (Ct.App.1989) (question of title to property is a legal one and review is thus limited to determination of whether there is any evidence to support

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Estate of Jonathan Bruner
5308 Lonchmore Avenue
Las Vegas, Nevada 89130

Plaintiff,

Vs

Megan Scott
45 Sycamore Avenue, Apt 427
Charleston, SC 29407
Defendant.

) 2022CV1010900773
) CIVL CASE NUMBER
) IN THE MAGISTRATE COURT
)

) **MOTION TO ALTER OR AMEND**
) **JUDGMENT OR IN THE ALTERNATIVE**
) **MOTION FOR RECONSIDERATION**
) **AND MOTION TO STAY**
) **JUDGMENT PENDING APPEAL**

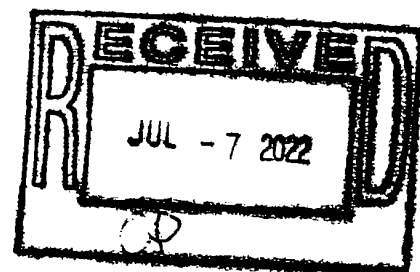
TO THE HONORABLE ELLEN S. STEINBERG:

PLEASE TAKE NOTICE that the Defendant, Megan Scott, by and through her undersigned counsel hereby motions the court to Alter or Amend its Judgment or in the alternative makes a Motion For Reconsideration and requests a hearing on this matter as soon as practicably possible but no sooner than ten days from the filing of the motion unless the Court determines otherwise on the ____ day of ____, 2022 at ____ .m at the West Ashley Magistrate Court located at 1720 Sam Rittenberg Blvd # 11, Charleston, SC 29407. The basis for Defendant's motion are as follows:

MOTION TO ALTER OR AMEND JUDGMENT

Pursuant to S.C. R. Civ. P. 59(e), a party may make a motion to the trial court requesting the trial judge to alter or amend the Court's judgment signed on July 6, 2022 not later than 10 days after receipt of written notice of the entry of the order on the same day.

- I. In the face of the Court's own findings of fact, the Court erred in its conclusion of law



Record on Appeal - 068

Despite the Court's finding of facts sufficient to award possession of the property at issue to Defendant, the Court disregards the applicable law instead claiming that the lack of an existing statute relating to gifts between nonmarried parties controls the outcome. The Court states expressly finds:

"On April 13, 2022, Decedent moved Evie's paperwork to West Ashley Veterinarian Clinic (hereinafter referred to as "WAVC") to have Evie's residence and ownership updated. When Decedent registered Evie with WAVC, he filled out a form (hereinafter referred to as "Veterinarian Ownership Form") whereby Decedent named Defendant as "co-owner" of Evie."

As set out in Defendant's proposed order, the applicable law to be applied to the facts of this case are set out in *In Re Estate of Annie Mae B. Watford*, 409 S.E.2d 791, 305 S.C. 535 (S.C. App. 1991). In that case, the South Carolina Court of Appeals set out the well-established "any evidence" standard applicable to the Court's analysis to the facts at hand, as well as set out the limited circumstances when a court's findings will be disturbed on appeal under the "any evidence" standard if evidence exists in the record to support the court's decision. *In re Estate of Watford*, 409 S.E.2d 791, 305 S.C. 535 (S.C. App. 1991). The *Annie Mae* Court held:

"The question of ownership of personal property is a question of law. See *Estate of Stanley v. Sandiford*, 287 S.C. 148, 337 S.E.2d 248 (Ct.App.1985). Accordingly, the correct standard for reviewing the Probate Court's judgment as to the disputed bank account is the so-called "any evidence" standard. Cf. *Cook v. Eller*, 298 S.C. 395, 380 S.E.2d 853 (Ct.App.1989) (question of title to property is a legal one and review is thus limited to determination of whether there is any evidence to support

the findings of the lower court).” *Estate of Watford, In re*, 409 S.E.2d 791, 305 S.C. 535 (S.C. App. 1991).

The Court’s Order in this case completely disregards the law as set out by the *Annie Mae* Court. Rather, the Court rests its conclusions wholly on the Court being “bound by the law” and, more specifically, that “South Carolina law does not provide any substantive rights to romantic partners.” Defendant’s argument is not based on the laws of intestate as the Court’s Order concludes but, rather, Defendant’s entire theory of the case, which the Court’s findings of fact conclude, is based on the gifting of the property at issue to the Defendant by the Decedent prior to Decedent’s demise. Therefore, the issue before the Court is not whether the Defendant died intestate or with a Will, but whether the property was owned by the Defendant prior to the Decedent’s death. The Court appears to believe that absent a specific statute relating to gifts to another regardless of the parties’ relationship, although the parties happened to have been romantically involved roommates which is irrelevant to the analysis, the Court is not bound by the common law relating to gifts or nontestamentary transfers.

MOTION TO STAY JUDGMENT

I. The Court’s Order shall be stayed pursuant to SCRCP 62(b) and/or SCRCP 62(d) as Defendant has provided the Court with sufficient supersedeas bond

The Court’s Order shall be stayed pending the outcome of this motion pursuant to SCRCP 62(b). SCRCP 62(b) states:

“In its discretion and on such conditions for the security of the adverse party as are proper, the court may stay the execution of or any proceedings to enforce a

judgment pending the disposition of a motion for a new trial or to alter or amend a judgment made pursuant to Rule 59, or of a motion for relief from a judgment...”

Here, the Court shall stay its judgment pursuant to SCRCP 62(b) until the Court has heard the Motion to Alter or Amend Judgment or, in the alternative, had the opportunity to reconsider its ruling. In accordance with SCRCP 62(b), the adverse party is protected by the bond posted for double the value pursuant thereby providing the necessary conditions of security contemplated by SCRCP 62(b).

In addition to SCRCP 62(b), SCRCP 62(d) stays the Order pending appeal of this action. While Defendant is hopeful this Court will reconsider its ruling, and in doing so alter or amend its judgment, in the event the Court is not persuaded, Defendant intends to appeal this matter based on the Court’s errors of law outlined herein. As a result, SCRCP 62(d) provides for this Court’s stay of the Order including relinquishing of the property at issue so long as the party has posted a supersedeas bond sufficient to protect the adverse party’s interest. SCRCP 62(d) states:

“When an appeal is taken, a party, by giving a supersedeas bond, may obtain a stay subject to the exceptions contained in subdivision (a) of this rule and the South Carolina Appellate Court Rules. The bond may be given at or after the time of filing the notice of appeal or of procuring the order allowing the supersedeas as the case may be. The stay is effective when the supersedeas bond is approved by the court.”

In the case at hand, the Court has already issued an order approving the supersedeas bond at the outset of this action due to the procedural posture and the rules of this Court relating to actions for Claim and Delivery. While Defendant

recognizes that it has not filed its official notice of appeal, rather, Defendant believes that this Court should have the opportunity to reconsider its Order based on Defendant's arguments contained herein, which will be presented on appeal thereby triggering SCRCP 62(d). To the extent that the Court requires, Defendant hereby incorporates her Notice of Intent to Appeal into this pleading for those purposes. As a result of all of the foregoing, the Court should immediately issue an Order staying the Judgment, although the South Carolina Rules of Civil Procedure automatically stay the Order absent any signed order as outlined herein by SCRCP 62.

WHEREFORE, based on the foregoing, Defendant hereby prays as follows:

- a) The Court Alter or Amend its Judgment or in the alternative reconsider its conclusion of law based on the Court's error as outlined herein;
- b) The Court schedule a hearing on this matter as soon as practicably possible in accordance with SCRCP 59(e) and other applicable rules relating to the scheduling of motions in this Court;
- c) The Court stay its Order issued July 6, 2022 pursuant to SCRCP 62;
- d) The Court issue such further relief as it deems just and proper.

Respectfully submitted,

Law Office of Jason S. Stevens



Jason S. Stevens

Attorney for Defendant Megan Scott

7/7, 2022
Charleston, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Estate of Jonathan Bruner)
5308 Lonchmore Avenue)
Las Vegas, Nevada 89130)

Plaintiff,)

Vs)

Megan Scott)
45 Sycamore Avenue, Apt 427)
Charleston, SC 29407)
Defendant.)

2022CV1010900773
CIVIL CASE NUMBER
IN THE MAGISTRATE COURT

CERTIFICATE OF SERVICE

I, Tiare-Leiana Solis, paralegal to Jason S. Stevens, Esq., counselor for Defendant Megan Scott in the above-captioned matter, certify that I have forwarded the foregoing *Motion to Alter or Amend Judgment Or In the Alternative Motion for Reconsideration and Motion to Stay Judgment Pending Appeal*, via email only addressed to the following persons:

Ted Corvey, Esq.
Corvey Law Firm
815 Savannah Hwy Suite 201
Charleston, SC 29407

July 7th, 2022


Tiare-Leiana Solis

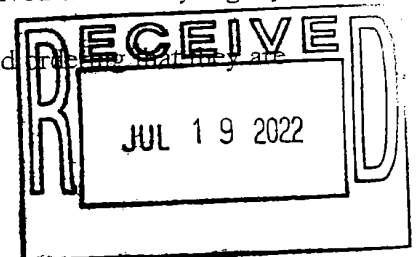
STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE'S COURT
	)	
COUNTY OF CHARLESTON	)	
	)	
Estate of Jonathan Bruner,	)	CASE NUMBER: 2022CV1010900773
	)	
Plaintiff,	)	
	)	
Vs.	)	PLAINTIFF'S MEMORANDUM IN
	)	OPPOSITION TO DEFENDANT'S
Megan Scott,	)	MOTION TO AMEND JUDGMENT
	)	OR IN THE ALTERNATIVE FOR
Defendant.	)	RECONSIDERATION
	)	

THIS MATTER comes before the Court on Defendant's Motion to Alter or Amend Judgment or in the Alternative for Reconsideration pursuant to South Carolina Rule of Civil Procedure 59. Plaintiff's by and through their undersigned counsel submit this Memorandum in Opposition to Defendant's Motion and request the Court to deny Defendant's Motion with prejudice for the reasons articulated herein.

I. THE COURT'S RULING WAS PROPER AND SHOULD BE UPHELD

In issuing its Order in present matter the Court correctly held, among other things, that: (1) there are no provisions of South Carolina Law that grant ownership and/or possessory rights of the personal property of a partner to unmarried romantic partners; (2) that the law of intestacy applies to this matter as Decedent (Jonathon Bruner) died without a valid will and, thus, South Carolina Code § 62-2-103 is the authority the Court must consider in rendering its ruling; (3) as South Carolina Code § 62-2-103 applies the Decedent's Father (Gary Bruner) is the sole heir of Decedent's Estate and is thus entitled to possession of the subject matter property - Evie. See ORDER, 2022CV1010900773, at 7-9.

Plaintiffs submit that the Court correctly applied the law and arrived at the only legally supported decision in could in granting Plaintiff's Claim and Delivery and ~~judging that they are~~



the legal owner's of Evie and have a right to possess Evie. Defendant's argument to the contrary (discussed *infra*) is erroneous and not supported by the law of this State. Furthermore, Defendant in bringing this motion has not raised any new arguments nor has it provided any ground for which rehearing's have been granted in this State as provided by South Carolina Rule 59(a). In addition, Defendant in its motion has not articulated any grounds for why judgment in this matter should be altered or amended, except to rehash untimely arguments which it has previously presented to the Court for consideration pursuant to South Carolina Rule of Civil Procedure 59(e). Accordingly, Defendant's motion should be denied with prejudice.

II. DEFENDANT'S ARGUMENT IN SUPPORT OF ITS MOTION IS LEGALLY ERRONEOUS, UNSUPPORTED BY COMPETENT EVIDENCE, AND IS UNTIMELY BROUGHT AND SHOULD BE PROPERLY STRIKEN

Defendant erroneously argues that the law which should dictate the Court's ruling in this matter is found in *In Re Estate of Annie Mae B. Watford*, 409 S.E.2d 791, 305 S.C. 535 (S.C. App. 1991). See Defendant's Motion to Alter or Amend Judgement or in the Alternative Reconsider, 2022CV1010900773, at 1-3. Defendant has argued that the Court erred in not ruling in her favor because the applicable legal standard is not guided by the law intestacy but rather the "any evidence" standard outlined by the *Annie Mae* Court. *Id.* Defendant appears to misunderstand the very standard she is arguing the Court adopt in this case, as what she requests is not applicable to this Court or other trial court but rather represents an appellate court's standard of review when evaluating a trial court's ruling. Indeed, the *Annie Mae* Court (the very authority Defendant argues supports its positions) cites another Court of Appeals case which explains the "any evidence" standard quite clearly. 409 S.E.2d at 792, 536 (citing *Cook v. Eller*, 289 S.C. 395, 380 S.E.2d 853 (Ct. App. 1989)). The Court of Appeals in *Cook v. Eller* explains that "*if in a law case tried by the judge without a jury the standard of appellate review is limited to a correction of a errors of law*

and a determination if there is any evidence to support the factual findings of the trial judge.”

Id., at 397, 854. As the legal standard Defendant argues should apply to this case is an appellate standard of review rather than one applicable to trial court’s Defendant’s motion should be denied with prejudice.

Despite entirely missing the mark in arguing that an appellate standard of review should dictate this Trial Court’s ruling, Defendant correctly provide from the *Annie Mae* Court that “[t]he questions of ownership of personal property is a question of law.” Defendant’s Motion to Alter or Amend Judgement or in the Alternative Reconsider, 2022CV1010900773, at 2 (citing 409 S.E.2d at 792, 536). Plaintiffs concede that proposition but highlight that the Court’s ruling in this matter was decided as a matter of law (i.e. the law of intestacy). *See* ORDER, 2022CV1010900773, at 7-9. Here, Defendant appears to try and argue that the law of intestacy should not apply in this matter, but the inquiry before the Court is whether or not Defendant owned Evie prior to Decedent’s Death. *See* Defendant’s Motion at 3. To be sure, it is possible for one to effect a transfer of title and/ownership of property prior to one’s death without the use of will or other estate planning device, however, the transfer of that title and/or ownership of the subject property must be clear, obvious, and unambiguous (e.g. a bill of sale, contract, or other writing that provides for clear and unambiguous transfer of property). Here, Defendant seems to argue that Decedent did effect the legal transfer of Evie by adding Defendant is an additional point of contact with the West Ashley Veterinary Clinic. For such a document to have any legal effect in this matter or any matter it must amount to competent evidence which it is not as it amounts to impermissible hearsay within hearsay.¹ If the Court were to give Defendant’s argument any credence in this matter the entire

¹ Plaintiffs objected through counsel at the trial of this matter to admission of hearsay statements contained within the West Ashley Veterinary Clinic form admitted at trial as Defendant’s Exhibit 1. More specifically, through counsel at trial Plaintiffs conceded that the appropriate foundation was laid through the testimony of the West Ashely Veterinary Practice Manager’s testimony for the physical admission of the document as an exception to the

purpose of the South Carolina Legislature enacting the intestate laws would be frustrated and rendered futile. As such, the Court should deny Defendant's motion on argued on these grounds with prejudice.

Defendants cite to the legal authority in its proposed order and the instant motion is untimely. At no point during the pretrial or trial phases of this matter did Defendant argue or provide to the Court that the law which should control the Court's ruling was that provided in *In Re Estate of Annie Mae B. Watford*, 409 S.E.2d 791, 305 S.C. 535 (S.C. App. 1991) or any other authority Defendant now cites in support of her position. Defendant for the first time in its proposed Order requested by the Court raised this issue and argument. As such, Plaintiffs submit that it is raised untimely and should not be included in the record on appeal and that Defendant only now raises the issue in an improper effort to the preserve issue for appeal. As such, the Plaintiffs moves the Court to properly strike any reference in the record to any legal issues first raised in Defendants Proposed Order or in the instant motion.

III. DEFENDANT HAS ACTED IN BAD FAITH, MISLED THE COURT, AND THE COURT SHOULD GRANT IMMEDIATE POSSESSION OF EVIE TO PLAINTIFFS

Plaintiffs also believe that the instant motion has been brought by the Defendant in bad faith to further delay justice to Plaintiffs. Prior to and throughout the pendency of this matter Defendant has ignored plaintiffs' efforts to take possession of their deceased son's dog, Evie,

hearsay bar pursuant to Rule 803(6) SCRE, but that the hearsay statements of the Decedent contained within the document should be properly redacted as hearsay. In addition, Plaintiffs also argued through counsel at trial that the hearsay statements of Decedent elicited through the testimony of Defendant at trial should have been excluded on the basis that the statements amounted to impermissible hearsay in that Decedent was unavailable pursuant to Rule 804 (a) but that no allowable exception applied under Rule 804 SCRE or another rule of evidence which would have permitted its admission. Furthermore, Plaintiff's proposed order provided at the request of the Court argued that both the hearsay statements of Decedent contained within Defendant's Exhibit 1 and the hearsay statement of Decedent elicited through the testimony of Defendant be properly excluded and not considered by the Court in issuing its ruling. Plaintiff's hereby incorporate by reference and renew the objections made through counsel at trial regarding the admission of improper hearsay and as articulated in Plaintiff's Proposed Order provided to the Court.

whether their own personal efforts or those of Plaintiff's Counsel. Indeed, even on Saturday May 21, 2022 when Defendant was served by this Court's Constable with legal process to include an Order requiring her to surrender Evie, Defendant fled the area without surrendering Evie to the Constable.

Despite being cautioned at length of the legal steps Plaintiff would take if she refused to surrender Evie, it took Defendant nearly one month from first contact to engage her own counsel. Following Defendant retaining her present Attorney Jason Stevens on May 25, 2022, she through Mr. Stevens agreed on the record with this Court initial trial date of May 27, 2022. Defendant agreed to the initial trial with full knowledge that Plaintiffs (some of whom suffer from physical ailments which make travel difficult) would be travelling from Las Vegas to Charleston for the hearing. Only after Plaintiff's begun the nearly coast to coast trip at considerable financial, physical, and emotional expense, did Defendant request through counsel that the trial date she agreed to a day prior be continued as she did not have enough time to prepare for a trial of nine (9) witnesses. Without input or the opportunity to be heard being provided to the Plaintiffs regarding Defendant's continuance request, the original trial was continued first to June 1, 2022, but then to June 17, 2022 to accommodate Defendant's Attorney's previously scheduled vacation and Order of Protection. The delay requested by the Defendant required the Plaintiffs to travel back to Las Vegas following the initial continuance, but then again back to Charleston from Las Vegas for the ultimate trial of this matter again at great financial, physical, and emotional expense to Plaintiffs. While scheduling issues routinely occur in all manner of cases, Plaintiff believes that Defendant's motivations in the present case have been dilatory and in bad faith.

Throughout these proceedings Defendant has articulated that her behavior has been justified through her belief that Decedent intended to leave Evie to her and that despite only living

together for approximately three (3) short months that Evie was her dog. Defendant has articulated this belief in her filed affidavit with the Court and through sworn testimony during the June 17, 2022 trial. Notably, despite Defendant's articulated grounds for her continuance being an inability to prepare for a nine (9) witness trial, which included six (6) of her own witnesses, at the trial of this matter Defendant only called two (2) witnesses one of which being herself. At trial Defendant testified on her own behalf and indicated among other things that she and Decedent planned to marry. Notably absent from Defendant's testimony, and presumably why other witnesses were not called at trial, was that she and Decedent had recently broken up prior his passing based upon infidelity concerns of the Decedent. More specifically, and upon information and belief, that Defendant had cheated on him while she was on vacation in Mexico during the week preceding his Decedent's passing. Not only had Defendant and Decedent recently broken up, but he was also in the process of moving out of the apartment they shared together. Indeed, as of May 4, 2022 (less than thirty-six hours prior to Decedent's passing) he and Evie were no longer living in the apartment he and Defendant shared and he had expressed to Defendant via text message that he would check on "[Defendant's] kitties" and would "get all [his] [explicative] [out of the apartment]." See Exhibit A attached hereto (emphasis added).²

Any determination of whether the Defendant's testimony before the Court on June 17, 2022 at the trial of this matter amounts to punishable perjury properly rests with this Court. However, Plaintiffs do pray that the Court conduct an inquiry into Defendant's testimony and motives and take any action the Court deems appropriate. Plaintiffs further submit that Defendant's motives in pursuing are not a good faith desire to retain possession of property she earnestly believes to be her own but, rather, a dilatory effort to further delay Plaintiff's possession of their deceased's son's

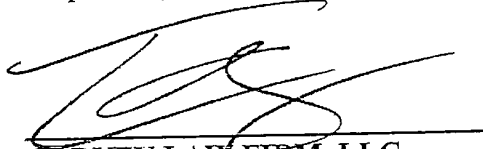
² Following the trial in this case, Plaintiffs were able to access the Decedent's Cell Phone which revealed for the first time the extent of Defendant's duplicity and why only raised now.

dog, Evie, for whatever her ill motivations may be. In that vein, Plaintiff's urge the Court to deny Defendant's motion and to further grant them immediate possession of Evie.

IV. CONCLUSION

For the reasons articulated herein, Plaintiff's pray that this Honorable Court deny Defendant's Motion with prejudice; grant them immediate possession of Evie; and to Order and grant any further such relief as is appropriate under the circumstances.

Respectfully submitted,



CORVEY LAW FIRM, LLC
Edward "Ted" R. Corvey, III
815 Savannah Hwy, Suite 201
Charleston, South Carolina 29407
South Carolina Bar #: 101454
ted@corveylawfirm.com
Phone: (843) 625-8600
ATTORNEY FOR THE PLAINTIFFS

July 18, 2022
Charleston, South Carolina

Exhibit A

12:57



Megan the Doctor

TEXT MESSAGE

Hello?

2:17

iMessage

Wed, May 4, 6:53 PM

Jonathan

6:53

What is going on

6:53

Going back to Dylan's house

6:55

??

6:55

Can you be a little less vague
please

6:59

I haven't heard back from you
all day

6:59

Actually never mind

6:59

I'll see you when I get back

7:00

Alright fine I will go check on
your kitties

7:01

And get all my shit

7:02



iMessage



STATE OF SOUTH CAROLINA	)	2022CV1010900773
	)	CIVIL CASE NUMBER
COUNTY OF CHARLESTON	)	IN THE MAGISTRATE COURT
	)	
Estate of Jonathan Bruner	)	
5308 Lonchmore Avenue	)	
Las Vegas, Nevada 89130	)	
	)	MEMORANDUM IN SUPPORT OF
	)	DEFENDANT'S MOTION TO ALTER OR
Plaintiff,	)	AMEND OR IN THE ALTERNATIVE
Vs	)	RECONSIDER AND REPLY TO
	)	PLAINTIFF'S MEMORANDUM IN OPPOSITION
	)	
Megan Scott	)	
45 Sycamore Avenue, Apt 427	)	
Charleston, SC 29407	)	
Defendant.	)	

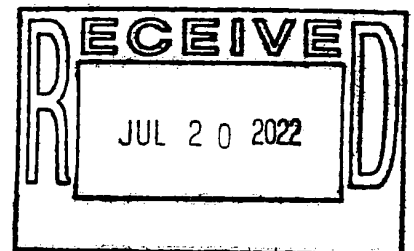
TO THE HONORABLE ELLEN S. STEINBERG:

PLEASE TAKE NOTICE that the Defendant, Megan Scott, by and through her undersigned counsel hereby files is Memorandum in Support of Defendant's Motion to Alter or Amend Judgment or in alternative Reconsider and in opposition to Plaintiff's Memorandum in Opposition to Defendant's Motion to Amend Judgment or in the alternative For Reconsideration.

MEMROANDUM OF LAW AND REPLY

I. Defendant's Arguments are made in response to the Court's Order and, therefore, are timely

Defendant's arguments in her post-judgment motion are timely in that the only time a party could raise an issue contained in an order would be after the Order was signed. Defendant does not believe that this argument necessitates a response as the issues raised in the Defendant's motion relate to issues of law that Defendant believes the Court mistakenly misapplied. The Defendant could have anticipated the Court would have relied wholly on the intestacy statutes for its decision and, as a result, the issue could not have been raised prior.



I. The “Any Evidence Standard” is not only the standard on appeal but it is the standard the Court should apply in making its determination

Plaintiff mistakenly argues that the “any evidence standard” outlined in Defendant’s motion is not applicable to the trial court despite it being the standard any appellate court will be utilizing in determining whether the Court’s findings and conclusions will survive appeal. Very simply, the Court has, absent an abuse of discretion, discretion in utilizing any evidence it believes sufficient to arrive at its position. Therefore, the law set out by *Annie Mae* is the law applicable to this case, and the Court sitting as a finder of fact, can rest its conclusion on the evidence it believes demonstrates proper ownership of the property at issue. Defendant’s objection is that the Court did not find that there was insufficient evidence based on the documents and testimony but, rather, on the absence of a will. Therefore, the Court mistakenly applied the statutes relating to testamentary transfers rather than transfers made prior to death.

II. Plaintiff does not deny Defendant’s theory of the case, only that the evidence was insufficient to demonstrate the transfer due to the rules on hearsay preventing the evidence from being admitted without the Court addressing the issue in its Order

This argument made by Plaintiff’s memorandum in opposition makes the same argument made at trial with regard to the inadmissibility of hearsay evidence including the information contained in the West Ashley Ownership Form and the testimony of Decedent, were understood by Defendant as having been overruled but the Order does not appear to admit the testimony, yet, includes the West Ashley Veterinarian Form as well as its contents. At trial, each time Defendant attempted to admit the Veterinarian Ownership Form’s contents, made reference to the form or attempted to admit any testimony between the Defendant and the Decedent, as indicated by Plaintiff’s memorandum in opposition, the specific objection was overruled.

However, despite ruling in Defendant's favor on the issue, which would have resulted in the testimony being considered in the Order, the Order is silent of any testimony between the Decedent and Defendant. Defendant is informed and believes that she is entitled to an amended Order or for the Court to reconsider its position to clarify whether the Court admitted the testimony and, if so, whether it was considered. The Plaintiff continues in its memorandum in opposition to argue the "inadmissible hearsay rule" is applicable to both the contents of the form and the testimony despite the Court making the proper ruling.

To further clarify the record, Plaintiff objected to Defendant's testimony relating to the parties' future, his intent on transferring the information on the microchip to Defendant, and other admissible statements showing Decedent's intent. After brief arguments of counsel for Plaintiff and Defendant as to the admissibility of the statements, the Court overruled Plaintiff's objection finding that the statement came in under Rule 804(a)(4) as the Decedent "is unable to be present or to testify at the hearing because of death..." *South Carolina Rule of Evidence 804*. Defendant correctly argued that Rule 804(a)(4) is an exception to the hearsay rule, however, there was a brief discussion on the record as to the applicability of Rule 804(b) and whether 804(b) was an "exception to the exception of 804(a)," thereby allowing the admissibility of the evidence or whether 804(b) were the exceptions to the hearsay rule, which would allow the admissibility of testimony when it was made by a declarant who qualified under Rule 804(a). Regardless of the Court's reasoning in overruling Plaintiff's objection, the Court was correct as the statement of Decedent are admissible pursuant to SCRE 804(b)(3) and, therefore, should be included in the Order.

In the case at hand, the testimony of the Decedent falls squarely into Rule 804(b)(3) and, as a result, if not considered by the Court, should have been considered by the Court

in its decision as well as noted in the Order. SCRE 804(b)(3) states “the following are not excluded by the hearsay rule if the declarant is unavailable as a witness:

(3) **Statement Against Interest.** A statement which was at the time of its making so far contrary to the declarant's pecuniary or proprietary interest, or so far tended to subject the declarant to civil or criminal liability, or to render invalid a claim by the declarant against another, that a reasonable person in the declarant's position would not have made the statement unless believing it to be true...” (emphasis added) *SCRE 804(b)(3)*

The declaration-against-interest exception to the hearsay rule is well established. It proceeds from a realization of the necessity for such evidence as well as an underlying presumption that the evidence is trustworthy. More specifically, declarations are not admitted unless the declarant is unavailable to testify; the hearsay account, therefore, is necessary if the substance of the statement is to be heard in court at all. The trustworthiness element is derived from the presumption that a statement against important interests of the declarant would not have been uttered by him unless he believed it to be true. See *Ronald S. Matthias, Evidence*, 32 S. C. L. Rev. 119 (1980).

In the present matter, the testimony relating to the Decedent's intent to transfer Evie to Defendant, including statements relating to the transfer of the microchip information that Plaintiff basis his entire ownership claim on, were not included in the Court's Order or otherwise not clearly considered by the Court in its decision. To be clear, statements evidencing Decedent's intent on “gifting” or otherwise transferring of Evie to Defendant such as those relating to the transfer of the microchip information would completely invalidate any proprietary interest Decedent had in Evie, which is the exact reason SCRE 804(b)(3) is an exception to the hearsay rule that allows the admission of the testimony. Furthermore, SCRE 804(b)(3) states that if the testimony at issue would render any claim by Decedent to ownership of the property, which is exactly what the

testimony accomplishes, then the testimony is admissible under the rule. As a result of the Decedent's statements invalidating his own ownership interest in the property, thereby resulting in a clear and unambiguous statement against his ownership interest in Evie, the statements made by Decedent should be admitted for consideration by this Court and included in the Order. At the very least, Defendant is entitled to an Amended Order of this Court that is clear as to its position on the admissibility of the form, the contents of the form, and the testimony of Defendant of the statements made by decedent including its ruling on the hearsay issues raised by Plaintiff.

II. The Plaintiff makes an argument based on "newly discovered evidence"

which would require Plaintiff to file a motion for a new trial under SCRCP 60

The Plaintiff attempts to introduce new evidence without requesting a new trial pursuant to SCRCP 60(b) in an attempt to have new evidence admitted outside of trial thereby evading the necessity of the evidentiary requirements necessary to have such evidence admitted. SCRCP 60 outlines the proper course when a party discovers evidence following a trial stating "on motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons: (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b)..."

In the current matter, we are arguing a Rule 59(b) motion and, therefore, Plaintiff is clearly within the timeframe to seek a new trial under SCRCP 59(b) in response to Defendant's own motion. However, even *assuming arguendo* that Plaintiff believes that the ten (10) day period has passed, SCRCP 60(2) allows him to make the Motion for a New Trial at any time

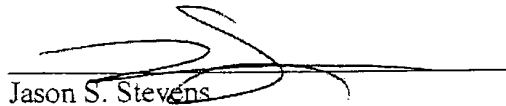
within one year of the judgment. Presumably, Defendant is satisfied with the outcome and does not want to risk an alternative outcome that could result from a new trial, which is why he attempts to bring in the evidence through his memorandum. Very simply, if Defendant wishes for the Court to consider the evidence Defendant included in its memorandum in opposition, the Defendant must file a motion for a new trial, then have the evidence admitted in the new trial, otherwise, the evidence is not proper before the Court to even be considered for any purpose.

WHEREFORE, based on the foregoing, Defendant hereby prays as follows:

- a) The Court Alter or Amend its Judgment or in the alternative reconsider its conclusion of law based on the Court's error as outlined herein;
- b) In the alternative, the Court stay its Order issued July 6, 2022 pursuant to SCRCP 62 until thirty (30) days from the issuance of its order on this motion;
- c) The Court issue such further relief as it deems just and proper.

Respectfully submitted,

Law Office of Jason S. Stevens



Jason S. Stevens

Attorney for Defendant Megan Scott

7/20, 2022
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	2022CV1010900773
	)	CIVIL CASE NUMBER
COUNTY OF CHARLESTON	)	IN THE MAGISTRATE COURT
	)	
Estate of Jonathan Bruner	)	
	)	COURT'S AMENDED ORDER
	)	IN RESPONSE TO DEFENDANT'S
	)	MOTION TO AMEND JUDGEMENT
Plaintiff,	)	
Vs	)	
	)	
Megan Scott	)	
	)	
<u>Defendant.</u>	)	

THIS MATTER came before the Court on June 16, 2022. Following the trial, the Court requested proposed Orders for consideration from both parties. This Court issued its Order on July 6, 2022.

Defendant moved for a Motion to Alter or Amend Judgement or in the Alternative Motion or Reconsideration and Motion to Stay Judgement Pending Appeal on July 7, 2022.

Plaintiff responded to Defendant's Motion on July 19, 2022.

Defendant responded to Plaintiff's Memorandum on July 20, 2022.

The Court heard this Motion on July 20, 2022, and issues the following:

Findings of Fact in response to Defendant's Motion and Plaintiff's Memorandum:

- 1) The Decedent's action of identifying the Defendant as a co-owner on the West Ashley Veterinarian Clinic form does not suffice to prove transfer of ownership. As stated in my Order: *As testified to by Evie's veterinary office, for routine visits to be accepted by someone other than the actual owner of the dog, they must appear on veterinary*

forms so the veterinary office itself is relieved of the liabilities that come with treating someone's animal without the owner's consent.

- 2) The Court did allow Defendant to testify on her behalf, over and against Plaintiff's objections. The Court recognizes that Magistrate Courts are part of the unified judicial system of South Carolina, also that trials in Magistrate Court "should be conducted in an informal manner" (S.C.R. Magis. Ct. 13(a)). The Court, upon hearing Defendant's testimony does not find a preponderance of evidence that Decedent ever intended to gift the property to Defendant.
- 3) The Court does not find that Defendant's reliance on Rule 804(b)(3) applies in this case. The facts of this case do not suggest at any point that Decedent was seeking to relinquish ownership of the property, which is necessary to trigger the Rule 804(b)(3) hearsay exception.
- 4) The Plaintiff's memorandum regarding Defendant acted in bad faith is new evidence that the Court cannot consider after the trial.

IT IS, THEREFORE ORDERED

The above Findings of Fact are incorporated into the Order of this Court, and that the Plaintiff, The Estate of Jonathan Bruner, and Gary Bruner as Personal Representative of the Estate of Jonathan Bruner's Claim and Delivery of Evie is hereby GRANTED.

IT IS FURTHER ORDERED

The Court's Order regarding possession of the property is stayed pending appeal on this matter, as provided for in SCRCP62(d).

AND IT IS SO ORDERED.

July 22, 2022

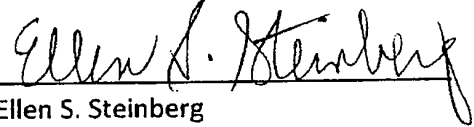

Ellen S. Steinberg
West Ashley Magistrate

Exhibit #12

8/22/22
Discuss with Judge Sumner
Judge Steinberg will need
to do better. She will
advise

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

MEGAN SCOTT)

Appellant,)

v.)

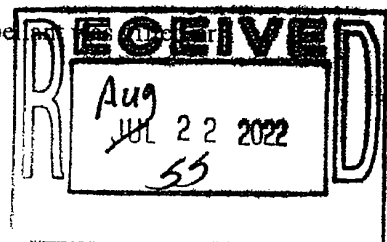
ESTATE OF JONATHAN BRUNER)

Respondent.)

PLEASE TAKE NOTICE that the Defendant, Megan Scott, by and through her undersigned counsel hereby files this Notice of Appeal of The Honorable Ellen J. Steinberg's Order issued in Civil Case Number 2022CV1010900773 on July 22, 2022. The basis for Defendant's Appeal are as follows:

I. The Magistrate Court abused its discretion in its findings of fact and conclusions of law

The Magistrate disregarded the applicable law, instead claiming that the lack of an existing statute relating to gifts between nonmarried parties controls the outcome, then, following Defendant's Motion to Reconsider appears to have changed its position ordering that the evidence presented at trial was insufficient to prove Appellant was a co-owner of the property at issue. Moreover, the Court in its July 20, 2022 Order from Defendant's Motion to Alter/Amend or, in the alternative, Motion to Reconsider, amongst other things, "cherry picks" testimony from the witness who testified to Appellant being listed as "co-owner" to get to the same outcome as the initial Order. As a result of the overwhelming evidence that Appellant



otherwise transferred co-ownership of the property by Decedent, the Court abused its discretion in failing to conclude that the title to the property automatically transferred to Appellant upon Decedent's death.

WHEREFORE, based on the foregoing, Appellant hereby prays as follows:

- a) The Court reverse and remand the magistrate court's Order finding that insufficient evidence existed to demonstrate a transfer of ownership occurred prior to Decedent's death;
- b) The Court grant sole, exclusive title and possession of the property at issue to Appellant.
- c) That the Court stay the Magistrate Court Order until this appeal can be heard pursuant to Rule 241 and SCRCP 62.
- d) The Court issue such further relief as it deems just and proper.

Respectfully submitted,

Law Office of Jason S. Stevens

s/ Jason S. Stevens

Jason S. Stevens

Attorney for Defendant Megan Scott

August 22, 2022
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NUMBER: 2022CP1003843
Megan Scott,	)	
	)	
APPELLANT,	)	
	)	RESPONDENT'S
VS.	)	MOTION TO DISMISS
	)	PURSUANT TO RULE 41, SCRCF
Estate Of Jonathan Bruner,	)	
	)	
RESPONDENT.	)	
_____	)	

YOU WILL PLEASE TAKE NOTICE that ten (10) days after service hereof, or as soon thereafter as counsel may be heard, Respondent, by and through its undersigned attorney, will move for an Order from this Court dismissing the above-captioned action case pursuant to Rule 41, SCRCF, for reasons more thoroughly outlined herein. Specifically, the basis for Respondent's motion is as follows:

RELEVANT FACTS

On May 18, 2022, the Estate of Jonathan Bruner filed an action to recover personal property in Charleston County Magistrate's Court. Specifically, the Estate of Jonathan Bruner sought to recover the decedent's one-year old Golden Doodle, Evie, from his girlfriend, the Appellant, with whom he had been residing with for a short-period of time and was in possession of the dog at the time of his unexpected passing. She subsequently refused to turn Evie over to the Executor of Decedent's Estate.

A trial was held in Charleston County Magistrate's Court on July 16, 2022, and the Court granted the Appellant/Personal Representative's Claim for Delivery of Evie and ordered that

Appellant relinquish custody of Evie within three days of the Order which was issued on July 6, 2022.

On or about July 7, 2022, in response to the Magistrate's Court Order granting possession of Evie to Respondents, Appellant filed a motion for reconsideration with the Magistrate Court. Appellant's motion for reconsideration was heard by the magistrate court on July 20, 2022. The Magistrate Court issued an amended Order still granting possession of Evie to Appellants.

On or about August 22, 2022, a Notice of Appeal was filed by the appellant.¹ Since that time, the original record has not been transmitted to the Clerk of Court nor has a motion to extend the time to prepare the certified record been filed. Respondents also submit that outside of the procedural and lack of prosecution issues articulated herein, Appellant's claim lacks merit, is not supported by the law and neither has Appellant articulated a sufficient legal reason for her appeal which would grant this Court a basis to review the Magistrate Court's ruling. Instead, Respondents submit that Appellant has only filed this appeal for the purpose of further delaying a grieving family from retaking possession of their deceased son's dog, Evie.

LEGAL ARGUMENT

Rule 74 of the South Carolina Rules of Civil Procedure sets out, "notice of appeal to the circuit court must be served on all parties within thirty (30) days after receipt of written notice of the judgment, order or decision appealed from. In all such appeals the notice of intention to appeal shall be filed with the clerk of the court to which the appeal is taken and with the inferior court or administrative agency or tribunal within the time provided by the statute, or by this rule when no time is fixed by statute, for service of the notice of intention to appeal."

¹ Notice of the appeal was sent via e-mail to the presiding Magistrate and Respondent's counsel by Appellant's counsel on August 22, 2022. No certificate of service for the same was provided at that time and, as of the filing of this motion, no Certificate of Service showing Appellant's Notice of Appeal was served on the Magistrate Court or Respondent has been filed with the Court.

Rule 75, SCRCPP, further delineates that, “upon filing of notice of appeal in an action the original record shall be certified by the clerk of the inferior court or administrative agency or tribunal and transmitted within thirty (30) days to the clerk of the court to which the appeal is taken. If the lower court, agency or tribunal has no clerk, then the original record shall be certified and transmitted by the judge or chief official of the lower court, agency or tribunal. Upon motion for good cause shown, the court may extend the time for the lower court, agency or tribunal to prepare and certify the record.”

When a Plaintiff fails to prosecute or comply with the Rules of Civil Procedure, Rule 41(b). SCRCPP provides that a defendant may move for dismissal of an action or of any claim against him.

The Court in *Joyner vs. Glimcher Properties*, 356 S.C. 460, 589 S.E. 2d 762 (2002), provided clarity regarding the very issue at question in this case. *Joyner* involved the appeal of a magistrate’s verdict to the circuit court. The magistrate who heard the case “did not file a return within 30 days, as required by Rule 75, SCRCPP. In fact. He never filed one. (The appellant) never required the circuit court to issue a writ of mandamus to force the magistrate to do so.” *Id* at 461, 763. The Respondent subsequently filed a motion to dismiss the appeal for failure to prosecute and the circuit court granted the motion, which ultimately resulted in the case being appealed to the South Carolina Court of Appeals.

The appellant in *Joyner* argued that the circuit court, by its own Order, could compel the magistrate’s return. However, the Court of Appeals found that, “when there is no return, the appellant from the magistrate’s court must act with due diligence and seek a writ of mandamus if necessary to compel the return.” *Id* at 463, 763 ². The Court of Appeals concluded, “Although

² See also, *State v. Barbee*, 280 S.C. 328, 329, 313 S.E.2d 297, 298 (1984) (citations omitted) (“The burden was on ... the party appealing below to obtain the magistrate’s compliance by mandamus if necessary.”); *State v. Adams*, 244

some may view the result we reach as harsh, we feel compelled under the current case law to uphold the circuit court's decision to dismiss the appeal for failure to prosecute. The motion to dismiss was the only motion in front of the court, and the court was under no obligation to sua sponte direct the magistrate to file a return.” *Id.*

Since the Notice of Appeal was filed in this case in August 2022, the Rules of Civil Procedure the magistrate has failed to properly certify and file the original record and the Appellant has not taken any action to compel the same. Much like the *Joyner* case, there was no writ of mandamus sought and, as of the filing of this motion, one has not been filed. Accordingly, it is appropriate for this Court to grant Defendant’s Motion to Dismiss this action for failure to prosecute.

WHEREFORE, the Defendant prays for an Order from this Court dismissing this action for failure to prosecute, with prejudice, and for any other relief that the Court deems just and proper.

[Signature to Follow]

S.C. 323, 326, 137 S.E.2d 100, 101 (1964) (citations omitted) (“When it became apparent to Respondent that the Magistrate had failed to perform the ministerial duty of transmitting the record of the trial Court to the appellate Court, it became incumbent upon Respondent to proceed by way of mandamus to enforce performance of his duty.”).

Respectfully submitted,

/s/ Edward Corvey

CORVEY LAW FIRM, LLC

Edward "Ted" R. Corvey, III, Esq

815 Savannah Hwy, Suite 201

Charleston, South Carolina 29407

South Carolina Bar #: 101454

ted@corveylawfirm.com

(843) 625 8600

ATTORNEY FOR THE RESPONDENTS

December 12, 2022
Charleston, South Carolina

Exhibit # 14

2022-0773

Common Pleas
Charleston County Judicial Center
100 Broad Street - Suite 106
Charleston, SC 29401-9401

STATE OF
SOUTH CAROLINA



Honorable Ellen S Steinberg
Post Office Box 31861

Charleston, SC 29407

NOTICE OF MOTION SCHEDULING

January 20, 2023

Motion "MDISMS - Motion to Dismiss" for Case: 2022CP1003843 - Megan Scott VS Jonathan Bruner , defendant, et al has been added to the following Motions Roster:

572 - Judge Curtis Virtual Motions Roster for February 9, 2023

This hearing of this motion has been scheduled for 2/9/2023 at 11:30 AM.

Motion(s) for the herein referenced case will be heard by the Honorable Judge Kristi F. Curtis on the above specified date and time. The hearing will be held via the WebEx Virtual Courtroom. To access the virtual courtroom, go to the South Carolina Judicial Website at SCCOURTS.ORG. Click "Calendar", then "Monthly View", then "Circuit" on the day your hearing is scheduled. Scroll until you find Judge Kristi F. Curtis, then click the Virtual Courtroom link. Please enter your full name and email address to join. Memos and briefs are to be submitted by the end of business day on Wednesday, February 1, 2023.

For questions, please contact Joy Johnson at (843) 958-5049 or jsjohnson@charlestoncounty.org.

Mail Notice To:	Court Info:
Honorable Ellen S Steinberg Post Office Box 31861 Charleston, SC 29407	Common Pleas Charleston County Judicial Center 100 Broad Street - Suite 106 Charleston, SC 29401-9401

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843) 958-5000

Respectfully,

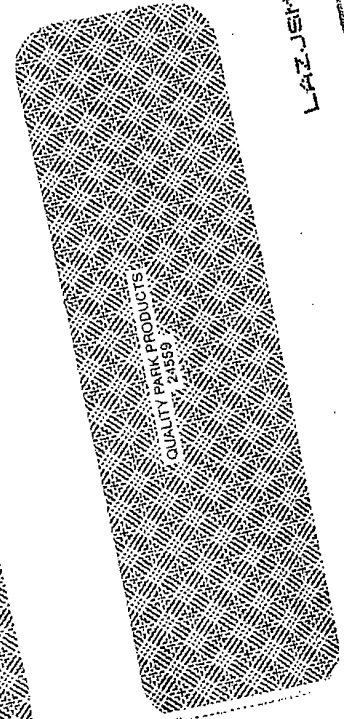
Julie Armstrong
Clerk of Court

2023 JAN 24 PM 3:20

First
Col



LAZJEMM 29417



QUALITY PARK PRODUCTS
LAZJEMM 29417

LAW OFFICE OF JASON S. STEVENS, LLC

215 East Bay Street, Suite 500-H, Charleston, South Carolina 29401

(843) 789-3620 Direct Line

(843) 414-7240 Facsimile

www.JSStevensLaw.com

January 27, 2023

VIA US MAIL

The Honorable Ellen J. Steinberg
West Ashley Area Magistrate Court
1720 Sam Rittenberg Blvd., Unit 11
Charleston, SC 29407

Re: Megan Scott v. Estate of Jonathan Bruner
Case No.: 2022CP1003843

Dear Judge Steinberg,

Enclosed please find the filed copy of the *Petition for Writ of Mandamus and Request for Sua Sponte Relief* and the Certificate of Service.

With kind regards, I remain,

Very truly yours,



Jason S. Stevens

Encl.: as stated

cc: Client (via email)

Edward "Ted" R. Corvey, III, Esq. (via email)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	
MEGAN SCOTT	)	PETITION FOR WRIT OF
	)	MANDAMUS AND REQUEST
Appellant,	)	FOR <i>SUA SPONTE</i> RELIEF
	)	
v.	)	
	)	
ESTATE OF JONATHAN BRUNER	)	
	)	
Respondent.	)	

PLEASE TAKE NOTICE that the Appellant, Megan Scott, by and through her undersigned counsel hereby files his Writ of Mandamus seeking this Court's Order compelling The Honorable Ellen J. Steinberg file her Return to Appellant's Notice of Appeal including providing this Court with the original record of Civil Case Number 2022CV1010900773.

LEGAL ARGUMENT

I. Writ of Mandamus

Mandamus is the highest judicial writ and is issued only when there is a specific right to be enforced, a positive duty to be performed, and no other specific remedy. A writ of mandamus is a coercive writ that orders a public official to perform a ministerial duty. Mandamus will issue only to compel a public official to perform a mandatory legal duty. The purpose of a writ of mandamus is to enforce an established right and a corresponding imperative duty created or imposed by law. When the legal right is doubtful, or the performance of duty rests in discretion, or when there is another adequate remedy, a writ of mandamus cannot rightfully be issued. *City of Rock Hill v. Thompson*, 349 S.C. 197, 199-200, 563 S.E.2d 101, 102 (2002) (internal citations omitted). "The primary purpose or function of a writ of mandamus is to enforce an established right, and to enforce a corresponding imperative duty created or imposed by law." *Willimon v. City of Greenville*, 243 S.C. 82, 86-87, 132 S.E.2d 169, 170-71 (1963).

“Its principal function is to command and execute, and not to inquire and adjudicate; therefore, it is not the purpose of the writ to establish a legal right, but to enforce one which has already been established.” Id.

“For a writ of mandamus to issue, the following must be shown: (1) a duty of the Respondent to perform the act; (2) the ministerial nature of the act; (3) the Petitioner’s specific legal right for which discharge of the duty is necessary; and (4) a lack of any other legal remedy.” *Edwards v. State*, 383 S.C. 82, 97, 678 S.E.2d 419, 420 (2009). “[W]hen mandamus is warranted, ‘the judiciary cannot properly shrink from its duty.’” Id. (quoting *Blalock v. Johnston*, 180 S.C. 40, 50, 185 S.E. 51, 55 (1936)).

In the case at hand, the Clerk of Magistrate failed to file a Return to Appellant’s Notice of Appeal and provide this Court the official record of the case within thirty (30) days from the date of Appellant’s Notice of Intent to Appeal. Appellee is understandably frustrated by the Magistrate Court’s failure to act despite a legal duty pursuant to SCRCP 74 requiring the Court to do so. However, the obligation pursuant to SCRCP 74 is not on Appellant, but on the Magistrate Court. Further, although in *Joyner vs. Glimcher Properties*, the case cited by Appellee as the basis for dismissing this appeal, the Court of Appeals found that the Appellant had a duty to file a Writ of Mandamus to the Circuit Court, which is exactly what this Appellant has done. 356 S.C. 460, 589 S.E. 2d 762 (2002). In fact, Appellant joins in Appellee’s request that this Court issue a *sua sponte* order requiring the Magistrate Court to file its Return including providing this Court with a copy of the original, certified record of this matter so there is no further delay.

Based on all of the foregoing legal authority including Appellant’s only relief being a Writ of Mandamus by this Court to meet her obligation, Appellant is informed and believes she is entitled to the relief requested herein. As a final matter, it would be a grave miscarriage of justice for this Court to decide this case on procedural grounds rather than on the merits

especially considering that the duty that Appellee's Motion to Dismiss is based on is the duty of the Magistrate, not the duty of Appellant.

WHEREFORE, based on the foregoing, Appellant hereby prays as follows:

- a) The Court DENY in the Appellee's Motion to Dismiss in its entirety;
- b) The Court grant the Appellant's Writ of Mandamus Ordering the Magistrate Court to file its return and produce the certified record in a timely manner, *sua sponte* or otherwise;
- c) The Court issue such further relief as it deems just and proper.

Respectfully submitted,

Law Office of Jason S. Stevens

s/Jason S. Stevens

Jason S. Stevens

Attorney for Appellant Megan Scott

January 27, 2023
Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL DISTRICT
COUNTY OF CHARLESTON	)	
	)	CASE NO.: 2022CP1003843
MEGAN SCOTT,	)	
	)	
Appellant,	)	
	)	
v.	)	CERTIFICATE OF SERVICE
	)	
ESTATE OF JONATHAN BRUNER,	)	
	)	
Respondent.	)	
_____	)	

I, Courtney L. Spann, paralegal to Jason S. Stevens, Esq., counselor for the Appellant in the above-captioned matter, certify that I have forwarded a copy of the foregoing: *Petition for Writ of Mandamus and Request for Sua Sponte Relief* via US Mail and email to the following persons:

The Honorable Ellen J. Steinberg
 West Ashley Area Magistrate Court
 1720 Sam Rittenberg Blvd., Unit 11
 Charleston, SC 29407
esteinberg@charlestoncounty.org

Edward "Ted" R. Corvey, III, Esq.
 Corvey Law Firm, LLC
 815 Savannah Hwy, Suite 201
 Charleston, SC 29407
ted@corveylawfirm.com

January 27, 2023

Courtney L. Spann
 Courtney L. Spann

LAW OFFICE OF JASON S. STEVENS, LLC

215 East Bay Street, Suite 500-H, Charleston, South Carolina 29401

(843) 789-3620 Direct Line

(843) 414-7240 Facsimile

www.JSStevensLaw.com

January 31, 2023

VIA US MAIL

The Honorable Joanna Summey
West Ashley Area Magistrate Court
1720 Sam Rittenberg Blvd., Unit 11
Charleston, SC 29407

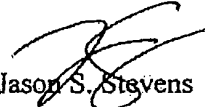
Re: Megan Scott v. Estate of Jonathan Bruner
Case No.: 2022CP1003843

Dear Judge Summey,

Enclosed please find the filed copy of the *Affidavit of Megan Scott* and the Certificate of Service.

With kind regards, I remain,

Very truly yours,


Jason S. Stevens

Encl.: as stated

cc: Client (via email)

Edward "Ted" R. Corvey, III, Esq. (via email)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	
MEGAN SCOTT	)	
	)	AFFIDAVIT OF MEGAN SCOTT
Appellant,	)	
	)	
v.	)	
	)	
ESTATE OF JONATHAN BRUNER	)	
	)	
<u>Respondent.</u>	)	

PERSONALLY appeared before me, Megan Scott, who, after first being duly sworn, deposes and states the following:

1. My name is Megan Scott and I am over 18 years of age. I am legally competent to give an affidavit, and I make this affidavit based upon my personal knowledge.
2. On May 20, 2022, Appellee filed the summons and complaint which was served on Appellant on May 21, 2022. On May 25, 2022, I filed my Answer, Affidavit of Defendant and/or in the Alternative Request for Post-Seizure Hearing.
3. On June 16, 2022, the case came to trial and was ruled on by the Magistrate Court on July 6, 2022.
4. On July 7, 2022, I filed a Motion to Alter or Amend Judgment or in the Alternative Motion for Reconsideration and Motion to Stay Judgment Pending Appeal on setting out several grounds that I believed the Magistrate Court had mistakenly ruled on or, at the very least, needed clarification on those issues that I believed the Court committed reversible error.
5. On July 22, 2022, the Magistrate Court issued its Order Denying Defendant's Motion to Compel, and in doing so, contradicted many of its rulings at trial or, at the very least, changed

positions in what appears to be the Magistrate Court's apparent attempt to avoid being reversed due to the errors or other rationale of the initial final Order following the trial.

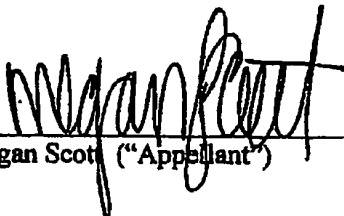
6. On July 22, 2022, the Order denying our Motion to Reconsider was served on my attorney via email only. On August 22, 2022, in accordance with SCRCP 74, I filed my Notice of Appeal and properly served all the parties as set out in my memorandum of law in opposition to Appellee's Motion to Dismiss. In addition to serving Judge Steinberg, my attorney served the West Ashley Magistrate court and Sharon, the Judge's assistant, to ensure that the Court was aware of the filing. Upon information and belief provided by the West Ashley Magistrate Court, Judge Steinberg took a new position after being served with the Notice of Appeal, but apparently neither she or the clerk passed the information to Judge Summey, who was going to fulfill her role after she left.

7. As a result of her departure, the Return was never filed by Judge Steinberg or the record prepared by the Court.

8. On January 27, 2023, I properly served all parties with my filed Writ of Mandamus requesting the Circuit Court to compel production of their Return including the original certified record of the matter so my appeal could be properly heard.

9. Additionally, I have served this Affidavit on all parties in accordance with the rules and this Court's deadline of February 1, 2023 for all submissions related to Appellee's Motion to Dismiss.

FURTHER AFFIANT SAYETH NOT!


Megan Scott ("Appellant")

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

MEGAN SCOTT,

Appellant,

v.

ESTATE OF JONATHAN BRUNER,

Respondent.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL DISTRICT

CASE NO.: 2022CP1003843

CERTIFICATE OF SERVICE

I, Courtney L. Spann, paralegal to Jason S. Stevens, Esq., counselor for the Appellant in the above-captioned matter, certify that I have forwarded a copy of the foregoing: *Affidavit of Megan Scott* via US Mail and email to the following persons:

The Honorable Joanna Summey
West Ashley Area Magistrate Court
1720 Sam Rittenberg Blvd., Unit 11
Charleston, SC 29407
jsummey@charlestoncountv.org

Edward "Ted" R. Corvey, III, Esq.
Corvey Law Firm, LLC
815 Savannah Hwy, Suite 201
Charleston, SC 29407
ted@corveylawfirm.com

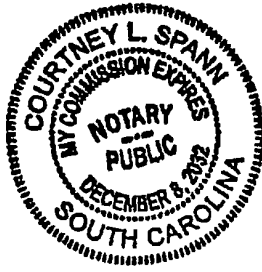
January 31, 2023

Courtney L. Spann
Courtney L. Spann

Subscribed and sworn to before me this 31st day of January, 2023

Courtney L Spann
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 12/8/2032



LAW OFFICE OF JASON S. STEVENS, LLC

215 East Bay Street, Suite 500-H, Charleston, South Carolina 29401

(843) 789-3620 Direct Line
(843) 414-7240 Facsimile
www.JSStevensLaw.com

February 1, 2023

VIA US MAIL

The Honorable Joanna Summey
West Ashley Area Magistrate Court
1720 Sam Rittenberg Blvd., Unit 11
Charleston, SC 29407

Re: Megan Scott v. Estate of Jonathan Bruner
Case No.: 2022CP1003843

Dear Judge Summey,

Enclosed please find the filed copy of the *Memorandum of Law in Opposition to Appellee's Motion to Dismiss* and the Certificate of Service.

With kind regards, I remain,

Very truly yours,



Jason S. Stevens

Encl.: as stated

cc: Client (via email)
Edward "Ted" R. Corvey, III, Esq. (via email)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	
MEGAN SCOTT	)	MEMORANDUM OF LAW
	)	IN OPPOSITION TO APPELLEE'S
Appellant,	)	MOTION TO DISMISS
	)	
v.	)	
	)	
ESTATE OF JONATHAN BRUNER	)	
	)	
<u>Respondent.</u>	)	

PLEASE TAKE NOTICE that the Appellant, Megan Scott, by and through her undersigned counsel hereby files this Memorandum of Law in Opposition to Appellee's Motion to Dismiss. In opposition of Appellant states as follows:

LEGAL ARGUMENT

Appellee correctly cites in his Motion to Dismiss the applicable law of Rule 74 of the South Carolina Rules of Civil Procedure which states:

“[n]otice of appeal to the circuit court must be served on all parties within thirty (30) days after receipt of written notice of the judgment, order or decision appealed from. In all such appeals the notice of intention to appeal shall be filed with the clerk of the court to which the appeal is taken and with the inferior court or administrative agency or tribunal within the time provided by the statute, or by this rule when no time is fixed by statute, for service of the notice of intention to appeal.”

I. The Magistrate Court was properly served with the Notice of Intent to Appeal

While Appellee cites the law correctly, Appellant inaccurately claims that Appellant did not properly serve the magistrate with its Notice of Intent to Appeal. Appellant properly served

the Court pursuant to SCRCP 74 as noted by Appellant's email in response to the Magistrate Court's Order Denying Plaintiff's Motion to Reconsider. Furthermore, Appellate Case No. 2022-000029, the Supreme Court's Order entitled "Service by Email in the Trial Courts," states:

"(b) E-Mail as Additional Method of Service. In addition to the methods of service that may be provided for in the rules governing service of pleadings and other papers in the circuit, family, probate, and summary courts of this state, pleadings and other papers may be served by e-mail pursuant to the provisions of this order."

As the Notice of Intent to Appeal is a pleading falling within the scope of the rule, the Notice of Intent was properly served on the Magistrate Court in accordance with the rules. Furthermore, it should be noted that the Magistrate Court initiated the use of email as a means of service in this matter including continuously corresponding with both parties by email throughout the matter, filing pleadings with objections via email throughout the matter, issuing all Orders by email, including the order currently before this Court being appealed, and even stating to the attorneys that given both parties were represented by counsel in this matter, submitting to the attorneys that email was an appropriate way of corresponding with the Court in this matter. Additionally, not that the Magistrate's Court's knowledge gained during the trial as well as the post-judgment stage of the matter is a substitute for proper service of a Notice of Appeal, but the Magistrate in this case was well aware of the Appellant's intent to appeal even stating on the record at one point that she understood that Appellant intended on immediately appealing the magistrate Court's order following her entry of the order on Appellant's Motion for Reconsideration. As a result,

any argument by Appellee that the Magistrate Court was not properly served is without merit.

II. The case law cited by Appellee is not applicable to the case at hand

Appellee incorrectly cites *Joyner vs. Glimcher Properties*, as the proper guidance for this Court's dismissal of this case. 356 S.C. 460, 589 S.E. 2d 762 (2002) As an initial matter, in this matter, unlike the Appellant in *Joyner*, the Appellant has filed a timely Writ of Mandamus requesting this Court command the Magistrate Court file a Return that includes the original record of the matter by the Magistrate's Clerk. Additionally, contrary to the Appellant in *Joyner*, this Appellant has acted to ensure that the Magistrate Court complies with SCRCP 74. As a result of Appellant's filing of its Writ of Mandamus seeking that this Court command the Magistrate Court's production of its Return and the original record, the reasons for granting the dismissal in *Joyner* are not present here.

In addition to the foregoing, that distinguishes the current matter fully from the matter in *Joyner*, thereby removing dismissal as an appropriate remedy in this matter, the Court should issue the Writ of Mandamus compelling the Magistrate Court to file its Return as well as the original record because the issue of why the Return was not filed timely is now remedied. To clarify, the reason the Return was not timely filed is apparently because the Magistrate, who issued the Order, is no longer the West Ashley Magistrate. Rather, the acting West Ashley Magistrate is currently Magistrate JoAnna E. Summey, who is now on notice of the untimely Return as well as the Writ of Mandamus that has been filed seeking compliance with providing the original record. Upon learning that the Magistrate, who issued the Order, is no longer the Magistrate, Appellant served upon the new Magistrate, who is fulfilling the prior Magistrate Judge's duties, the Magistrate Court's Clerk and the Magistrate Court's assistant, with the Writ and Appellant's Affidavit in

Support of this Memorandum, setting out the timeline of the events as well as the relief the Appellant is seeking. Consequently, Appellee's Motion to Dismiss should be denied because this Court can issue the relief Appellee is seeking either *sua sponte* or otherwise ensuring that the appeal is heard on the merits, which was the exact reason the Court stated it could not rule in favor of Appellant in Joyner and, moreover, preventing a grave miscarriage of justice by dismissing an appeal on a "technicality," that was no fault of the Appellant's, rather than hearing the appeal on the merits.

Based on the foregoing Writ of Mandamus, that this Court could grant *sua sponte* if it chose, and the clarification of the issue that delayed the Return from being filed now being corrected, this Court should deny the Appellee's Motion to Dismiss, and require the West Ashley Magistrate Court to issue their Return including the original record.

WHEREFORE, based on the foregoing, Appellant hereby prays as follows:

- a) The Court DENY in the Appellee's Motion to Dismiss in its entirety;
- b) The Court grant the Appellant's Writ of Mandamus Ordering the Magistrate Court to file its return and produce the certified record in a timely manner, *sua sponte* or otherwise;
- c) The Court issue such further relief as it deems just and proper.

Respectfully submitted,

Law Office of Jason S. Stevens

s/Jason S. Stevens

Jason S. Stevens

Attorney for Appellant Megan Scott

February 1, 2023
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

MEGAN SCOTT,

Appellant,

v.

ESTATE OF JONATHAN BRUNER,

Respondent.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL DISTRICT

CASE NO.: 2022CP1003843

CERTIFICATE OF SERVICE

I, Courtney L. Spann, paralegal to Jason S. Stevens, Esq., counselor for the Appellant in the above-captioned matter, certify that I have forwarded a copy of the foregoing: *Memorandum of Law in Opposition to Appellee's Motion to Dismiss* via US Mail and email to the following persons:

The Honorable Joanna Summey
West Ashley Area Magistrate Court
1720 Sam Rittenberg Blvd., Unit 11
Charleston, SC 29407
jsummey@charlestoncountytv.org

Edward "Ted" R. Corvey, III, Esq.
Corvey Law Firm, LLC
815 Savannah Hwy, Suite 201
Charleston, SC 29407
ted@corveylawfirm.com

February 1, 2023

Courtney L. Spann
Courtney L. Spann

Ellen S. Steinberg

From: Ellen Steinberg <esstnbrg@aol.com>
Sent: Monday, February 6, 2023 1:12 PM
To: Ellen S. Steinberg
Subject: Fw: Automatic reply: Test

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

Sent from the all new AOL app for iOS

Begin forwarded message:

On Tuesday, January 31, 2023, 4:03 PM, Ellen S. Steinberg <ESteinberg@charlestoncounty.org> wrote:

Thank you for your email. Kindly note that Judge Steinberg is now Director of the Charleston County Criminal Justice Coordinating Counsel/ CJCC.

Her new email is: essteinberg@charlestoncounty.org

All judicial communications can be sent to the attention of Chief Judge Joanna Summey at:

jsummey@charlestoncounty.org

Ellen S. Steinberg

From: Joanna Elizabeth Summey
Sent: Tuesday, January 31, 2023 1:58 PM
To: Ellen S. Steinberg
Subject: Fwd: Filed Petition for Writ of Mandamus & COS
Attachments: 1.27.23 Ltr to Judge Steinberg encl Petition for Writ of Mandamus & COS.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Ellen! Hope all is well with the CJCC. Please see attached email. An appeal was filed and has not been answered. Please let me know if you need anything from the court to write this appeal. I was told that it was forwarded to you, but you may not have received it.

Annie

Get [Outlook for iOS](#)

From: Courtney Spann <courtney@jsstevenslaw.com>
Sent: Monday, January 30, 2023 10:43 AM
To: Joanna Elizabeth Summey <JSummey@charlestoncounty.org>
Cc: Jason Stevens <jstevens@jsstevenslaw.com>; Jennifer Stevens <jennifer@jsstevenslaw.com>; Courtney Spann <courtney@jsstevenslaw.com>; West Ashley <WestAshley@CharlestonCounty.org>; Sharon D. Stokes <SStokes@charlestoncounty.org>; ted@corveylawfirm.com <ted@corveylawfirm.com>
Subject: FW: Filed Petition for Writ of Mandamus & COS

CAUTION: This email originated outside of Charleston County. Do not click links or open attachments from unknown senders or suspicious emails. If you are not sure, please contact IT helpdesk.

Good morning, Judge,

I received an auto reply that Judge Steinberg is no longer a Magistrate and wanted to make sure the attached filing got to the right hands. Your email address was given and I just wanted to pass this on to you. There is also a physical copy that was mailed to the West Ashley location.

Please let us know if you have any questions.

Courtney L. Spann
Paralegal to Jason S. Stevens and Jennifer Stevens
Attorneys at Law
Law Office of Jason S. Stevens, LLC
[215 East Bay Street](#)
[Suite 500-H](#)
Charleston, South Carolina 29401
Office Phone: [\(843\)789-3620](#)
Facsimile: [\(843\)414-7240](#)

courtney@jsstevenslaw.com

From: Courtney Spann <courtney@jsstevenslaw.com>

Sent: Friday, January 27, 2023 4:07 PM

To: 'westashley@charlestoncounty.org' <westashley@charlestoncounty.org>; 'esteinberg@charlestoncounty.org' <esteinberg@charlestoncounty.org>; 'ted@corveylawfirm.com' <ted@corveylawfirm.com>; 'sstokes@charlestoncounty.org' <sstokes@charlestoncounty.org>

Cc: 'Jason Stevens' <jstevens@jsstevenslaw.com>; 'Jennifer Stevens' <jennifer@jsstevenslaw.com>; 'Courtney Spann' <courtney@jsstevenslaw.com>; 'scott mega@outlook.com' <scott mega@outlook.com>

Subject: Filed Petition for Writ of Mandamus & COS

Good afternoon, all,

Please see attached. Mr. Corvey, please let me know if you would like me to send you a physical copy in the mail.

Thank you,

Courtney L. Spann
Paralegal to Jason S. Stevens and Jennifer Stevens
Attorneys at Law
Law Office of Jason S. Stevens, LLC
215 East Bay Street
Suite 500-H
Charleston, South Carolina 29401
Office Phone: (843)789-3620
Facsimile: (843)414-7240
courtney@jsstevenslaw.com



SUMMARY COURTS

843.766-6531
Fax: 843.571-4751
1720 Sam Rittenberg Blvd, Unit 11
Charleston, SC 29407

February 7, 2023

Common Pleas
Charleston County Judicial Center
100 Broad Street – Suite 106
Charleston, SC 29401

RE: Common Pleas: 2022CP1003843
Civil Case: 2022CV1010900773
ESTATE OF JONATHAN BRUNER vs MEGAN SCOTT

Dear Sir/Madam:

Please find enclosed the original and two (2) copies of Magistrate's Return regarding the above.

Please file the original(s) and return a stamped-clocked copy for our records.

Sincerely,

Sharon Stokes
Summary Court Specialist

/ss

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	APPEAL FROM MAGISTRATE COURT
	)	(Magistrate Court No. 2022CV1010900772)
	)	
MEGAN SCOTT	)	CASE NO. 2022-CP-10-003843
	)	
Appellant,	)	
	)	BRIEF OF APPELLANT
v.	)	IN SUPPORT OF APPEAL
	)	
ESTATE OF JONATHAN BRUNER	)	
	)	
Respondent.	)	
_____	)	

STATEMENT OF THE CASE

This case concerns the rightful ownership of a dog, a golden doodle named Evie (hereinafter referred to as “Evie”). The Appellant, Megan Scott, (hereinafter referred to as “Appellant” or “Ms. Scott”) asserts that she co-owned the dog with her late boyfriend, Jonathan Bruner (hereinafter referred to as “Decedent”), with whom she shared a home in Charleston County, South Carolina.

Decedent died intestate on May 5, 2022. As a result, Decedent’s father, who lives in Las Vegas, Nevada, was named personal representative of the estate, (hereinafter referred to as “Respondent”). After Decedent’s untimely death, Respondent travelled to Charleston South Carolina to wrap up Decedent’s affairs and gather any personal property that Decedent left behind. This included achievement medals and mementos from his time as service member, and other possession, all of which Ms. Scott provided. To Ms. Scott’s dismay, however, Respondent also demanded possession of Evie. Respondent, a Nevada resident, had never lived with Evie, nor had

he even met the dog, but now claimed she had become his possession as a result Decedent's death. Ms. Scott refused Respondent's demand.

On May 18, 2022, Respondent filed a Claim and Delivery action for possession of personal property, wherein he sought possession of Evie. (See Exhibit #1 to Magistrates Return of Civil Appeal, filed February 7, 2023).¹ In his Affidavit, Respondent claimed Evie had legally become his possession as a result of Decedent's passing and that he wanted the dog as a lasting memory of his son. Ms. Scott was served with the Claim and Delivery Petition and an Order of Seizure for Immediate Delivery of Property on May 21, 2022. (Exhibit #2).

On May 25, 2022, Ms. Scott filed her Answer, Affidavit of Defendant, and/or in the Alternative, Request for Post-Seizure Hearing. (Exhibit #3). Pursuant to S.C. Code Ann. Sec. 22-3-1440, she then supplied the Court with a bond of \$3,000.00, double the value reported in Respondent's petition. (Exhibit #4) At the hearing, Ms. Scott was awarded possession of the property pending trial or settlement negotiations.

The trial was held on July 16, 2022. Ms. Scott presented evidence and testimony establishing her contributions to Evie's care, including providing daily exercise, daily feeding, coordinating care based on her and Decedent's respective work and school schedules, and providing all other basic needs for the dog. (See Order, Exhibit #7). Ms. Scott also submitted paperwork from Evie's veterinarian, West Ashley Veterinarian Clinic, **including a signed document wherein Decedent himself *specifically identified* Ms. Scott as the dog's co-owner.**

¹ Magistrate's Return of Civil Appeal, filed with the Circuit Court on February 7, 2023, provides a record of all papers in this case. All exhibits referenced in this brief are contained therein. For the Court's convenience, Appellant will also forward a copy of the Magistrate's Return to the presiding Circuit Court judge.

(Exhibit #6). For the Court's convenience, a copy of that document, titled New Client Form, is also attached to hereto as Exhibit A.

In support her ownership claim, Ms. Scott's trial counsel argued Ms. Scott's ownership interest had been established *during Decedent's life*, and that as result, she remained the rightful owner of the dog at the time of Decedent's death. (Exhibit #8, p. 1-7). Respondent's trial counsel conceded that "it is possible for one to effect a transfer of title and/ownership of property prior to one's death without the use of [a] will or other estate planning device," but that the transfer of that title and/or ownership "must be clear, obvious, and unambiguous," intimating that Ms. Scott could not claim an ownership interest in Evie without a "bill of sale, contract, or other writing that provides for clear and unambiguous transfer of property." (Exhibit #9 at p. 3). In an effort to circumvent Decedent's clear and unambiguous identification of Ms. Scott *as Evie's co-owner*, Respondent's counsel then attempted to characterize the document as merely an indication that Decedent wished to list Ms. Scott as "an additional point of contact with the West Ashley Veterinary Clinic." (Exhibit #9 at p. 3).

On July 6, 2022, the magistrate court entered an order finding that Decedent had died intestate; that Ms. Scott's ownership interest cannot be proven without a will or codicil; that Decedent's express written identification of Ms. Scott as a co-owner on the veterinary form "does not suffice to prove ownership;" that the dog was solely owned by Decedent at death; and that Respondent is entitled to the possession of the dog. (Exhibit # 7 at p. 7).

On July 7, 2022, Ms. Scott filed a Motion to Alter or Amend Judgment or in the Alternative Motion for Reconsideration and Motion to Stay Judgment Pending Appeal. (Exhibit # 8). On July 19, 2022, Respondent filed a Memorandum in Opposition to Defendants Motion to Alter or Amend

Judgment. (Exhibit #9). On July 20, 2022, Ms. Scott responded to Respondent's Memo in Opposition and filed a Memorandum in Support of her Motion. (Exhibit #10).

The magistrate court heard Ms. Scott's Motion to Alter or Amend Judgment on July 20, 2022. The court then entered an Amended Order in Response to Defendants' Motion to Amend Judgment wherein it issued additional findings of fact, finding that "Decedent's action of identifying the Defendant as a co-owner on the West Ashley Veterinarian Clinic form does not suffice to prove transfer of ownership." (Exhibit #11). In support of this finding, the court noted that the veterinarian's practice manager testified that "for routine visits to be accepted by someone other than the actual owner of the dog, they must appear on veterinary forms so the veterinary office itself is relieved of the liabilities that come with treating someone's animal without the owner's consent." The Court, however, notably failed to identify *any* evidence demonstrating that this was Decedent's intent when he specifically identified Ms. Scott as Evie's co-owner on the veterinarian form.

The Court then found that, having heard Defendant's testimony, it "does not find a preponderance of evidence that Decedent ever intended to gift the property to Defendant;" and that "the facts of this case do not suggest at any point that Decedent was seeking to relinquish ownership of the property."

Defendant filed a Notice of Appeal on August, 2022. (Exhibit 12). On February 7, 2023, the Magistrate filed Magistrate's Return of Civil Appeal as required by Rule 74, SCRPC.

This Appeal follows.

STANDARD OF REVIEW

The circuit court may affirm or reverse, in whole or in part, the judgment of the inferior court, as to any of the parties and for errors of law or fact. S.C. Code Ann. § 18-7-170. The circuit

court must “give judgment according to the justice of the case, without regard to technical errors or defects which do not affect the merits.” S.C. Code Ann. § 18-7-170; *Greenville Nursery Co. v. S. Ry. Co.*, 112 S.C. 194, 98 S.E. 326 (1912).

Section 18-7-170 of the South Carolina Code confers authority upon the circuit court to reverse a magistrate’s finding of fact. *Burns v. Wannamaker*, 281 S.C. 352, 315 S.E.2d 179 (Ct. App. 1984); *see also A & I, Inc. v. Gore*, 366 S.C. 233, 621 S.E.2d 383 (Ct. App. 2005) (providing that, on appeal from magistrates court, the circuit court may make its own findings of fact). Moreover, under section 18-7-140 and -170, a circuit judge sitting in appellate capacity may make determinations in the same manner as circuit courts in non-jury trials and reverse a judgment for errors of fact, even without the opportunity to observe the witnesses’ demeanor. *See* S.C. Code Ann. § 18-7-140 (stating the appellate court “shall have the same power over its determinations, and shall render judgment thereon in the same manner, as the circuit court in actions pending therein without trial by jury); *Vacation Time of Hilton Head Island, Inc. v. Kiwi Corp.*, 280 S.C. 232, 312 S.E.2d 20 (Ct. App. 1984). If the appealed issue is one at law, the circuit court must render judgment according to the law of the cases. S.C. Code Ann. §18-7-190.

ARGUMENT

I. The Magistrate Court abused its discretion in finding that the Decedent’s own express written identification of Ms. Scott as a co-owner of the subject dog did not suffice to prove ownership.

“The exercise of a trial court’s discretion implies conscientious judgment, not arbitrary action, and takes account of the law and particular circumstances of the case, being directed by the reason and conscience of the judge to a just result.” *Horn v. Davis Elec. Constructors*. 312 S.C.

363, 366, 440 S.E.2d 398, 400 (Ct. App. 1994) (citing *Nienow v. Nienow*, 268 S.C. 161, 232 S.E.2d 504 (1977); and *State v. Hill*, 266 S.C. 49, 221 S.E.2d 398 (1976)).

Appellant respectfully submits that the magistrate court abused its discretion by disregarding the Decedent's express, written acknowledgment that Ms. Scott co-owned the dog with him, finding that "representation on a form from the Veterinary Clinic does not suffice to prove ownership." (Order at Exhibit # 7, p. 8). In reaching this conclusion, the court failed to take into account the law and particular circumstances of the case. "A person who signs a contract or other written document cannot avoid the effect of the document by claiming he did not read it." *Regions Bank v. Schmauch*, 582 S.E.2d 432, 354 S.C. 648 (Ct. App. 2003), citing *Sims v. Tyler*, 276 S.C. 640, 643, 281 S.E.2d 229, 230 (1981). A person signing a document is responsible for reading the document and making sure of its contents. *Id.* Here, Decedent signed a document, wherein he expressly identified Ms. Scott as the co-owner of the dog. The court erred in failing to give this document legal effect.

The court's finding that this signed written document does not mean what it says demonstrates a lack of conscientious judgment and amounts to reversible error, which this court is statutorily authorized to correct. See, *Parks v. Characters Night Club*, 345 S.C. 484, 548 S.E.2d 605 (Ct. App. 2001), stating, "Because this case originated in Magistrate's Court, South Carolina Code Ann. Section 18-7-170 (1985) is applicable. Section 18-7-170 provides that on appeal from Magistrate's Court, the Circuit Court may make its own findings of fact." See Section 18-7-170, stating, "Upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact."

Appellant respectfully requests that this Honorable Court correct the magistrate court's error and give effect to Decedent's express, written acknowledgment that Ms. Scott is the rightful owner of this beloved dog.

CONCLUSION

Based on the foregoing, Appellant respectfully requests that this Court grant Ms. Scott's appeal, reverse the magistrate court, and find that Ms. Scott is Evie's rightful owner.

Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, SC Bar No. 101906

751 Johnnie Dodds Boulevard, Suite 200

Mount Pleasant, SC 29464

Telephone (843) 814-8181

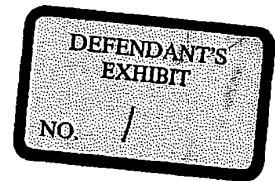
Facsimile (843) 284-3953

Attorney for the Appellant

Mount Pleasant, South Carolina
March 31, 2023

EXHIBIT A

Exhibit # 6



NEW CLIENT FORM

CLIENT INFORMATION

Name Jonathan Bruner Co-Owner Name Megan Scott
 Address 45 Sycamore drive Apt 477 city Charleston State SC Zip 29407
 Email Address jonl.bruner@outlook.com Owner's Phone # 702-465-9263
 (We request your email for important reminders and communications from our clinic only)
 Co-Owner's Phone # 843-926-5479 Alt. Phone # _____
 Place of Employment: NWC
 Preferred method of contact for reminders: ☒ email ☐ post
 How did you hear about us? Facebook ☐ Business review site ☐ Clinic sign ☐ Yellow Pages ☐ Doctor ☒ Client ☐
 Whom may we thank for the referral? Dr. Ryan Andrews
 Please list the individuals whom you authorize to make medical decisions for your pets:
owners

Signature of Authorizing Owner(s)

PATIENT INFORMATION	PET #1	PET #2	PET #3
Name	<u>EVIE</u>		
Breed	<u>Golden-doodle</u>		
Date of Birth or Age	<u>4/9/2022</u>		
Male or Female? Spayed or Neutered?	<u>Female / Spayed</u>		
Has your pet ever had a reaction to vaccines or medications? If yes, please note.	<u>None</u>		
Is your pet on any special diets or medications? If yes, please list.	<u>None</u>		
Has your pet had any previous surgeries or illnesses? Please explain.	<u>None</u>		
Does your pet have any behavior issues/ special concerns we should know about?	<u>pure breed goat girl</u>		
Is your pet on heartworm preventative? What product?	<u>heartworm / Plus Nexgard 3 Spectrum</u>		
Is your pet microchipped?	<u>Yes</u>		

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NUMBER: 2022CP1003843
Megan Scott,	)	
	)	
APPELLANT,	)	
	)	RESPONDENT'S BRIEF
VS.	)	IN OPPOSITION OF APPEAL
	)	
Estate Of Jonathan Bruner,	)	
	)	
RESPONDENT.	)	
_____	)	

STATEMENT OF THE CASE

On May 18, 2022, the Estate of Jonathan Bruner filed an action to recover personal property in Charleston County Magistrate's Court. Specifically, the Estate of Jonathan Bruner sought to recover the Decedent's one-year old Golden Doodle, Evie, from his girlfriend, the Appellant, with whom he had been residing with for a short-period of time and was in possession of his dog after his unexpected passing. Evie was purchased by the Decedent when he was married to his ex-wife and was awarded to him via equitable division of property in their divorce. When the Respondents attempted to obtain Evie, Appellant subsequently refused to turn her over to the Executor of Decedent's Estate.

A trial was held in Charleston County Magistrate's Court on July 16, 2022, and the Court granted the Respondent's Claim for Delivery of Evie and ordered that Appellant relinquish custody of Evie within three days of the Order which was issued on July 6, 2022.

On July 7, 2022, in response to the Magistrate's Court Order granting possession of Evie to Respondents, Appellant filed a motion for reconsideration with the Magistrate Court. Appellant's motion for reconsideration was heard by the magistrate court on July 20, 2022. The Magistrate Court issued an amended Order still granting possession of Evie to Respondents.

On August 22, 2022, a Notice of Appeal was filed by the appellant. For several months after the filing of the initial Notice of Appeal the original record had not been transmitted to the Clerk of Court nor had a motion to extend the time to prepare the certified record been filed.

On December 12, 2022, Respondents filed a Motion to Dismiss this appeal pursuant to Rule 41 SCRPC. At the time of the filing of the motion, the Appellant had not sought a Writ of Mandamus to compel the magistrate to certify and file the original record with the Circuit Court. Subsequently, on January 27, 2023, the Appellant filed a petition for Writ of Mandamus. Upon transmittal to the Magistrate, they took the appropriate steps to certify the original record. It should be noted that in her Return of Civil Appeal, the Magistrate submitted that “in the Defendant Megan Scott’s Affidavit... it is incorrectly stated that I was served with the Notice of Appeal. At no point between my leaving the bench on August 5, 2022, and receiving an email from Judge Sumney on January 31, 2023, was I aware of a pending appeal in this matter.” **See Exhibit A.**

The Motion to Dismiss was heard on February 9, 2023. Given that, at that point, the original record was certified and submitted to the Circuit Court by the Magistrate, the motion was denied. The Court then attempted to move forward with hearing the Appeal at that time. While counsel for both parties conceded that they were unaware that the Court intended to hear the Appeal that day, Counsel for Respondents advised the Court that they were prepared to move forward. However, Counsel for Appellant requested a continuance to further prepare and the Court continued this hearing to the next term of Court.

Subsequently, Appellant relieved her former attorney of record and obtained new counsel. Her current attorney of record filed a Notice of Appearance in this matter on March 31, 2023. This Appeal now follows and was set to be heard by the Court on April 5, 2023.

STANDARD OF REVIEW

The standard of review to be applied by a Circuit Court in an appeal of a magistrate's judgment is prescribed by Section 18-7-170 of the South Carolina Code of Laws, 1976. *Burns v. Wannamaker*, 281 S.C. 352, 357, 315 S.E.2d 179, 182 (Ct. App. 1984).

§18-7-170, South Carolina Code of Law Ann, provides that “upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.”

LEGAL ARGUMENT

A. The Magistrate Court correctly found that the form paperwork filled out by the Decedent for his veterinarian’s office was not proof of ownership.

Appellant attempts to argue in her recently submitted *Brief in Support of Appeal* that the Magistrate erred in not finding that Decedent did affect the legal transfer of Evie by adding Appellant as an additional point of contact with the West Ashley Veterinary Clinic. It is of note that Appellant did not raise this issue in her Notice of Intent to Appeal. **See Exhibit B.** Pursuant to §18-3-30 of the South Carolina Code of Laws Ann., Appellant must “file the notice of appeal.... stating the grounds upon which the appeal is founded.” Respondents assert that, as Appellant did not raise this issue at the time the Notice of Appeal was filed, that any arguments pertaining to this paperwork being evidence of Appellant’s ownership are not properly before the Court.

Notwithstanding, the paperwork which Appellant attempts to cite as evidence of ownership does not have the effect Appellant maintains it does. The document in question is a “New Client Form” which Decedent filled out for a veterinarian’s office. It is not in question that at the time that

this standard, form document was completed, the Decedent and Appellant were residing together and she was helping him care for the dog. However, it is baseless to assert that when Decedent listed Appellant as a point of contact in the only space on the form Decedent could, that he intended to declare she had any form of legal ownership of the dog. Aside from the fact that there is no way to truly determine Decedent's intentions, there is no legal basis which establishes that authority should be given to a form, non-binding document with no legal effect to evidence ownership of the subject dog of interest.

Moreover, for such a document to have any legal effect in this matter or any matter it must amount to competent evidence which, it is not, as it amounts to impermissible hearsay within hearsay.¹ Further, if the Court were to give Appellant's argument any credence in this matter, the entire purpose of the South Carolina Legislature enacting the intestate laws would be frustrated and rendered futile.

In issuing its Order in present matter the Court correctly held, among other things, that: (1) there are no provisions of South Carolina Law that grant ownership and/or possessory rights of the personal property of a partner to unmarried romantic partners; (2) that the law of intestacy applies to this matter as Decedent (Jonathon Bruner) died without a valid will and, thus, South Carolina Code § 62-2-103 is the authority the Court must consider in rendering its ruling; (3) as South

¹ Respondents objected through counsel at the trial of this matter to admission of hearsay statements contained within the West Ashley Veterinary Clinic form admitted at trial as Appellant's Exhibit 1. More specifically, through counsel at trial, Respondents conceded that the appropriate foundation was laid through the testimony of the West Ashley Veterinary Practice Manager's testimony for the physical admission of the document as an exception to the hearsay bar pursuant to Rule 803(6) SCRE, but that the hearsay statements of the Decedent contained within the document should be properly redacted as hearsay. In addition, Respondents also argued through council at trial that the hearsay statements of Decedent elicited through the testimony of Appellant at trial should have been excluded on the basis that the statements amounted to impermissible hearsay in that Decedent was unavailable pursuant to Rule 804 (a) but that no allowable exception applied under Rule 804 SCRE or another rule of evidence which would have permitted its admission. Furthermore, the Final Order issued by the Court expounds that both the hearsay statements of Decedent contained within Appellant's Exhibit 1 and the hearsay statement of Decedent elicited through the testimony of Appellant be properly excluded and not considered by the Court in issuing its ruling. Respondents hereby incorporate by reference and renew the objections made through counsel at trial regarding the admission of improper hearsay and as articulated in the Final Order issued by the Court.

Carolina Code § 62-2-103 applies the Decedent's Father (Gary Bruner) is the sole heir of Decedent's Estate and is thus entitled to possession of the subject matter property - Evie. *See Exhibit C.*

Respondents submit that the Court correctly applied the law and arrived at the only legally supported decision it could in granting Respondents' Claim and Delivery and ordering that they are the legal owners of Evie and have a right to possess Evie.

B. Appellant's legal claim of ownership is further eroded by events preceding the Decedent's untimely passing.

Throughout these proceedings Appellant has attempted to present that Decedent intended to leave Evie to her, despite only living together for approximately three short months. Appellant articulated this belief in her filed affidavit with the Court and through sworn testimony during the June 17, 2022 trial.

Ultimately, when this matter did go to trial, the Appellant only called two witnesses, one of whom was herself. Appellant had previously requested the trial be continued at prior hearing in this matter on the grounds that she was unable to prepare for the nine witnesses to be called at trial, which included six of her own witnesses. When Appellant testified on her own behalf she indicated, amongst other things, that she and Decedent planned to marry. Notably absent from Appellant's testimony, and presumably why additional witnesses were not called at trial, was that she and Decedent had broken up within days of his passing due to Appellant's infidelity. More specifically, and upon information and belief, Decedent believed that Appellant had cheated on him while she was on vacation in Mexico during the week preceding his passing. Not only had Appellant and Decedent just broken up, but he was also in the process of moving out of the apartment they shared together. As of May 4, 2022 (less than thirty-six hours prior to Decedent's passing) he and Evie were

no longer living in the apartment he and Appellant shared and he had expressed to Appellant via text message that he would check on “[Appellant’s] kitties” and would “get all [his] [explicative] [out of the apartment].” **See Exhibit D (emphasis added).**²

Respondents maintain that there is no legal effect to the document that Appellant relies upon in an attempt to evidence Decedent’s intent to declare her an owner of the dog. Notwithstanding, if any credibility is to be given to this document, then it is counteracted by the fact that Decedent was the rightful legal owner of the subject of interest, as the dog was granted to him as personal property in a prior case with his ex-wife. It is clear that he had no intention on leaving Evie with Appellant subsequent to their breakup as he had moved out of the home that he shared with Appellant and taken possession of his dog. This evidences that, had he not passed, she would have no basis to claim Evie as her property and the dog would have remained with the Decedent. This further supports that the Magistrate appropriately applied the laws of intestacy and appropriately ordered that Respondent’s were now the rightful owners of the dog.

C. Appellant cites case law in her Brief in Support of Appeal which is not applicable to this case in an attempt to further her argument that there is documentation supporting her ownership of the dog.

In her brief, Appellant cites *Regions Bank v. Schmauch* as precedent in an attempt to lend credence to the document which she contends proves ownership of the subject dog of interest. *Regions* involved loans obtained through Regions bank by a business owner that a third-party co-signed on for him to receive. *See Regions Bank v. Schmauch* 582 S.E.2d 432, 354 S.C. 648 (Ct. App. 2003). After the loan came due and the borrower did not pay, the bank sought to recover from the third-party co-signer on the balances owed. *Id.* The co-signer alleged that while her signature was

² Following the trial in this case, Respondents were able to access the Decedent’s Cell Phone which revealed for the first time the extent of Appellant’s duplicity and why only raised now.

on the Guaranty Agreement, “she never intended to enter into an agreement for unlimited liability.” and further that she did not read the documents or inquire as to their meaning prior to signing them. *Id* at 439, 662. The Court of Appeals then held the conclusions as stated by Appellant in her brief, stating that a person who signs a contract or other written document cannot avoid the effect of the document by claiming he did not read it and further that, a person signing a document is responsible for reading the document and making sure of its contents. *Supra*.

Regions pertained to an individual attempting to deny liability on a contract. Appellant’s attempt to connect the Court including the language “other written document” in a case that applies to legal documents executed for a bank loan with a form filled out for a veterinarian is misplaced and is an attempt to utilize language she deems favorable in a finding by the Court which in no way mirrors the facts of this case. Further, the individual who signed the form in this case is not attempting to deny filling it out- they are deceased. This case in no way applies to the case at hand.

CONCLUSION

Appellants claim lacks merit, is not supported by the law and Appellant has not articulated a sufficient legal reason for her appeal. The instant motion has been brought by the Appellant in bad faith to further delay justice to Respondents. Prior to and throughout the pendency of this matter, Appellant has ignored Respondents’ efforts to take possession of their deceased son’s dog, Evie. Therefore, for the reasons articulated herein, Respondents pray that this Honorable Court deny Appellant’s Appeal; grant them immediate possession of Evie; and to Order and grant any further such relief as is appropriate under the circumstances.

[Signature Page to Follow]

Respectfully submitted,

/s/ Edward Corvey

CORVEY LAW FIRM, LLC

Edward "Ted" R. Corvey, III, Esq

815 Savannah Hwy, Suite 201

Charleston, South Carolina 29407

South Carolina Bar #: 101454

ted@corveylawfirm.com

(843) 625 8600

ATTORNEY FOR THE RESPONDENTS

April 14, 2022

Charleston, South Carolina

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CIVIL ACTION NO 2022CP1003843
	)	MAGISTRATE CASE #2022CV1010900773
ESTATE OF JONATHAN BRUNER	)	
PLAINTIFF/RESPONDENT	)	
VS	)	MAGISTRATE'S RETURN OF CIVIL APPEAL
MEGAN SCOTT	)	
DEFENDANT/APPELANT	)	

THIS MATTER came before the Court upon Plaintiff, The Estate of Jonathan Bruner and the Personal Representative of the Estate of Jonathan Bruner, Gary Bruner's, (hereinafter referred to collectively as "Plaintiff") Complaint and Affidavit to Recover Personal Property from Defendant Megan Scott (hereinafter referred to as "Defendant").

Edward R. Corvey, III, Esq. on behalf of Gary Bruner.

Jason S. Stevens, Esq. on behalf of Megan Scott.

Plaintiff filed a Claim and Delivery action for possession of the personal property, known as "Evie"/ a dog on May 18, 2022. (Exhibit 1)

Defendant was served with the Claim and Delivery Petition and an Order of Seizure for Immediate Delivery of Property on May 21, 2022. (Exhibit 2) Defendant did not have possession of the dog at the time of service, so seizure was not accomplished.

Defendant filed her Answer, Affidavit of Defendant and/or in the alternative Request for Post-Seizure Hearing on May 25, 2022. (Exhibit 3) The Defendant supplied the Court with a bond of \$3,000.00, double the value of the property pursuant to S.C. Code Ann. Sec. 22-3-1440. (Exhibit 4) At that hearing the Court awarded possession of the property to Defendant pending trial or settlement negotiations.

The trial was held on July 16, 2022. Prior to trial, a pre-trial hearing was held with the attorneys in chambers that included the Plaintiff's probate attorney. This Court held it had jurisdiction to hear this case. The pre-trial hearing proceeded with a finding of fact and conclusion of law by the Court that all interested or potentially interested parties were present, and the parties' divorce decree, which stated that no marital property existed at the time of the divorce on April 4, 2022, and extinguished any right or interest in the property that the Ex-Wife may have had. (Exhibit 5)

Both parties presented evidence at the trial. The Court heard and considered the testimony of Plaintiff's witnesses, (1) Gary Bruner and (2) Aldwin Roman. The Court heard and considered the testimony of Defendant's witnesses: (1) Practice Manager of the West Ashley Veterinary Clinic, and (2) Megan Scott. (Exhibit 6, evidence from trial)

This Court ruled on July 6, 2022, that Plaintiff's Claim for Delivery of Evie/dog is granted. (Exhibit 7)

Defendant filed a Motion to Alter or Amend Judgement or in the Alternative Motion of Reconsideration and Motion to Stay Judgement Pending Appeal on July 7, 2022. (Exhibit 8)

Plaintiff responded to Defendant's Motion on July 19, 2022, and filed Plaintiff's Memorandum In Opposition to Defendant's Motion to Amend Judgement or In the Alternative For Reconsideration. (Exhibit 9)

Defendant responded to Plaintiff's Memorandum on July 20, 2022, and filed Memorandum In Support of Defendant's Motion to Alter or Amend or In the Alternative Reconsider and Reply to Plaintiff's Memorandum in Opposition. (Exhibit 10)

The Court heard this Motion on July 20, 2022, and issued further Findings of Fact in response to Defendant's Motion and Plaintiff's Memorandum that are incorporated into the Order of this Court, and found for the Plaintiff, The Estate of Jonathan Bruner, and Gary Bruner as Personal Representative of the Estate of Jonathan Bruner's Claim and Delivery of Evie/dog is granted. (Exhibit 11)

The Court further Ordered the possession of the property is stayed pending appeal on this matter, as provided for in SCRPC 62(d).

Defendant filed a Notice to Appeal on August 22, 2022. (Exhibit 12)

Plaintiff filed a Motion in Common Pleas to Dismiss Pursuant to Rule 41, SCRPC on December 12, 2022. (Exhibit 13)

The Court of Common Pleas, on January 20, 2023, set a hearing on the Motion to Dismiss for February 9, 2023, at 11:30AM. (Exhibit 14)

Defendant filed a Petition for Writ of Mandamus and Request for Sua Sponte Relief on January 27, 2023. The Certificate of Service was sent to The Honorable Ellen S. Steinberg, West Ashley Magistrate Court. (Exhibit 15)

Defendant filed a copy of the Affidavit of Megan Scott and the Certificate of Service on January 27, 2023, to the Honorable Joanna Summey, West Ashley Magistrate Court. (Exhibit 16)

Defendant filed a copy of the Memorandum of Law in Opposition to Appellee's Motion to Dismiss and the Certificate of Service on February 1, 2023, to the Honorable Joanna Summey, West Ashley Magistrate Court. (Exhibit 17)

I, Ellen S. Steinberg left the West Ashley Magistrate Court on August 5, 2022. On August 12, 2022, I started a new position as Director of the Charleston County Criminal Justice Coordinating Council.

EXHIBIT B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	
MEGAN SCOTT	)	NOTICE OF APPEAL
	)	
Appellant,	)	
	)	
v.	)	
	)	
ESTATE OF JONATHAN BRUNER	)	
	)	
<u>Respondent.</u>	)	

PLEASE TAKE NOTICE that the Defendant, Megan Scott, by and through her undersigned counsel hereby files this Notice of Appeal of The Honorable Ellen J. Steinberg's Order issued in Civil Case Number 2022CV1010900773 on July 22, 2022. The basis for Defendant's Appeal are as follows:

I. The Magistrate Court abused its discretion in its findings of fact and conclusions of law

The Magistrate disregarded the applicable law, instead claiming that the lack of an existing statute relating to gifts between nonmarried parties controls the outcome, then, following Defendant's Motion to Reconsider appears to have changed its position ordering that the evidence presented at trial was insufficient to prove Appellant was a co-owner of the property at issue. Moreover, the Court in its July 20, 2022 Order from Defendant's Motion to Alter/Amend or, in the alternative, Motion to Reconsider, amongst other things, "cherry picks" testimony from the witness who testified to Appellant being listed as "co-owner" to get to the same outcome as the initial Order. As a result of the overwhelming evidence that Appellant was gifted or

otherwise transferred co-ownership of the property by Decedent, the Court abused its discretion in failing to conclude that the title to the property automatically transferred to Appellant upon Decedent's death.

WHEREFORE, based on the foregoing, Appellant hereby prays as follows:

- a) The Court reverse and remand the magistrate court's Order finding that insufficient evidence existed to demonstrate a transfer of ownership occurred prior to Decedent's death;
- b) The Court grant sole, exclusive title and possession of the property at issue to Appellant.
- c) That the Court stay the Magistrate Court Order until this appeal can be heard pursuant to Rule 241 and SCRCP 62.
- d) The Court issue such further relief as it deems just and proper.

Respectfully submitted,

Law Office of Jason S. Stevens

s/Jason S. Stevens

Jason S. Stevens

Attorney for Defendant Megan Scott

August 22, 2022
Charleston, South Carolina

EXHIBIT C

STATE OF SOUTH CAROLINA	)	2022CV1010900773
	)	CIVL CASE NUMBER
COUNTY OF CHARLESTON	)	IN THE MAGISTRATE COURT
	)	
Estate of Jonathan Bruner	)	
	)	ORDER
	)	
Plaintiff,	)	
Vs	)	
	)	
Megan Scott	)	
	)	
Defendant.	)	

THIS MATTER comes before the Court on Plaintiff The Estate of Jonathan Bruner and the Personal Representative of the Estate of Jonathan Bruner, Gary Bruner's, (hereinafter referred to collectively as "Plaintiff") Complaint and Affidavit to Recover Personal Property from Defendant Megan Scott (hereinafter referred to as "Defendant").

FACTUAL AND PROCEDURAL BACKGROUND

On May 30, 2021, the Decedent and his then wife, Clara Bruner n/k/a Clara Alba (hereinafter referred to as "Decedent's Ex-Wife"), bought a Goldendoodle puppy named Evie (hereinafter referred to as "Evie") from Wiggly Retrievers. The dog was purchased for One Thousand Five Hundred Dollars (\$1,500.00) from a breeder known as Wiggly Retrievers, who registered Evie's contact information through a microchip, which was implanted into the animal in the event Evie were to ever be lost. On May 30, 2021, when the title to Evie was transferred to Clara Bruner by Wiggly Retrievers, Wiggly Retrievers simultaneously transferred the microchip registration including the name of the purchaser, Clara Bruner, and her address at the time of the purchase.

Not long afterwards, Decedent separated from his Ex-Wife by moving to another residence located in North Charleston, State of South Carolina. Pursuant to the parties' agreement, Decedent would maintain physical custody of Evie while Decedent's Ex-Wife would maintain physical custody of the parties' other dog "Arlo" during the period of the parties' separation.

On April 4, 2022, the Decedent legally divorced Decedent's Ex-Wife. Pursuant to the Final Order of Divorce executed on April 4, 2022, the Decedent and the Decedent's Ex-Wife represented that they had no martial property at the time, and the Berkeley County Family Court issued the Final Order of Divorce concluding that no marital property existed between the parties at the time. Based on the Berkeley County Family Court's Order, Decedent was granted sole legal ownership of Evie.

Tragically, Decedent passed away on May 6, 2022. At the time of his death, he and his dog Evie had been cohabitating with Defendant since early February 2022.

As Decedent and Defendant were cohabitating, the testimony reflected how Defendant contributed and helped take care of Evie. This included daily exercise, daily feeding schedule coordination between the parties based on each's relative school/work schedule and all other basic needs of the dog.

On April 13, 2022, Decedent moved Evie's medical paperwork to West Ashley Veterinarian Clinic (hereinafter referred to as "WAVC") to have Evie's residence and ownership updated. When Decedent registered Evie with WAVC, he filled out a form (hereinafter referred to as "Veterinarian Ownership Form") whereby Decedent named Defendant as "co-owner" of Evie. As testified to by Evie's veterinary office, for routine visits to be accepted by someone other than the actual owner of the dog, they must appear on veterinary forms so the veterinary office

itself is relieved of the liabilities that come with treating someone's animal without the owner's consent.

After Decedent's untimely death, Plaintiff as Executor of Decedent's estate, came to South Carolina to wrap up the affairs of the Decedent including gathering any personal property that Decedent had left behind. This included achievement medals and mementos from his time as a service member, and his most valuable possession sentimentally, his dog Evie. Upon meeting Defendant, the Plaintiffs were able to retrieve a few of their late son's possessions, however, Defendant who was his girlfriend for approximately six (6) months and his roommate for approximately three (3) months refused to give them Evie. Upon Defendants refusal to provide Evie, on May 18, 2022, the Plaintiffs filed this Claim and Delivery action.

On May 21, 2022, Defendant was served with the aforementioned pleadings and Order, but due to Defendant's lack of possession of Evie at the time of service, this Court's Order of Seizure For Immediate Delivery of Property could not be executed by the Constable. On May 25, 2022, Defendant filed her Answer, Affidavit of Defendant and/or in the alternative Request for Post-Seizure Hearing, and Defendant supplied the Court with a bond for \$3,000.00, double the value of the property pursuant to S.C. Code Ann. § 22-3-1440. On May 25, 2022, the Court notified the attorneys for the parties that a hearing was scheduled for 3:30 p.m., and that Defendant was to be present with Evie pending the outcome of the hearing. On May 25, 2022, on or about 3:30 p.m., Defendant's counsel, Defendant, Evie (who remained outside the courthouse), appeared at the hearing while Plaintiff's counsel appeared by phone due to Plaintiff's counsel's previously scheduled appearance in another court at the same time.

After reviewing the submissions of the parties, the arguments of counsel and discussing scheduling, the Court awarded possession of the property to Defendant pursuant to S.C. Code Ann.

§ 22-3-1440. The Court encouraged the parties to engage in settlement negotiations but, if they were unsuccessful, the Court scheduled a Bench Trial on the matter to be heard two days later on May 27, 2022. After Defendant's initial preparations began, including discussions with Plaintiff's counsel as to the witnesses Plaintiff intended on calling, Defendant contacted this Court requesting a continuance based on the time needed to prepare and try the case that included Plaintiff's and Defendant's witness list that was comprised of nine (9) witnesses. In response, the Court agreed that the parties needed more time to prepare given that counsel for Defendant had only been retained the day before and that Defendant's attorney's Order of Protection included the Summary courts of Charleston County, thereby continuing the trial until June 16, 2022, at 10:30 a.m. There was some confusion among the attorneys as to whether a Summons had been issued for May 27, 2022, but it was acknowledged that there had been only a "tentative date" suggested and not an official Court summons.

Prior to trial, during a brief pre-trial hearing with the attorneys in chambers that included the Plaintiff's probate attorney, the Court held it had jurisdiction to hear this case. The hearing proceeded with a finding of fact and conclusion of law by the Court that all interested or potentially interested parties were present, and that the parties' divorce decree, which stated that no marital property existed at the time of the divorce on April 4, 2022, extinguished any right or interest in the property that the Ex-Wife may have had.¹

I. The Divorce Decree Evidences Decedent's Sole Ownership of the dog sufficient to foreclose Decedent's Ex-Wife or any other party from any ownership interest including any interest that could be transferred.

¹ The Court has concurrent jurisdiction with the Probate Court over this matter given there was no will or other document that falls solely within the jurisdiction of the Probate Court.

On April 4, 2022, pursuant to a hearing and a Final Order of Divorce (hereinafter referred to as "Divorce Decree") entered on the same day in Berkeley County Family Court, State of South Carolina, the Decedent divorced his Ex-Wife, Clara Bruner n/k/a Clara Alba. Pursuant to the terms of the parties' Divorce Decree, the parties represented that there was no marital property between them thereby granting each sole use and possession of the property in their possession at the time the Divorce Decree was entered. Prior to the trial in this matter, including at the pre-trial conference between the attorneys of record as well as the Plaintiff's estate attorney, the Court, with the consent of the parties, concluded that the Divorce Decree granted Decedent exclusive legal title of Evie as of April 4, 2022 pursuant to the Divorce Decree and, moreover, that jurisdiction was proper in this Court.

Furthermore, Decedent's Ex-Wife, being fully aware of the proceedings, did not make any appearance in the matter to make any ownership claim to Evie as required by S.C. Code Ann. § 22-3-1450. Decedent's Ex-Wife did not attend the trial despite her knowledge of the proceedings, and despite Plaintiff naming her as a witness on his original witness list further evidencing her knowledge of the hearing as well as her understanding what the proceedings were ultimately deciding. Finally, counsel for Plaintiff represented that he had spoken to Decedent's Ex-Wife, who informed him that she had relocated to Florida the week or so prior to the hearing and could not attend.

Based on all of the aforementioned actions of Decedent's Ex-Wife, the language of the Divorce Decree, which clearly and unambiguously granted sole exclusive legal title to Decedent as of the date of the Divorce Decree, the indisputable facts demonstrating that Evie, and "Arlo," had been previously divided prior to the Divorce Decree, and the

equitable division laws of this State, this Court makes a finding of fact and conclusion of law that neither Decedent's Ex-Wife nor any other party other than Decedent had an ownership interest as of April 4, 2022.

II. This Court finds there was not a valid agreement between Decedent and Ms. Bruner as to who would take ownership of Evie upon Decedent's demise.

Based on the evidence presented, this Court finds there was no valid agreement as to the transfer of ownership of Evie upon the demise of Decedent. It is indisputable that Decedent died intestate with no will in place that presumably would have contained the Decedent's intent including any agreement as to future ownership of Evie upon Decedent's demise. However, since no will existed, any agreement Decedent had with his Ex-Wife regarding marital property or other interest in property that was to survive the divorce decree, would have had to be set out in the Divorce Decree or some other writing evidencing the parties' intent. Prior to the Court undertaking jurisdiction to hear the trial, the Court requested Plaintiff provide any documentation evidencing the agreements outlined by Plaintiff's affidavit relating to the transfer of ownership of the dogs upon the demise of Decedent and/or the Decedent's Ex-Wife to each other or, in the event they were to pass at the same time, to the Decedent's nephew. Plaintiff was unable to produce any evidence demonstrating the alleged agreement between the Decedent, Decedent's Ex-Wife and/or the Plaintiff evidencing Decedent's or Decedent's Ex-Wife's intent that the dogs be transferred to the other, Decedent's nephew, and/or to Plaintiff Gary Bruner.

Equally as important, as further discussed above, this Court determined that Decedent's Ex-Wife had no ownership interest in Evie as of the date of the Divorce

Decree, April 4, 2022. Consequently, as of April 4, 2022, any interest that Decedent's Ex-Wife may have had to transfer was also terminated as of the date of the Divorce Decree. Therefore, any agreement that may have existed prior to April 4, 2022, which Plaintiff testified he only learned of when he arrived in Charleston following his son's death, would have been invalidated by the April 4, 2022 Divorce Decree. Furthermore, given that the Divorce Decree granted Decedent sole ownership of Evie and no other agreement exists that would reserve any interest in Evie by agreement of the parties following the divorce, any agreement that may have existed prior to the entry of the Order would be invalidated by the divestment of any third-party's rights including but not limited to Decedent's Ex-Wife.

III. Decedent died intestate.

First and foremost, the Court acknowledges and extends its sympathies to the parties. This was a sad loss of life and the issue presented to the Court is not an easy one from an emotional standpoint given the personal interests of the parties involved here. However, for as tragic and unfortunate as the circumstances may be, the Court is bound by the law.

As Decedent died intestate, the Court finds that S.C. Code Ann. § 62-2-103 prevails:

The part of the intestate estate not passing to the surviving spouse under Section 62-2-102, or the entire estate if there is no surviving spouse passes as follows:

(2) if there is no surviving issue, to his parent or parents equally.

Unfortunately, South Carolina law does not provide any substantive rights to unmarried romantic partners. As such, South Carolina recognizes no claim to the property and personal possessions of a boyfriend or girlfriend on behalf of their significant other.

Defendant's representation that Decedent had intended for Defendant to come into possession of Evie upon his untimely death, without a will or codicil cannot be proven. Furthermore, representation on a form from the Veterinary Clinic does not suffice to prove ownership.

NOW THEREFORE, based on the above findings of fact, I make the following conclusions of law:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. The Court finds that there is no provision of South Carolina law that grants ownership and/or possessory rights of the personal property of their partner to unmarried romantic partners.
3. As the Decedent died intestate, S.C. Code Ann. § 62-2-103 dictates the distribution of Decedent's estate and personal property.
4. Pursuant to S.C. Code Ann. § 62-2-103 (2) Decedent's father, Gary Bruner, is the sole heir to Decedent's estate.
5. As the sole heir to Decedent's estate, Gary Bruner is entitled to recover and come into the possession of all assets of his son's estate which will include the personal property of the Decedent which he possessed and solely owned at the time of his death, to include the Decedent's dog Evie.

IT IS, THEREFORE,

ORDERED, ADJUED AND DECREED that the Plaintiff, The Estate of Jonathan Bruner and Gary Bruner as Personal Representative of the Estate of Jonathan Bruner's Claim for Delivery of Evie is hereby GRANTED.

ORDERED, ADJUED AND DECREED that Defendant, Megan Scott, shall relinquish custody of Evie, within three (3) days of the issuance of this Order. Counsel for both Plaintiffs and Defendant shall make the appropriate arrangements for Evie's physical transfer from Defendant to Plaintiff or his designee.

ORDERED, ADJUED AND DECREED that the parties shall bear their own costs and fees associated with this action.

ORDERED, ADJUED AND DECREED that any and all law enforcement, animal control, or other applicable governmental agencies shall take the necessary actions in accordance with this Court's Order to effectuate Plaintiff Gary Bruner's right as sole legal owner of Evie.

AND IT IS SO ORDERED!


Ellen S. Steinberg
West Ashley Magistrate Court

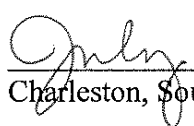
 6, 2022
Charleston, South Carolina

EXHIBIT D

12:57



Megan the Doctor

text message

Hello?

2:13

iMessage
Wed, May 4, 6:53 PM

Jonathan

6:53

What is going on

6:53

Going back to Dylan's house

6:56

??

6:59

Can you be a little less vague
please

6:59

I haven't heard back from you
all day

6:59

Actually never mind

6:59

I'll see you when I get back

7:00

Alright fine I will go check on
your kitties

7:31

And get all my shit

7:32



iMessage



STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	APPEAL FROM MAGISTRATE COURT
	)	(Magistrate Court No. 2022CV1010900772)
	)	
MEGAN SCOTT	)	CASE NO. 2022-CP-10-003843
	)	
Appellant,	)	
	)	APPELLANT'S REPLY TO
v.	)	RESPONDENT'S BRIEF IN
	)	OPPOSITION
ESTATE OF JONATHAN BRUNER	)	
	)	
Respondent.	)	
_____	)	

Appellant, through her undersigned counsel, hereby respectfully submits this brief Reply to Respondent's Brief in Opposition.

Brief Summary of Reply

As set forth below, Respondent's Appellate Brief resorts to misrepresenting the record and maligning Ms. Scott's character by way of false accusations, which are completely unsubstantiated and unsupported by the record. Ms. Scott respectfully requests that this Honorable Court look beyond the false dispersions cast by Respondent and apply the clear and unambiguous law as set forth by the South Carolina Court of Appeals in *Regions Bank v. Schmauch* and the South Carolina Supreme Court in *Simms v. Tyler*. "A person who signs a contract or other written document cannot avoid the effect of the document by claiming he did not read it." *Regions Bank v. Schmauch*, 582 S.E.2d 432, 354 S.C. 648 (Ct. App. 2003), citing *Sims v. Tyler*, 276 S.C. 640, 643, 281 S.E.2d 229, 230 (1981). A person signing a document is responsible for reading the document and making sure of its contents. *Id.*

Here, the Decedent *signed* a document, wherein he *expressly identified Ms. Scott as the co-owner of the dog*. (Exhibit #6 to Magistrate's Return, New Client Form, attached hereto as

Exhibit A). Respondents' contention that "there is no way to truly determine Decedent's intentions" is completely undermined by Decedent's own hand-written entries on the subject form. The form specifically asks: "Please list the individuals whom you authorize to make medical decisions for your pet." The Decedent then—in his own handwriting—wrote: "Owners₂" [Plural, Emphasis Added]. Megan Scott is expressly identified as the dog's *co-owner* on the form. This Court need not speculate as to what Decedent's intentions were, because they are expressly stated in his own handwriting in a document that he signed and filed with the dog's veterinary clinic.

Respondent's Misrepresentations of the Record

In an apparent effort to side-step Decedent's clear and unambiguous handwritten identification of Ms. Scott as the dog's co-owner, Respondent's late-filed brief mischaracterizes the record below.¹ First, Respondent's brief implies that the Notice of Appeal in the instant case was not properly filed with the Magistrate Court. This is incorrect. As reflected in the Magistrate's Return of Civil Appeal, filed February 7, 2023, the Notice of Appeal was properly filed and served on all parties of interest on August 22, 2022. (Magistrate's Return, p. 2 and Exhibit #12 Notice of Appeal, attached hereto as Exhibit B). Respondent's brief notably fails to disclose that the Magistrate Judge presiding over the trial did not initially receive a copy of the Notice of Appeal because she was no longer employed at the Magistrate Court, having left her position on August 5, 2022. (See Exhibit B, Magistrate's Return, p. 2, stating "I, Ellen S. Steinberg left the West Ashley Magistrate Court on August 5, 2022. On August 12, 2022, I started a new position as Director of Charleston County Criminal Justice Coordinating Council"). Contrary to Respondents

¹ Appellant notes that Respondent failed to file an Appellate Brief prior to the Hearing held on April 5, 2023, despite receiving a notice from the Clerk of Court that briefs were to be submitted via email prior to week of term. Whereas Appellant filed and emailed her brief on Friday, March 31, 2023, Respondent did not file his brief until Friday, April 14th.

intimations, the record reflects that Appellant properly filed her Appeal with the Magistrate's Court. (See Exhibit B, Notice of Appeal at Exhibit # 12 of the Magistrate's Return of Civil Appeal, containing a post-it note *from the Magistrate Court, dated 8/22/22* (the date of filing), stating, "Discuss with Judge Sumney. Judge Steinberg will need to do the Return. She will advise."

When the Magistrate Court failed to timely file its Return as required by Rule 74, SCRCP, and S.C. Code Ann. § 18-7-70, Ms. Scott took the appropriate steps to compel a return and pursue her appeal. (See Magistrates Return, pp. 2-3). Respondent sought to dismiss the appeal altogether by filing a Motion to Dismiss with the Circuit Court on December 12, 2022. Respondents' brief attempts to rehash issues which have already been raised and ruled upon by the Circuit Court. Specifically, Respondent's Motion to Dismiss the appeal was heard by The Honorable Kristi F. Curtis on February 9, 2023, and properly denied by way of order dated, February 15, 2023, attached hereto as Exhibit C. "This State has a long-standing rule that one judge of the same court cannot overrule another." *Shirley's Iron Works, Inc. v. City of Union, S.C.*, Gilbert Grp. LLC, 403 S.C. 560, 743 S.E.2d 778 (2013), citing *Charleston Cnty. Dep't of Soc. Servs. v. Father*, 317 S.C. 283, 288, 454 S.E.2d 307, 310 (1995). Accordingly, Respondent should be estopped from now attempting to dismiss this appeal on unsound procedural grounds, which have already been raised and ruled upon by the Circuit Court.

Finally, Respondent incorrectly implies that Appellant was unhappy with her trial counsel and "relieved her former attorney of record and obtained new counsel." This is incorrect. Appellant *associated* the undersigned counsel as her appellate lawyer. She did not relieve her trial counsel.

Respondents' False and Unsupported Representation as to Appellant

Respondents brief falsely and incorrectly represents that Appellant was unfaithful to Decedent and that they had broken up before his untimely death. These accusations are manifestly false and completely unsupported by the record. They are nothing more than an attempt to smear Ms. Scott's reputation and distract the Court from the legal issues that are before it. The record in this case consists of a one hundred and nine (109) page Magistrate's Return of Civil Appeal, filed with the Circuit Court on February 7, 2023. There is zero evidence in the trial record to support Respondent's false claims that Appellant was ever unfaithful to Respondent, that they had broken up, or that Decedent was in the process of moving out of the home he shared with Appellant. These are completely false and unsubstantiated claims. In fact, the Magistrate Court's orders do not make a single finding of fact to support these unsavory claims, which Respondent's brief now places in the public record in an attempt to humiliate Ms. Scott.

It also worth noting that Respondent's brief goes so far as to inject words into alleged text messages between Ms. Scott and the Decedent that are not even there. For example, page 5 of Respondent's brief makes the following false and unsubstantiated accusation: "Not only had Appellant and Decedent just broken up, but he was also in the process of moving out of the apartment they shared together. As of May 4, 2022 (less than thirty-six hours prior to Decedent's passing) he and Evie were no longer living in the apartment he and Appellant shared and he had expressed to Appellant via text messages that he would check on '[Appellant's] kitties' and would 'get all [his] [explicative] [out of the apartment].'" Respondents' brief notably contains the words "out of the apartment" in brackets for a reason: Decedent never said these words. These are Respondent's counsel's words, not Decedent's. Additionally, the texts make no mention of

breakup, nor do they indicate the parties were not living together. The texts don't even mention the dog, which the actual subject of this appeal.

Additionally, it should be noted that these text messages, attached as Exhibit D to Respondent's Appellate Brief, were not part of the trial record. These false accusations were never raised during trial. Respondent previously attempted to file these texts after the trial as an Exhibit to his Memorandum in Opposition to Defendant's Motion to Amend Judgment, filed July 19, 2022. The Magistrate Court, however, correctly found "The Plaintiff's memorandum regarding Defendant acted in bad faith is new evidence that the Court cannot consider after a trial." (Exhibit #11, Court's Amended Order in Response to Defendant's Motion to Amend Judgment, para. 4). Accordingly, this Court should disregard Respondent's false characterization and representations as to these text messages, which were never part of the trial record to begin with. *See Indigo Assocs. V. Ryan Inv. Co.*, 314 S.C. 519, 431, S.E.2d 271 (Ct. App. 1993), finding that parties to an appeal from magistrates court are restricted to the arguments raised in the magistrates court.

Having addressed Respondent's factual and procedural misrepresentations, Appellant now turns to the enumerated arguments in Respondents Brief.

I. Appellant's arguments are properly preserved for appeal.

In an effort to circumvent the merits of Appellant's arguments, Respondent argues that the issues set forth in Appellant's Brief in Support of Appeal were not raised "at the time the Notice of Appeal was filed" and that "any arguments pertaining to this paperwork being evidence of Appellant's ownership are not properly before the Court." (Respondent's Brief at p. 3). Respondents' contention is, again, factually and procedurally incorrect and directly contradicted by the record in this case. Specifically, Appellant's Notice of Appeal states that the Magistrate Court abused its discretion by, among other things, disregarding the applicable law and finding

that the evidence presented at trial was insufficient to establish Ms. Scott's ownership of the dog.

Specifically, the Notice of Appeal states:

The Magistrate Court abused its discretion in its findings of fact and conclusions of law. The Magistrate disregarded the applicable law, instead claiming that the lack of an existing statute relating to gifts between nonmarried parties controls the outcome, then, following Defendant's Motion to Reconsider appears to have changed its position order that the evidence presented at trial was insufficient to prove Appellant was a co-owner of the property at issue [...] As a result of the overwhelming evidence that Appellant was gifted or otherwise transferred co-ownership of the property by Decedent, the Court abused its discretion in failing to conclude that the title to property automatically transferred to Appellant upon Decedent's death." (Notice of Appeal, Exhibit # 12, attached hereto as Exhibit B, directly after Magistrates Court's Return).

Additionally, the Prayer for Relief contained within the Notice of Appeal further demonstrates that the issues raised in Appellant's Brief are indeed properly before this court:

WHEREFORE, based on the foregoing, Appellant hereby prays as follows:

- A) The Court reverse and remand the magistrate court's Order finding that insufficient evidence existed to demonstrate at transfer of ownership occurred prior to Decedent's death;
- B) The Court grant sole, exclusive title and possession of the property at issue to Appellant. (Id.)

As set forth above, Appellant's arguments were preserved in the Notice of Appeal and are properly before this court.

II. The Magistrate Court abused its discretion by disregarding Decedent's express, written and signed acknowledgment that Ms. Scott is co-owner of the dog.

Respondent's brief concedes that Decedent and Ms. Scott were residing together and that Ms. Scott was helping Decedent care for the dog when he completed and signed the veterinary form, wherein he, again, *expressly identified Ms. Scott as the dog's co-owner*. (Brief at page 3-4). However, Respondent erroneously argues that it is "baseless to assert that [Decedent] [...]

intended to declare [Appellant] had any form of legal ownership of the dog” and that “there is no legal basis which establishes that authority should be given to a form.”

Respondent’s arguments are both factually and legally incorrect. First, Respondents’ contention that “there is no way to truly determine Decedent’s intentions” is completely undermined by Decedent’s own hand-written entries on the subject form. As set forth above, the form specifically asks: “Please list the individuals whom you authorize to make medical decisions for your pet.” The Decedent then—in his own handwriting—wrote: “Owners” [Plural, Emphasis Added]. Megan Scott is expressly identified as the dog’s *co-owner* on the form. Again, this Court need not speculate as to what Decedent’s intentions were, because they are expressly stated in his own handwriting in a document that he signed and filed with the dog’s veterinary clinic.

Second, there is more than sufficient legal basis establishing Ms. Scott’s ownership of the dog based on Decedent’s signed writing. Both the South Carolina Court of Appeals and South Carolina Supreme Court have ruled on this issue on numerous occasions. “A person who signs a contract or other written document cannot avoid the effect of the document by claiming he did not read it.” *Regions Bank v. Schmauch*, 582 S.E.2d 432, 354 S.C. 648 (Ct. App. 2003), citing *Sims v. Tyler*, 276 S.C. 640, 643, 281 S.E.2d 229, 230 (1981). A person signing a document is responsible for reading the document and making sure of its contents. *Id.* Here, Decedent signed a document, wherein he expressly identified Ms. Scott as the co-owner of the dog. The court erred in failing to give this document legal effect.

III. The New Client Form is part of the trial record, properly admitted at trial, and is not hearsay upon hearsay.

Respondent's brief contends that the New Client Form, properly admitted as evidence by the Magistrate Court, is not competent evidence. This is also incorrect. As the Magistrate Court properly determined at trial, the form is admissible under Rules 804(a)(4) and 804(b)(3) of the South Carolina Rules of Evidence. Rule 804, SCRE addresses hearsay exceptions where the declarant is unavailable. Rule 804(a)(4) states, "'Unavailability as a witness' includes situations where the declarant is unable to be present to testify at the hearing because of death or then existing physical or mental illness or infirmity." Clearly, Decedent could not be present at trial because of his untimely death. Rule 804(b)(3) sets forth the applicable exception to the Hearsay Rule, stating that a statement which is at the time of its making contrary to the declarant's pecuniary *or proprietary* interest, that a reasonable person in declarant's position would not have made unless believing the statement to be true, is not excluded by the hearsay rule if the declarant is unavailable as a witness:

Hearsay Exceptions. The following are not excluded by the hearsay rule if the declarant is unavailable as a witness. (4) Statement Against Interest. A statement which was at the time of its making so far contrary to the declarant's pecuniary or *proprietary* interest, or so far tended to subject the declarant to civil or criminal liability, or to render invalid a claim by the declarant against another, that a reasonable person in the declarant's position would not have made the statement unless believing it to be true.

Rule 804(b)(3). [Emphasis added]

Accordingly, it was proper for the trial court to admit the New Client Form as evidence at trial because Decedent was unavailable because of death; because the statements were against his proprietary interest in the dog; and because a reasonable person in declarant's position would not have made the statement unless believing it to be true.

IV. Respondent's Appellate Brief resorts to misrepresenting the record and maligning Ms. Scott's character by way of false accusations, which are completely unsubstantiated and unsupported by the record.

As set forth above, the entirety of Section B of Appellant's Brief is rooted in false accusations, which are utterly unsubstantiated and unsupported by the record. Respondents brief falsely and incorrectly represents that Appellant was unfaithful to Decedent and that they had broken up before his untimely death. Again, these accusations are manifestly false and completely unsupported by the record.

Conclusion

Based on the foregoing, Appellant respectfully requests that this Court grant Ms. Scott's appeal, reverse the magistrate court, and find that Ms. Scott is Evie's rightful owner. The Magistrate Court abused its discretion by disregarding Decedent's express, written and signed acknowledgment that Ms. Scott is the co-owner of the dog. Whereas Respondent had never even met the dog prior to Decedent's death, Ms. Scott has continuously—and without fail—exercised her role as a loving owner and caretaker.

Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, SC Bar No. 101906

751 Johnnie Dodds Boulevard, Suite 200

Mount Pleasant, SC 29464

Telephone (843) 814-8181

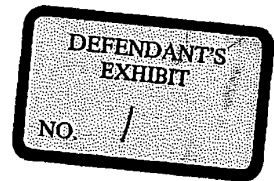
Facsimile (843) 284-3953

Mount Pleasant, South Carolina
April 20, 2023

Attorney for the Appellant Megan Scott

EXHIBIT A

Exhibit # 6



NEW CLIENT FORM

CLIENT INFORMATION

Name Jonathan Bruner Co-Owner Name Megan Scott
 Address 45 Sycamore drive Apt 477 city Charleston State SC Zip 29407
 Email Address jonl.bruner@outlook.com Owner's Phone # 702-465-9263
 (We request your email for important reminders and communications from our clinic only)
 Co-Owner's Phone # 843-926-5479 Alt. Phone # _____
 Place of Employment: NWCC
 Preferred method of contact for reminders: ☒ email ☐ post
 How did you hear about us? Facebook ☐ Business review site ☐ Clinic sign ☐ Yellow Pages ☐ Doctor ☒ Client ☐
 Whom may we thank for the referral? Dr. Ryan Andrews
 Please list the individuals whom you authorize to make medical decisions for your pets:
owners

Signature of Authorizing Owner(s)

PATIENT INFORMATION	PET #1	PET #2	PET #3
Name	<u>EVIE</u>		
Breed	<u>Golden-doodle</u>		
Date of Birth or Age	<u>4/9/2022</u>		
Male or Female? Spayed or Neutered?	<u>Female / Spayed</u>		
Has your pet ever had a reaction to vaccines or medications? If yes, please note.	<u>None</u>		
Is your pet on any special diets or medications? If yes, please list.	<u>None</u>		
Has your pet had any previous surgeries or illnesses? Please explain.	<u>None</u>		
Does your pet have any behavior issues/ special concerns we should know about?	<u>pure breed goat girl</u>		
Is your pet on heartworm preventative? What product?	<u>heartworm / Plus Nexgard 3 Spectrum</u>		
Is your pet microchipped?	<u>Yes</u>		

EXHIBIT B

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	CIVIL ACTION NO 2022CP1003843
	)	MAGISTRATE CASE #2022CV1010900773
ESTATE OF JONATHAN BRUNER	)	
PLAINTIFF/RESPONDENT	)	
VS	)	MAGISTRATE'S RETURN OF CIVIL APPEAL
MEGAN SCOTT	)	
DEFENDANT/APPELANT	)	

THIS MATTER came before the Court upon Plaintiff, The Estate of Jonathan Bruner and the Personal Representative of the Estate of Jonathan Bruner, Gary Bruner's, (hereinafter referred to collectively as "Plaintiff") Complaint and Affidavit to Recover Personal Property from Defendant Megan Scott (hereinafter referred to as "Defendant").

Edward R. Corvey, III, Esq. on behalf of Gary Bruner.

Jason S. Stevens, Esq. on behalf of Megan Scott.

Plaintiff filed a Claim and Delivery action for possession of the personal property, known as "Evie"/ a dog on May 18, 2022. (Exhibit 1)

Defendant was served with the Claim and Delivery Petition and an Order of Seizure for Immediate Delivery of Property on May 21, 2022. (Exhibit 2) Defendant did not have possession of the dog at the time of service, so seizure was not accomplished.

Defendant filed her Answer, Affidavit of Defendant and/or in the alternative Request for Post-Seizure Hearing on May 25, 2022. (Exhibit 3) The Defendant supplied the Court with a bond of \$3,000.00, double the value of the property pursuant to S.C. Code Ann. Sec. 22-3-1440. (Exhibit 4) At that hearing the Court awarded possession of the property to Defendant pending trial or settlement negotiations.

The trial was held on July 16, 2022. Prior to trial, a pre-trial hearing was held with the attorneys in chambers that included the Plaintiff's probate attorney. This Court held it had jurisdiction to hear this case. The pre-trial hearing proceeded with a finding of fact and conclusion of law by the Court that all interested or potentially interested parties were present, and the parties' divorce decree, which stated that no marital property existed at the time of the divorce on April 4, 2022, and extinguished any right or interest in the property that the Ex-Wife may have had. (Exhibit 5)

Both parties presented evidence at the trial. The Court heard and considered the testimony of Plaintiff's witnesses, (1) Gary Bruner and (2) Aldwin Roman. The Court heard and considered the testimony of Defendant's witnesses: (1) Practice Manager of the West Ashley Veterinary Clinic, and (2) Megan Scott. (Exhibit 6, evidence from trial)

This Court ruled on July 6, 2022, that Plaintiff's Claim for Delivery of Evie/dog is granted. (Exhibit 7)

Defendant filed a Motion to Alter or Amend Judgement or in the Alternative Motion of Reconsideration and Motion to Stay Judgement Pending Appeal on July 7, 2022. (Exhibit 8)

Plaintiff responded to Defendant's Motion on July 19, 2022, and filed Plaintiff's Memorandum In Opposition to Defendant's Motion to Amend Judgement or In the Alternative For Reconsideration. (Exhibit 9)

Defendant responded to Plaintiff's Memorandum on July 20, 2022, and filed Memorandum In Support of Defendant's Motion to Alter or Amend or In the Alternative Reconsider and Reply to Plaintiff's Memorandum in Opposition. (Exhibit 10)

The Court heard this Motion on July 20, 2022, and issued further Findings of Fact in response to Defendant's Motion and Plaintiff's Memorandum that are incorporated into the Order of this Court, and found for the Plaintiff, The Estate of Jonathan Bruner, and Gary Bruner as Personal Representative of the Estate of Jonathan Bruner's Claim and Delivery of Evie/dog is granted. (Exhibit 11)

The Court further Ordered the possession of the property is stayed pending appeal on this matter, as provided for in SCRCP 62(d).

Defendant filed a Notice to Appeal on August 22, 2022. (Exhibit 12)

Plaintiff filed a Motion in Common Pleas to Dismiss Pursuant to Rule 41, SCRCP on December 12, 2022. (Exhibit 13)

The Court of Common Pleas, on January 20, 2023, set a hearing on the Motion to Dismiss for February 9, 2023, at 11:30AM. (Exhibit 14)

Defendant filed a Petition for Writ of Mandamus and Request for Sua Sponte Relief on January 27, 2023. The Certificate of Service was sent to The Honorable Ellen S. Steinberg, West Ashley Magistrate Court. (Exhibit 15)

Defendant filed a copy of the Affidavit of Megan Scott and the Certificate of Service on January 27, 2023, to the Honorable Joanna Summey, West Ashley Magistrate Court. (Exhibit 16)

Defendant filed a copy of the Memorandum of Law in Opposition to Appellee's Motion to Dismiss and the Certificate of Service on February 1, 2023, to the Honorable Joanna Summey, West Ashley Magistrate Court. (Exhibit 17)

I, Ellen S. Steinberg left the West Ashley Magistrate Court on August 5, 2022. On August 12, 2022, I started a new position as Director of the Charleston County Criminal Justice Coordinating Council.

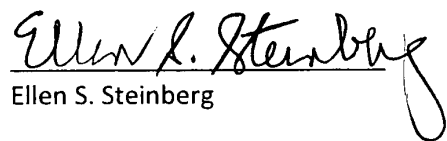
On August 19, 2022, Chief Magistrate Joanna Summey took over my email account from the West Ashley Magistrate Court. I have not had access to any emails sent to that email account unless Judge Summey forwarded them to my new county email address.

Kindly note that all emails sent to my former email address were, and continue to be returned to sender with my new county email address and a note advising all judicial communications be sent to the attention of Chief Judge Joanna Summey at: jsummey@charlestoncounty.org (Exhibit 18)

I had no knowledge of any motions filed in this case until I received an email from Judge Summey on January 31, 2023. (Exhibit 19) Attached to that email was Defendant's Petition for Writ of Mandamus and Request for Sua Sponte Relief.

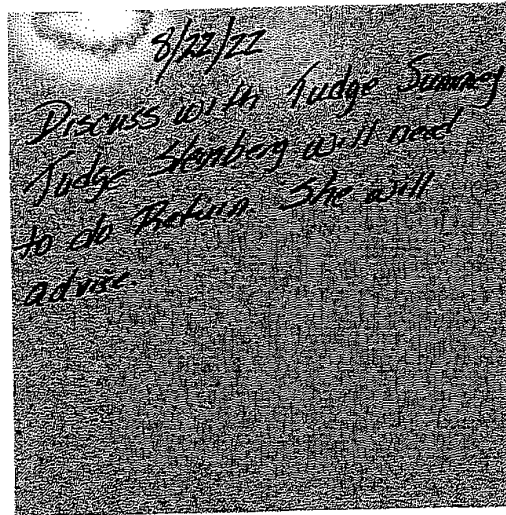
Furthermore, in the Defendant Megan Scott's Affidavit (Exhibit 16), it is incorrectly stated that I was served with the Notice of Appeal. At no point between my leaving the bench on August 5, 2022, and receiving an email from Judge Summey on January 31, 2023, was I aware of a pending appeal in this matter.

Respectfully submitted,


Ellen S. Steinberg

February 7, 2023
Charleston, South Carolina

Exhibit #12



STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

MEGAN SCOTT)

Appellant,)

v.)

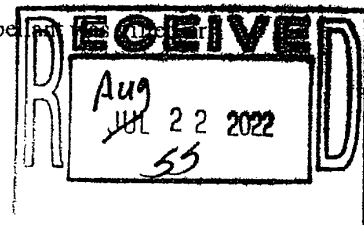
ESTATE OF JONATHAN BRUNER)

Respondent.)

PLEASE TAKE NOTICE that the Defendant, Megan Scott, by and through her undersigned counsel hereby files this Notice of Appeal of The Honorable Ellen J. Steinberg's Order issued in Civil Case Number 2022CV1010900773 on July 22, 2022. The basis for Defendant's Appeal are as follows:

I. The Magistrate Court abused its discretion in its findings of fact and conclusions of law

The Magistrate disregarded the applicable law, instead claiming that the lack of an existing statute relating to gifts between nonmarried parties controls the outcome, then, following Defendant's Motion to Reconsider appears to have changed its position ordering that the evidence presented at trial was insufficient to prove Appellant was a co-owner of the property at issue. Moreover, the Court in its July 20, 2022 Order from Defendant's Motion to Alter/Amend or, in the alternative, Motion to Reconsider, amongst other things, "cherry picks" testimony from the witness who testified to Appellant being listed as "co-owner" to get to the same outcome as the initial Order. As a result of the overwhelming evidence that Appellant was a co-owner of the property, the Court's decision is clearly erroneous and should be reversed.



otherwise transferred co-ownership of the property by Decedent, the Court abused its discretion in failing to conclude that the title to the property automatically transferred to Appellant upon Decedent's death.

WHEREFORE, based on the foregoing, Appellant hereby prays as follows:

- a) The Court reverse and remand the magistrate court's Order finding that insufficient evidence existed to demonstrate a transfer of ownership occurred prior to Decedent's death;
- b) The Court grant sole, exclusive title and possession of the property at issue to Appellant.
- c) That the Court stay the Magistrate Court Order until this appeal can be heard pursuant to Rule 241 and SCRCP 62.
- d) The Court issue such further relief as it deems just and proper.

Respectfully submitted,

Law Office of Jason S. Stevens

s/Jason S. Stevens

Jason S. Stevens

Attorney for Defendant Megan Scott

August 22, 2022
Charleston, South Carolina

EXHIBIT C

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP1003843

Megan Scott
PLAINTIFF(S)

Jonathan Bruner et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Respondent's motion to dismiss the appeal is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 02/15/2023 .

Case Party Info Protected

Jonathan Bruner for Jonathan Bruner
Jonathan Bruner Estate for Jonathan Bruner Estate
Jonathan Bruner Estate for Jonathan Bruner Estate
Jonathan Bruner for Jonathan Bruner

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Megan Scott VS Jonathan Bruner , defendant, et al

Case Number: 2022CP1003843

Type: Order/Electronic Form 4

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

Electronically signed on 2023-02-15 12:08:59 page 3 of 3

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable George M. McFaddin, Jr.
Circuit Court Judge

Case No. 2022-CP-10-03843

Megan Scott,

Appellant

v.

Estate of Jonathan Bruner,

Respondent.

NOTICE OF APPEAL

Megan Scott, through her undesignated counsel, hereby appeals the *Order on Appeal from Final Order of Magistrate*, entered on June 27, 2023, by the Honorable George M. McFaddin, Jr. Counsel for Appellant received written notice of entry of the order on June 27, 2023. A copy of the subject order is attached to the Notice of Appeal.

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, Esquire (SC Bar No. 101906)
751 Johnnie Dodds Blvd., Suite 200
Mount Pleasant, SC 29464
jesse@jessesanchezlaw.com
(843) 814-8181

and

THE LAW OFFICE OF JASON S. STEVENS, LLC

Jason Stevens, Esquire (SC Bar No. 79076)
215 East Bay Street, Suite 500-H
Charleston, SC 29401
jstevens@jsstevenslaw.com
(843) 789-3620

Attorneys for Appellant Megan Scott

Mount Pleasant, South Carolina
June 27, 2023

Other Counsel of Record:

Edward R. Corvey, III, Esquire
Kyra McMillan, Esquire
Corvey Law Firm, LLC
815 Savannah Highway, Ste. 201
Charleston, SC 29407
ted@corveylawfirm.com
kyra@corveylawfirm.com
(843) 625-8600

Attorneys for Respondent Estate of Jonathan Bruner

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NUMBER: 2022CP1003843
Megan Scott,	)	
	)	
APPELLANT,	)	ORDER ON APPEAL OF FINAL
	)	ORDER FROM MAGISTRATE
VS.	)	
	)	
Estate Of Jonathan Bruner,	)	
	)	
RESPONDENT.	)	
_____	)	

DATE OF HEARING:	April 5, 2023
PRESIDING JUDGE:	The Honorable George M. McFaddin, Jr.
APPELLANT'S COUNSEL:	Jesse Sanchez
RESPONDENT'S COUNSEL:	Edward R. Corvey, III

THIS MATTER CAME BEFORE THE COURT on the above date for a hearing on Appellant Megan Scott's Appeal of the Final Order issued on July 20, 2022, filed under Civil Case Number 2022CV1010900773. This court has jurisdiction over the parties and the subject matter herein. Appearances at this hearing were as listed above.

FACTUAL AND PROCEDURAL HISTORY

On May 18, 2022, the Estate of Jonathan Bruner filed an action to recover personal property in Charleston County Magistrate's Court. Specifically, the Estate of Jonathan Bruner sought to recover the Decedent's one-year old Golden Doodle, Evie, from his girlfriend, the Appellant. Evie was purchased by the Decedent when he was married to his ex-wife and was awarded to him via equitable division of property in their divorce. When the Respondents attempted to obtain Evie, Appellant subsequently refused to turn her over to the Executor of Decedent's Estate.

A trial was held in Charleston County Magistrate's Court on July 16, 2022, and the Court granted the Respondent's Claim for Delivery of Evie and ordered that Appellant relinquish custody of Evie within three days of the Order which was issued on July 6, 2022.

On July 7, 2022, in response to the Magistrate's Court Order granting possession of Evie to Respondents, Appellant filed a motion for reconsideration with the Magistrate Court. Appellant's motion for reconsideration was heard by the magistrate court on July 20, 2022. The Magistrate Court issued an amended Order still granting possession of Evie to Respondents.

On August 22, 2022, a Notice of Appeal was filed by the appellant. For several months after the filing of the initial Notice of Appeal the original record had not been transmitted to the Clerk of Court nor had a motion to extend the time to prepare the certified record been filed.

On December 12, 2022, Respondents filed a Motion to Dismiss this appeal pursuant to Rule 41 SCRCF. At the time of the filing of the motion, the Appellant had not sought a Writ of Mandamus to compel the magistrate to certify and file the original record with the Circuit Court. Subsequently, on January 27, 2023, the Appellant filed a petition for Writ of Mandamus. Upon transmittal to the Magistrate, they took the appropriate steps to certify the original record. The Motion to Dismiss was heard on February 9, 2023. Given that, at that point, the original record was certified and submitted to the Circuit Court by the Magistrate, the motion was denied. The Court then attempted to move forward with hearing the Appeal at that time. While counsel for both parties conceded that they were unaware that the Court intended to hear the Appeal that day, Counsel for Respondents advised the Court that they were prepared to move forward. However, Counsel for Appellant requested a continuance to further prepare and the Court continued this hearing to the next term of Court.

Subsequently, Appellant obtained new counsel. Her current attorney of record filed a Notice of Appearance in this matter on March 31, 2023. Also on March 31, 2023, counsel for Appellant filed a Brief of Appellant in support of appeal.

At this hearing, Counsel for Respondents objected to the submission of this brief. Counsel for Respondents detailed that this was submitted within days of the hearing, that they did not have appropriate time to respond, and that further they did not believe the submission was appropriate given that the brief contained arguments and raised issues outside the scope of the Initial Notice of Appeal. Counsel for Respondents further requested that, if the Court was inclined to consider the brief, that Respondents would like an opportunity to submit a brief in response. Accordingly, Respondents were granted ten (10) days from the date of the hearing to submit the same.

On April 14, 2023, Respondents submitted their Brief of Respondents in Opposition to Appeal to the Court. On that same day, Counsel for Appellants requested that they be allowed to submit a short reply in response to Respondents' Brief. On April 17, 2023, the Court advised that Appellant were allowed to submit a reply by April 20, 2023. A reply brief was submitted by Appellant on that date.

On April 21, 2023 Counsel for Respondents filed a Motion to Strike all briefs which were submitted pertaining to the appeal from the record.

The decision in this case follows and was based upon the entirety of the submissions presented to the Court as they pertain to this appeal.

STANDARD OF REVIEW

The standard of review to be applied by a Circuit Court in an appeal of a magistrate's judgment is prescribed by Section 18-7-170 of the South Carolina Code of Laws, 1976. *Burns v. Wannamaker*, 281 S.C. 352, 357, 315 S.E.2d 179, 182 (Ct. App. 1984).

§18-7-170, South Carolina Code of Law Ann, provides that “upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.”

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW THEREFORE having reviewed the file in this matter and carefully considering the submissions of the party and arguments of respective counsel, I make the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. This Court considered all submissions made in connection with this appeal, to include the Brief of Appellant in Support of Appeal filed March 31, 2022, the Brief of Respondents in Opposition to Appeal filed April 14, 2022 and Appellant’s Reply Brief filed April 20, 2023.
3. This Court finds that the evidence does not support Appellant’s claim that the Decedent gifted or otherwise transferred co-ownership of the subject dog and property at issue, Evie, prior to his passing.
4. This Court specifically finds that two things considered by the Magistrate Court was in error during the original trial by admitting evidence and testimony proffered by the Appellant which constitute impermissible hearsay. The Magistrate Court allowed the submission testimony and evidence by the Appellant, over counsel for Respondent’s contemporaneous objections, which make this issue proper for review. First, the “New Client” document which Appellant contends is proof that the Decedent gifted or otherwise transferred co-ownership of the subject dog and property at issue, Evie, should not have

been admitted or considered by the Magistrate Court. Second, testimony from Appellant at the trial regarding conversation she had with the Decedent prior to his death regarding ownership of the subject dog and property at issue, Evie, should not have been admitted or considered by the Magistrate Court. In both instances, the Magistrate Court erred in allowing the admission of the evidence and testimony as both constitute impermissible hearsay pursuant to South Carolina Rule of Evidence 804 as Decedent was an unavailable witness and there was no exception which could be applied to permit the evidence and testimony into the record. Had the New Client document and Appellant's testimony been properly excluded by the trial court there would be no facts in the record which could stand to support Respondent's ownership claim of Evie, thus, rendering her claim(s) meritless.

5. This Court finds that the Magistrate Court correctly ruled that Respondents are entitled to sole, exclusive title and possession of the subject dog and property at issue, Evie.
6. This Court finds that the Magistrate Court correctly ruled that there is no provision of South Carolina law that grants ownership and/or possessory rights of the personal property of their partner to unmarried romantic partners.
7. This Court finds that the Magistrate Court correctly ruled that as the Decedent died intestate, S.C. Code Ann. § 62-2-103 dictates the distribution of Decedent's estate and personal property.
8. This Court finds that the Magistrate Court correctly ruled Pursuant to S.C. Code Ann. § 62-2-103 (2) that the Decedent's father and Respondent, Gary Bruner, is the sole heir to Decedent's estate.
9. This Court finds that the Magistrate Court correctly ruled that, as the as the sole heir to Decedent's estate, Respondent Gary Bruner is entitled to recover and come into the

possession of all assets of his son's estate which will include the personal property of the Decedent which he possessed and solely owned at the time of his death, to include the Decedent's dog Evie.

10. This Court finds that the Magistrate Court did not abuse its discretion in failing to conclude that ownership of the subject dog and property at issue, Evie, automatically transfer to Appellant upon Decedent's death.
11. This Court affirms the Magistrate Court's ruling and Final Order and further finds that this ruling concludes the appeal of the Magistrate Court's July 20, 2022, Final Order.
12. Evie shall be transferred within 10 (ten) days of the filing of this Order to the custody and control of Respondents. If an extension of this transfer is to be granted, it must be done so in writing as a separate order of this Court.

IT IS, THEREFORE,

ORDERED, ADJUED AND DECREED that the Magistrate Court's ruling and July 20, 2022, Final Order is AFFIRMED.

ORDERED, ADJUED AND DECREED that the Magistrate Court did not abuse its discretion in failing to conclude that ownership of the subject dog and property at issue, Evie, automatically transfer to Appellant upon Decedent's death.

ORDERED, ADJUED AND DECREED that Respondents are entitled to sole, exclusive title and possession of the subject dog and property at issue, Evie.

ORDERED, ADJUED AND DECREED that Appellant, Megan Scott, shall relinquish custody of Evie, within ten (10) days of the issuance of this Order. Counsel for both Appellant and Respondents shall make the appropriate arrangements for Evie's physical transfer from Appellant to Respondents or their designee.

ORDERED, ADJUED AND DECREED that any and all law enforcement, animal control, or other applicable governmental agencies shall take the necessary actions in accordance with this Court's Order to effectuate Respondent's rights as sole legal owner of Evie subject dog and property at issue, Evie, should not have been admitted or considered by the Magistrate Court..

AND IT IS SO ORDERED!

Hon. George McFaddin, Jr.
Presiding Judge, Court of Common Pleas
Ninth Judicial Circuit

_____, 2023

_____, South Carolina



Charleston Common Pleas

Case Caption: Megan Scott VS Jonathan Bruner , defendant, et al

Case Number: 2022CP1003843

Type: Order/Judgment and Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2023-06-27 12:16:48 page 8 of 8

From: Jason Stevens jstevens@jsstevenslaw.com
Subject: Fwd: Motion "MOTAPP-Motion/Appeal" for Case "2022CP1003843-Megan Scott VS Jonathan Bruner , defendant, et al" was added to a Motions Roster for 4/5/2023 at 10:30 AM
Date: March 8, 2023 at 7:43 AM
To: Jesse Sanchez jesse@jessesanchezlaw.com

Begin forwarded message:

From: cpas@charlestoncounty.org
Date: March 7, 2023 at 3:34:14 PM EST
To: jason@jsstevenslaw.com
Cc: jsjohnson@charlestoncounty.org
Subject: Motion "MOTAPP-Motion/Appeal" for Case "2022CP1003843-Megan Scott VS Jonathan Bruner , defendant, et al" was added to a Motions Roster for 4/5/2023 at 10:30 AM

Motion(s) for the herein referenced case will be heard by the Honorable Judge George M. McFaddin, Jr. on the above specified date and time. The hearing will be held via the WebEx Virtual Courtroom. To access the virtual courtroom, go to the South Carolina Judicial Website at SCCOURTS.ORG. Click "Calendar", then "Monthly View", then "Circuit" on the day your hearing is scheduled. Scroll until you find Judge George M. McFaddin, Jr., then click the Virtual Courtroom link. Please enter your full name and email address to join. Memos and Briefs are to be submitted via e-filing prior to the week of term. **Per Judge McFaddin, please be advised, all hearings will be limited to fifteen minutes**

For questions, please contact Joy Johnson at (843) 958-5049 or jsjohnson@charlestoncounty.org

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	APPEAL FROM MAGISTRATE COURT
	)	(Magistrate Court No. 2022CV1010900772)
	)	
MEGAN SCOTT	)	CASE NO. 2022-CP-10-003843
	)	
Appellant,	)	
	)	APPELLANT'S EMERGENCY
v.	)	PETITION FOR ORDER OF
	)	SUPERSEDEAS
ESTATE OF JONATHAN BRUNER	)	
	)	
Respondent.	)	
_____	)	

TO: THE HONORABLE GEORGE M. MCFADDIN, JR.

Pursuant to Rule 241(c), SCACR, Appellant Megan Scott hereby respectfully petitions this Honorable Court for an emergency order granting supersedeas of this Court's *Order on Appeal from Final Order of Magistrate*, entered on June 27, 2023. The Notice of Appeal for the subject Order was timely filed and served on June 27, 2023. (Notice of Appeal, Exhibit A). Further, pursuant to Rule 241(d)(6), SCACR, exigent circumstances exist, necessitating this Court to issue its order resolving the instant petition *ex parte* before a hearing can be held or a response submitted. Specifically, the Order on Appeal requires Appellant to transfer the property at issue in this appeal, a goldendoodle named Evie, to Respondent, an out-of-state resident, within ten days of the Order's entry, Friday, July 7, 2023. An Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested issue from becoming moot. Appellant respectfully requests that this Court issue an order on the instant Petition prior to the Friday, July 7, 2023 deadline, so that Appellant may take appropriate steps to preserve her rights if necessary.

STANDARD

“In determining whether an order should issue pursuant to this Rule, the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” Rule 241(c)(2), SCACR. In appellate matters, the purpose of a supersedeas is to prevent the occurrence of an event that would render judgment or relief, and thus the appeal, meaningless. *See Skydive Myrtle Beach, Inc. v. Horry Cty.*, 424 S.C. 298, 818 S.E.2d 224, 227 (Ct. App. 2018), reh'g denied (Sept. 20, 2018) (“A case becomes moot when judgment, if rendered, will have no practical effect upon the existing controversy.”); *id.* (“Mootness also arises when some event occurs making it impossible for the reviewing court to grant effectual relief.”).

ANALYSIS

In the instant case, an Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested issue from becoming moot. Specifically, the property at issue in this appeal, a goldendoodle named Evie, has at all relevant times been located within the jurisdiction of this Court and now this State’s Appellate Courts in Charleston County, South Carolina. Evie has exclusively lived with and been cared for by Ms. Scott since May 5, 2022, and prior to that time was jointly cared for by Ms. Scott and the Decedent, with whom Ms. Scott shared a home.¹ The subject order commands Ms. Scott to transfer Evie to the custody of Respondent, the Personal Representative of Decedent’s Estate, within ten (10) days of entry of the Order.

¹ The West Ashley Veterinary Clinic Form, filled out and signed by Decedent on April 13, 2022, expressly identifies Ms. Scott as the dog’s co-owner and authorizes Ms. Scott to make medical decisions for the dog.

Respondent, however, lives approximately 2,300 miles away in Las Vegas, Nevada, well outside the jurisdiction of this Court and this State's Appellate Courts.

If Evie is transferred to Respondent, the appellate court's jurisdiction, including its ability to effectuate the relief sought on appeal, will be compromised, if not eliminated altogether. This is precisely the sort of circumstance contemplated under Rule 241(c)(2), which necessitates an order of supersedeas. Additionally, whereas Appellant has provided consistent care for the dog, including food, shelter, exercise, and veterinary care, Respondent has never lived with nor cared for the dog. Respondent had never even met the dog prior to Decedent's untimely death. Accordingly, the preservation of the dog, which is considered property under our South Carolina law, is best served by Ms. Scott's continued custody and care in Charleston County while this matter is on appeal.

Ms. Scott, a pharmacist, has the means to care for Evie and demonstrated her commitment to provide the dog with a safe and loving environment. Further, as set forth in the Factual and Procedural Background Section, below, Appellant previously deposited a bond of \$3,000.00 with the court, double the value reported in Respondent's Petition to the Magistrate's Court. Appellant is prepared to obtain additional sureties during the pendency of this Appeal in an amount this court deems reasonably appropriate.

FACTUAL AND PROCEDURAL BACKGROUND

This case concerns the rightful ownership of a dog, a golden doodle named Evie (hereinafter referred to as "Evie"). The Appellant, Megan Scott, asserts that she co-owned the dog with her late boyfriend, Jonathan Bruner (hereinafter referred to as "Decedent"), with whom she shared a home in Charleston County, South Carolina.

Decedent died intestate on May 5, 2022. As a result, Decedent's father, who lives in Las Vegas, Nevada, was named personal representative of the estate, (hereinafter referred to as "Respondent"). After Decedent's untimely death, Respondent travelled to Charleston South Carolina to wrap up Decedent's affairs and gather any personal property that Decedent left behind. This included achievement medals and mementos from his time as service member, and other possession, all of which Ms. Scott provided. To Ms. Scott's dismay, however, Respondent also demanded possession of Evie. Respondent, a Nevada resident, had never lived with Evie, nor had he even met the dog, but now claimed she had become his possession as a result of Decedent's death. Ms. Scott refused Respondent's demand.

On May 18, 2022, Respondent filed a Claim and Delivery action for possession of personal property, wherein he sought possession of Evie. (See Exhibit #1 to Magistrates Return of Civil Appeal, filed February 7, 2023).² In his Affidavit, Respondent claimed Evie had legally become his possession as a result of Decedent's passing. Ms. Scott was served with the Claim and Delivery Petition and an Order of Seizure for Immediate Delivery of Property on May 21, 2022. (Exhibit #2).

On May 25, 2022, Ms. Scott filed her Answer, Affidavit of Defendant, and/or in the Alternative, Request for Post-Seizure Hearing. (Exhibit #3). Pursuant to S.C. Code Ann. Sec. 22-3-1440, she then supplied the Court with a bond of \$3,000.00, double the value reported in Respondent's petition. (Exhibit #4) At the hearing, Ms. Scott was awarded possession of the property pending trial or settlement negotiations.

² Magistrate's Return of Civil Appeal, filed with the Circuit Court on February 7, 2023, provides a record of all papers in this case. All exhibits referenced in this brief are contained therein.

The trial was held on July 16, 2022. Ms. Scott presented evidence and testimony establishing her contributions to Evie's care, including providing daily exercise, daily feeding, coordinating care based on her and Decedent's respective work and school schedules, and providing all other basic needs for the dog. (See Order, Exhibit #7). Ms. Scott also submitted paperwork from Evie's veterinarian, West Ashley Veterinarian Clinic, **including a signed document wherein Decedent himself specifically identified Ms. Scott as the dog's co-owner.** (Exhibit #6).

In support her ownership claim, Ms. Scott's trial counsel argued Ms. Scott's ownership interest had been established *during Decedent's life*, and that as result, she remained the rightful owner of the dog at the time of Decedent's death. (Exhibit #8, p. 1-7). Respondent's trial counsel conceded that "it is possible for one to effect a transfer of title and/ownership of property prior to one's death without the use of [a] will or other estate planning device," but that the transfer of that title and/or ownership "must be clear, obvious, and unambiguous," intimating that Ms. Scott could not claim an ownership interest in Evie without a "bill of sale, contract, or other writing that provides for clear and unambiguous transfer of property." (Exhibit #9 at p. 3). In an effort to circumvent Decedent's clear and unambiguous identification of Ms. Scott *as Evie's co-owner*, Respondent's counsel then attempted to characterize the document as merely an indication that Decedent wished to list Ms. Scott as "an additional point of contact with the West Ashley Veterinary Clinic." (Exhibit #9 at p. 3).

On July 6, 2022, the magistrate court entered an order finding that Decedent had died intestate; that Ms. Scott's ownership interest cannot be proven without a will or codicil; that Decedent's express written identification of Ms. Scott as a co-owner on the veterinary form "does

not suffice to prove ownership;” that the dog was solely owned by Decedent at death; and that Respondent is entitled to the possession of the dog. (Exhibit # 7 at p. 7).

On July 7, 2022, Ms. Scott filed a Motion to Alter or Amend Judgment or in the Alternative Motion for Reconsideration and Motion to Stay Judgment Pending Appeal. (Exhibit # 8). On July 19, 2022, Respondent filed a Memorandum in Opposition to Defendants Motion to Alter or Amend Judgment. (Exhibit #9). On July 20, 2022, Ms. Scott responded to Respondent’s Memo in Opposition and filed a Memorandum in Support of her Motion. (Exhibit #10).

The magistrate court heard Ms. Scott’s Motion to Alter or Amend Judgment on July 20, 2022. The court then entered an Amended Order in Response to Defendants’ Motion to Amend Judgment wherein it issued additional findings of fact, finding that “Decedent’s action of identifying the Defendant as a co-owner on the West Ashley Veterinarian Clinic form does not suffice to prove transfer of ownership.” (Exhibit #11). In support of this finding, the court noted that the veterinarian’s practice manager testified that “for routine visits to be accepted by someone other than the actual owner of the dog, they must appear on veterinary forms so the veterinary office itself is relieved of the liabilities that come with treating someone’s animal without the owner’s consent.” The Court, however, notably failed to identify *any* evidence demonstrating that this was Decedent’s intent when he specifically identified Ms. Scott as Evie’s co-owner on the veterinarian form.

The Court then found that, having heard Defendant’s testimony, it “does not find a preponderance of evidence that Decedent ever intended to gift the property to Defendant;” and that “the facts of this case do not suggest at any point that Decedent was seeking to relinquish ownership of the property.”

Defendant filed a Notice of Appeal on August, 2022. (Exhibit 12). On February 7, 2023, the Magistrate filed Magistrate's Return of Civil Appeal as required by Rule 74, SCRCPP.

On March 7, 2023, counsel for Ms. Scott received notice from the Charleston County Clerk of Court that a hearing on the Appeal was scheduled before The Honorable George M. McFaddin, Jr., for April 5, 2023. The notice specifically stated, "Memos and Briefs are to be submitted via e-filing prior to the week of term."

Pursuant to the Court's instructions, Appellant e-filed Appellant's Brief in Support of Appeal prior to the week of term on March 31, 2023, and emailed a copy to the Court and counsel for Respondent. A hearing was then held on April 5, 2023. Respondent, however, did not file a brief prior to the hearing and instead asked the court for leave to file his brief ten days after the hearing was held, which the Court granted. Respondent filed his Brief in Opposition on April 14, 2023. On that same day, Counsel for Appellant requested that Appellant be allowed to submit a short reply in response to Respondent's Brief. On April 17, 2023, the Court advised that Appellant was allowed to submit a reply by April 20, 2023. Appellant's Reply Brief was filed on April 20, 2023.

On June 27, 2023, the Circuit Court entered its *Order on Appeal from Final Order of Magistrate*, affirming the Magistrate Court's Final Order, finding that Respondent is entitled to sole, exclusive title and possession of the subject dog and property at issue, Evie, and ordering Ms. Scott to transfer Evie to the custody of Respondent, the Personal Representative of Decedent's Estate, within ten (10) days of entry of the Order.

On June 27, 2023, Ms. Scott timely served and filed a Notice of Appeal with the Circuit Court and South Carolina Court of Appeals, and immediately filed the instant Petition for Emergency Order of Supersedeas follows pursuant to Rule 241(c), SCACR.

A supersedeas is necessary in this case. While most matters are automatically stayed during the pendency of an appeal, certain orders are not subject to this general rule. Rule 241(a)-(b), SCACR. Judgments directing the assignment or delivery of personal property are one such exception. Rule 241(b)(2).

CONCLUSION

Based on the foregoing, Appellant respectfully requests that this Court grant Ms. Scott's Petition for Supersedeas, and stay its *Order on Appeal from Final Order of Magistrate*, entered on June 27, 2023, while this case is on appeal. An Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested issue from becoming moot. Appellant further requests that this Court enter its decision on the instant Petition *ex parte* prior to Friday, July 7, 2023, the deadline set forth in the Order, so that Appellant may take appropriate steps to preserve her rights if necessary.

Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, SC Bar No. 101906
751 Johnnie Dodds Boulevard, Suite 200
Mount Pleasant, SC 29464
Telephone (843) 814-8181
Facsimile (843) 284-3953

THE LAW OFFICE OF JASON S. STEVENS, LLC

Jason Stevens, Esquire (SC Bar No. 79076)
215 East Bay Street, Suite 500-H
Charleston, SC 29401
jstevens@jsstevenslaw.com
(843) 789-3620

Mount Pleasant, South Carolina
June 27, 2023

Attorneys for Appellant Megan Scott

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable George M. McFaddin, Jr.
Circuit Court Judge

Case No. 2022-CP-10-03843

Megan Scott,

Appellant

v.

Estate of Jonathan Bruner,

Respondent.

NOTICE OF APPEAL

Megan Scott, through her undesigned counsel, hereby appeals the *Order on Appeal from Final Order of Magistrate*, entered on June 27, 2023, by the Honorable George M. McFaddin, Jr. Counsel for Appellant received written notice of entry of the order on June 27, 2023. A copy of the subject order is attached to the Notice of Appeal.

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, Esquire (SC Bar No. 101906)
751 Johnnie Dodds Blvd., Suite 200
Mount Pleasant, SC 29464
jesse@jessesanchezlaw.com
(843) 814-8181

and

THE LAW OFFICE OF JASON S. STEVENS, LLC

Jason Stevens, Esquire (SC Bar No. 79076)
215 East Bay Street, Suite 500-H
Charleston, SC 29401
jstevens@jsstevenslaw.com
(843) 789-3620

Attorneys for Appellant Megan Scott

Mount Pleasant, South Carolina
June 27, 2023

Other Counsel of Record:

Edward R. Corvey, III, Esquire
Kyra McMillan, Esquire
Corvey Law Firm, LLC
815 Savannah Highway, Ste. 201
Charleston, SC 29407
ted@corveylawfirm.com
kyra@corveylawfirm.com
(843) 625-8600

Attorneys for Respondent Estate of Jonathan Bruner

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NUMBER: 2022CP1003843
Megan Scott,	)	
	)	
APPELLANT,	)	Respondent's Memorandum in
	)	Opposition to Appellant's Emergency
VS.	)	Petition for Order of Supersedeas
	)	
Estate Of Jonathan Bruner,	)	
	)	
RESPONDENT.	)	
_____	)	

FACTS

On May 18, 2022, the Estate of Jonathan Bruner filed an action to recover personal property in Charleston County Magistrate's Court. Specifically, the Estate of Jonathan Bruner sought to recover the Decedent's one-year old Golden Doodle, Evie, from his girlfriend, the Appellant. Evie was purchased by the Decedent when he was married to his ex-wife and was awarded to him via equitable division of property in their divorce. When the Respondents attempted to obtain Evie, Appellant subsequently refused to turn her over to the Executor of Decedent's Estate.

A trial was held in Charleston County Magistrate's Court on July 16, 2022, and the Court granted the Respondent's Claim for Delivery of Evie and ordered that Appellant relinquish custody of Evie within three days of the Order which was issues on July 6, 2022.

On July 7, 2022, in response to the Magistrate's Court Order granting possession of Evie to Respondents, Appellant filed a motion for reconsideration with the Magistrate Court. Appellant's motion for reconsideration was heard by the magistrate court on July 20, 2022. The Magistrate Court issued an amended Order still granting possession of Evie to Respondents.

On August 22, 2022, a Notice of Appeal was filed by the appellant. For several months after the filing of the initial Notice of Appeal the original record had not been transmitted to the Clerk of Court nor had a motion to extend the time to prepare the certified record been filed.

On December 12, 2022, Respondents filed a Motion to Dismiss this appeal pursuant to Rule 41 SCRPC. At the time of the filing of the motion, the Appellant had not sought a Writ of Mandamus to compel the magistrate to certify and file the original record with the Circuit Court. Subsequently, on January 27, 2023, the Appellant filed a petition for Writ of Mandamus. Upon transmittal to the Magistrate, they took the appropriate steps to certify the original record. The Motion to Dismiss was heard on February 9, 2023. Given that, at that point, the original record was certified and submitted to the Circuit Court by the Magistrate, the motion was denied. The Court then attempted to move forward with hearing the Appeal at that time. While counsel for both parties conceded that they were unaware that the Court intended to hear the Appeal that day, Counsel for Respondents advised the Court that they were prepared to move forward. However, Counsel for Appellant requested a continuance to further prepare and the Court continued this hearing to the next term of Court.

Subsequently, Appellant obtained new counsel. Her current attorney of record filed a Notice of Appearance in this matter on March 31, 2023. Also on March 31, 2023, counsel for Appellant filed a Brief of Appellant in support of appeal.

At this hearing, Counsel for Respondents objected to the submission of this brief. Counsel for Respondents detailed that this was submitted within days of the hearing, that they did not have appropriate time to respond, and that further they did not believe the submission was appropriate given that the brief contained arguments and raised issues outside the scope of the Initial Notice of Appeal. Counsel for Respondents further requested that, if the Court was inclined to consider

the brief, that Respondents would like an opportunity to submit a brief in response. Accordingly, Respondents were granted ten days from the date of the hearing to submit the same.

On April 14, 2023, Respondents submitted their Brief of Respondents in Opposition to Appeal to the Court. On that same day, Counsel for Appellants requested that they be allowed to submit a short reply in response to Respondents' Brief. On April 17, 2023, the Court advised that Appellant were allowed to submit a reply by April 20, 2023. A reply brief was submitted by Appellant on that date. On April 21, 2023 Counsel for Respondents filed a Motion to Strike all briefs which were submitted pertaining to the appeal from the record.

The ruling in this case was issued on June 12, 2023 and was based upon the entirety of the submissions presented to the Court as they pertain to this appeal. The Final Order, confirming that possession of the subject dog of interest was granted to Respondents, was filed on June 27, 2023. *Appellant's Emergency Petition for Order of Supersedeas* follows.

STANDARD OF REVIEW

To supersede an injunction pending an appeal, the party seeking to stay the injunction must clearly show that allowing the injunction to take effect would cause "an irreparable injury or the miscarriage of justice." *Kuhn v. Elec. Mfg. & Power Co.*, 92 S.C. 488, 75 S.E. 791, 791 (1912). "The governing considerations in a decision to stay a civil order pending appeal are: (a) whether the applicant has made a strong showing that it is likely to succeed on the merits of the appeal; (b) whether the applicant will be irreparably injured absent a stay; (c) whether issuance of a stay will substantially injure other interested parties; and (d) where the public interest lies. *Hilton v. Braunskill*, 481 U.S. 770 (1987). These factors should be balanced, so that "[i]f the likelihood of success is great, the need for showing the probability of irreparable harm is less; but if the likelihood of success is remote, there must be a strong showing of the probability of

irreparable injury to warrant the grant of interim relief.” *Fort Sumter Tours, Inc. v. Andrus*, 564 F.2d 1119, 1124 (1977).

LEGAL ARGUMENT

The Appellant has failed to establish sufficient grounds to support the grant of the supersedeas as she has failed to establish the elements arising from Common law which are applied by Courts in the state when granting an Order of Supersedeas. To wit, the Appellant has failed to establish:

- (a) that Appellant is likely to succeed on the merits of the appeal;
- (b) that Appellant is irreparably injured absent a stay;
- (c) that there will be no substantial injury to the other interested parties;
- (d) that there is a public interest in the issuance of this order; and
- (e) that Appellant’s likelihood of success is great, therefore the probability of irreparable harm is less.

In the case at hand, granting the Supersedeas will not preserve the *status quo*. Contrarily, Appellant has effectively upset the status quo since the issuance of the *Magistrate’s Final Order* issued July 2022 when she effectuated keeping possession of the dog for almost an entire additional year by posting bond while this appeal was pending. The Magistrate decided, and this Court affirmed, that possession of the dog should be granted to Respondents. Under the order of this court and the *Magistrate’s Final Order*, preserving the *status quo* can only be accomplished by facilitating the transfer of the dog to the Respondents. Any further delay in facilitating the transfer of possession will only further harm the *status quo*. Additionally, the public interest in this instance certainly lies in effectuating the transfer of possession of the subject dog of interest.

Not doing so only establishes the precedent that litigation can be used as a means to delay the Orders of the Courts of this state.

Further, the Appellant has not established any irreparable harm that would occur if the transfer of the subject dog is effectuated. The only conceivable harm to Appellant lies in any emotional attachment that she has to the dog, which she herself has perpetuated by continuing to fight the Court's orders and attempting to stop the transfer of possession. On the other hand, the issuance of an Order of Supersedeas will further harm Respondents, who have been waiting to take possession of the subject dog for well over a year. The Appellant has not established that there is a likelihood of success on Appeal, and delaying the transfer of possession of the subject dog of interest would only facilitate Appellant keeping possession of the dog for a currently unknown amount of additional time and further irreparable harm to the Respondents.

CONCLUSION

Respondents respectfully request that this Court deny the *Appellant's Emergency Petition for Order of Supersedeas* and for any other relief that the Court deems necessary and proper.

Respectfully submitted,

/s/ Edward Corvey

CORVEY LAW FIRM, LLC

Edward "Ted" R. Corvey, III, Esq

815 Savannah Hwy, Suite 201

Charleston, South Carolina 29407

South Carolina Bar #: 101454

ted@corveylawfirm.com

(843) 625 8600

ATTORNEY FOR THE RESPONDENTS

July 3, 2023

Charleston, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	APPEAL FROM MAGISTRATE COURT
	)	(Magistrate Court No. 2022CV1010900772)
	)	
MEGAN SCOTT	)	CASE NO. 2022-CP-10-003843
	)	
Appellant,	)	
	)	APPELLANT'S REPLY
v.	)	TO RESPONDENT'S MEMO IN
	)	OPPOSITION TO EMERGENCY
ESTATE OF JONATHAN BRUNER	)	PETITION TO SUPERSEDEAS
	)	
Respondent.	)	
	)	

TO: THE HONORABLE GEORGE M. MCFADDIN, JR.

Pursuant to Rule 240(f), SCACR, Appellant Megan Scott, through her undersigned counsel, hereby respectfully submits this brief Reply to Respondent's Memo in Opposition.

This Honorable Court need only ask itself one question when deciding whether to grant the instant emergency petition for an order of supersedeas: How is this Court—or any other Court in South Carolina—going to exercise jurisdiction over the personal property at issue in this case if it is transferred to an out-of-state nonresident, located over 2300 miles away in Las Vegas, Nevada, with no business or personal connections to the State of South Carolina and no reason to ever return? The short answer is it can't. Such a transfer of property would effectively make it impossible for any reviewing court to grant effectual relief. This is precisely the reason why Petitions for Supersedeas exist: to preserve jurisdiction of the appeal and prevent a contested issue from becoming moot.

"In determining whether an order should issue pursuant to this Rule, the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider

whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” Rule 241(c)(2), SCACR. In appellate matters, the purpose of a supersedeas is to prevent the occurrence of an event that would render judgment or relief, and thus the appeal, meaningless. *See Skydive Myrtle Beach, Inc. v. Horry Cty.*, 424 S.C. 298, 818 S.E.2d 224, 227 (Ct. App. 2018), reh'g denied (Sept. 20, 2018) (“A case becomes moot when judgment, if rendered, will have no practical effect upon the existing controversy.”); *id.* (“Mootness also arises when some event occurs making it impossible for the reviewing court to grant effectual relief.”).

It is particularly notable that Respondent’s Return fails to address the jurisdictional concerns raised in Appellant’s Emergency Petition for Supersedeas in any way whatsoever. If this dog, which is considered property under our laws, is transferred to Nevada, Las Vegas, Appellant will suffer irreparable harm that no Court in this great State will be able to remedy.

Additionally, the preservation of this dog is best served by Ms. Scott’s continued custody and care in Charleston South Carolina while this matter is on appeal. Ms. Scott has already proven that she is equipped to care for the dog, having provided it with food, exercise, veterinary care, and a loving home. Respondent, on the other hand, has never lived with nor cared for the dog at issue. This dog is no more familiar to him than any other dog located across this vast country.

CONCLUSION

For the foregoing reasons, as well as those stated in the Petition, Appellant respectfully requests that this Court grant Ms. Scott’s Petition for Supersedeas, and stay its *Order on Appeal from Final Order of Magistrate*, entered on June 27, 2023, while this case is on appeal. An Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested

issue from becoming moot. Appellant further requests that this Court enter its decision on the instant Petition prior to Friday, July 7, 2023, the deadline set forth in the Order, so that Appellant may take appropriate steps to preserve her rights if necessary.

Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, SC Bar No. 101906
751 Johnnie Dodds Boulevard, Suite 200
Mount Pleasant, SC 29464
Telephone (843) 814-8181
Facsimile (843) 284-3953

THE LAW OFFICE OF JASON S. STEVENS, LLC

Jason Stevens, Esquire (SC Bar No. 79076)
215 East Bay Street, Suite 500-H
Charleston, SC 29401
jstevens@jsstevenslaw.com
(843) 789-3620

Mount Pleasant, South Carolina
July 3, 2023

Attorneys for Appellant Megan Scott

RECEIVED

Jul 05 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable George M. McFaddin, Jr.
Circuit Court Judge

Appellate Case No. 2023-001043

Megan Scott,

Appellant

v.

Estate of Jonathan Bruner,

Respondent.

EMERGENCY PETITION FOR EX PARTE ORDER OF SUPERSEDEAS

Pursuant to Rule 241(c), SCACR, Appellant Megan Scott hereby respectfully petitions this Honorable Court for an emergency order granting supersedeas of the Circuit Court's *Order on Appeal from Final Order of Magistrate*, entered on June 27, 2023. (Order, Exhibit A). The Notice of Appeal for the subject Order was timely filed and served on June 27, 2023. An Emergency Petition for Order of Supersedeas was previously filed with the Circuit Court on June 27, 2023, and denied by Ruling of the Court on July 5, 2015. (Ruling, Exhibit B).

Pursuant to Rule 241(d)(6), SCACR, exigent circumstances exist, necessitating this Court to issue its order resolving the instant petition *ex parte* before a hearing can be held or a response submitted. Specifically, the Order on Appeal requires Appellant to transfer the property at issue in this appeal, a goldendoodle named Evie, to Respondent, an out-of-state resident, located 2,300 miles

away in Las Vegas, Nevada, who has no personal and business connections to this State, and no reason to ever return. An Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested issue from becoming moot. Appellant respectfully requests that this Court issue an order on the instant Petition prior to the Friday, July 7, 2023 deadline to avoid irreparable harm to Appellant and loss of this Court's jurisdiction over the property. Alternatively, Appellant respectfully requests that this Court issue an order staying the Circuit Court Order and holding the instant matter in abeyance until further determination by this Court.

BRIEF SUMMARY OF ARGUMENT

This Honorable Court need only consider one question when deciding whether to grant the instant emergency petition for an order of supersedeas: How is this Court—or any Court in South Carolina—going to exercise jurisdiction over the personal property at issue in this case if it is transferred to an out-of-state nonresident, located over 2300 miles away in Las Vegas, Nevada, with no business or personal connections to the State of South Carolina and no reason to ever return? The short answer is it can't. Such a transfer of property would effectively make it impossible for any reviewing court to grant effectual relief. This is precisely the reason why Petitions for Supersedeas exist: to preserve jurisdiction of the appeal and prevent a contested issue from becoming moot.

“In determining whether an order should issue pursuant to this Rule, the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” Rule 241(c)(2), SCACR. In appellate matters, the purpose of a supersedeas is to prevent the occurrence of an event that would render judgment or relief, and thus the appeal, meaningless. *See Skydive Myrtle Beach, Inc. v. Horry Cty.*, 424 S.C. 298, 818 S.E.2d

224, 227 (Ct. App. 2018), reh'g denied (Sept. 20, 2018) (“A case becomes moot when judgment, if rendered, will have no practical effect upon the existing controversy.”); *id.* (“Mootness also arises when some event occurs making it impossible for the reviewing court to grant effectual relief.”).

If this dog, which is considered property under our laws, is transferred to Las Vegas Nevada, Appellant will suffer irreparable harm that no Court in this great State will ever be able to remedy. Additionally, the preservation of this dog is best served by Ms. Scott’s continued custody and care in Charleston South Carolina, within the jurisdiction of South Carolina Courts, while this matter is on appeal. Ms. Scott, a pharmacist, has already proven that she is equipped to care for the dog, having provided it with food, exercise, veterinary care, and a loving home for well over a year, since this dog was just a mere puppy. Respondent, on the other hand, has never lived with nor cared for the dog at issue, and had never even met the dog prior to Decedent’s death. This dog is no more familiar to him than any other dog located across this vast country. This lawsuit is driven for no other reason other than personal animosity and misdirected anger against Appellant.

FACTUAL AND PROCEDURAL BACKGROUND

This case concerns the rightful ownership of a dog, a golden doodle named Evie (hereinafter referred to as “Evie”). The Appellant, Megan Scott, asserts that she co-owned the dog with her late boyfriend, Jonathan Bruner (hereinafter referred to as “Decedent”), with whom she shared a home in Charleston County, South Carolina.

Decedent died intestate on May 5, 2022. As a result, Decedent’s father, who lives in Las Vegas, Nevada, was named personal representative of the estate, (hereinafter referred to as “Respondent”). After Decedent’s untimely death, Respondent travelled to Charleston South Carolina to wrap up Decedent’s affairs and gather any personal property that Decedent left behind.

This included achievement medals and mementos from his time as service member, and other possession, all of which Ms. Scott provided. To Ms. Scott's dismay, however, Respondent also demanded possession of Evie. Respondent, a Nevada resident, had never lived with Evie, nor had he even met the dog, but now claimed she had become his possession as a result of Decedent's death. Ms. Scott refused Respondent's demand.

On May 18, 2022, Respondent filed a Claim and Delivery action for possession of personal property, wherein he sought possession of Evie. (See Exhibit #1 to Magistrates Return of Civil Appeal, filed February 7, 2023).¹ In his Affidavit, Respondent claimed Evie had legally become his possession as a result of Decedent's passing. Ms. Scott was served with the Claim and Delivery Petition and an Order of Seizure for Immediate Delivery of Property on May 21, 2022. (Exhibit #2).

On May 25, 2022, Ms. Scott filed her Answer, Affidavit of Defendant, and/or in the Alternative, Request for Post-Seizure Hearing. (Exhibit #3). Pursuant to S.C. Code Ann. Sec. 22-3-1440, she then supplied the Court with a bond of \$3,000.00, double the value reported in Respondent's petition. (Exhibit #4) At the hearing, Ms. Scott was awarded possession of the property pending trial or settlement negotiations.

The trial was held on July 16, 2022. Ms. Scott presented evidence and testimony establishing her contributions to Evie's care, including providing daily exercise, daily feeding, coordinating care based on her and Decedent's respective work and school schedules, and providing all other basic needs for the dog. (See Order, Exhibit #7). Ms. Scott also submitted paperwork from Evie's veterinarian, West Ashley Veterinarian Clinic, **including a signed document wherein Decedent**

¹ The Magistrates' Return of Civil Appeal, filed with the Circuit Court on February 7, 2023, provides a record of all papers in this case. All exhibits referenced in this Petition are contained therein. A copy of the Magistrates' Return has also been filed with this Court.

himself *specifically identified Ms. Scott as the dog's co-owner.* (Exhibit #6).

In support her ownership claim, Ms. Scott's trial counsel argued Ms. Scott's ownership interest had been established *during Decedent's life*, and that as result, she remained the rightful owner of the dog at the time of Decedent's death. (Exhibit #8, p. 1-7). Respondent's trial counsel conceded that "it is possible for one to effect a transfer of title and/ownership of property prior to one's death without the use of [a] will or other estate planning device," but that the transfer of that title and/or ownership "must be clear, obvious, and unambiguous," intimating that Ms. Scott could not claim an ownership interest in Evie without a "bill of sale, contract, or other writing that provides for clear and unambiguous transfer of property." (Exhibit #9 at p. 3). In an effort to circumvent Decedent's clear and unambiguous identification of Ms. Scott *as Evie's co-owner*, Respondent's counsel then attempted to characterize the document as merely an indication that Decedent wished to list Ms. Scott as "an additional point of contact with the West Ashley Veterinary Clinic." (Exhibit #9 at p. 3).

On July 6, 2022, the magistrate court entered an order finding that Decedent had died intestate; that Ms. Scott's ownership interest cannot be proven without a will or codicil; that Decedent's express written identification of Ms. Scott as a co-owner on the veterinary form "does not suffice to prove ownership;" that the dog was solely owned by Decedent at death; and that Respondent is entitled to the possession of the dog. (Exhibit # 7 at p. 7).

On July 7, 2022, Ms. Scott filed a Motion to Alter or Amend Judgment or in the Alternative Motion for Reconsideration and Motion to Stay Judgment Pending Appeal. (Exhibit # 8). On July 19, 2022, Respondent filed a Memorandum in Opposition to Defendants Motion to Alter or Amend Judgment. (Exhibit #9). On July 20, 2022, Ms. Scott responded to Respondent's Memo in

Opposition and filed a Memorandum in Support of her Motion. (Exhibit #10).

The magistrate court heard Ms. Scott's Motion to Alter or Amend Judgment on July 20, 2022. The court then entered an Amended Order in Response to Defendants' Motion to Amend Judgment wherein it issued additional findings of fact, finding that "Decedent's action of identifying the Defendant as a co-owner on the West Ashley Veterinarian Clinic form does not suffice to prove transfer of ownership." (Exhibit #11). In support of this finding, the court noted that the veterinarian's practice manager testified that "for routine visits to be accepted by someone other than the actual owner of the dog, they must appear on veterinary forms so the veterinary office itself is relieved of the liabilities that come with treating someone's animal without the owner's consent." The Court, however, notably failed to identify *any* evidence demonstrating that this was Decedent's intent when he specifically identified Ms. Scott as Evie's co-owner on the veterinarian form.

The Court then found that, having heard Defendant's testimony, it "does not find a preponderance of evidence that Decedent ever intended to gift the property to Defendant;" and that "the facts of this case do not suggest at any point that Decedent was seeking to relinquish ownership of the property."

Defendant filed a Notice of Appeal on August, 2022. (Exhibit 12). On February 7, 2023, the Magistrate filed Magistrate's Return of Civil Appeal as required by Rule 74, SCRCF.

On March 7, 2023, counsel for Ms. Scott received notice from the Charleston County Clerk of Court that a hearing on the Appeal was scheduled before The Honorable George M. McFaddin, Jr., for April 5, 2023. The notice specifically stated, "Memos and Briefs are to be submitted via e-filing prior to the week of term."

Pursuant to the Court's instructions, Appellant e-filed Appellant's Brief in Support of Appeal prior to the week of term on March 31, 2023, and emailed a copy to the Court and counsel for

Respondent. A hearing was then held on April 5, 2023. Respondent, however, did not file a brief prior to the hearing and instead asked the court for leave to file his brief ten days after the hearing was held, which the Court granted. Respondent filed his Brief in Opposition on April 14, 2023. On that same day, Counsel for Appellant requested that Appellant be allowed to submit a short reply in response to Respondent's Brief. On April 17, 2023, the Court advised that Appellant was allowed to submit a reply by April 20, 2023. Appellant's Reply Brief was filed on April 20, 2023.

On June 27, 2023, the Circuit Court entered its *Order on Appeal from Final Order of Magistrate*, affirming the Magistrate Court's Final Order, finding that Respondent is entitled to sole, exclusive title and possession of the subject dog and property at issue, Evie, and ordering Ms. Scott to transfer Evie to the custody of Respondent, the Personal Representative of Decedent's Estate, within ten (10) days of entry of the Order.

On June 27, 2023, Ms. Scott timely served and filed a Notice of Appeal with the Circuit Court and South Carolina Court of Appeals, and immediately filed a Petition for Emergency Order of Supersedeas with the Circuit Court pursuant to Rule 241(c), SCACR.

On July 5, 2023, the Circuit Court denied Appellant's Petition for Emergency Order of Supersedeas. On July 5, 2023, Appellant filed the instant Petition with the South Carolina Court of Appeals.

A supersedeas is necessary in this case. While most matters are automatically stayed during the pendency of an appeal, certain orders are not subject to this general rule. Rule 241(a)-(b), SCACR. Judgments directing the assignment or delivery of personal property are one such exception. Rule 241(b)(2).

STANDARD

“In determining whether an order should issue pursuant to this Rule, the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” Rule 241(c)(2), SCACR. In appellate matters, the purpose of a supersedeas is to prevent the occurrence of an event that would render judgment or relief, and thus the appeal, meaningless. *See Skydive Myrtle Beach, Inc. v. Horry Cty.*, 424 S.C. 298, 818 S.E.2d 224, 227 (Ct. App. 2018), reh'g denied (Sept. 20, 2018) (“A case becomes moot when judgment, if rendered, will have no practical effect upon the existing controversy.”); *id.* (“Mootness also arises when some event occurs making it impossible for the reviewing court to grant effectual relief.”).

ANALYSIS

In the instant case, an Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested issue from becoming moot. Specifically, the property at issue in this appeal, a goldendoodle named Evie, has at all relevant times been located within the jurisdiction of this Court and now this State’s Appellate Courts in Charleston County, South Carolina. Evie has exclusively lived with and been cared for by Ms. Scott since May 5, 2022, and prior to that time was jointly cared for by Ms. Scott and the Decedent, with whom Ms. Scott shared a home.² The subject order commands Ms. Scott to transfer Evie to the custody of Respondent, the Personal Representative of Decedent’s Estate, within ten (10) days of entry of the Order. Respondent,

² The West Ashley Veterinary Clinic Form, filled out and signed by Decedent on April 13, 2022, expressly identifies Ms. Scott as the dog’s co-owner and authorizes Ms. Scott to make medical decisions for the dog. (New Client Form, attached hereto as Exhibit B.

however, is an out-of-state resident, who lives approximately 2,300 miles away in Las Vegas, Nevada, well outside the jurisdiction of this Court and this State's Appellate Courts. He has no demonstrated personal or business connections with this state, and no reason to every return.

If Evie is transferred to Respondent, the appellate court's jurisdiction, including its ability to effectuate the relief sought on appeal, will be compromised, if not eliminated altogether. This is precisely the sort of circumstance contemplated under Rule 241(c)(2), which necessitates an order of supersedeas. Additionally, whereas Appellant has provided consistent care for the dog, including food, shelter, exercise, and veterinary care, Respondent has never lived with nor cared for the dog. Respondent had never even met the dog prior to Decedent's untimely death. Accordingly, the preservation of the dog, which is considered property under our South Carolina law, is best served by Ms. Scott's continued custody and care in Charleston County while this matter is on appeal.

Ms. Scott, a pharmacist, has the means to care for Evie and demonstrated her commitment to provide the dog with a safe and loving environment. Further, as set forth in the Factual and Procedural Background Section, above, Appellant previously deposited a bond of \$3,000.00 with the court, double the value reported in Respondent's Petition to the Magistrate's Court. Appellant is prepared to obtain additional sureties during the pendency of this Appeal in an amount this court deems reasonably appropriate.

CONCLUSION

Based on the foregoing, Appellant respectfully requests that this Honorable Court grant Ms. Scott's Petition for Supersedeas, and stay the Circuit Court's *Order on Appeal from Final Order of Magistrate*, entered on June 27, 2023, while this case is on appeal. An Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested issue from becoming

moot. Appellant further requests that this Court enter its decision on the instant Petition *ex parte* prior to Friday, July 7, 2023, the deadline set forth in the Order to avoid irreparable harm to Appellant and loss of this Court's jurisdiction over the property. Alternatively, Appellant respectfully requests that this Court issue an order staying the Circuit Court Order and holding the instant matter in abeyance until further determination by this Court.

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, Esquire (SC Bar No. 101906)
751 Johnnie Dodds Blvd., Suite 200
Mount Pleasant, SC 29464
jesse@jessesanchezlaw.com
(843) 814-8181

and

THE LAW OFFICE OF JASON S. STEVENS, LLC

Jason Stevens, Esquire (SC Bar No. 79076)
215 East Bay Street, Suite 500-H
Charleston, SC 29401
jstevens@jsstevenslaw.com
(843) 789-3620

Attorneys for Appellant Megan Scott

Mount Pleasant, South Carolina

June 27, 2023 (Prepared and verified by Client in anticipation of Circuit Court Ruling)

July 5, 2023 (Filed with Court of Appeals upon receipt of July 5, 2023 Circuit Court Ruling).

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable George M. McFaddin, Jr.
Circuit Court Judge

Case No. 2022-CP-10-03843

Megan Scott,

Appellant

v.

Estate of Jonathan Bruner,

Respondent.

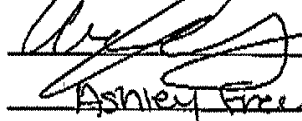
VERIFICATION

I, Megan Scott, verify that, to the best of my knowledge and belief, the facts set forth in the foregoing Emergency Petition for Order of Supersedeas, dated June 27, 2023, are accurate.


Megan Scott, Appellant

FURTHER AFFIANT SAYETH NOT.

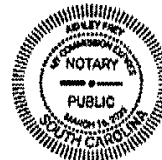
Sworn and Subscribed before Me This 27 day of June, 2023.


Ashley Frey

Signature

Print Name

Notary Public for South Carolina
My Commission Expires: 16 March 2023



Signature

RECEIVED

Jul 05 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable George M. McFaddin, Jr.
Circuit Court Judge

Appellate Case No. 2023-001043

Megan Scott,

Appellant

v.

Estate of Jonathan Bruner,

Respondent.

CERTIFICATION

Pursuant to Rule 241(d)(6)(B), SCACR, the undersigned attorney hereby certifies, as an officer of the court, that notice of Appellant's intention to seek supersedeas was provided to Counsel for Respondent via email on June 22, 2023, prior to the Court's entry of the Order on appeal. Additionally, a Petition for Supersedeas was filed with the Circuit Court and denied. Exigent circumstances exist for the granting of the instant Emergency Petition for Order of Supersedeas. Namely, an Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested issue from becoming moot. If the subject property is transferred to Respondent in Las Vegas, Nevada, the appellate court's jurisdiction, including its ability to effectuate the relief sought on appeal, will be compromised, if not eliminated altogether.

[Signature on following page]

Respectfully submitted,

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, SC Bar No. 101906

751 Johnnie Dodds Boulevard, Suite 200

Mount Pleasant, SC 29464

Telephone (843) 814-8181

Facsimile (843) 284-3953

jesse@jessesanchezlaw.com

Mount Pleasant, South Carolina

July 5, 2023

EXHIBIT A

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NUMBER: 2022CP1003843
Megan Scott,	)	
	)	
APPELLANT,	)	ORDER ON APPEAL OF FINAL
	)	ORDER FROM MAGISTRATE
VS.	)	
	)	
Estate Of Jonathan Bruner,	)	
	)	
RESPONDENT.	)	
_____	)	

DATE OF HEARING:	April 5, 2023
PRESIDING JUDGE:	The Honorable George M. McFaddin, Jr.
APPELLANT'S COUNSEL:	Jesse Sanchez
RESPONDENT'S COUNSEL:	Edward R. Corvey, III

THIS MATTER CAME BEFORE THE COURT on the above date for a hearing on Appellant Megan Scott's Appeal of the Final Order issued on July 20, 2022, filed under Civil Case Number 2022CV1010900773. This court has jurisdiction over the parties and the subject matter herein. Appearances at this hearing were as listed above.

FACTUAL AND PROCEDURAL HISTORY

On May 18, 2022, the Estate of Jonathan Bruner filed an action to recover personal property in Charleston County Magistrate's Court. Specifically, the Estate of Jonathan Bruner sought to recover the Decedent's one-year old Golden Doodle, Evie, from his girlfriend, the Appellant. Evie was purchased by the Decedent when he was married to his ex-wife and was awarded to him via equitable division of property in their divorce. When the Respondents attempted to obtain Evie, Appellant subsequently refused to turn her over to the Executor of Decedent's Estate.

A trial was held in Charleston County Magistrate's Court on July 16, 2022, and the Court granted the Respondent's Claim for Delivery of Evie and ordered that Appellant relinquish custody of Evie within three days of the Order which was issued on July 6, 2022.

On July 7, 2022, in response to the Magistrate's Court Order granting possession of Evie to Respondents, Appellant filed a motion for reconsideration with the Magistrate Court. Appellant's motion for reconsideration was heard by the magistrate court on July 20, 2022. The Magistrate Court issued an amended Order still granting possession of Evie to Respondents.

On August 22, 2022, a Notice of Appeal was filed by the appellant. For several months after the filing of the initial Notice of Appeal the original record had not been transmitted to the Clerk of Court nor had a motion to extend the time to prepare the certified record been filed.

On December 12, 2022, Respondents filed a Motion to Dismiss this appeal pursuant to Rule 41 SCRPC. At the time of the filing of the motion, the Appellant had not sought a Writ of Mandamus to compel the magistrate to certify and file the original record with the Circuit Court. Subsequently, on January 27, 2023, the Appellant filed a petition for Writ of Mandamus. Upon transmittal to the Magistrate, they took the appropriate steps to certify the original record. The Motion to Dismiss was heard on February 9, 2023. Given that, at that point, the original record was certified and submitted to the Circuit Court by the Magistrate, the motion was denied. The Court then attempted to move forward with hearing the Appeal at that time. While counsel for both parties conceded that they were unaware that the Court intended to hear the Appeal that day, Counsel for Respondents advised the Court that they were prepared to move forward. However, Counsel for Appellant requested a continuance to further prepare and the Court continued this hearing to the next term of Court.

Subsequently, Appellant obtained new counsel. Her current attorney of record filed a Notice of Appearance in this matter on March 31, 2023. Also on March 31, 2023, counsel for Appellant filed a Brief of Appellant in support of appeal.

At this hearing, Counsel for Respondents objected to the submission of this brief. Counsel for Respondents detailed that this was submitted within days of the hearing, that they did not have appropriate time to respond, and that further they did not believe the submission was appropriate given that the brief contained arguments and raised issues outside the scope of the Initial Notice of Appeal. Counsel for Respondents further requested that, if the Court was inclined to consider the brief, that Respondents would like an opportunity to submit a brief in response. Accordingly, Respondents were granted ten (10) days from the date of the hearing to submit the same.

On April 14, 2023, Respondents submitted their Brief of Respondents in Opposition to Appeal to the Court. On that same day, Counsel for Appellants requested that they be allowed to submit a short reply in response to Respondents' Brief. On April 17, 2023, the Court advised that Appellant were allowed to submit a reply by April 20, 2023. A reply brief was submitted by Appellant on that date.

On April 21, 2023 Counsel for Respondents filed a Motion to Strike all briefs which were submitted pertaining to the appeal from the record.

The decision in this case follows and was based upon the entirety of the submissions presented to the Court as they pertain to this appeal.

STANDARD OF REVIEW

The standard of review to be applied by a Circuit Court in an appeal of a magistrate's judgment is prescribed by Section 18-7-170 of the South Carolina Code of Laws, 1976. *Burns v. Wannamaker*, 281 S.C. 352, 357, 315 S.E.2d 179, 182 (Ct. App. 1984).

§18-7-170, South Carolina Code of Law Ann, provides that “upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.”

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW THEREFORE having reviewed the file in this matter and carefully considering the submissions of the party and arguments of respective counsel, I make the following findings of fact and conclusions of law:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. This Court considered all submissions made in connection with this appeal, to include the Brief of Appellant in Support of Appeal filed March 31, 2022, the Brief of Respondents in Opposition to Appeal filed April 14, 2022 and Appellant’s Reply Brief filed April 20, 2023.
3. This Court finds that the evidence does not support Appellant’s claim that the Decedent gifted or otherwise transferred co-ownership of the subject dog and property at issue, Evie, prior to his passing.
4. This Court specifically finds that two things considered by the Magistrate Court was in error during the original trial by admitting evidence and testimony proffered by the Appellant which constitute impermissible hearsay. The Magistrate Court allowed the submission testimony and evidence by the Appellant, over counsel for Respondent’s contemporaneous objections, which make this issue proper for review. First, the “New Client” document which Appellant contends is proof that the Decedent gifted or otherwise transferred co-ownership of the subject dog and property at issue, Evie, should not have

been admitted or considered by the Magistrate Court. Second, testimony from Appellant at the trial regarding conversation she had with the Decedent prior to his death regarding ownership of the subject dog and property at issue, Evie, should not have been admitted or considered by the Magistrate Court. In both instances, the Magistrate Court erred in allowing the admission of the evidence and testimony as both constitute impermissible hearsay pursuant to South Carolina Rule of Evidence 804 as Decedent was an unavailable witness and there was no exception which could be applied to permit the evidence and testimony into the record. Had the New Client document and Appellant's testimony been properly excluded by the trial court there would be no facts in the record which could stand to support Respondent's ownership claim of Evie, thus, rendering her claim(s) meritless.

5. This Court finds that the Magistrate Court correctly ruled that Respondents are entitled to sole, exclusive title and possession of the subject dog and property at issue, Evie.
6. This Court finds that the Magistrate Court correctly ruled that there is no provision of South Carolina law that grants ownership and/or possessory rights of the personal property of their partner to unmarried romantic partners.
7. This Court finds that the Magistrate Court correctly ruled that as the Decedent died intestate, S.C. Code Ann. § 62-2-103 dictates the distribution of Decedent's estate and personal property.
8. This Court finds that the Magistrate Court correctly ruled Pursuant to S.C. Code Ann. § 62-2-103 (2) that the Decedent's father and Respondent, Gary Bruner, is the sole heir to Decedent's estate.
9. This Court finds that the Magistrate Court correctly ruled that, as the as the sole heir to Decedent's estate, Respondent Gary Bruner is entitled to recover and come into the

possession of all assets of his son's estate which will include the personal property of the Decedent which he possessed and solely owned at the time of his death, to include the Decedent's dog Evie.

10. This Court finds that the Magistrate Court did not abuse its discretion in failing to conclude that ownership of the subject dog and property at issue, Evie, automatically transfer to Appellant upon Decedent's death.
11. This Court affirms the Magistrate Court's ruling and Final Order and further finds that this ruling concludes the appeal of the Magistrate Court's July 20, 2022, Final Order.
12. Evie shall be transferred within 10 (ten) days of the filing of this Order to the custody and control of Respondents. If an extension of this transfer is to be granted, it must be done so in writing as a separate order of this Court.

IT IS, THEREFORE,

ORDERED, ADJUED AND DECREED that the Magistrate Court's ruling and July 20, 2022, Final Order is AFFIRMED.

ORDERED, ADJUED AND DECREED that the Magistrate Court did not abuse its discretion in failing to conclude that ownership of the subject dog and property at issue, Evie, automatically transfer to Appellant upon Decedent's death.

ORDERED, ADJUED AND DECREED that Respondents are entitled to sole, exclusive title and possession of the subject dog and property at issue, Evie.

ORDERED, ADJUED AND DECREED that Appellant, Megan Scott, shall relinquish custody of Evie, within ten (10) days of the issuance of this Order. Counsel for both Appellant and Respondents shall make the appropriate arrangements for Evie's physical transfer from Appellant to Respondents or their designee.

ORDERED, ADJUED AND DECREED that any and all law enforcement, animal control, or other applicable governmental agencies shall take the necessary actions in accordance with this Court's Order to effectuate Respondent's rights as sole legal owner of Evie subject dog and property at issue, Evie, should not have been admitted or considered by the Magistrate Court..

AND IT IS SO ORDERED!

Hon. George McFaddin, Jr.
Presiding Judge, Court of Common Pleas
Ninth Judicial Circuit

_____, 2023

_____, South Carolina



Charleston Common Pleas

Case Caption: Megan Scott VS Jonathan Bruner , defendant, et al

Case Number: 2022CP1003843

Type: Order/Judgment and Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2023-06-27 12:16:48 page 8 of 8

FORM 4

EXHIBIT B

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP1003843

Megan Scott
PLAINTIFF(S)

Jonathan Bruner et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The Appellant's emergency petition for an order of supersedeas asking this court to stay its order on appeal is denied.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/05/2023 .

Case Party Info Protected

Jonathan Bruner for Jonathan Bruner
Jonathan Bruner Estate for Jonathan Bruner Estate
Jonathan Bruner Estate for Jonathan Bruner Estate
Jonathan Bruner for Jonathan Bruner

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Megan Scott VS Jonathan Bruner , defendant, et al

Case Number: 2022CP1003843

Type: Order/Electronic Form 4

So Ordered

S/George M. McFaddin, Jr., #2759

Electronically signed on 2023-07-05 13:09:27 page 3 of 3

RECEIVED

Jul 06 2023

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

**APPEAL FROM CHARLESTON COUNTY
COURT OF COMMON PLEAS**

The Honorable George M. McFaddin, Jr.,
Circuit Court Judge

Appellate Case No. 2023-001043

Megan Scott,.....Appellant,

v.

Estate of Jonathan Bruner, ...Respondent.

**ESTATE OF JONATHAN BRUNER'S RETURN TO APPELLANTS' PETITION FOR
EX PARTE ORDER OF SUPERSEDEAS**

Pursuant to Rule 240(e), SCACR, Respondent Estate of Jonathan Bruner, hereby submits this Return in Opposition to Appellant Megan Scott's *Petition for Ex Parte Order of Supersedeas*. For the reasons that follow, the Court should deny the Petition.

BACKGROUND

On May 18, 2022, the Estate of Jonathan Bruner filed an action to recover personal property in Charleston County Magistrate's Court. Specifically, the Estate of Jonathan Bruner sought to recover the Decedent's one-year old Golden Doodle, Evie, from his girlfriend, the Appellant. Evie was purchased by the Decedent when he was married to his ex-wife and was awarded to him via equitable division of property in their divorce. When the Respondents attempted to obtain Evie, Appellant subsequently refused to turn her over to the Executor of

Decedent's Estate. Appellant also undertook a bond to maintain possession of the subject dog of interest.

A trial was held in Charleston County Magistrate's Court on July 16, 2022, and the Court granted the Respondent's Claim for Delivery of Evie and ordered that Appellant relinquish custody of Evie within three days of the Order which was issued on July 6, 2022.

On July 7, 2022, in response to the Magistrate's Court Order granting possession of Evie to Respondents, Appellant filed a motion for reconsideration with the Magistrate Court. Appellant's motion for reconsideration was heard by the magistrate court on July 20, 2022. The Magistrate Court issued an amended Order still granting possession of Evie to Respondents.

On August 22, 2022, a Notice of Appeal was filed by the appellant in Circuit Court. For several months after the filing of the initial Notice of Appeal the original record had not been transmitted to the Clerk of Court nor had a motion to extend the time to prepare the certified record been filed.

On December 12, 2022, Respondents filed a Motion to Dismiss the Circuit Court appeal pursuant to Rule 41 SCRPC. At the time of the filing of the motion, the Appellant had not sought a Writ of Mandamus to compel the magistrate to certify and file the original record with the Circuit Court. Subsequently, on January 27, 2023, the Appellant filed a petition for Writ of Mandamus. Upon transmittal to the Magistrate, they took the appropriate steps to certify the original record. The Motion to Dismiss was heard on February 9, 2023. Given that, at that point, the original record was certified and submitted to the Circuit Court by the Magistrate, the motion was denied. The Court then attempted to move forward with hearing the Appeal at that time. While counsel for both parties conceded that they were unaware that the Court intended to hear the Appeal that day, Counsel for Respondents advised the Court that they were prepared to move forward. However,

Counsel for Appellant requested a continuance to further prepare and the Court continued the hearing to the next term of Court.

Subsequently, Appellant obtained new counsel. Her current attorney of record filed a Notice of Appearance in Circuit Court on March 31, 2023. Also on March 31, 2023, counsel for Appellant filed a Brief of Appellant in support of appeal.

At the hearing on the Circuit Court Appeal on April 5, 2023, Counsel for Respondents objected to the submission of the aforementioned brief. Counsel for Respondents detailed that this was submitted within days of the hearing, that they did not have appropriate time to respond, and that further they did not believe the submission was appropriate given that the brief contained arguments and raised issues outside the scope of the Initial Notice of Appeal. Counsel for Respondents further requested that, if the Court was inclined to consider the brief, that Respondents would like an opportunity to submit a brief in response. Accordingly, Respondents were granted ten days from the date of the hearing to submit the same.

On April 14, 2023, Respondents submitted their Brief of Respondents in Opposition to Appeal to the Court. On that same day, Counsel for Appellants requested that they be allowed to submit a short reply in response to Respondents' Brief. On April 17, 2023, the Court advised that Appellant were allowed to submit a reply by April 20, 2023. A reply brief was submitted by Appellant on that date. On April 21, 2023 Counsel for Respondents filed a Motion to Strike all briefs which were submitted pertaining to the appeal from the record.

The ruling from the April 5, 2023 was issued on June 12, 2023 and was based upon the entirety of the submissions presented to the Court as they pertained to the appeal. The Final Order, confirming that possession of the subject dog of interest was granted to Respondents, was filed on June 27, 2023. *Appellant's Emergency Petition for Order of Supersedeas* to the Circuit Court

followed. A *Memorandum in Opposition* was filed by the Respondents on July 3, 2023. On July 5, 2023, the Court issued its ruling and denied *Appellant's Emergency Petition for Ex Parte Order of Supersedeas*. This Petition to the Court of Appeals follows.

STANDARD

“In determining whether an order should issue pursuant to this Rule, the lower court, administrative tribunal, appellate court, or judge or justice of the appellate court should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” *Rule 241(c)(2) SCACR*. “A supersedeas or order lifting the automatic stay may be issued *ex parte* only where exigent circumstances require that action be taken before there is time for a hearing. An *ex parte* order shall issue only if.... it clearly appears from specific facts shown by affidavits or included in the verified petition that immediate and irreparable injury, loss or damage will result before the opposing party can respond.” *Rule 241(d)(6) SCACR*.

ARGUMENT

The Circuit Court correctly denied the Appellant's *Ex Parte Petition for an Order of Supersedeas* and this Court should follow.

The Circuit Court makes a finding in the April 5, 2023 Order under appeal that “the Magistrate Court erred in allowing the admission of the evidence and testimony as both constitute impermissible hearsay pursuant to South Carolina Rule of Evidence 804 as Decedent was an unavailable witness and there was no exception which could be applied to permit the evidence and testimony into the record. Had the New Client document and Appellant's testimony been properly excluded by the trial court there would be no facts in the record which could stand to support Respondent's ownership claim of Evie, thus, rendering her claim(s) meritless.” (April 5, 2023 Order, p. 5).

The document in question, which is the basis of Appellant's evidence of ownership, was a "New Client Form" which Decedent filled out for a veterinarian's office. It is not in question that at the time that this standard, form document was completed, the Decedent and Appellant were residing together and she was helping him care for the dog. However, it is baseless to assert that when Decedent listed Appellant as a point of contact in the only space on the form Decedent could, that he intended to declare she had any form of legal ownership of the dog. Aside from the fact that there is no way to truly determine Decedent's intentions, there is no legal basis which establishes that authority should be given to a form, non-binding document with no legal effect to evidence ownership of the subject dog of interest. If the Court were to give Appellant's argument any credence in this matter, the entire purpose of the South Carolina Legislature enacting the intestate laws would be frustrated and rendered futile.

Accordingly, the Magistrate and the Circuit Court further both correctly found that the Appellant has no legal right to maintain possession of the subject dog at question in this case. Appellant argues that there will be an immediate and irreparable injury or loss due to the fact that Respondents reside out of state and Appellant contends that South Carolina will be unable to assert jurisdiction and render this appeal moot if the dog is transferred pursuant to the Circuit Court's order. This argument is flawed as the Appellant would need to have a legitimate claim to ownership of the dog for this Appeal to not already be moot.

The facts in this case differ from the decision in *Skydive Myrtle Beach, Inc. v. Horry Cty.*, 424 S.C. 298, 818 S.E.2d 223 (Ct. App. 2008), reh'g denied (Sept. 20, 2018), which Appellant relies on as authority for the granting of this *ex parte*. In *Skydive*, which involved a writ of ejectment filed by Horry County to remove Skydive Myrtle Beach, Inc. from an airplane hanger they were renting from the County, there is no question that there was a point at which *Skydive*

had the right to possess the hanger in question. The question was rather whether they had the right to *continue* to occupy the hanger. In this case and, under South Carolina law and the orders of the lower court, Appellant does not and never did have any legal, possessory right to the subject dog of interest.

Appellant is merely attempting, as she has in the past by the posting of a bond at the onset of this litigation, to continue to retain possession to a dog which she does not have the legal right to possess. The only immediate and irreparable injury which would occur if Appellant's Petition were to be granted is to Respondents, who have been waiting to take possession of the subject dog and their personal property for well over a year. The Appellant has not established that there is a likelihood of success on Appeal, and delaying the transfer of possession of the subject dog of interest would only facilitate Appellant keeping possession of the dog for a currently unknown amount of additional time and further irreparable harm to the Respondents.

CONCLUSION

Based upon the foregoing, the Court should deny Appellant's *Petition for Ex Parte Order of Supersedeas*. The Circuit Court exercised its sound discretion in denying Appellants' *Motion for Ex Parte Supersedeas* and Appellant have offered no sound basis for upsetting the status quo while Appellant's moot and meritless lawsuit makes its way through the Appellate Court.



Edward "Ted" R. Corvey, III
Kyra A. McMillan
SC BAR Nos: 101454,102156
815 Savannah Highway, Suite 201
Charleston, South Carolina, 29405
P: 843-625-8600/F: 843-625-8601
Ted@corveylawfirm.com
Kyra@corveylawfirm.com
Attorney for Respondents

July 6, 2023
Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable George M. McFaddin, Jr.
Circuit Court Judge

RECEIVED
Jul 07 2023
SC Court of Appeals

Appellate Case No. 2023-001043

Megan Scott,

Appellant

v.

Estate of Jonathan Bruner,

Respondent.

REPLY TO RESPONDENT'S RETURN TO PETITION FOR SUPERSEDEAS

Pursuant to Rule 241(c), SCACR, Appellant Megan Scott hereby respectfully submits this brief Reply to Respondents Return. Contrary to Respondent's contention, Appellant has a legitimate claim to ownership of the subject property. "A person who signs a contract or other written document cannot avoid the effect of the document by claiming he did not read it." *Regions Bank v. Schmauch*, 582 S.E.2d 432, 354 S.C. 648 (Ct. App. 2003), citing *Sims v. Tyler*, 276 S.C. 640, 643, 281 S.E.2d 229, 230 (1981). *A person signing a document is responsible for reading the document and making sure of its contents. Id.*

Here, the Decedent *signed* a document, wherein he *expressly identified Ms. Scott as the co-owner of the dog*. (Exhibit #6 to Magistrate's Return, New Client Form, attached hereto as Exhibit A). Respondent has contended throughout this litigation that "there is no way to truly determine

Decedent's intentions." This assertion is completely undermined by Decedent's own hand-written entries on the subject form. The form specifically asks: "Please list the individuals whom you authorize to make medical decisions for your pet." The Decedent then—in his own handwriting—wrote: "Owners" [Plural, Emphasis Added]. Megan Scott is expressly identified as the dog's *co-owner* on the form. This Court need not speculate as to what Decedent's intentions were, because they are expressly stated in his own handwriting in a document that he signed and filed with the dog's veterinary clinic.

Additionally, the New Client Form is competent evidence, which was properly admitted at trial. Respondent's return wrongly intimates that the New Client Form, properly admitted as evidence by the Magistrate Court, is not competent evidence. This is also incorrect. As the Magistrate Court properly determined at trial, the form is admissible under Rules 804(a)(4) and 804(b)(3) of the South Carolina Rules of Evidence. Rule 804, SCRE addresses hearsay exceptions where the declarant is unavailable. Rule 804(a)(4) states, "'Unavailability as a witness' includes situations where the declarant is unable to be present to testify at the hearing because of death or then existing physical or mental illness or infirmity." Clearly, Decedent could not be present at trial because of his untimely death. Rule 804(b)(3) sets forth the applicable exception to the Hearsay Rule, stating that a statement which is at the time of its making contrary to the declarant's pecuniary *or proprietary* interest, that a reasonable person in declarant's position would not have made unless believing the statement to be true, is not excluded by the hearsay rule if the declarant is unavailable as a witness:

Hearsay Exceptions. The following are not excluded by the hearsay rule if the declarant is unavailable as a witness. (4)
Statement Against Interest. A statement which was at the

time of its making so far contrary to the declarant's pecuniary or proprietary interest, or so far tended to subject the declarant to civil or criminal liability, or to render invalid a claim by the declarant against another, that a reasonable person in the declarant's position would not have made the statement unless believing it to be true.

Rule 804(b)(3). [Emphasis added]

Accordingly, it was proper for the trial court to admit the New Client Form as evidence at trial because Decedent was unavailable because of death; because the statements were against his proprietary interest in the dog; and because a reasonable person in declarant's position would not have made the statement unless believing it to be true.

CONCLUSION

Based on the foregoing, Appellant respectfully requests that this Honorable Court grant Ms. Scott's Petition for Supersedeas, and stay the Circuit Court's *Order on Appeal from Final Order of Magistrate*, entered on June 27, 2023, while this case is on appeal. An Order of Supersedeas is necessitated to preserve jurisdiction of the appeal and to prevent a contested issue from becoming moot. Appellant further requests that this Court enter its decision on the instant Petition *ex parte* prior to Friday, July 7, 2023, the deadline set forth in the Order to avoid irreparable harm to Appellant and loss of this Court's jurisdiction over the property. Alternatively, Appellant respectfully requests that this Court issue an order staying the Circuit Court Order and holding the instant matter in abeyance until further determination by this Court.

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez, Esquire (SC Bar No. 101906)
751 Johnnie Dodds Blvd., Suite 200
Mount Pleasant, SC 29464
jesse@jessesanchezlaw.com
(843) 814-8181

and

THE LAW OFFICE OF JASON S. STEVENS, LLC

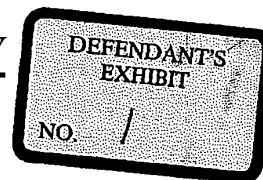
Jason Stevens, Esquire (SC Bar No. 79076)
215 East Bay Street, Suite 500-H
Charleston, SC 29401
jstevens@jsstevenslaw.com
(843) 789-3620

Attorneys for Appellant Megan Scott

Mount Pleasant, South Carolina

July 7, 2023

Exhibit # 6

EXHIBIT A TO REPLY**NEW CLIENT FORM****CLIENT INFORMATION**

Name Jonathan Bruner Co-Owner Name Megan Scott
 Address 45 Sycamore drive Apt 477 city Charleston State SC Zip 29407
 Email Address jonl.bruner@outlook.com Owner's Phone # 702-465-9263
(We request your email for important reminders and communications from our clinic only)
 Co-Owner's Phone # 843-926-5479 Alt. Phone # _____
 Place of Employment: NWCC
 Preferred method of contact for reminders: ☒ email ☐ post
 How did you hear about us? Facebook ☐ Business review site ☐ Clinic sign ☐ Yellow Pages ☐ Doctor ☒ Client ☐
 Whom may we thank for the referral? Dr. Ryan Andrews
 Please list the individuals whom you authorize to make medical decisions for your pets:
owners

Signature of Authorizing Owner(s)

A handwritten signature in dark ink, appearing to be "Jon Bruner".

PATIENT INFORMATION**PET #1****PET #2****PET #3**

Name	<u>EVIE</u>		
Breed	<u>Golden-doodle</u>		
Date of Birth or Age	<u>4/9/2022</u>		
Male or Female? Spayed or Neutered?	<u>Female / Spayed</u>		
Has your pet ever had a reaction to vaccines or medications? If yes, please note.	<u>None</u>		
Is your pet on any special diets or medications? If yes, please list.	<u>None</u>		
Has your pet had any previous surgeries or illnesses? Please explain.	<u>None</u>		
Does your pet have any behavior issues/ special concerns we should know about?	<u>pure breed goat girl</u>		
Is your pet on heartworm preventative? What product?	<u>heartworm / Plus Nexgard 3 Spectrum</u>		
Is your pet microchipped?	<u>Yes</u>		

July 7, 2023



VIA US MAIL AND
ONEDRIVE ELECTRONIC SUBMISSION

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RECEIVED

Jul 07 2023

SC Court of Appeals

RE: Megan Scott, Appellant v. Estate of Jonathan Bruner, Respondent,
Appellate Case No. 2023-001043

Dear Ms. Kitchings:

Per the Court's Order granting Appellant's Petition for an Order of Supersedeas, dated July 7, 2023, please find the attached Confirmation of Bond Renewal in the amount of \$3,000.00.

Thank you for your assistance with this matter. Should you have any questions or wish to discuss the filing, please do not hesitate to contact me directly.

Respectfully submitted,

s/Jesse Sanchez

Jesse Sanchez (SC Bar No. 101906)

Enclosures (as stated)

Cc: Jason Stevens, Esquire
Edward R. Corvey, III, Esquire
Kyra McMillan, Esquire

THE LAW OFFICE OF JESSE SANCHEZ, LLC

751 Johnnie Dodds Blvd., Suite 200, Mount Pleasant, SC 29464 P: 843.814.8181 F: 843.284.3953
jesse@jessesanchezlaw.com jessesanchezlaw.com

Record on Appeal - 242

RENEWAL CONFIRMATION

Bond Number: 3501202

Bond Description: Civil Court / Judicial

Bond Amount: \$3,000.00

Obligee: Magistrate Court of Charleston County

Principal: Megan Scott

Term: 05/23/2023 until 05/23/2024

This letter serves as confirmation that the above bond has been renewed. The bond is continuous in nature meaning the bond will remain in effect for the bond term shown above. This notice is for your records only and should not be forwarded to the Obligee (the city, county, state or entity requiring your bond).

Signed this 7th day of July, 2023
SureTec Insurance Company, **Surety**

By: 

David Gonsalves (Attorney in Fact)



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

David Gonsalves, Elspeth J. Murray, Nick Brady, Jackson D. Cromer, Heather Hamilton

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Two Million and 00/100 Dollars (\$2,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 17th day of September, A.D. 2020.



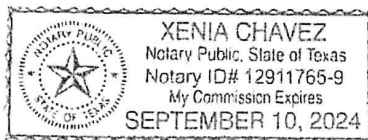
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President

State of Texas
County of Harris

ss:

On this 17th day of September, A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of July, 2023, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 3501202
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.

Gaillard Insurance Agency
DOI License #1911350726
Phone: (843) 563-4221

Customer	Bond #3501202
Megan Scott	
Description	Date
Bond Payment	2023-07-07
Payment Method	Visa
Visa XXXX7937	\$500.00
PREVIOUS BALANCE	\$500.00
BALANCE REMAINING	\$0.00

The South Carolina Court of Appeals

Megan Scott, Appellant,

v.

Estate Of Jonathan Bruner, Respondent.

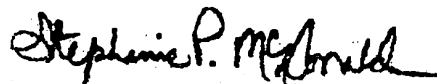
Appellate Case No. 2023-001043

ORDER

On June 27, 2023, Appellant filed a notice of appeal from an order of the circuit court affirming a magistrate court's order awarding title and possession of a dog named Evie to Respondent. The circuit court denied Appellant's petition for an order of supersedeas on July 5, 2023, and Appellant filed an emergency petition for an *ex parte* order of supersedeas with this court. Appellant requested this court grant the petition and stay the circuit court's order while the underlying appeal proceeds. Respondent filed a return on July 6, 2023. The circuit court's order requires surrendering of Evie to the personal representative on July 7, 2023.

After careful consideration of the motion and return, we grant Appellant's request for a stay of the circuit court's order during the pendency of the appeal. We deny Appellant's request to consider the request *ex parte*. See Rule 241(b)(2), SCACR (explaining that orders directing the delivery of personal property are not stayed automatically upon the service of a notice of appeal); Rule 241(d)(6), SCACR (providing that "[a] supersedeas ... may be issued *ex parte* only where exigent circumstances require that action be taken before there is time for a hearing").

Appellant shall notify the court that the \$3000 bond remains in place or provide proof within thirty days of the date of this order that bond or surety in this amount has been obtained. See S.C. Code Ann. § 18-9-150 (deposit or surety).



FOR THE COURT

FILED

Jul 07 2023

Record on Appeal - 246

Columbia, South Carolina

cc:

Jesse Sanchez, Esquire

Jason Scott Stevens, Esquire

Edward "Ted" Regin Corvey, III, Esquire

Kyra Ayn McMillan, Esquire

STATE OF SOUTH CAROLINA) IN CHARLESTON COUNTY CIRCUIT
COUNTY OF CHARLESTON) COURT 9
C.A. NO. 2022-CP-10-3843

MEGAN SCOTT)
)
Plaintiff,)
)
versus)
)
)
ESTATE OF JONATHAN BRUNER)
)
Defendant.)
_____)

H E A R I N G

DATE: April 5, 2023
TIME: 1:13 to 1:30
LOCATION: South Carolina Circuit Court 9
JUDGE: George M. McFadden

TRANSCRIBED BY: Lynda Monroe

LEGAL EAGLE
Post Office Box 5682
Greenville, South Carolina 29606
864-467-1373
depos@legaleagleinc.com

APPEARANCES:

Jesse Sanchez, Esquire
The Law Office of Jesse Sanchez, LLC
751 Johnnie Dobbs Boulevard, Suite 200
Mount Pleasant, South Carolina 29464
Attorney for the Plaintiff,

Ted Corvey, Esquire
Corvey Law Firm
815 Savannah Highway, Suite 201
Charleston, South Carolina 29407
Attorney for the Defendant.

INDEX

Certificate of Transcriber..... 19

EXHIBITS

(None marked)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL
IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 PROCEEDING

2 THE COURT: And now we go to Scott versus Bruner
3 (indiscernible) Court of Appeal.

4 MR. SANCHEZ: Good morning, Your Honor.

5 THE COURT: How are you, sir?

6 MR. SANCHEZ: I'm doing all right, Your Honor.

7 THE COURT: I'm ready.

8 MR. SANCHEZ: All right. May it please the Court,
9 my name is Jesse --

10 MR. CORVEY: Your Honor? And I'm sorry, Mr.
11 Sanchez. I don't mean to interrupt. I did have a brief
12 procedural issue, Your Honor, if we could raise --

13 THE COURT: Okay.

14 MR. CORVEY: -- that before we get into this.

15 THE COURT: Yes, sir.

16 MR. CORVEY: And Mr. Sanchez, no disrespect. I
17 know he's relatively new to the case in the last two weeks.
18 He filed a memorandum of appeal and support of appeal I
19 believe on Friday evening.

20 I would move that that be stricken. I've reviewed
21 the statutes with regards to this. I think that, at this
22 point, you know, one, they're raising issues that weren't
23 raised at the trial level and, secondarily, I think at this
24 point the Appellant here should be restrained to the
25 arguments proffered in her notice of appeal document.

1 THE COURT: Your reply, sir?

2 MR. SANCHEZ: Your Honor, we specifically received
3 a notice from the Charleston County Clerk's Office that this
4 was on the motion roster for April 5th, 2023, and that we
5 were supposed to submit briefs the week before term when we
6 were going to be heard.

7 We did that. We submitted it on Friday. I filed
8 my notice of appearance last week. I am very familiar and up
9 to speed with the case and I understand Mr. Corvey's position
10 but all of the issues in our brief were raised below.

11 THE COURT: So you all provide briefs to who?

12 MR. SANCHEZ: Your Honor, the brief was filed with
13 the Court. It is a short seven-page brief I filed with the
14 Court. I also e-mailed it to Your Honor's attention and to
15 the clerk's office on Friday to make sure the Court had it in
16 preparation for today's hearing.

17 I'm happy to briefly address each of the main
18 points right now if Your Honor will permit.

19 THE COURT: Well, but opposition objection. Is
20 that right, sir?

21 MS. McMILLAN: Your Honor, I apologize. I'm
22 another attorney with Mr. Corvey's office. I'm just sitting
23 on listening. I think he may have gotten disconnected.

24 THE COURT: Okay.

25 MS. McMILLAN: Let me go check.

1 THE COURT: All right.

2 MR. CORVEY: Sorry, Your Honor. My WebEx crashed
3 here.

4 THE COURT: That's okay. All right. There you
5 are. All right. I know you all have, as you said, sent
6 everything to me thus far. With about 120 cases this week I
7 haven't had a chance to read anything before these hearings.
8 So I can't address what you have sent or hadn't sent or if
9 it's acceptable or not but you object to going forward with
10 the hearing, Mr. Corvey:

11 MR. CORVEY: No, Your Honor. I'm happy to
12 proceed forward with the hearing. You know, my issue, like I
13 mentioned, is just procedural. I mean I appreciate it that
14 Mr. Sanchez has been, you know, hired as appellate counsel
15 but my understanding, from the statutes governing Magistrate
16 Court of Appeals, is that those issues are supposed to be --
17 you know, issues on appeal are supposed to be raised in the
18 initial notice of appeal.

19 You know, I do agree with Mr. Sanchez. That was
20 an indication from the clerk of court's office. However, at
21 least in the Charleston Clerk of Court's Office, that is a
22 fairly standard notification that they give for every case on
23 the motion's docket, including, you know, motions in standard
24 common police cases, not these, and kind of a magistrate
25 appellate posture.

1 And so, you know, given that I mean I'm just
2 concerned that, you know, this was raised and this week we
3 wouldn't have adequate time to respond to it. If the Court's
4 going to consider it, we would just ask that any decision
5 that the Court make be held in abeyance to give us some time
6 to file a responsive brief.

7 THE COURT: All right. Well, let me ask you this.
8 What I call a search with some degree of fairness here. Not
9 that anything's being done unfairly or has been or will be.
10 Do you want more time before you reply to this
11 hearing?

12 MR. CORVEY: I'm happy to proceed forward with the
13 hearing today if the Court's going to take it under
14 advisement. We just ask -- we could probably get it done by
15 Friday or Monday but we'd ask for an opportunity just to
16 reply in writing. If the Court's going to consider it at all
17 --

18 THE COURT: Well --

19 MR. CORVEY: -- our position is the Court
20 shouldn't properly consider at this point.

21 THE COURT: All right. Let's go forward with this
22 then and then we can do it ----.

23 MR. CORVEY: Okay.

24 THE COURT: Suit you all?

25 MR. SANCHEZ: Right, Your Honor. If I could just

1 briefly address a couple of those points before I start --

2 THE COURT: Yes, sir.

3 MR. SANCHEZ: -- for the Court's clarification. A
4 statement of issues of appeal was filed in this case. It was
5 filed with the notice of appeal. And, respectfully, even Mr.
6 Corvey, he has known about this case and about the brief
7 requirement well before Friday. If he had an issue with it
8 he certainly could have filed something on Monday or Tuesday
9 and he didn't.

10 So with that said, I'd like to just address the main
11 points of our case.

12 THE COURT: Certainly.

13 MR. SANCHEZ: Your Honor, this is an appeal for
14 magistrate's court. The case concerns a very interesting
15 issue which is the rightful ownership of a beloved dog. A
16 Goldendoodle named Evie.

17 As set forth in our brief, Ms. Scott asserts that
18 she co-owned the dog with her late boyfriend, Jonathan
19 Bruner. With him she shared a home.

20 Unfortunately, Mr. Bruner died on May 5th of 2022.
21 Because he died intestate, his father, Respondent, was
22 appointed the personal representative of the estate.
23 Respondent lives in Nevada and traveled to South Carolina to
24 wrap up decedent's affairs and gather personal property he
25 left behind. This included medals and mementos, all of which

1 Ms. Scott provided. To her dismay, however, he also wanted
2 possession of the dog.

3 Like I said, he is a Nevada resident. He's never
4 lived with the dog. He's never even met the dog but now he
5 claimed that the dog had become his possession as a result of
6 Mr. Bruner passing intestate.

7 Ms. Scott rejected the demand. The Respondent
8 then filed the claim in delivery action on May 18th, 2022.
9 Ms. Scott filed an answer, an affidavit, on May 25th, 2022,
10 and she put up a \$3,000 bond to keep the dog while the case
11 moved forward. Since decedent's passing, she's continued to
12 be the only person to care for and provide for the dog.

13 At trial, Ms. Scott's trial counsel asserted that
14 her ownership interest had been established during the
15 decedent's life and that, as a result, she remained the
16 rightful owner of the dog and was not subject to intestacy
17 laws.

18 And she provided -- the key piece of evidence of
19 this, Your Honor, is not only that she was the one providing
20 food and walks and vet visits and all of that but it's that
21 we have a piece of evidence that was submitted in the Court
22 below that -- it was paperwork from the veterinary clinic
23 which included a signed document where the decedent, himself,
24 signed and explicitly identified Ms. Scott as the dog's co-
25 owner. Not once but twice. And that document is Exhibit No.

1 6 in the magistrate's return. It's also Exhibit A to our
2 brief.

3 Like I said, Your Honor, it's a short seven-page
4 brief and this is the only exhibit attached to it. It's a
5 new client form. It specifically lists co-owner name, Megan
6 Scott. It is signed by the decedent. It says co-owner's
7 phone number. It's got Ms. Scott's phone number. It says
8 please list the individuals who you authorize to make medical
9 decisions for your pet. It doesn't say owner. It says
10 owners.

11 And so the magistrate judge, after hearing this
12 case, ruled that Ms. Scott's ownership interest cannot be
13 proven without a will or codicil because the decedent died
14 intestate and this appeal follows. We believe the magistrate
15 judge abused her discretion in disregarding the law in South
16 Carolina in not giving legal effect to decedent's express
17 written identification of Ms. Scott as the dog's owner.

18 And I will call attention to two cases which are
19 cited in our brief, Your Honor. The first one being Regents
20 Bank versus Schmouck (ph) that stands for the proposition
21 that "a person who signs a contract or other written document
22 cannot avoid the effect of the document by claiming he did
23 not read it."

24 And I would also call your Court's attention to
25 Sims v Tyler which is a 1981 case which says a person signing

1 a document is responsible for reading the document and making
2 sure of its contents.

3 So here, Your Honor, we believe that the
4 magistrate judge abused her discretion by not giving legal
5 effect to a document that was signed by the decedent,
6 expressly identified Ms. Scott as the co-owner not in one
7 place but in multiples places and that, as a result, when he
8 died she was still the rightful owner of the dog having been
9 identified as the co-owner of the dog.

10 Certainly she has been the only other person --
11 she was the only person prior to decedent's death that lived
12 with decedent and that cared for the dog.

13 THE COURT: All right, sir.

14 MR. SANCHEZ: Thank you, Your Honor.

15 THE COURT: And reply.

16 MR. CORVEY: Thank you, Your Honor. I want to
17 address, just factually, to give the Court a little bit of a
18 context. I know that the magistrate court return has been
19 filed, available for the Court, but at the time that this
20 litigation initiated, just under a year ago, Mr. Scott had
21 only owned Evie for about a year.

22 He and his ex-wife actually bought Evie together
23 and they were in the midst of an amicable divorce during the
24 period of time when she struck up a romantic relationship
25 with Ms. Scott.

1 He and Ms. Scott, prior to his passing, had only
2 been residing with one another for two to three months. I
3 believe at the time of his death it was almost just about
4 three. And, in fact, at the time of his death were in the
5 midst of a breakup in which he was taking the dog.

6 I appreciate their argument but unfortunately the
7 care that Ms. Scott has provided for Evie over the course of
8 the last year is irrelevant to the Court's determination.
9 It's unfortunate. I am sure that she's bonded with the dog
10 as I've expressed at trial level.

11 I feel for her circumstances but, ultimately, you
12 know, she has fought to maintain possession of the dog for
13 the last year and it has been her obligation to take care of
14 it but from an emotional appeal standpoint, it should take no
15 place in the Court's bearing and I am sure it will not.

16 But ultimately, Your Honor, I think we're circling
17 around the same issue. Mr. Scott (sic) died intestate. I
18 appreciated the arguments that trial counsel, now Mr.
19 Sanchez, trying to mincemeat with what the effect of this
20 form is but I will direct the Court's attention to the
21 magistrate court's amended order in this case.

22 (indiscernible) this case called two witnesses.
23 Ms. Scott testified on her own behalf. They also called a
24 practice manager, for lack of a better term, for the
25 veterinary clinic in their efforts to admit the new client

1 intake form which is essentially what that is.

2 What the veterinary practice manager testified to
3 at the trial level was that at their office -- that was a
4 pre-populated form so there was no selection for Mr. Scott to
5 select co-owner or authorized, you know, participant for vet
6 visits for Evie. That was just the form that they provide
7 for new intakes.

8 So it's not as if there was a selection that he
9 made identifying her as the co-owner at that point. They
10 were residing together. She was certainly, and I understand
11 from all practicalities, would have been helpful to him,
12 given their relationship at the time and the fact that they
13 resided together, I would image, at some point, she would be
14 involved in some veterinary visits.

15 And that form, as testified to the veterinary
16 clinic practice manager, only would have given her the
17 authority to act in Mr. Bruner's stead if he was not
18 available. And that was -- that finding is specifically
19 noted in the amended order from the magistrate court.

20 Interestingly with regard to that document and I
21 objected pretty strenuously at trial, I think there were
22 replete amount of hearsay issues. They are now trying to use
23 a pretty populated form of veterinarian's office to indicate
24 some interest in ownership or what Mr. Scott intended to
25 happen with the animal upon his passing.

1 The law and intestacy in this state is quite
2 clear. He died without a will. Therefore -- and he had no
3 issue, no spouse and there are no benefits awarded under our
4 law to romantic partners as pertains to the property of their
5 unmarried partner.

6 I think under the law and intestacy, which is the,
7 one, that the magistrate court decided this case under, the
8 property should have properly passed to Mr. Bruner and that
9 has been our basis of this case the entire time.

10 And the idea that a pre-populated form at a
11 veterinary clinic or any sort of office where you have
12 emergency contact information or other sort of administrative
13 information that all sorts of businesses and all sorts of
14 capacities generally request from new clients, new patients,
15 what have you, it would defeat the entire purpose of why we
16 have wills, why we have clear instructions as to how property
17 is going to be devised in an absence of a will.

18 There -- and what the magistrate court ultimately
19 ruled was that although she, over my objection, admitted the
20 form, in full, that it was insufficient to determine that
21 there was some crystal clear ownership or co-ownership
22 delineation made and gifted to Ms. Scott during the period of
23 Mr. -- you know, during Mr. Bruner's life.

24 Given that, I don't think that they have used
25 their discretion. I think that they made the only logical

1 choice, under the law, and would ask that the Court deny this
2 appeal and uphold the magistrate court's verdict.

3 THE COURT: Okay.

4 MR. SANCHEZ: Your Honor, may I briefly reply to
5 just one point?

6 THE COURT: Yes, sir.

7 MR. SANCHEZ: Your Honor, this is a form that if
8 Your Honor will see if you have it as Exhibit A, is filled
9 out by the decedent. It specifically says co-owner name and
10 it lists Megan Scott. And I understand that counsel tries to
11 characterize this as a pre-populated form. It's not a pre-
12 populated form. It's an intake form.

13 And even if we were to disregard the sections that
14 are already titled co-owner, co-owner's phone number, we just
15 have to look to Mr. Bruner's own handwriting. This is not
16 auto populated. In his own handwriting.

17 It says -- in the form it says please list the
18 individuals with whom you authorize to make medical decisions
19 for your pets and underneath that, in his own handwriting, it
20 doesn't say owner, it doesn't say me, it says owners with a
21 plural. And Megan Scott is identified as an owner on that
22 form.

23 You can't get around the law in this case that a
24 person who signs a contract or other written document, that's
25 what it says, it says or other written document, cannot avoid

1 the effect of the document.

2 And that's our position, Your Honor.

3 THE COURT: Okay.

4 MR. CORVEY: Just briefly, Your Honor, if I may
5 respond and I don't think I mentioned this so I did want to
6 be sure. I think the problem is Mr. Scott can't speak or,
7 excuse me, Mr. Bruner, in this instance, can't speak.

8 There is a reason -- you know, I think there's
9 replete amount of authentication issues which I objected to
10 at the trial level, there was tremendous amount of hearsay
11 issues with the admission of that document I objected at the
12 trial level.

13 Nevertheless, he can't speak so trying, at this
14 point, to breathe life into something which is unquestionably
15 not in codicil, a will or any other sort of formal document
16 to give any indication as to his true intent is important.

17 And, again, Your Honor, I think it's important.
18 It's in the record on appeal. I mean they were in the midst
19 of a breakup in the days preceding his death and he was
20 moving out of the apartment and taking the dog. I don't
21 think if there's to be any clearer indication of what his
22 intent was I think it would be that.

23 THE COURT: All right. Now I'm going to certainly
24 dig into this one. But do either one of you have any cases
25 about animals or pets that come close to this?

1 MR. CORVEY: I don't, Your Honor. Unfortunately
2 the law in this state as it pertains to animals is pretty
3 devoid. I mean what is clear is animals are considered
4 personal property of their owners.

5 THE COURT: All right. It will be days before I
6 get to a ruling on this to be honest with you.

7 MR. SANCHEZ: Thank you, Your Honor.

8 THE COURT: But I'll get back to you as soon as I
9 can. Just bear with me and I appreciate your patience.

10 MR. CORVEY: Your Honor, when would you like us to
11 submit a reply brief?

12 THE COURT: I'm not going to touch this before
13 next week (indiscernible) so try a week from this Friday.
14 I've already got a lot ahead of you anyway so it's going to
15 be a few days.

16 MR. CORVEY: Okay. So a week from this Friday.
17 Understood, Your Honor.

18 THE COURT: Yes, sir. All right.

19 MR. SANCHEZ: And thank you, Your Honor. Before
20 we go I just wanted to clarify something for the record and
21 Your Honor will have an opportunity to look at the
22 magistrate's return.

23 I've looked at that magistrate's return from the
24 top to the bottom and not that it is dispositive in any way,
25 there's actually nothing in the magistrate's return that

1 evidences that they were in the process of a breakup. So I
2 would take exception to counsel's representations.

3 THE COURT: You've been very patient. Thank you
4 so much.

5 MR. SANCHEZ: Thank you, Your Honor, for your
6 time.

7 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING CONCLUDED AT
8 1:30)

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CERTIFICATE OF TRANSCRIBER

I, Lynda Monroe, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in trial of the captioned case, relative to appeal, in the South Carolina Circuit Court 9, South Carolina, on the 5th day of April, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

July 20, 2023

Lynda Monroe, Transcriber

RECEIVED

Feb 21 2024

SC Court of Appeals

STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable George M. McFaddin, Jr.
Circuit Court Judge

Appellate Case No.: 2023-001043

Megan Scott,

Appellant,

v.

Estate of Jonathan Bruner,

Respondent.

CERTIFICATE OF COUNSEL

I, the undersigned, hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

THE LAW OFFICE OF JESSE SANCHEZ, LLC

s/Jesse Sanchez

Jesse Sanchez (SC Bar No. 101906)

751 Johnnie Dodds Boulevard, Suite 200

Mount Pleasant, South Carolina 29464

(843) 814-8181

jesse@jessesanchezlaw.com

February 21, 2024

Mount Pleasant, South Carolina