

EXHIBIT 1

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-____ - _____
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
_____	)	

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY summoned and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their offices, PO Box 9246, Greenville, South Carolina 29604, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court and judgment by default will be rendered against you for the relief demanded in the Complaint.

Respectfully submitted this 1st day of March 2018,

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)
PO Box 9246
Greenville, South Carolina 29604
PH: (864) 757-4899
tjohnson@sc.legal

Attorneys for Plaintiff

Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
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Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-____ - _____
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
_____	)	

COMES NOW, the plaintiff, Best Choice Roofing & Home Improvement, Inc. ("Plaintiff"), complaining of the defendant, Tyler Woods ("Defendant"), and would show the following:

1. Plaintiff is an Tennessee corporation with its principal office located at 224 Old Shackle Island Road, Hendersonville, Tennessee 37075.
2. Upon information and belief, Defendant is a resident of the State of South Carolina, County of Richland, and is subject to the venue and jurisdiction of this Court.
3. Defendant entered into an Employment Agreement with Plaintiff, a true and correct copy of which is attached hereto and marked as "**Exhibit A**". Under Section 9 of the Employment Agreement entitled "Non-Compete and Confidentiality", Defendant agreed that should he "directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by [Plaintiff] for a period of ONE (1) year and within 100 miles from the present location of [Plaintiff's] business" that he would pay to Plaintiff the sum of Fifteen Thousand and 0/100ths Dollars (\$15,000.00).
4. Defendant began employment with Premiere Roofing, LLC within one year and conducts business within said One Hundred (100) miles and whom is a direct competitor of

Plaintiff. As such, the aforementioned liquidated damage clause of the Employment Agreement has been triggered.

5. Defendant is indebted to the Plaintiff pursuant to said contract in the amount of Fifteen Thousand and 0/100ths Dollars (\$15,000.00), plus prejudgment interest at the legal rate, plus post-judgment interest at the legal rate, plus reasonable attorney's fees pursuant to the aforementioned Agreement.

6. Plaintiff has made numerous demands upon Defendant for payment of the amounts owed to Plaintiff as prayed for in this Complaint, but to date, said demands have either been ignored or gone unanswered. All of these demands were made prior to the initiation of this lawsuit. Plaintiff, therefore, hereby makes a demand for attorney's fees and cost of litigation.

WHEREFORE, Plaintiff hereby prays for the following relief:

- (a) Judgment against Defendant Tyler Woods in the amount of Fifteen Thousand and 0/100ths Dollars (\$15,000.00), together with attorneys' fees, costs, and interest;
- (b) Attorneys' fees;
- (c) Pre-judgment interest;
- (d) Costs of this action;
- (e) Such other and further relief that this Court deems just and proper.

Respectfully submitted this 1st day of March 2018,

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)

P.O. Box 9246

Greenville, SC 29604

PH: (864) 757-4899

tjohnson@sc.legal

Attorneys for Plaintiff

Greenville, South Carolina



Rev 2/16/2017

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") dated as of 4/19/17 (the "Effective Date") is made by and between Best Choice Roofing Southeast, LLC - TN Corporation, (the "Employer") and Tyler Woods, (the "Employee"). The Employer and the Employee may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Employer is engaged in the business of ROOFING AND HOME IMPROVEMENT; and

WHEREAS, the Employer desires to employ the Employee, and the Employee wishes to enter into such employment, on the terms and conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual acts and promises, covenants, agreements, representations, and warranties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1 EMPLOYMENT.

The Employer hereby employs, engages, and hires the Employee on a full-time basis, and the Employee hereby accepts this employment subject to the terms and conditions of this Agreement. The Employee agrees and understands that [s]he is an employee "at will," and nothing herein shall be interpreted to mean that the Employee is anything other than an employee at will. The Employee's employment may be terminated by either Party at any time pursuant to Section 12 hereof.

2 TERM.

The term of this Agreement shall begin on 4/19/17 and continue until terminated by either Party in accordance with the provisions of Section 12 of this Agreement or by law. The period during which the Employee is employed pursuant to this Agreement shall be referred to as the "Employment Period."

3 COMPENSATION.

Subject to the terms and conditions of this Agreement, the Employee shall be compensated for his services as follows:

- (a) Base Salary. The Employer shall pay the Employee an annual base salary of \$ 400.00 (the "Salary"), payable in equal \$ 10,800 (weekly, biweekly, semi-monthly) installments at the end of each such period during the Employment Period. The Salary may be subject to such increases as may from time to time be determined by the (President) of the Employer. Employer makes no promises regarding the number of hours it will ask Employee to work in any given time period; Employee understands that the number of hours may vary with the needs of Employer.

OR (put "NA" through A or B if not applicable)

- (b) Hourly Wage. Employer shall pay the Employee an hourly wage of \$ _____. The hourly wage may be subject to such increases as may from time to time be determined by the [President] of the Employer. The pay periods, pay structure and information applicable to Overtime hours are referenced and explained in the Employee Handbook. No overtime without pre-approval from HR or Corporate officers. Employer makes no promises regarding the number of hours it will ask Employee to work in any given time period; Employee understands that the number of hours, as well as the work schedule may vary with the needs of Employer.
- (c) Monthly Bonus. Employee may receive a monthly bonus (paid first pay period after the 5th of the following month) for the below:

DOES THIS EMPLOYEE QUALIFY FOR A BONUS PACKAGE YES NO (circle one).

Bonus Tiers:

% 1 will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ 100k.

% 2 will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ 200k.

% 3 will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ 300k.

% 4 will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ 400k.

% — will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ —.

Bonuses are paid on the first pay date after the 5th on the following month.

Bonuses are subject to fines assessed by the company. These fines are as follows:

\$50 reduction for a Certificate of Completion with a "3" rating or less

\$500 reduction for a BBB complaint

Bonus Reduction Forms submitted and approved by Management. Bonus Reduction Forms will reduce the amount of the net sales.

General Managers Only

When a customer has a balance that becomes 90 or more days delinquent, the amount of that contract will be removed from "bonusable revenue" in terms of bonuses, forgoing the reason or when the job was sold.

When bonuses are calculated (on or shortly after the 1st of each month), any customer who has a warranty or has unfinished work that has aged more than 10 days, the revenue from that customer's contract will be reduced from "bonusable revenue".

- (d) Tax Withholding. All sums payable to the Employee under this Agreement shall be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.
- (e) Commissions. Employee will be allowed to earn commission(s). Attached to this Agreement is "Exhibit A", which defines and explains the Commission pay structure.

DOES EMPLOYEE'S JOB TITLE WARRANT COMMISSION? CIRCLE ONE YES NO

4 RESPONSIBILITIES AND DUTIES.

The Employee's responsibilities shall include (but shall not be limited to) the following: (the "Services").

Sales Manager Atlanta

From time to time, the Employer may revise the nature of the Employee's Services. The Employee will promptly and faithfully comply with all reasonable instructions, directions, requests, rules, and regulations made or issued by the Employer, and the Employee will perform the Services conscientiously and in a timely manner in and to the best of the Employee's abilities at all times, when and wherever required or desired by the Employer and pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer. Such duties shall be rendered at Marietta, GA and at such other place or places as the Employer shall in good faith require or as the interest, needs, business, or opportunity of the Employer shall require.

5 OTHER EMPLOYMENT.

The Employee shall devote all of his time and attention solely to the Employer's business and interest. During the Employment Period, the Employee shall not engage, directly or indirectly, in any other business activity, regardless of whether it is pursued for gain or profit; provided, however, nothing contained in this Section 5 shall be deemed to prevent or to limit the right of the Employee to invest his money in real estate or in other companies if such investment does not oblige the Employee to assist in the operation of the affairs of such companies.

6 EXPENSES.

The Employer shall reimburse the Employee for all business expenses actually and properly incurred by the Employee in connection with his duties under this Agreement in accordance with the Employer's normal policies. The reimbursement of such expenses shall be subject to the Employee's provision to the Employer of receipts, statements, and vouchers to the Employer's satisfaction.

7 CONFIDENTIALITY.

During and after the Employment Period, except as permitted by the Employer or required by law, the Employee shall not divulge or appropriate to his own use or to the use of others any secret or confidential information or knowledge pertaining to or otherwise affecting the Employer's business including but not limited to any of its customer lists, products, services, costs, profits, markets, sales, trade secrets, or other information not readily available to the public without regard to whether any of the above will be deemed confidential, material, or important. The Parties stipulate that, as between them, such matters are important, material, and confidential and affect the effective and successful conduct of the Employer's business, and the Employer's good will, and that any breach of the terms of this Section 8 shall be deemed a material breach of this Agreement.

8 NON-SOLICITATION.

During the Employment Period and for a period of ONE (1) year thereafter, the Employee shall not:

- canvass or solicit the business of (or procure or assist in the canvassing or soliciting of) any client, customer, or employee of the Employer who is known to the Employee as a result of his association with the Employer during the Employment Period for the purposes of competing with the Employer;
- accept (or procure or assist the acceptance of) any business from any client, customer, or employee of the Employer known to the Employee as a result of his association with the Employer during the Employment Period for the purposes of competing with the Employer; provided, however, that the Employer may consent to such competition in writing; or
- otherwise contact, approach, or solicit (or procure or assist in the contacting, approaching, or soliciting of) any entity known to the Employee through his association with the Employer before the Effective Date in such a way as may cause detriment to the Employer.

9 NON-COMPETITION AND CONFIDENTIALITY

At the end of the Employment Period, by expiration or termination, the Employee shall not directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by the Employer for a period of ONE (1) year and within 100 miles from the present location[s] of the Employer's business. If the Employee actually breaches or threatens to breach the terms of this Section 10, the Employer shall be entitled to a preliminary restraining order and injunction restraining the Employee from violating its provisions. Nothing in this Agreement shall be construed to prohibit the Employer from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages from the Employee.

Training will be provided to Employee from Company at a significant expense to the Company. During this training and throughout the Employee's employment, Employee will have access to proprietary information pertaining to Company's business model. It is agreed that, forgoing the reason, upon the termination of Employee's employment for any reason, Employee may not use or disclose to anyone or any entity the information gained from training or employment by the Company. It is furthermore acknowledged that all information disclosed during training is to be considered proprietary. The definition of "use" shall be defined as utilizing any information gained during training/Employment which Employee subsequently uses or attempts to use for the benefit of Employee or any other entity or person(s) Employee may have any type of business relationship with.

The harm accruing to the Company by virtue of Employee's breach of the restrictive covenant set out in this Section cannot be calculated at this time. For this reason, Employee and the Company mutually agree that in the event of Employee's breach of this Section, the Company shall be entitled to liquidated damages of \$15,000.00. It is agreed and stipulated that such payment will be made to and received by Company as liquidated damages for the breach and/or early termination of this agreement and shall not be paid as a penalty.

10 AT WILL EMPLOYMENT

This is an at will employment (where provided by law). Either party may terminate this agreement without notice to the other party. Nothing in the Employer's policies, actions, or this document shall be construed to alter the at will nature of Employee's status with Employer, and Employee understands that Employer may terminate his/her Employment at any time for any reason or for no reason, provided it is not terminated in violation of State or Federal law.

11 TERMINATION.

The Company shall not by reason of the termination of the agreement be liable to the other for compensation, of present or prospective profits on sales or anticipated sales, or on account of expenditures, or on bonus payments, commissions or other compensation other than earned salary or hourly wages.

12 RETURN OF PROPERTY.

At the end of the Employment Period or at any time on the Employer's request, the Employee agrees to return to the Employer, retaining no copies or notes, all documents relating to the Employer's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material, obtained by the Employee during his employment with the Employer.

13 FURTHER ASSURANCES.

Each Party hereto shall cooperate and take such further action as may be reasonably requested by the other Party in order to carry out the terms and purposes of this Agreement and any other transactions contemplated herein.

14 ARBITRATION.

Any controversy or claim arising out of this Agreement or Employment with the Company (with exception to sections 7, 8, 9, 10 and 22), or the breach, termination, or invalidity of this Agreement shall be settled by arbitration in the County of Sumner, Tennessee in accordance with then governing rules of Tennessee. The arbitrator(s) shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws of the state of Tennessee. Any award, order, or judgment made pursuant to such arbitration shall be deemed final and shall be entered and enforced in any court of competent jurisdiction.

15 NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party at the following address:

If to the Employer:

Best Choice Roofing Southeast LLC.
115 Hazel Path Suite 4.
Hendersonville, TN 37075

If to the Employee:

110 Ferguson Rd
La Vergne, TN
37080

16 SUCCESSORS AND ASSIGNS.

This Agreement shall apply to all work performed by the Employee for the Employer, including any of its past, present, or future affiliates or subsidiaries, and shall be binding on the Employer's assigns, executors, administrators, and other legal representatives. This Agreement shall inure to the benefit of the Employer's successors and assigns. The Employee acknowledges that his services are distinctive and personal, and that he therefore may not assign his rights or delegate his duties or obligations under this Agreement.

17 NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

18 GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Tennessee. If litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

19 COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20 SEVERABILITY.

- (a) Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- (b) [If the restrictions against solicitation in Section 8 or against competition contained in Section 10 of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable because they extend for too long a period of time or over too great a geographical area, or because they are too expansive in any other respect, Sections 8 and 9 shall be interpreted to extend only over the maximum period of time for which they may be enforceable and over the maximum geographical areas as to which they may be enforceable, and to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action.]

21 HOLD HARMLESS AND INDEMNIFICATION.

The Employee shall hold the Company harmless and indemnify for any and all damages whether to person or property caused by the Employee, and which arise from misrepresentation or negligence of Employee, its agents, employees and representatives.

22 EMPLOYEE HANDBOOK

By accepting this Agreement, Employee acknowledges he/she has been given a copy of Best Choice Roofing's Employee Handbook or has been instructed where to locate the Employee Handbook, outlining most of the Employer's policies. He/she also acknowledges that he/she has been instructed of his/her Human Resources contact person and that he/she has been notified where to find the Company's Handbook at the location(s) which Employee renders services.

23 NON DISPARAGEMENT

During the Term and thereafter, Employee agrees to take no action which is intended, or would reasonably be expected, to harm the Company, it's Employees or it's or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company.

24 CELL PHONE USAGE

The Employer does not permit it's Employees to use, in any way, their personal or work communications device while in or operating any type of vehicle.

25 ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the understanding of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties. It may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

26 HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to construe meaning or intent.

27 INTERPRETATION CLAUSE.

Employee agrees that Employer has given Employee the opportunity to have this document reviewed by an attorney. The parties negotiated the terms herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EMPLOYER: Best Choice Roofing Southeast LLC (Corporate Only)

EMPLOYEE:

Name: _____

Name: Tyler Woods

Signature: _____

Signature: [Signature]

Date: _____

Date: 4-21-17

EXHIBIT D
EMPLOYEE "PAY AGREEMENT"

13 - 5 % of contract total will be paid to the salesperson for:

1. Obtaining a signed Contingency Agreement between the property and any other necessary documents.
2. Attending scheduled meeting with the homeowner's insurance adjuster to point out damage and present a copy of the signed Contingency Agreement. You will not be acting as an adjuster. You will merely be there to act as a technical advisor and will discuss the need to repair or replace damaged components (if any). If you are unable to attend, let the office know and we will arrange someone else to be there from the company. If you fail to make this appointment, commission can be reduced by 40%.
3. Obtaining a signed contract as well as any other necessary documents, as well as the collection of first check (endorsed by ALL parties). At this time, commission will be paid to the salesperson on the following pay period (see below), unless the check must be endorsed by a third party such as a lien holder (mortgage company etc.). If a check must be endorsed by another party, commission will be paid once all endorsements have been completed and the check(s) is/are received at the local branch.
4. After completion of the job, a Certificate of Completion must be taken to the homeowner in order to have the homeowner(s) sign and returned to the office promptly.
5. Pick up the final payment and any additional monies and/or documentation required from the homeowner(s).

If the Employee is unable to fulfill the 1-5 obligations above, any commission paid on those jobs will be reimbursed back to Best Choice Roofing Southeast LLC. Items 1-5 represent 20% of commission each. In order to get 100% of commission, all 5 activities above must be completed. If an Employee is paid and fails to complete all 5 activities above, he/she agrees to reimburse Best Choice Roofing Southeast LLC for any overpayment.

13 % commission will be paid when the same type of shingle (3 tab, architectural etc) is replaced with the exact style of material OR the Employee charges AT LEAST \$15 per square upgrade charge for "Architectural Shingles" and at least \$25 per square for OC Artisan/Duration/TruDefinition shingles. Metal roofing, Owens Corning products not listed in this paragraph or other brands of roofing upgrade pricing (other than Owens Corning) must be approved by a member of branch management or Corporate in writing or the Employee may be liable for costs.

11 % commission will be paid to the salesperson if the customer's shingles are upgraded at no charge to the customer.

9 % commission will be paid to the salesperson if a credit or DRP/DAP over the amount of \$500 is given to a customer

50% Lead PHL + DAP of \$1186.00
NOTE: On work orders deemed to be less profitable, 5% of the net contract value will be paid to the Employee. Any form of payment received by the salesperson MUST be brought into the office the same day it is picked up. A delay in receipt of funds by the office may reduce your commission on that job.

Best Choice Roofing Southeast LLC has partnered with Storm Leads Inc. (telemarketing company) to provide quality leads. You are not obligated to accept ANY lead, as leads MAY be OFFERED to you. If you accept the lead, you will be charged. The charge for leads is \$20 per lead and \$50 per lead if you fail to report the result of that lead within 24 hours directly to Storm Leads Inc. and/or a member of branch management.

Commission will be paid to the Employee upon receipt of funds for that job. Commissions will only be paid on jobs with minimum Collection of ACV payment, or equivalent. If funds are not released from the insurance company for

Employment Agreement: Best Choice Roofing Southeast LLC. Page 8 of 17.

Employee Initials TW

any reason, Employee will be liable for the costs.

DEDUCTIBLE SPLIT

Employee will be eligible for \$ 300 when the ENTIRE deductible is collected and paid in full by the homeowner. Employee will not be paid this money until the full deductible is collected. If a contract is written as a cash job, no deductible split will be paid. This only applies on full roof approvals. The total job cost used to calculate % commission will be reduced by \$500 if a deductible split is paid.

OVERHEAD AND PROFIT

Overhead and profit collected on jobs will be split 65 / 35 with the salesperson upon receipt of overhead and profit in full. If this money is used to cover other expenses, no split will be made on the overhead and profit. This money is split if included in scope of work. If a contract is written as a cash job, no Overhead and Profit split will be paid. This only applies on full roof approvals. If Overhead and Profit is not paid by the carrier (notwithstanding the reason), Employee will not be paid a split.

If below signed Employee requests measurements of a house (or if measurements are not provided by Independent Contractor), Independent Contractor may be charged \$30 for these measurements.

If an insurance company does not pay for items needed or requested by the customer, you must use the cash price sheet to determine what the homeowner must pay to replace these items. If you cannot receive additional money from the homeowner for these items you will be charged the prices reflected on the cash price sheet or cost incurred, whichever is greater. On ALL jobs installed by Best Choice Roofing Southeast LLC, all pipe boots and ventilation and skylights and all flashing MUST be replaced. These items must be paid for by the insurance company or the homeowner or the Employee will be liable for the costs to replace these items.

CASH DEALS

If a cash deal is written, the amount of material sold is to be explicitly stated on the contract. If, based on the Independent Sales Contractor's measurements, the job was measured short or material was left off of the cash estimate, the Independent Sales Contractor will be responsible for paying the costs incurred to finish the job. Commissions on cash deals are not paid until the job is paid in full.

COUPONS

Independent Sales Contractors must honor any coupon presented by a homeowner with approval from the management of the branch or Corporate office. These coupons will not yield commission on the coupon amount. If the coupon is used towards a deductible, no deductible split will be honored on the coupon amount. These coupons cannot be used towards an upgraded warranty.

FINANCING

Commissions pertaining to any amount financed by Best Choice Roofing Southeast LLC will be paid once the entire finance agreement has been paid. Best Choice Roofing Southeast LLC can finance deductibles ONLY. Upgrades and additional work cannot be financed by Best Choice Roofing Southeast LLC. In the event the finance term exceeds four (4) months, NO commission will be paid on that amount. In the event the finance term is in excess of four (4) months, the finance amount will be treated as a credit and the rules governing the payment on credits will apply. If the Employee does not charge the external financing fee of 3%, the Employee will be charged back that amount.

NON RECOVERABLE DEPRECIATION

In the instance the contracted homeowner has non recoverable depreciation that is not being paid by the homeowner, Employee's commission will be negotiated.

DENIALS

Best Choice Roofing Southeast LLC, at its sole discretion, may choose to involve other people(s) to assist a homeowner on a denial that occurred with the Independent Employee. In the instance that Company elects to do so, Employee's commission will be reduced by 3% to offset the costs incurred to settle any claim the Company feels needs other people(s) involved in.

COMMISSION SPLITS

Best Choice Roofing Southeast LLC understands that there are occasions where commission may be shared with one or more than one rep/Employee. The rep/Employee that originated the Contingency has the sole discretion on who and how to split commissions, given the original rep/Employee is still under contract/employed with Best Choice Roofing Southeast LLC. However, Best Choice Roofing Southeast LLC cannot process splits for more than two Employees/ reps. If more than two Employees/ reps were involved, and you are the original rep, you must determine how to compensate the other reps/ Employees.

CREDITS

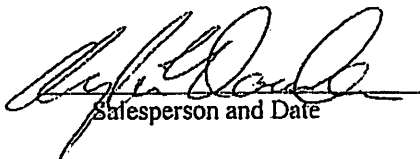
No commission will be paid on credits. The credit amount will be backed out of the net job cost. If a credit exceeds \$500, commission will be reduced to 7%. This section will also apply to financing terms in excess of four months or financing on items other than deductibles.

CANCELLED PORTIONS OF A CONTRACT OR CONTRACT CANCELLATION

If Best Choice Roofing Southeast LLC elects not to complete a portion or even all of the work on a contract, Best Choice Roofing Southeast LLC will not pay commissions on the work Best Choice Roofing Southeast LLC will not complete, all or part of the contract.

PAYMENTS FROM CUSTOMERS

Any payment must be IMMEDIATELY turned into the office. Failure to do so will give grounds for Best Choice Roofing Southeast LLC to terminate this Independent Sales Contractor Agreement. If funds are accepted from a homeowner, the Independent Sales Contractor will be fully liable for the payment, collection costs (if incurred) as well as court costs and attorney's fees if Best Choice Roofing Southeast LLC has to pursue Independent Sales Contractor to obtain payment. Best Choice Roofing Southeast LLC also has the right to notify law enforcement in the proper jurisdiction prior to any other action if funds are accepted by the below signed rep and not immediately turned into the office. For this paragraph, "immediately" is defined as, within 24 hours. . If a customer fails to satisfy their balance within 90 days, Sales Rep will lose or repay back commission, regardless of the reasoning



Salesperson and Date

Best Choice Roofing Southeast LLC and Date

Receipt of Best Choice Roofing Employee Handbook

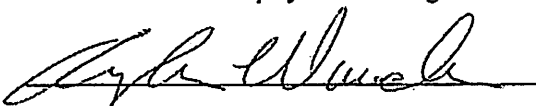
The Employee Handbook (sometimes referred to as a Personnel Policy Manual, or the "Manual") is a compilation of personnel policies, practices and procedures currently in effect at Best Choice Roofing, an equal opportunity employer. The Manual handbook and the information within it are confidential.

This handbook is designed to introduce employees to the organization, familiarize you with Company policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

This handbook and any other provisions contained herein do not constitute a guarantee of employment or an employment contract, express or implied. You understand that your employment is "at-will" and that your employment may be terminated for any reason, with or without cause, and with or without notice. Only the CEO or other authorized representative(s) of Best Choice Roofing has the authority to enter into a signed written agreement guaranteeing employment for a specific term. This handbook is intended solely to describe the present policies and working conditions at Best Choice Roofing. This handbook does not purport to include every conceivable situation; it is merely meant as a guideline and, unless laws prescribe otherwise, common sense shall prevail. Of course, federal, state and local laws will take precedence over Best Choice Roofing policies when applicable.

Personnel policies are applied at the discretion of Best Choice Roofing. Best Choice Roofing reserves the right to change, withdraw, apply or amend any of our policies or benefits, including those covered in this handbook, at any time. Best Choice Roofing may notify you of such changes via email, posting on the Company's intranet, portal or website, or via a printed memo, notice, amendment to or reprinting of this handbook, but may, in its discretion, make such changes at any time, with or without notice and without a written revision of this handbook.

By signing below, you acknowledge that you have received a copy of Best Choice Roofing's Employee Handbook, and understand that it is your responsibility to read and comply with the policies contained within it and any revisions made to it. Furthermore, you acknowledge that you are employed "at-will" and that this handbook is neither a contract of employment nor a legal document.



Signature

4-21-17

Date

Tyler Woods

Please print your full name

Please sign and date one copy of this notice and return it to Human Resources to humanresources@bestchoiceroofing.net. Retain a second copy for your reference.

Receipt of Harassment Policies

As described in the Harassment Policy and the Sexual Harassment Policy, harassment is prohibited at Best Choice Roofing.

By signing below, you acknowledge that you have received a copy of Best Choice Roofing's Harassment Policy and Sexual Harassment Policy, and understand that it is your responsibility to read and comply with both policies and any revisions made to them.


Signature

4-21-17

Date

Tyler Woods
Print your full name

CODE OF BUSINESS ETHICS AND CONDUCT

AS AN EMPLOYEE OF BEST CHOICE ROOFING ("COMPANY"), you are required to read the Company's Code of Business Ethics and Conduct ("Code") and then complete and sign the attached Certificate of Compliance. You may also be periodically asked to re-affirm compliance with the Code, as the Company deems appropriate.

It is important that you respond honestly and completely to the statements that follow. When you respond, it is implied that you are answering for yourself and for any family member or relative.

If you, a family member or relative are not in compliance with any of the areas described below, attach an explanation of your situation. If you are not sure about how to interpret a statement, or question whether you are in compliance, contact the Legal Department.

Should future changes face you in conflict with the Code, you must immediately notify the Legal Department in writing of the conflict.

Conflicts of Interest

1) I have not accepted any financial compensation (e.g., salaries, fees, commission, rebates or monetary rewards) from anyone doing business with the Company, including franchisees, suppliers, distributors, cooperatives, contractors, consultants, or any third-party vendor.	☐ True (without exception)	☐ Other (explain)
2) I have not offered or received favors, or any preferential treatment from anyone doing business with the Company that may result in financial gain or that violate any law or the Code.	☐ True (without exception)	☐ Other (explain)
3) I have not received more than \$200 worth of gifts or entertainment (not including meals) in any 12-month period from a single business source or more than \$500 in a 12-month period from all combined sources.	☐ True (without exception)	☐ Other (explain)
4) I have not conducted Company business with a family member or relative, or with any business affiliated with a family member or relative.	☐ True (without exception)	☐ Other (explain)
5) I do not directly supervise or have a position that influences or controls any aspect of a family member's or significant other's employment (including, but not limited to, promotions, salary or discipline) with the Company.	☐ True (without exception)	☐ Other (explain)
6) I am not financially indebted to, and do not have any obligation to any competitors, vendors, suppliers, franchisees, distributors, joint venture partners, cooperatives, consultants, or other people or firms doing business with the Company.	☐ True (without exception)	☐ Other (explain)

JW

7) I do not own any stock, or have any other ownership interests in a competitor or, or any firm having a financial relationship with, the Company or its affiliates except as permitted in the Code.

☐ True (without exception) ☐ Other (explain)

8) I have not, to the best of my knowledge, become involved in a conflict of interest in violation of the Code.

☐ True (without exception) ☐ Other (explain)

Confidentiality

1) I have not communicated any proprietary information of the Company, including, but not limited to, trade secrets, marketing strategies, products, technology, development plans, unpublished financial, personnel or salary data to any unapproved person or entity.

☐ True (without exception) ☐ Other (explain)

2) I have not received any confidential information about a competitor or anyone else in a matter that might violate the Code.

☐ True (without exception) ☐ Other (explain)

3) I have not exchanged so-called inside information with anyone outside the Company except as authorized by the Company's General Counsel.

☐ True (without exception) ☐ Other (explain)

4) I have not used inside information for personal gain.

☐ True (without exception) ☐ Other (explain)

Government Relations

1) I have not made any unauthorized political contributions on behalf of the Company, nor have I used Company property for personal political activities. ☐ True (without exception) ☐ Other (explain)

2) I have not lobbied on behalf of the Company, without advance approval, or lobbied for any personal issues while on Company time. ☐ True (without exception) ☐ Other (explain)

3) I have not violated any rules regarding government contracts, reporting investigations. ☐ True (without exception) ☐ Other (explain)

4) I have not made any payments to a government official or third party in violation of the Code. ☐ True (without exception) ☐ Other (explain)

Commercial Transactions & Competition

1) I have not engaged in any commercial agreement(s) which are not in accordance with Company guidelines or entered into any commercial agreement(s) beyond the level of my authority. ☐ True (without exception) ☐ Other (explain)

Accurate Records

1) I have reported all financial and other information accurately and promptly. ☐ True (without exception) ☐ Other (explain)

General

1) I have not violated any other section of the Code. ☐ True (without exception) ☐ Other (explain)

2) I have read and understand all Company policies regarding proper conduct and am complying with them. ☐ True (without exception) ☐ Other (explain)

Please attach a separate sheet if you need more space to explain an answer to any of the statements.

CODE OF BUSINESS ETHICS AND CONDUCT CERTIFICATE OF COMPLIANCE

Woods Tyler W
Last Name (Please Print) First Name Middle Initial

Atlanta
Department Name / Branch

615-72-9926
Employee ID Number / Social Security Number

I acknowledge that I have received and read the Best Choice Roofing Code of Business Ethics and Conduct and that I have answered the statements completely and truthfully.

I agree to abide by the provisions of the Code while employed by the Company, and will not use any confidential or proprietary information after I leave the Company. I will notify the Legal Department, in writing, if something happens to change my answers to any of the statements in this Certificate or that places me in conflict with the Code.

I also understand that signing this Certificate and complying with the Code does not guarantee my continued employment or alter my status as an At-Will Employee.

[Signature] 4.21.17
Signature Date

Tyler Woods
Print Name

Please return this Certificate as instructed by the Company.

NOTE: Incomplete Certificates will be returned to the employee for completions. In addition, the refusal to complete this Certificate could result in discipline which may include termination.

EXHIBIT 2

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

OF THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

ANSWER AND COUNTERCLAIM

(Jury trial demanded)

Defendant Tyler Woods ("Defendant") hereby submits his Answer and Counterclaim in response to the Complaint filed by Best Choice Roofing & Home Improvement, Inc. ("Plaintiff") and would respectfully show unto this Court as follows:

FOR A FIRST DEFENSE

1. Defendant denies each and every allegation of the Complaint not herein specifically admitted, denied, qualified, or explained.

2. Defendant admits the allegations of Paragraph 1 of the Complaint upon Information and belief.

3. Defendant admits the allegations of Paragraph 2 of the Complaint.

4. Defendant admits so much of the allegations of Paragraph 3 of the Complaint as allege that an Employment Agreement is attached to the Complaint, but denies the language quoted by Plaintiff is accurate and defers to the document as the best evidence thereof. Defendants denies the remaining allegations of Paragraph 3.

5. Defendant denies the allegations of Paragraph 4 of the Complaint as stated.

Answering further, the Employment Agreement is not valid because it, among other things, is overbroad and not supported by consideration. Moreover, even if said Employment Agreement were valid, which Defendant denies, he has not breached it because he worked for Defendant in Atlanta and Marietta, Georgia. Thereafter, he went to work for another roofing company located in Columbia, South Carolina – which is much further than the overbroad 100-mile geographic limitation.

6. Defendant denies the allegations of Paragraph 5 of the Complaint.

7. Defendant denies the allegations of Paragraph 6 of the Complaint as stated.

8. Defendant denies the allegations contained in Plaintiff's un-numbered prayer for relief.

FOR A SECOND DEFENSE
(Reservation)

9. Defendant specifically reserve the right to assert additional defenses, affirmative defenses, counterclaims, cross-claims, and third-party claims, and to amend the allegations set forth in this pleading, as such may become available or apparent, as discovery in this matter and this matter proceed. Having asserted the defenses herein, Defendant does not assume the responsibility to meet any burden of proof otherwise imposed on the Plaintiff by statute or a common law.

FOR A THIRD DEFENSE
(Failure to State a Claim)

10. The Complaint fails to state a claim against Defendant upon which relief can be granted and, accordingly, the Complaint should be dismissed pursuant to Rule 12(b)(6), SCRCP.

FOR A FOURTH DEFENSE

11. Plaintiff's claims are barred in whole or in part by the doctrine of setoff.

FOR A FIFTH DEFENSE

12. Defendant denies that Plaintiff is entitled to any requested relief according to the doctrine of unclean hands.

FOR A SIXTH DEFENSE

13. To the extent the Employment Agreement is binding, Defendant is entitled to an award of attorney's fees if he prevails in this litigation.

FOR A SEVENTH DEFENSE

(No Damages)

14. Plaintiff has suffered no damages and, as such, is not entitled to any relief from Defendant in this case.

FOR AN EIGHTH DEFENSE

(Failure to Mitigate)

15. If Plaintiff suffered any damages for which this Defendant is found liable, and the same is expressly denied, Plaintiff has failed to mitigate, avoid, and reduce said damages, and, therefore, any recovery by Plaintiff should be limited to the extent Plaintiff has failed to mitigate its damages alleged in the Complaint.

FOR A NINTH DEFENSE

(Unconscionability)

16. The non-compete clause of the Employment Agreement, which Plaintiff seeks to enforce, is unconscionable and unenforceable.

FOR A TENTH DEFENSE

17. Defendant did was he was required to do under the Employment

Agreement, but Plaintiff failed to provide the housing it promised Defendant so he was prevented and excused from being bound by the agreement and does not owe the money Plaintiff is demanding.

FOR AN ELEVENTH DEFENSE

18. Under the Rule of *Contra Proferentem*, ambiguities in a contract are construed against the drafter.

19. Plaintiff drafted the Employment Agreement.

20. Defendant in good faith construed “the present location[s] of the Employer’s business” in Section 9 as where Plaintiff worked for Plaintiff.

21. At no time did Defendant work for Plaintiff within 100 miles of Columbia, South Carolina.

22. The term “present locations[s]” is not defined in the Employment Agreement.

23. Ambiguities in the Employment Agreement must be construed against Plaintiff.

FOR A TWELFTH DEFENSE

24. The non-competition clause in the Employment Agreement is unenforceable because it is overly broad, not narrowly tailored geographically, not support by consideration, unnecessary for the protection of Plaintiff’s legitimate interest, unduly harsh and oppressive in curtailing Defendant’s ability to earn a livelihood, and not reasonable.

FOR A THIRTEENTH DEFENSE
AND BY WAY OF A FIRST COUNTERCLAIM
(Intentional interference with a Business Relationship)

25. The allegations in Paragraphs 1 through 24 not inconsistent herewith are hereby realleged as fully as if set forth here verbatim.

26. Defendant is a roofing professional who currently lives in Irmo, South Carolina with his wife and their newborn baby.

27. Defendant is 29 years old, and he has been working in the roofing industry for 10 years.

28. Defendant has performed work for Plaintiff in the past, but never in South Carolina.

29. Most recently, Plaintiff recruited Defendant to move to Atlanta to work in the Atlanta/Marietta area for Plaintiff.

30. Defendant began working for Plaintiff as a sales manager at Plaintiff's Marietta, Georgia location on or about April 17, 2017.

31. Plaintiff did not ask Defendant to execute the Employment Agreement on his first day of employment.

32. In fact, it was not until April 21, 2017, that Plaintiff asked Defendant to execute the Employment Agreement.

33. Plaintiff did not give Defendant any new consideration to sign the Employment Agreement on April 21, 2017.

34. The only consideration Defendant received to sign the Employment Agreement was continued employment.

35. Plaintiff did not sign the Employment Agreement.

36. Paragraph 4 of the Employment Agreement states that the employee's "duties shall be rendered at Marietta, Georgia . . ."

37. Paragraph 10 of the Agreement, titled "At Will Employment" provides that "[e]ither party may terminate this agreement without notice to the other party."

38. Paragraph 18 of the Agreement also grants "attorneys' fees, costs, and all other expenses, whether or not taxable by the court as costs," to the prevailing party in any litigation.

39. Prior to commencing work for Plaintiff, Defendant was promised by Plaintiff that Plaintiff would reimburse Defendant for Defendant's choice of housing in the Atlanta area.

40. Upon commencing work for Plaintiff, Defendant discovered that Plaintiff had deceived him and rather than having his choice of housing – for his wife and soon-to-arrive newborn – he found that he relegated to choosing between a poorly-maintained Motel 6 in the Atlanta area or given the option of living with a relative of an employee an hour outside the city.

41. Defendant worked for Plaintiff exclusively in the Marietta, Georgia area during the time period between April 17, 2017 through April 29, 2017.

42. Defendant had no choice but to leave his employment with Plaintiff on or about April 29, 2017, in accordance with his rights under the Agreement.

43. During the two weeks that Defendant worked for Plaintiff, Defendant received no training from Plaintiff.

44. Defendant relocated himself and his young family to Columbia, South Carolina.

45. Several weeks later, Defendant began employment with Premier Roofing LLC, a roofing company located in Irmo, South Carolina ("Premier").

46. Irmo, South Carolina is approximately 193 miles from Marietta, Georgia as the crow flies.

47. On or about November 30, 2017, Premier received a cease and desist letter from Plaintiff, wrongfully alleging that Defendant had breached the non-competition clause in the Employment Agreement and threatening to sue Premier if Premier did not terminate Defendant's employment.

48. Due solely to this letter from Plaintiff, Premier terminated Defendant's employment.

49. As a direct and proximate result of Plaintiff's interference with Defendant's employment contract with Premier, Defendant has suffered and continues to suffer actual damage, consequential damages, attorneys' fees, lost opportunity, and costs.

50. Defendant seeks actual damages, consequential damages, attorneys' fees, costs, punitive damages, and all other relief.

FOR A FOURTEENTH DEFENSE
AND BY WAY OF A SECOND COUNTERCLAIM
(Violation of the South Carolina Frivolous Civil Proceedings Sanctions Act,
§ 15-36-10, et seq.)

51. The allegations in Paragraphs 1 through 50 not inconsistent herewith are hereby realleged as fully as if set forth here verbatim.

52. Plaintiff has violated the South Carolina Civil Proceedings Sanctions Act in failing to abide by all of its requirements attendant with the filing of a lawsuit based on a claim which is clearly not warranted under existing law and the facts of the case.

53. As a result of the same, Defendant has suffered losses, including but not

limited to lost wages and reputational loss.

54. Defendant is entitled to sanctions against Plaintiff including reasonable attorney's fees and costs of defending this frivolous lawsuit.

PRAYER FOR RELIEF

Defendant prays for relief as follows:

- A. Complaint be dismissed with prejudice;
- B. Plaintiff recovers nothing from Defendant;
- C. Award such actual, incidental, consequential damages, and punitive as Defendant may be entitled to;
- D. Prejudgment interest;
- E. Sanctions against Plaintiff and his counsel;
- F. Defendant be awarded attorney's fees and costs of this action; and
- G. Such other and further relief as deemed just and proper.

Respectfully Submitted,

/s Nekki Shutt

Nekki Shutt (SC Bar No. 8784)
BURNETTE SHUTT & McDANIEL, PA
912 Lady Street, Second Floor (29201)
PO Box 1929
Columbia, South Carolina 29202
Tel. (803) 904-7912
Fax (803) 904-7910
NShutt@BurnetteShutt.Law

ATTORNEY FOR DEFENDANT

Columbia, South Carolina

June 11, 2018

EXHIBIT 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	MOTION TO AMEND
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
	)	

COMES NOW, the plaintiff, Best Choice Roofing & Home Improvement, Inc., by and through its counsel, and pursuant to Rule 15 of the South Carolina Rules of Civil Procedure, hereby moves the Court to enter an order granting the Plaintiff leave to file an Amended Complaint to withdraw its cause of action for breach of non-compete and confidentiality provision of the employment agreement and to add new causes of action against Tyler Woods for fraud, negligent misrepresentation, unfair trade practices and conversion. In support of the motion, the Plaintiff would show the following:

1. Plaintiff seeks leave to file an Amended Complaint to conform the allegations to the facts of the case. A copy of the Amended Complaint is attached hereto as “**Exhibit A**” and made a part hereof by reference.
2. The amendment to the complaint is necessary to enable the Plaintiff to properly achieve the ends of justice.
3. This motion to amend is not the result of delay, bad faith, or dilatory motive on the Plaintiff’s part.

Respectfully submitted this 17th day of December 2018,

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)

P.O. Box 9246

Greenville, SC 29604

PH: (864) 757-4899

tjohnson@sc.legal

Attorneys for Plaintiff

Greenville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	AMENDED COMPLAINT
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
	)	

COMES NOW, the plaintiff, Best Choice Roofing & Home Improvement, Inc. (“Plaintiff”), complaining of the defendant, Tyler Woods (“Defendant”), and would show the following:

1. Plaintiff is a Tennessee corporation with its principal office located at 224 Old Shackle Island Road, Hendersonville, Tennessee 37075.
2. Upon information and belief, Defendant is a resident of the State of South Carolina, County of Richland, and is subject to the venue and jurisdiction of this Court.
3. On or about April 19, 2017, Defendant entered into an employment agreement with Plaintiff, wherein Defendant was going to relocate to the Atlanta, Georgia metro area to work for Plaintiff.
4. In conjunction with Defendant’s relocation, Plaintiff advanced Defendant the sum of \$2,500 for relocation expenses.
5. Upon information and belief, Defendant absconded with the \$2,500 advanced to him and deceitfully used those funds to relocate to South Carolina and seek a different opportunity instead of relocating to the Atlanta, Georgia metro area to work for Plaintiff.

6. Upon information and belief, at the time Defendant took Plaintiff's advance, Defendant knew he was relocating to South Carolina and not Atlanta and knew he was not going to be working for Plaintiff.

7. By contracting with Plaintiff, Defendant owed Plaintiff a duty to truthfully and accurately communicate with Plaintiff regarding his intentions.

8. As the direct and proximate result of Defendant's deceit and failure to communicate truthfully and accurately, Plaintiff has been damaged in an amount to be determined at trial.

9. Jurisdiction and venue are proper in this court.

**FOR A FIRST CAUSE OF ACTION
(Fraud)**

10. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

11. In negotiating the employment agreement and relocation advance with Plaintiff, Defendant represented he would use the advance provided by Plaintiff to relocate to the Atlanta, Georgia metro area and work for Plaintiff.

12. The representations Defendant made regarding the relocation were material.

13. Defendant knew the representations were false.

14. Defendant made the representations with knowledge of their falsity and with a reckless disregard for their falsity.

15. Defendant intended that the representations be acted upon.

16. Plaintiff was ignorant of the falsity of Defendant's representations and relied on the representations' truth.

17. Plaintiff was right to rely on the representations' truth.

18. As a consequent and proximate result of Defendant's fraud, Plaintiff has suffered a pecuniary loss in the form of actual, consequential and special injuries, including, but not limited to the costs associated with bringing this action and attorney's fees, for which Plaintiff hereby sues.

**FOR A SECOND CAUSE OF ACTION
(Negligent Misrepresentation)**

19. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

20. In negotiating the employment agreement and relocation advance with Plaintiff, Defendant represented he would use the advance provided by Plaintiff to relocate to the Atlanta, Georgia metro area and work for Plaintiff.

21. Defendant knew the representations were false.

22. Defendant had a pecuniary interest in making the representations.

23. Defendant owed Plaintiff a duty of care to see that the truthful information was communicated to Plaintiff.

24. Defendant breached their duty by failing to exercise due care.

25. Plaintiff justifiably relied upon Defendant to communicate truthful information and justifiably relied upon Defendant's representations.

26. As a direct and proximate result of the Plaintiff's reliance upon Defendant's misrepresentations, Plaintiff has suffered a pecuniary loss in the form of actual, consequential and special injuries, including, but not limited to the costs associated with bringing this action and attorney's fees, for which Plaintiff hereby sues.

27. Upon information and belief, Defendant's conduct was willful and intentional and, accordingly, warrants an award of punitive damages.

FOR A THIRD CAUSE OF ACTION
(Violation of the South Carolina Unfair Trade Practices Act)

28. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

29. Upon information and belief, Defendant fraudulently and deceptively induced Plaintiff to advance Defendant monies under false pretenses.

30. As a result of Defendant's fraudulent and deceptive acts, Plaintiff advanced Defendant a relocation advance which Defendant accepted and used to relocate to South Carolina.

31. These fraudulent and deceptive acts have led to great expense to Plaintiff.

32. Defendant's conduct creates the potential for repetition of these fraudulent, unfair and deceptive acts.

33. Since these fraudulent and deceptive acts can easily be repeated with other potential employers, it is offensive to public policy.

34. As a proximate cause of Defendant's fraudulent and deceptive acts, Plaintiff has been damaged and is entitled to a judgment against Defendants in an amount to be determined at trial, including treble damages, for which Plaintiff hereby sues.

FOR A FOURTH CAUSE OF ACTION
(Conversion)

35. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

36. Upon information and belief, Defendant, under false pretenses, took Plaintiff's advance for Plaintiff own use.

37. Defendant's use of the advance to relocate to South Carolina was without the express or implied permission of Plaintiff.

38. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered actual, consequential and special injuries, including costs and attorneys' fees associated with prosecuting this litigation.

39. Upon information and belief, Defendant's conduct was willful and so outrageous as to warrant an award of punitive damages.

**FOR A FIFTH CAUSE OF ACTION
(Breach of Fiduciary Duties)**

40. Plaintiff realleges the foregoing paragraphs consistent with this cause of action as if fully restated verbatim herein.

41. As part of Defendant's employment, Plaintiff necessarily reposed a special trust in Defendant.

42. Upon information and belief, Defendants received monies which it knew or should have known were being advanced to further Defendant's employment with Plaintiff in the Atlanta, Georgia metro area and which Defendant had a duty to use those funds for that purpose.

43. Defendant was bound to act in good faith and with due regard to the interests of Plaintiff.

44. Defendant breached his fiduciary duty to Plaintiff by accepting the relocation advance and using those monies to relocate to South Carolina and seek a different opportunity.

45. As a direct and proximate result of Defendant's breach of his fiduciary duties, Plaintiff suffered actual, consequential and special injury, including costs and attorney's fees.

46. Upon information and belief, Defendants' conduct was willful and so outrageous as to warrant an award of punitive damages.

WHEREFORE, Plaintiff hereby prays for the following relief:

- (a) Judgment against Defendant in an amount to be determined at trial, together with attorneys' fees, costs, and interest;
- (b) Attorneys' fees;
- (c) Punitive damages;
- (d) Special damages;
- (e) Treble damages;
- (f) Costs of this action;
- (g) Such other and further relief that this Court deems just and proper.

Respectfully submitted this 17th day of December 2018,

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)

P.O. Box 9246

Greenville, SC 29604

PH: (864) 757-4899

tjohnson@sc.legal

Attorneys for Plaintiff

Greenville, South Carolina

EXHIBIT 4

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**DEFENDANT'S NOTICE OF MOTION AND
MOTION FOR SUMMARY JUDGMENT**

YOU WILL PLEASE TAKE NOTICE that, Defendant, Tyler Woods, ("Defendant") will move, pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, for an Order granting Summary Judgement in his favor against Plaintiff Best Choice Roofing & Home Improvement ("Plaintiff") on the grounds that there is no genuine dispute as to any material fact, and Woods is entitled to judgment as a matter of law. The motion is supported by the pleadings and discovery on file and such oral argument that the Court may allow. Defendant Wood is entitled to judgement in his favor on the following grounds:

1. The record evidence shows that the non-competition provision in the Employment Agreement between Plaintiff Best Choice and Defendant Woods is unenforceable as the provision does not protect Best Choice's legitimate business interests, is not reasonably limited with respect to geographic area, is unduly harsh and oppressive to Woods' efforts to earn a livelihood, was not supported by valuable consideration, and is unreasonable pursuant to public policy.
2. The record shows that Woods did not breach the Employment Agreement even if it is enforceable.
3. Therefore, Defendant Woods did not breach the contract as a matter of law.

4. There is no basis in law or fact for Plaintiff's Complaint, so the Court should dismiss the Complaint and grant summary judgment for Defendant on his Counterclaims.

CONCLUSION

Based upon the foregoing, Defendant respectfully requests that this court grant summary judgment in his favor as to Defendant claim of Breach of Contract. This Motion is based on the pleadings filed in this matter, any deposition or discovery taken before the hearing on this Motion, the Rules of Court, Defendant Wood's memoranda of law and any exhibits thereto, and any other information this Court may accept, or Defendant Woods may submit as part of the hearing on this matter.

Respectfully submitted,

s/ Nekki Shutt

Nekki Shutt (SC Bar No. 8784)
BURNETTE SHUTT & McDANIEL, PA
912 Lady Street, Second Floor (29201)
PO Box 1929
Columbia, South Carolina 29202
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NShutt@BurnetteShutt.Law

ATTORNEYS FOR DEFENDANT

December 19, 2018
Columbia, South Carolina

EXHIBIT 5

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
County of Richland	)	2018-CP-40-01318
	)	
BEST CHOICE ROOFING & HOME	)	
IMPROVEMENT,	)	
	)	
PLAINTIFF,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
TYLER WOODS,	)	
	)	
DEFENDANT,	)	

January 30, 2019
Columbia, South Carolina

BEFORE:

THE HONORABLE ROBERT E. HOOD, JUDGE.

APPEARANCES:

TOWNES B. JOHNSON, ESQ.
Attorney for the Plaintiff

NEKKI SHUTT, ESQ.
Attorney for the Defendant

KAREN AMBROZIAK
Official Court Reporter

C O N T E N T S

INDEX OF EXHIBITS:

(There were no exhibits introduced.)

INDEX OF WITNESSES:

(There were no witnesses called.)

1 THE COURT: Okay. All right. So we're on the record
2 in 2018-CP-40-3138, Best Choice Roofing vs. Tyler Woods.
3 Mr. Johnson is here for the plaintiff?

4 MR. JOHNSON: Yes, Your Honor.

5 THE COURT: All right.

6 MR. JOHNSON: My apologies. I had a little car issue
7 this morning.

8 THE COURT: I didn't even realize you were late, so
9 you didn't bother me in any way, shape, or form.

10 And Nekki Shutt?

11 MS. SHUTT: Yes, Your Honor.

12 THE COURT: Did I say that right?

13 MS. SHUTT: Yes.

14 THE COURT: All right.

15 MS. SHUTT: It's Necky like neck.

16 THE COURT: Necky, I'm sorry.

17 MS. SHUTT: That's very close, Your Honor.

18 THE COURT: I apologize. Okay. All right. So we
19 have plaintiff's motion to amend, a defendant's motion to
20 deem admitted, request for admission not responded, and a
21 defense motion for summary judgment; is that right?

22 MS. SHUTT: Well, Your Honor, I am withdrawing -- by
23 agreement, I am withdrawing the motion to deem admitted
24 the request to admit.

25 THE COURT: Okay.

1 MS. SHUTT: So we just have the two motions today.

2 THE COURT: All right. Let's do the motion to amend
3 first.

4 MR. JOHNSON: Thank you, Your Honor. May it please
5 the Court.

6 THE COURT: Yes, sir.

7 MR. JOHNSON: Townes Johnson on behalf of the
8 plaintiff, Best Choice Roofing.

9 Your Honor, this case was originally filed as a
10 straight breach of contract of an employment agreement
11 based on a liquidated damages provision, and this case was
12 referred to me through one of my classmates in law school
13 who was in Atlanta.

14 Some bad information was passed to him and that was
15 conveyed to me, and the complaint was drafted on those bad
16 facts, Your Honor.

17 Through discovery we have learned that those facts
18 have changed and -- Your Honor, some new circumstances
19 have come to light. Specifically -- and I'll give you a
20 little bit of background. Mr. Woods was an employee of
21 Best Choice Roofing in Tennessee. He agreed to move to
22 the Atlanta area to continue working for Best Choice
23 Roofing.

24 In conjunction with that, my clients advanced him
25 \$2,500 for living expenses and relocation fees and

1 whatnot. Mr. Woods stayed in Atlanta all of seven days
2 and then relocated here to South Carolina, Your Honor, and
3 through -- and anyway, and through the discovery process I
4 learned about this advance payment and the lack of
5 repayment thereof, and I learned that the claims under the
6 employment agreement no longer carried any weight, Your
7 Honor.

8 So this motion to amend drops the original breach of
9 contract cause of action, and it adds in causes of action
10 related to Mr. Woods' withholding of the 2500 and not
11 giving that back and -- and potential fraud,
12 misrepresentation and related to -- related to that
13 behavior, Your Honor. So that is the motion to amend.

14 You know, this -- so under 15 and the amendment is,
15 obviously, to conform to the proof, and that's Harvey vs.
16 Strickland, SE 2002, 385 SC 303 (phonetic) says should be
17 liberally allowed when prejudicing the opposing party will
18 not result.

19 And Your Honor, as you know, in Rule 15, prejudice
20 under Rule 15 is the lack of notice that the issue is
21 going to be tried and the lack of opportunity to refute
22 it.

23 Your Honor, we're still in the written discovery
24 phase of this litigation. We will have mediation
25 scheduled soon and potentially depositions, and so there

1 will be no prejudice to the defendants --

2 THE COURT: Okay.

3 MR. JOHNSON: -- in defending this cause of action.

4 THE COURT: All right. Hold on one second.

5 (Pause.)

6 All right. Do you want to be heard on the motion to
7 amend, Ms. Shutt?

8 MS. SHUTT: Yes, Your Honor, and it would be helpful
9 to be heard on the motion for summary judgment.

10 THE COURT: That's fine.

11 MS. SHUTT: Do you have the briefing I submitted, or
12 should I hand up a copy?

13 THE COURT: I do but if you have a copy --

14 MS. SHUTT: Certainly.

15 THE COURT: -- that would be helpful for me to read.
16 I have it all on the computer.

17 MS. SHUTT: My staff said summary judgment for the
18 judge, so that's the right copy.

19 THE COURT: They're smart.

20 MS. SHUTT: They're smart.

21 May it please the Court, Your Honor. My name is
22 Nekki Shutt. I represent Tyler Woods in this case. Tyler
23 is a 29 year old who has spent his entire life in the
24 roofing business. He worked for Best Choice since 2012 in
25 various states, and in 2017 they called him and said would

1 you come and work for us in Atlanta.

2 You know, basically the negotiation was yes, I'll
3 come but my wife is pregnant. We're very pregnant. We're
4 about to have a baby. We need a place to stay, so housing
5 was part of the deal.

6 There was a \$25 -- \$2,500 sign-on bonus. Tyler moved
7 from Tennessee to take this job. When he got there, he
8 was given the choice of a Motel-6 in a bad neighborhood or
9 staying in the room of another employee's house in -- you
10 know, in the outer rim of Atlanta neither of which were
11 acceptable for him and his new family.

12 He stayed -- I think it's two more -- between two and
13 three weeks there. That was an untenable situation. He
14 moved to Columbia where he had some family support.

15 Columbia is 183 miles from Atlanta. Best Choice was
16 not satisfied with the fact that he left, and so they sent
17 a cease and desist letter to his new employer. He got a
18 job with a roofing company here.

19 We sent a subpoena to them. They have shown in their
20 files that the only reason that Mr. Woods was terminated
21 was the cease and desist letter from Mr. Townes' client
22 saying that he was breaching a non-compete, and they
23 didn't want to get involved in that. So he lost his job
24 as his baby was about to be born.

25 Not satisfied with having caused him to lose his job,

1 they then filed this lawsuit in March of last year. I've
2 had repeated conversations with opposing counsel about
3 this being a groundless lawsuit. The employment agreement
4 clearly states that there is a non-compete, but you have
5 to be 100 miles away. It's 183 miles here.

6 We've done -- we've been forced to do a number --
7 we've done motions. We've had to compel every piece of
8 discovery we have gotten out of the plaintiffs. They
9 refused to submit to depositions.

10 They have -- when, you know, pressed on this issue
11 because we filed a counterclaim back. They filed a 505.
12 We did two sets for request to admit. Finally, the answer
13 came out of them after we, you know, moved to compel and
14 to deem them admitted was that they admitted that they
15 didn't have any offices within 100 miles. Nothing in
16 Charlotte, nothing in Augusta as they had previously
17 maintained to Judge Benjamin when we had our motion to
18 dismiss.

19 At that point, I said this is a baseless lawsuit.
20 This is a frivolous lawsuit. Let my client go. He is 29.
21 I -- I'm not being paid either, Your Honor. You know, he
22 gave me what he could, and I have had to stick with him
23 because I think he's right and I couldn't abandon the kid.

24 But once it was very clear that this was a baseless
25 lawsuit, and in 23 years that I've been doing this, I've

1 never seen a plaintiff behave this way, but they totally
2 abandoned all of the facts in their claim and in order to
3 avoid Frivolous Sanctions Proceeding Act, they have
4 totally created new facts and all of these new causes of
5 action.

6 So they have, in essence, abandoned all the previous
7 facts and the previous breach of contract cause of action
8 and now brought in these tort causes of action which is a
9 thinly veiled way to avoid liability with the Frivolous
10 Sanctions Proceeding Act.

11 I don't think -- we would ask the Court not to let
12 them amend. I mean, my client would definitely be
13 prejudiced. He is trying to pay a lawyer on an hourly
14 basis. We have engaged in written discovery, two sets of
15 requests to admit, two motion hearings. This is our third
16 motion hearing.

17 It would certainly prejudice him if he had to go back
18 and retread that ground on -- you know, and certainly, the
19 plaintiff has had an opportunity to assert these facts
20 before. I mean, they sent a cease and desist letter to my
21 client and to his new employer. They filed a lawsuit. I
22 filed a counterclaim. They filed a reply.

23 At no time did they mention this \$2,500 thing at all.
24 There is no piece of writing that they can show us that
25 says there was a contract that if, you know, your client

1 took the relocation fee that if he didn't stay more than a
2 day or didn't stay more than a week or more than a month
3 or more than a year he had to pay any of it back.

4 He showed up there in good faith, did not get what he
5 was promised, had a family to feed and a new baby on the
6 way and, you know, moved where he had some family support.

7 So now to let them amend, you know, almost a year
8 later would be patently unjust, Your Honor, and is not
9 what Rule 15 allows. Rule 15 allows you to look at the
10 facts and circumstances and justice and we're prejudiced.

11 Certainly, this -- this client who is trying to pay
12 me hourly to defend him, defend brand new allegations,
13 would not -- you know, would certainly be prejudiced, and
14 it is untrue that he would not be.

15 So we have a dueling motion for summary judgment,
16 Your Honor. The summary judgment and the motion to amend
17 were filed about the same time. You know, we've asked for
18 summary judgment on their claim on their first lawsuit
19 altogether.

20 THE COURT: The breach of contract?

21 MS. SHUTT: Yeah.

22 THE COURT: Okay.

23 MS. SHUTT: And I mean, they've abandoned that. I
24 don't know that Mr. Townes is going to -- Mr. Johnson,
25 sorry, Mr. Johnson is going to fight that at all.

1 MR. JOHNSON: No, Your Honor. That was part of
2 the -- I had bad information. I did. As it related -- I
3 was told that there was an office in Augusta at the time
4 that Mr. Woods was employed.

5 My understanding is the Atlanta law firm was told
6 that same information, and the letter that they sent to
7 Mr. Woods' employer was based on that information, as
8 well.

9 You know, Your Honor, as it relates to this, what
10 Ms. Shutt calls a relocation fee, there is a big dispute
11 about that. The checks themselves say draw on them, and
12 it was not a relocation fee of any sort.

13 It was -- it was to help him get established in
14 Atlanta, and he just took the money and moved to Columbia.
15 But there's a huge disagreement of the facts on that side
16 of it.

17 THE COURT: All right.

18 MS. SHUTT: I don't think we disagree at all as far
19 as our discovery. It's clear that he started on -- he
20 received this, this \$2,500 for moving expenses,
21 relocation, whatever is a draw, whatever it was on
22 April 14th, 2017.

23 His first day at work was 4/17/2017 in Atlanta, and
24 his last day was the 29th. So I mean, he worked two weeks
25 there, and there was -- I mean, there is no piece of paper

1 the plaintiff can offer to say that he had to pay anything
2 back. I mean, this is all souped up to avoid some type of
3 liability.

4 MR. JOHNSON: Well, Your Honor, and I adamantly
5 disagree with that, but that's -- that's neither here nor
6 there. I mean, actually it needs to be flushed out in
7 litigation. That's the whole point of getting to the
8 actual facts of what transpired. I don't think those
9 dates are accurate.

10 One of the checks was written, I believe, April 21st.
11 I think the other one was written April 19th. So you
12 know, I don't think that those dates are accurate as far
13 as when the checks were deposited or I think written by my
14 client, Your Honor.

15 But as far as the initial complaint, as soon as I
16 learned that they did not have a location as I was
17 previously told in Augusta, I moved to amend to drop the
18 claim. I think that's what a reasonable attorney in that
19 situation would do. Ms. Shutt filed summary judgment a
20 couple days thereafter, Your Honor.

21 As far as the Frivolous Proceedings Act, you know --

22 THE COURT: That's not even before me at this point
23 in time, so you don't -- I'm -- I don't -- I don't have
24 any impression that you did anything wrong, Mr. Johnson.
25 So you don't need to worry about that with me.

1 Clients sometimes give bad information to lawyers,
2 and they turn the facts into situations that are more
3 beneficial to them. So I'm not saying you did anything
4 wrong.

5 The issue before me at this point in time is the
6 motion to amend.

7 Does anybody else want to be heard on the motion to
8 amend?

9 MR. JOHNSON: Well, and quickly I would just say that
10 the prejudice of additional attorneys fees is not the
11 prejudice that's involved in Rule 15.

12 Rule 15 is very clear that the prejudice involved is
13 lack of notice and the lack of opportunity to review, and
14 in this case especially since we haven't done depositions
15 we're not on the trial docket as far as I know. I mean,
16 there can't be any prejudice under Rule 15.

17 THE COURT: When was the case filed? That's the one
18 question that I --

19 MR. JOHNSON: March 1st.

20 THE COURT: Of 2018?

21 MR. JOHNSON: Yes, sir.

22 THE COURT: Okay. All right.

23 Anything else, Ms. Shutt?

24 MS. SHUTT: Yes, Your Honor. I have to disagree with
25 Mr. Johnson on prejudice.

1 So, you know, prejudice means lack of notice. Lack
2 of notice, if he was filed -- this was filed in March
3 of 2018, there is not one sentence or one word about this
4 in that complaint.

5 That -- this did not appear at all until their
6 original claim totally evaporated, and it only evaporated
7 because I kept filing motions to compel because I was not
8 getting answers out of them.

9 And the only reason we didn't have depositions so far
10 is because they have not -- they have refused to give me
11 dates. We are past due for doing mediation, and they have
12 refused, refused, to come to mediation.

13 Frankly, Your Honor, I don't want my client to have
14 to spend more time, more time and resources on any of
15 that. He is entitled to be -- let go. He has not had
16 notice of this, so amending the pleadings, you know, ten
17 months after you filed them to try to rescue something is
18 not notice.

19 THE COURT: Okay. All right.

20 MS. SHUTT: Thank you.

21 THE COURT: All right. I'll let you all know by the
22 end of week. You'll get an email from my clerk with my
23 ruling in it, and then we'll get the proposed orders and
24 get it knocked out.

25 MS. SHUTT: Okay. Thank you, Your Honor.

1 THE COURT: Thank you both very much.

2 MR. JOHNSON: Thank you, Judge.

3 (Whereupon, the proceedings were concluded.)
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CERTIFICATE OF REPORTER:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Karen Ambroziak, Official Court Reporter for the
5th Judicial Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate and
complete Transcript of Record of the proceedings had and
evidence introduced in the trial of the captioned case,
relative to appeal, in the Court of Common Pleas for
Richland County, South Carolina, on the 30th day of
January, 2019.

March 8, 2019

Karen Ambroziak

Karen Ambroziak, RPR
Circuit Court Reporter

EXHIBIT 6

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**ORDER GRANTING SUMMARY
JUDGMENT AGAINST PLAINTIFF AND
DENYING PLAINTIFF'S MOTION TO
AMEND COMPLAINT**

This matter came before the Court on three motions: (1) the motion of Defendant Tyler Woods (Defendant) for entry of summary judgment and damages pursuant to Rule 56(a)-(b), SCRCP, against Plaintiff Best Choice Roofing & Home Improvement, Inc. (Plaintiff); (2) on the motion of Plaintiff for leave to amend its Complaint pursuant to Rule 15, SCRCP; and, (3) on motion of Defendant to Deem Admitted Requests for Admissions not Responded to. A hearing was held on January 30, 2019. Present was defense counsel Nekki Shutt, Esq., and Plaintiff's counsel Townes Johnson, Esq. At the hearing, Defendant withdrew his Motion to Deem Admitted filed on November 16, 2018 with opposing counsel's consent.

Having fully considered all admitted evidence, memoranda of law, as well as oral and written argument presented to the Court, Plaintiff's motion to amend the Complaint is denied and Defendant's motion for summary judgment is granted with Plaintiff's consent.

Based upon the pleadings and evidence, I find as follows:

1. Defendant would be prejudiced by Plaintiff being granted leave to amend

the Complaint under Rule 15, SCRPC at this juncture in the proceedings.

2. Defendant did not work within 100 miles of the location where he worked for Plaintiff when Plaintiff sent a cease-and-desist letter to Defendant's South Carolina employer or when Plaintiffs filed its Complaint against Defendant.

3. Plaintiff sent a cease-and-desist letter on November 30, 2017, to Defendant's South Carolina employer, Premier Roofing, on the unfounded grounds that Defendant violated his employment agreement with Plaintiff.

4. Plaintiff's claim that Defendant breached the non-competition provision of the employment agreement was not grounded in fact or law.

5. This case involves a third party's intentional interference with the business relationship of an employee and his employer as well as the filing of a frivolous lawsuit in light of the Plaintiff's untenable claim of breach of contract against Defendant. As relief, Defendant seeks damages including but not limited to lost wages, loss of reputation, attorney's fees, costs, and expenses under various causes of action including the South Carolina Frivolous Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10(G).

8. There is overwhelming, uncontested evidence that Defendant did not breach the non-competition provision of his employment contract with Plaintiff.

9. There is credible, uncontested evidence that Plaintiff intentionally interfered with Defendant's business relationship with his South Carolina employer by issuing an unfounded cease-and-desist letter and causing Defendant to lose his job.

10. There is also credible, uncontested evidence that Plaintiff filed a frivolous lawsuit as defined by the South Carolina Frivolous Proceedings Sanctions Act, S.C.

Code Ann. § 15-36-10, *et seq.*

11. Plaintiff is not entitled to leave to amend the Complaint under Rule 15, SCRCP now to abandon all of its original allegations and to plead previously unraised allegations in a transparent attempt to avoid liability.

12. Defendant is entitled to summary judgment under Rule 56, SCRCP as to the Complaint as there is not even a scintilla of evidence in favor of Plaintiff.

13. Plaintiff consents to summary judgment being granted to Defendant on the allegations in the Complaint.

14. Defendant is also entitled to summary judgment under Rule 56, SCRCP, as to his Counterclaim against Plaintiff for Intentional Interference with a Business Relationship (Answer and Counterclaim, ¶¶ 1-50) and for Violation of the South Carolina Frivolous Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10, *et seq.* (*Id.*, ¶¶ 1-24, 51-54.)

Based upon the foregoing and for good cause shown,

IT IS ORDERED Plaintiff's motion to amend the Complaint is denied.

IT IS FURTHER ORDERED that the Clerk of Court enter Summary Judgment in favor of Defendant against Plaintiff as to the Complaint and dismiss the Complaint with prejudice.

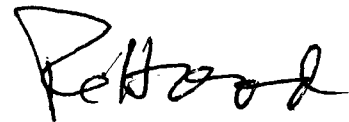
IT IS FURTHER ORDERED that the Clerk of Court enter Summary Judgment in favor of Defendant against Plaintiff as to the Counterclaims.

IT IS FURTHER ORDERED that as Defendant's Counterclaim seeks for unliquidated damages in the form of actual, incidental, consequential, and punitive damages, that this Court must set a separate damages hearing to receive such live

testimony as the parties may offer on the sole issue of damages. The Clerk of Court shall set a time for said hearing and provide notice to the parties.

IT IS ALSO ORDERED Plaintiff is entitled to recover attorney's fees and costs in an amount to be determined upon Defendant's filing of petition after damages have been determined.

IT IS SO ORDERED.



The Honorable Robert E. Hood
Presiding Judge
Fifth Judicial Circuit

2/14, 2019
C. M. H., South Carolina

EXHIBIT 7

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	MOTION TO RECONSIDER,
v.	)	ALTER OR AMEND
Tyler Woods,	)	
	)	
Defendant.	)	
	)	
	)	

TO: NEKKI SHUTT, ESQ., ATTORNEY FOR DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the plaintiff, Best Choice Roofing & Home Improvement, Inc. ("Plaintiff"), by and through their undersigned counsel, will move before the Honorable Robert E. Hood, Circuit Court Judge, at such time and place as is convenient to the Court and counsel, for an Order altering, amending or granting relief from the Order granting Summary Judgment against Plaintiff and denying Plaintiff's Motion to Amend Complaint filed February 19, 2019 (hereinafter "Order") pursuant to *South Carolina Rules of Civil Procedure* Rule 59(e). This motion is based on the following:

1. The portion of Defendant's Motion for Summary Judgment related to its counterclaims against Plaintiff was not brought forth at the hearing held on January 30, 2019 and, accordingly, was erroneously ruled upon.
2. There are numerous material facts in dispute as it relates to Defendant's counterclaims and, accordingly, summary judgment is not proper.
3. Discovery in this matter is still ongoing and, accordingly, summary judgment is not proper.

4. In the Order, the Court erroneously states that Plaintiff consented to the portion of Defendant's Motion for Summary Judgment related to its counterclaims when no consent was actually given.
5. In the Order, the Court erroneously rules that Defendant would be prejudiced by Plaintiff's Motion to Amend being granted when neither the Court of the Defendant has shown that Defendant would lack notice or an opportunity to refute Plaintiff's new claims. *See Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276 607 S.E.2d 711 (Ct. App. 2005) (*The prejudice Rule 15 envisions is a lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it. (Citing Tanner v. Florence County Treasurer*, 336 S.C. 552, 521 S.E.2d 153 (1999)))).
6. As Defendant would suffer no prejudice pursuant to South Carolina law, Plaintiff's Motion to Amend should be freely given. *Id.* (*Leave to amend pleadings pursuant to Rule 15, SCRPC, shall be liberally and freely given when justice so requires and does not prejudice any other party. Citing Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 493 S.E.2d 826 (1997) *and This rule strongly favors amendments and the court is encouraged to freely grant leave to amend. Citing Jarrell v. Seaboard Sys. R.R.*, 294 S.C. 183, 363 S.E.2d 398 (Ct.App.1987))).
7. As the Plaintiff's Motion to Amend should be freely given, the Defendant's Motion for Summary Judgment as it relates to Plaintiff's Complaint is moot.

CONCLUSION

For the foregoing reasons, the Plaintiff respectfully requests that the Court reconsider its February 19, 2019 Order and grant Plaintiff's Motion to Amend, deny Defendant's Motion for

Summary Judgment as it relates to Defendant's counterclaim and deem Defendant's Motion for Summary Judgment as it relates to Plaintiff's Complaint as moot.

Respectfully submitted this 28th day of February, 2019.

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)

PO Box 9246

Greenville, South Carolina 29604

PH: (864) 757-4899

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Attorneys for Plaintiff

Greenville, South Carolina

EXHIBIT 8

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.

Plaintiff

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**ORDER GRANTING SUMMARY
JUDGMENT AGAINST PLAINTIFF AS
TO THE COMPLAINT AND DENYING
PLAINTIFF'S MOTION TO AMEND
COMPLAINT**

This matter came before the Court on three motions: (1) the motion of Defendant Tyler Woods (Defendant) for entry of summary judgment and damages pursuant to Rule 56(a)-(b), SCRCP, against Plaintiff Best Choice Roofing & Home Improvement, Inc. (Plaintiff); (2) on the motion of Plaintiff for leave to amend its Complaint pursuant to Rule 15, SCRCP, and, (3) on motion of Defendant to Deem Admitted Requests for Admissions not Responded to. A hearing was held on January 30, 2019. Present was defense counsel Nekki Shutt, Esq., and Plaintiff's counsel Townes Johnson, Esq. At the hearing, Defendant withdrew his Motion to Deem Admitted filed on November 16, 2018 with opposing counsel's consent.

Having fully considered all admitted evidence, memoranda of law, as well as oral and written argument presented to the Court, Plaintiff's motion to amend the Complaint is denied and Defendant's motion for summary judgment as to the Complaint is granted with Plaintiff's consent. This Court did not hear oral argument on Defendant's motion for entry of summary judgment and damages in his favor as to his Counterclaims pursuant to Rule 56(a)-(b), SCRCP and, therefore, that part of defense's motion is

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OCT 25 2019
SC Court of Appeals

denied without prejudice

Based upon the pleadings and evidence, I find as follows:

1. Defendant would be prejudiced by Plaintiff being granted leave to amend the Complaint under Rule 15, SCRCP at this juncture in the proceedings.
2. Defendant did not work within 100 miles of the location where he worked for Plaintiff.
3. Defendant, accordingly, did not breach the non-competition provision, Section 9, of said employment agreement with Plaintiff.
4. Plaintiff is not entitled to leave to amend the Complaint under Rule 15, SCRCP now to abandon all of its original allegations and to plead previously unraised allegations.
5. Defendant is entitled to summary judgment under Rule 56, SCRCP as to the Complaint as there are no material facts in dispute.
6. Plaintiff consents to summary judgment being granted to Defendant on the original causes of action in the Complaint.

Based upon the foregoing and for good cause shown,

IT IS ORDERED Plaintiff's motion to amend the Complaint is denied.

IT IS FURTHER ORDERED that the Clerk of Court shall enter Summary Judgment in favor of Defendant against Plaintiff as to the Complaint and dismiss the Complaint with prejudice.

IT IS FURTHER ORDERED that Defendant's Motion for Summary Judgment as to the Counterclaims is denied without prejudice. The Clerk of Court shall move

Defendant's Counterclaim forward on the trial docket.

IT IS SO ORDERED

Re Hood

The Honorable Robert E. Hood
Presiding Judge
Fifth Judicial Circuit

2019

South Carolina

EXHIBIT 9

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	MOTION TO RECONSIDER,
v.	)	ALTER OR AMEND
Tyler Woods,	)	
	)	
Defendant.	)	
	)	
	)	

TO: NEKKI SHUTT, ESQ., ATTORNEY FOR DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the plaintiff, Best Choice Roofing & Home Improvement, Inc. ("Plaintiff"), by and through their undersigned counsel, will move before the Honorable Robert E. Hood, Circuit Court Judge, at such time and place as is convenient to the Court and counsel, for an Order altering, amending or granting relief from the Order granting Summary Judgment against Plaintiff and denying Plaintiff's Motion to Amend Complaint filed February 19, 2019 (hereinafter "Order") pursuant to *South Carolina Rules of Civil Procedure* Rule 59(e). This motion is based on the following:

1. The portion of Defendant's Motion for Summary Judgment related to its counterclaims against Plaintiff was not brought forth at the hearing held on January 30, 2019 and, accordingly, was erroneously ruled upon.
2. There are numerous material facts in dispute as it relates to Defendant's counterclaims and, accordingly, summary judgment is not proper.
3. Discovery in this matter is still ongoing and, accordingly, summary judgment is not proper.

4. In the Order, the Court erroneously states that Plaintiff consented to the portion of Defendant's Motion for Summary Judgment related to its counterclaims when no consent was actually given.
5. In the Order, the Court erroneously rules that Defendant would be prejudiced by Plaintiff's Motion to Amend being granted when neither the Court of the Defendant has shown that Defendant would lack notice or an opportunity to refute Plaintiff's new claims. *See Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276 607 S.E.2d 711 (Ct. App. 2005) (*The prejudice Rule 15 envisions is a lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it. (Citing Tanner v. Florence County Treasurer*, 336 S.C. 552, 521 S.E.2d 153 (1999)))).
6. As Defendant would suffer no prejudice pursuant to South Carolina law, Plaintiff's Motion to Amend should be freely given. *Id.* (*Leave to amend pleadings pursuant to Rule 15, SCRPC, shall be liberally and freely given when justice so requires and does not prejudice any other party. Citing Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 493 S.E.2d 826 (1997) *and This rule strongly favors amendments and the court is encouraged to freely grant leave to amend. Citing Jarrell v. Seaboard Sys. R.R.*, 294 S.C. 183, 363 S.E.2d 398 (Ct.App.1987))).
7. As the Plaintiff's Motion to Amend should be freely given, the Defendant's Motion for Summary Judgment as it relates to Plaintiff's Complaint is moot.

CONCLUSION

For the foregoing reasons, the Plaintiff respectfully requests that the Court reconsider its February 19, 2019 Order and grant Plaintiff's Motion to Amend, deny Defendant's Motion for

Summary Judgment as it relates to Defendant's counterclaim and deem Defendant's Motion for Summary Judgment as it relates to Plaintiff's Complaint as moot.

Respectfully submitted this 28th day of February, 2019.

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)

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Attorneys for Plaintiff

Greenville, South Carolina

EXHIBIT 10

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP4001318

Best Choice Roofing & Home Improvement Inc
PLAINTIFF(S)

Tyler Woods
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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ 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:

Plaintiff's Revised Motion to Reconsider 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 10/22/2019 .

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.



Richland Common Pleas

Case Caption: Best Choice Roofing & Home Improvement Inc vs Tyler Woods

Case Number: 2018CP4001318

Type: Order/Electronic Form 4

So Ordered

s/ R.E. Hood #2164

EXHIBIT 11

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Robert E. Hood, Master in Equity

Case No. 2018-CP-40-01318

Best Choice Roofing & Home Improvement, Inc.....Appellant,

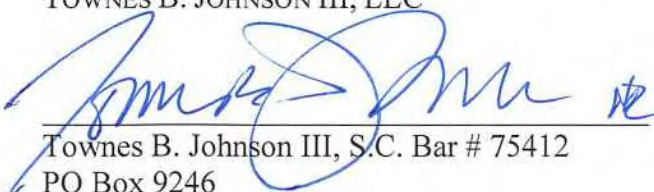
v.

Tyler Woods Respondent.

NOTICE OF APPEAL

Best Choice Roofing & Home Improvement, Inc., appeals the decision of the Honorable Robert E. Hood on October 22, 2019. Appellant received notice of the October 22, 2019 decision on October 22, 2019.

TOWNES B. JOHNSON III, LLC



Townes B. Johnson III, S.C. Bar # 75412

PO Box 9246

Greenville, S.C. 29604

(864)-757-4899

tjohnson@sc.legal

Attorneys for the Appellant

October 22, 2019
Greenville, South Carolina

Other Counsel of Record:

Nekki Shutt, Esq.
Burnette Shutt & McDaniel, PA
Post Office Box 1929
Columbia, SC 29202
803-904-7912-office
NShutt@BurnetteShutt.Law
Attorneys for the Respondent

EXHIBIT 12

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

Best Choice Roofing & Home Improvement, Inc.,
Appellant,

v.

Tyler Woods, Respondent.

Appellate Case No. 2019-001811

Appeal From Richland County
Robert E. Hood, Circuit Court Judge

Unpublished Opinion No. 2022-UP-054
Submitted November 1, 2021 – Filed February 9, 2022

DISMISSED

Townes Boyd Johnson, III, of Townes B. Johnson III,
LLC, of Greenville, for Appellant.

Nekki Shutt and Sarah J.M. Cox, both of Burnette Shutt
& McDaniel, PA, of Columbia, for Respondent.

PER CURIAM: Tyler Woods previously worked for Best Choice Roofing & Home Improvement, Inc. (Best Choice). He had agreed to relocate to the Atlanta area and signed a noncompete agreement that was binding for one year and within 100 miles of Best Choice's present locations.

Woods left the job shortly after relocating. He said Best Choice did not meet its promise to provide adequate housing for him and his pregnant wife. He found and accepted a roofing job with a different company in Columbia.

Best Choice sued Woods, claiming he was violating his noncompete agreement and seeking \$15,000 per the agreement's liquidated damages clause. Best Choice also sent a cease and desist letter to Woods's new employer. This resulted in Woods losing his job.

Woods answered, counterclaimed for interfering with his new job, and alleged the suit was frivolous because Columbia is more than 100 miles from Atlanta.

Several months later, Best Choice sought leave to amend its complaint. Best Choice proposed dropping entirely its claim that Woods was violating the noncompete agreement and its request for \$15,000 in liquidated damages. In place of that claim, Best Choice alleged Woods never intended to relocate and had converted or defrauded it out of the \$2,500 it had given to Woods to help with moving expenses.

The order before us contains three rulings from the circuit court. The court granted Woods a summary judgment on Best Choice's claim that he violated the noncompete agreement, the court held Woods's counterclaims against Best Choice would proceed to trial, and the court denied Best Choice's request to add the \$2,500 fraud/conversion claim to the suit. Best Choice argues this last ruling—the denial of its motion to amend—was error.

We dismiss this appeal. An order denying a motion to amend is not immediately appealable. *Baldwin Constr. Co. v. Graham*, 357 S.C. 227, 230, 593 S.E.2d 146, 147 (2004).

DISMISSED.¹

KONDUROS, HILL, and HEWITT, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.

EXHIBIT 13

The South Carolina Court of Appeals

Best Choice Roofing & Home Improvement, Inc.,
Appellant,

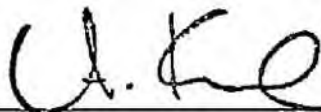
v.

Tyler Woods, Respondent.

Appellate Case No. 2019-001811

ORDER

Pursuant to Rule 222 of the South Carolina Appellate Court Rules, the motion for costs filed by Respondent Tyler Woods is granted in the amount of \$2,502.70 against Appellant Best Choice Roofing & Home Improvement, Inc. The lower court or tribunal is directed to add this award of costs to the remittitur.

 J.

 J.

 J.

Columbia, South Carolina

cc:

Townes Boyd Johnson, III, Esquire
Nekki Shutt, Esquire

Sarah Jean Michaelis Cox, Esquire
Jeanette W. McBride
The Honorable Jeanette W. McBride

FILED
Mar 16 2022

EXHIBIT 14

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C/A No.: 2018-CP-40-01318
	)	
	)	
Plaintiff,	)	DEFENDANT'S MEMORANDUM IN
	)	SUPPORT OF RENEWED MOTION
v.	)	FOR SUMMARY JUDGMENT
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
	)	

Defendant Tyler Woods ("Woods") respectfully submits the following memorandum in support of his Motion for Summary Judgment filed on December 19, 2018.

NATURE OF THE CASE

This action originated as an action to recover liquidated damages under an employment agreement due to Plaintiff Best Choice Roofing & Home Improvement, Inc.'s ("Best Choice" or "Plaintiff") unfounded claim that Woods violated the non-competition provision of his employment contract with Best Choice. As held by this Court, there exists no genuine issue of material fact that would show that Woods breached his employment contract with Best Choice by violating the 100-mile geographic limitation in the non-competition provision because Woods never worked within 100 miles of his challenged place of employment in Irmo, South Carolina. There also exists no genuine issue of material fact disputing the conclusion that Best Choice intentionally interfered with Woods' business relationship with his new employer and that Best Choice filed a frivolous lawsuit in an attempt to enforce the employment agreement, which are the bases for Woods'

counterclaims against Best Choice. Woods seeks summary judgment in his favor on his counterclaims, as well as damages, prejudgment interest, attorneys' fees, and costs.

FACTS AND RELEVANT PROCEDURAL HISTORY

Defendant Woods is a twenty-nine-year-old roofer who has worked in the industry for ten years. (Answer and Countercl. ¶ 27.) Best Choice is a roofing services company with locations throughout the southeastern and midwestern United States. (BEST CHOICE ROOFING, <https://www.bestchoiceroofing.com/about/> (last visited March 23, 2022).) On or about April 17, 2017, Woods moved to Atlanta, Georgia and began working as a sales manager for Best Choice's Marietta, Georgia location. (Ans. and Countercl. ¶¶ 29-30.)

On April 21, 2017, Best Choice asked Woods to sign an Employment Agreement to continue his employment with Best Choice. (*Id.* at ¶¶ 32-34.) Section 9 of the Employment Agreement, a Non-Competition and Confidentiality Clause, provided that Woods was not allowed to "directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner" with a business similar to Best Choice "for a period of ONE (1) year and within 100 miles from *the present location* of employer's business." (Compl. Ex. A BCR Employment Agreement p. 4 [attached as **Ex. 1**] (emphasis added).) Violation of the non-competition clause could result in the payment of \$15,000 in liquidated damages. (**Ex. 1**) Section 4 of the Employment Agreement further provided that the responsibilities and duties granted to Woods under the agreement would be rendered in Marietta, Georgia, and Section 10 of the agreement provided that Woods' employment for Best Choice was at-will. (*Id.* at p. 3, 5.) Finally, Section 18 of the Agreement states that litigation resulting from the agreement is

governed by Tennessee law and that the prevailing party in such litigation will be awarded attorney's fees and court costs. (*Id.* at p. 6.)

Following Best Choice's failure to honor the terms of a housing agreement with Woods, Woods left his position with Best Choice on or about April 29, 2017. (Ans. and Countercl. ¶¶ 39-42.) Woods relocated himself and his young family to Columbia, South Carolina. (*Id.* at ¶ 44.) Shortly thereafter, Woods began working with Premiere Roofing, LLC ("Premiere") in Irmo, South Carolina. (*Id.* at ¶ 45.) Premiere provides roofing services in the Midlands of South Carolina, including the cities of Irmo, Columbia, Newberry, Sumter, and Orangeburg. (PREMIERE ROOFING, <http://www.Premiereroofingcolumbia.com> (last visited Mar. 23, 2022).) Irmo, South Carolina is about one hundred and ninety-three (193) miles from Best Choice's location in Marietta, Georgia. (Ans. and Countercl. ¶ 46.)

On or about November 30, 2017, Best Choice notified Premiere via a cease-and-desist letter that Woods was in violation of the non-competition clause of his Employment Agreement with Best Choice and threatened to sue Premiere if the company did not terminate Woods. (*Id.* at ¶ 47, Letter dated Nov. 30, 2017, attached as **Ex. 2.**) It is undisputed that solely because of this letter, Premiere terminated Woods' employment with the company. (*Id.* at ¶ 48.) Thereafter, Best Choice filed suit against Woods seeking to collect damages for the alleged breach of the non-competition clause in the amount stipulated by the liquidated damages provision of the Employment Agreement. (Compl. ¶¶ 5-6.) Woods' filed an Answer and Counterclaim, which contained counterclaims alleging Best Choice's intentional interference with a business relationship and violation of South Carolina's Frivolous Proceedings Sanctions Act, § 15-36-10, et seq. (Ans. and Countercl. ¶¶ 25-54.) On December 14, 2018, Best Choice admitted to Woods that the

company did not have an Augusta, Georgia location, nor a Charlotte, North Carolina location, on the date Woods signed the Employment Agreement. (**Ex. 3**, P.'s Resp. to 2nd Req. to Admit ¶¶ 1-2.) As such, Best Choice had no location within one hundred miles of Woods' employer in Irmo, South Carolina on the date Woods signed the Employment Agreement.

On December 17, 2018, nine months after filing its Complaint, Best Choice moved to amend its original complaint against Woods. (P.'s Mot. Amend Compl. p. 1.) Therein, Best Choice requested to withdraw and completely abandon its breach of contract claim and instead assert previously unidentified claims of fraud, negligent misrepresentation, conversion, breach of fiduciary duties, and violation of the SC Unfair Trade Practices Act (SCUTPA) against Woods in connection to money Best Choice advanced to Woods for "relocation expense[s]". (*Id.* at Ex. A ¶¶ 10-46.) It is clear that Best Choice concedes its original claim that Woods breached the non-competition provision of his employment agreement.

On January 30, 2019, this Court heard Best Choice's Motion to Amend the Complaint and Woods's Motions for Summary Judgment and Motion to Deem Admitted Discovery Requests Not Responded To. (Tr. of Hr'g held Jan. 30, 2019, attached as **Ex. 4**.) At this hearing, Plaintiff consented to Woods's motion for summary judgment as Plaintiff recognized that it is undisputed that Woods worked for his South Carolina employer in Irmo, SC, approximately 193 miles from Marietta, GA, where he worked for Plaintiff and that Plaintiff had no locations within 100 miles of Irmo, SC; which is not a violation of Woods's employment agreement with Plaintiff. (*Id.* p. 10-11.) Because there was no longer any doubt Woods had not breached his employment agreement with

Plaintiff, Woods withdrew his Motion to Deem Admitted Discovery Requests Not Responded To at the hearing. (*Id.* p. 3.)

At the hearing on January 30, 2019, the trial court also heard arguments regarding Plaintiff's Motion to Amend. Plaintiff's counsel argued that Woods would not be prejudiced by an order allowing Plaintiff to amend its Complaint because the matter was still in "the written discovery stage." (*Id.* p. 5.) Plaintiff's counsel stated that through attempting to respond to Respondent's written discovery requests, he learned from Plaintiff, his own client, that the original complaint was baseless and about the existence of the allegedly purloined "advanced payment" which is the subject of Plaintiff's proposed Amended Complaint. (*Id.*)

On February 19, 2019, the trial court issued its Order denying Plaintiff's Motion to Amend the Complaint and granting summary judgment in favor of Woods on all claims and counterclaims in the case. (*Id.* p. 14.) On February 28, 2019, Plaintiff filed a Motion to Reconsider, Alter, or Amend the trial court's February 19, 2019 Order, requesting that the trial court alter its order to reflect the fact that Plaintiff did not consent to summary judgment being ordered against it on the pending counterclaims, and requesting the trial court reconsider its ruling on Plaintiff's Motion to Amend the Complaint. (*Id.* p. 13-14.)

On March 20, 2019, this Court issued an amended Order, again finding in favor of summary judgment for Woods on the claims in the Complaint and denying Plaintiff's Motion to Amend the Complaint but reversing its decision on summary judgment as to Woods's counterclaims, ordering the clerk of court to move Woods's counterclaims forward on the trial docket. (Order Grant. Summ. J. Against Pl. & Den. Pl.'s Mot. to Am. Compl.)

In this amended Order, this Court found that Plaintiff is not entitled “to abandon all of its original allegations and to plead previously unraised allegations,” and that Woods would be prejudiced if Plaintiff was granted leave to amend the Complaint. (*Id.* p. 2.)

On March 28, 2019, Plaintiff filed a Revised Motion to Reconsider, Alter, or Amend the trial court’s March 20, 2019, Order, requesting again that the trial court grant Plaintiff’s Motion to Amend the Complaint. (Mot. to Recons., Alter, or Am.) Notably, consistent with the fact that Plaintiff consented to summary judgment, Plaintiff did not request that the trial court reconsider, alter, or amend its grant of summary judgment in Woods’s favor in its Revised Motion to Reconsider, Alter, or Amend. (*Id.*)

On October 22, 2019, the trial court issued its Order denying Plaintiff’s Revised Motion to Reconsider, Alter, or Amend the Complaint. (Order Denying Revised Mot. to Recons. Appeal of this Order followed. (Notice of Appeal.)

On February 9, 2022, the South Carolina Court of Appeals issued its Order dismissing Best Choice’s appeal as based upon an order which is not immediately appealable. (Order Dismissing Appeal, dated Feb. 9, 2022.) On March 3, 2022, Woods filed a motion for costs in the Court of Appeals and on March 16, 2022, the Court of Appeals granted Woods’ motion for costs. (Order, dated Mar. 16, 2022.)

ARGUMENT

I. Standard of Review

“The purpose of summary judgment is to expedite disposition of cases which do not require the services of a fact finder.” *Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 438 (2003) (citing *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001)). Summary judgment is appropriate where “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there

is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.” Rule 56(c), SCRCP.

The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. *Baughman v. American Telephone & Telegraph Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). “Once the moving party carries its initial burden, the opposing party must do more than rest upon the mere allegations or denials of his pleadings, but must, by affidavit or otherwise, set forth specific facts to show that there is a genuine issue for trial.” *Lord v. D & J Enterprises, Inc.*, 407 S.C. 544, 553, 757 S.E.2d 695, 699 (2014) (citing *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545; Rule 56(e), SCRCP).

II. Best Choice intentionally interfered with Woods’ business relationship with his employer, Premiere Roofing.

It is undisputed that Best Choice intentionally interfered with Woods’ contractual business relationship with Premiere Roofing by wrongfully sending a cease-and-desist letter that resulted in the termination of Woods’ employment with Premiere.

“It is well settled that interference by a third party with contractual relationships, without justification, is a violation of a primary legal right.” *Keels v. Powell*, 207 S.C. 97, 100, 34 S.E.2d 482, 484 (1945). Intentional interference with a contractual relationship is found when 1) a contract exists; 2) the third-party wrongdoer has knowledge of the existing contract; 3) the wrongdoer intentionally induces a party to the contract to breach the contract; 4) the wrongdoer has no justification in inducing said breach; and 5) a party to the contract is damaged by the induced breach. *Kinard v. Crosby*, 315 S.C. 237, 240, 433 S.E.2d 835, 837 (1993).

It is undisputed that an employment contract existed between Woods and Premiere and that Best Choice had knowledge of the contract. (Compl. ¶ 4; Ans. and Countercl. ¶ 45.) Even Woods and Premiere did not have a written employment contract, it is established in South Carolina law that “[a]ll at-will employment relationships, whether they are memorialized in a written contract stipulating the at-will nature of the employment or orally formed simply out of circumstance, are contractual relationships. *Hall v. UBS Fin. Servs.*, 435 S.C. 75, 85, 866 S.E.2d 337, 341 (2021).

Best Choice’s delivery of a cease-and-desist letter to Premiere and the commencement of this litigation by Best Choice proves that it had knowledge of the contract between Premiere and Woods. (See Compl. ¶¶ 1-6; Ans. and Countercl. ¶ 47.) Therefore, the elements of contract existence and wrongdoer knowledge are satisfied.

It is also undisputed that Best Choice intentionally induced Premiere to breach its employment contract with Woods. Best Choice sent a letter to Premiere on November 6, 2017, specifically demanding that Premiere refuse to allow Woods to continue to work for Premiere and threatening legal action against Premiere if it did not comply. (**Ex. 2.**)

Best Choice had no justification to induce the breach of Woods’ employment contract with Premiere. When a third party falsifies information to procure a breach of contract, that third party has intentionally interfered with said contract. See *Todd v. South Carolina Farm Bureau Mut. Ins. Co.*, 287 S.C. 190, 193, 336 S.E.2d 472, 473 (1985). In *Todd*, a third party fabricated an informant to support the accusation that an insurance agent had leaked confidential information, and this was sufficient to validate a jury finding that the third party intended to cause a breach of the agent’s contract with his employer. *Id.* at 193, 336 S.E.2d at 473. Here, Best Choice falsified information to procure the

breach of Woods' contract with Premiere, therefore this element of intentional interference with a contractual relationship is met.

The letter Best Choice sent to Premiere states plainly that Woods was in violation of his employment contract with Best Choice because his work was in "direct violation of the terms of the aforementioned Restrictive Covenant Agreement [which requires that Woods shall not directly or indirectly work for any business similar to Best Choice for a period of one year and within 100 miles of Best Choice's location as of April 21, 2017.]" (**Ex. 2.**) This was wholly false. Best Choice admitted in discovery that Best Choice did not have an Augusta or Charlotte, North Carolina location on April 21, 2017. (**Ex. 3.**) Best Choice also admitted in discovery that Woods had never worked within 100 miles of Premiere's location in Columbia, South Carolina. (Pl.'s Resp. to 1st Req. to Admit dated Dec. 13, 2018, attached as **Ex. 5.**) Simply put, Best Choice intentionally falsified its claim that Woods was in breach of his employment agreement at the time it directed its counsel to send a letter to Premiere regarding Woods.

Finally, it is undisputed that Woods has suffered damages as a result of the breach of contract induced by Best Choice. Woods has testified via affidavit that he has lost wages, incurred medical bills that are directly connected to his loss of employment with Premiere, and incurred attorney's fees and costs. (Aff. of Tyler Woods, dated May 28, 2019, attached as **Ex. 6.**) Best Choice has proffered no evidence to counter Woods' affidavit. Therefore, there is no dispute that Woods has been damaged by Best Choice's intentional interference with his contractual relationship with Premiere.

Because there exists no issue of material fact that Best Choice intentionally interfered with Woods' contractual relationship with Premiere, Woods is liable to Woods

for its intentional interference with Woods' employment contract. As such, Woods is entitled to actual, consequential, and punitive damages as well as attorney's fees and costs associated with Best Choice's unlawful interference with his contractual relationship with Premiere.

III. There is no evidence in the record to contradict the conclusion that Best Choice violated the South Carolina Frivolous Proceedings Sanctions Act.

It is undisputed that Best Choice violated the South Carolina Frivolous Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10, *et seq.* by filing the instant suit against Woods. Sanctions for filing a frivolous pleading may be administered when “a reasonable attorney . . . would believe that *under the facts*, his claim was clearly not warranted under existing law and that a good faith or reasonable argument did not exist for [affecting a change of] existing law.” S.C. Code Ann. § 15-36-10(A)(4)(a)(ii) (emphasis added). Additionally, sanctions may be administered when “a reasonable attorney under the same circumstances would believe that the procurement . . . of a civil cause was intended merely to harass or injure the other party.” *Id.* at (A)(4)(a)(iii). The decision whether to impose such sanctions is a decision in equity, not in law. *Holmes v. Haynsworth, Sinkler & Boyd, P.A.*, 408 S.C. 620, 641, 760 S.E.2d 399, 410 (2014) (quoting *Father v. S.C. Dep't of Soc. Servs.*, 353 S.C. 254, 260, 578 S.E.2d 11, 14 (2003)). Sanctions under section 15-36-10 are appropriate when a party files a “non-meritorious and baseless lawsuit” and fails to develop evidence to support its claim. (See *Holmes* at 643, 760 S.E.2d at 411.) The criteria for Rule 11 sanctions are essentially the same as those for sanctions under § 15-36-10. *In re Beard*, 329 S.C. 351, 360, 597 S.E.2d 835, 839 (S.C. Ct. App. 2004). In *Holmes*, the Court upheld sanctions against a party when she filed court documents “without reasonable basis” and without “information and belief

[that] there is good ground to support” the claims. *Supra.* at 644-45, 760 S.E.2d at 412 (quoting SCRCRCP Rule 11(a)).

There is no good ground to support Best Choice’s claim and no reasonable attorney would believe that under the facts of the case, Best Choice’s claim for breach of contract was warranted. The sole claim asserted in the Complaint is that Woods worked within 100 miles of a Best Choice location which existed at the time that Woods signed his employment contract. (Compl. ¶ 4.) Best Choice acknowledged as early as July 11, 2018, that Woods worked in Irmo, South Carolina for Premiere. (Ans. and Countercl. ¶ 45, Pl’s Reply to Countercl. ¶ 23.)

A reasonable attorney would inquire whether Best Choice had a location within 100 miles of Premiere at the time Woods signed his employment contract (a fundamental element of this claim) before filing suit. At the very least, a reasonable attorney would review the Answer and Counterclaims filed by June 11, 2018, locate Woods’ contention that he worked in Irmo, South Carolina and the contention that Marietta, Georgia is 193 miles from Irmo, South Carolina (Ans. and Countercl. ¶ 46), and inquire with his client whether this fact is true before continuing to pursue the matter.

As there appears to be no reason rooted in law or fact for Best Choice’s lawsuit against Woods, a reasonable attorney would believe Best Choice brought the action merely to harass and further injure Woods. Indeed, Best Choice’s filing of the original complaint injured Woods by causing him to both lose gainful employment with Premiere and to be forced to employ legal counsel at an hourly rate for the duration of the litigation to date. (**Ex. 6.**) Therefore, Woods should be granted summary judgment on his counterclaim for violation of S.C. Code Ann. § 15-36-10. Woods should also receive the

statutory costs and attorney's fees afforded to him for Best Choice's violation of the Act, including but not limited to "the time required of the prevailing party by the frivolous proceeding, and travel expenses, mileage, parking, costs of reports, and any additional reasonable consequential expenses of the prevailing party resulting from the frivolous proceeding." S.C. Code Ann. § 15-36-10(G)(1).

IV. Damages

Having established Best Choice's liability under the FCPSA and the Employment Agreement, Woods asks the Court to award him consequential damages, attorney's fees, and costs as follows.

A. Consequential Damages

Defendant Woods has worked in the roofing industry for ten years and with diligence worked his way up to manager. (Ex. 6.) Typically, in the roofing industry, Woods could make anywhere from \$70,000 to \$110,000 a year. (Ex. 6.) Woods was on track to make \$80,000 a year with Premiere until his employment was terminated due solely to the interference by Best Choice. (Ex. 7.) Premiere has openly admitted in discovery and in court that the sole reason for Woods' termination was the cease-and-desist letter from Best Choice. (Ex. 8.) Woods has been unable to return to the roofing industry because of the cloud hanging over his reputation since Best Choice interfered with his employment in 2017. (Ex. 2.) Woods has also had health problems due to his adjustment of being unemployed. (Ex. 6.) With the need to support his young family, Woods sought employment and finally found work as a cook in a restaurant and a laborer at a construction company. (Ex. 6.) He has worked with the restaurant for about a month and started his first day with the construction company on May 23, 2019. (Ex. 6.) With his two

jobs combined Woods will only make \$35,000 to \$40,000 a year depending on his hours; \$40,000 less than what he could have made working with Premier. (**Ex. 6.**) Since Best Choice has interfered with Woods' employment, he has missed out on the opportunity to make a year and six months' salary with Premiere, totaling \$120,000. (**Ex. 6.**) The stain Best Choice has left on Woods has crippled him from finding work in the roofing industry, caused him health problems, and he has struggled to find jobs to support his family and the money he will now make is considerably less than what would have been available to him had Best Choice not frivolously brought a claim against him. (**Ex. 6.**)

B. Attorney's Fees and Costs

Since Woods was terminated from his employment by Premier and Best Choice brought lawsuit against Woods, he was forced to employ legal counsel at an hourly rate for the duration of the litigation to date. The attorney's fees and costs associated with this litigation total \$63,563.55 and are outlined in **Exhibit 9**.

CONCLUSION

Based on the foregoing argument, Woods respectfully requests that this Court enter summary judgment in his favor under Rule 56, SCRCP, and award Woods such actual, incidental, consequential, and punitive damages to which he may be entitled, prejudgment interest, sanctions against Plaintiff and his counsel, attorney's fees and costs taxed to the Plaintiff, and such other and further relief as deemed just and proper.

Respectfully Submitted,

s/ Sarah J.M. Cox

Nekki Shutt (SC Bar No. 8784)

Sarah J.M. Cox (SC Bar No. 104316)

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ATTORNEYS FOR DEFENDANT

Columbia, South Carolina

March 30, 2022

EXHIBIT 1



Rev 2/16/2017

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") dated as of 4/19/17 (the "Effective Date") is made by and between Best Choice Roofing Southeast, LLC. - TN Corporation, (the "Employer") and Tyler Woods (the "Employee"). The Employer and the Employee may be referred to individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, the Employer is engaged in the business of ROOFING AND HOME IMPROVEMENT; and

WHEREAS, the Employer desires to employ the Employee, and the Employee wishes to enter into such employment, on the terms and conditions set forth in this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual acts and promises, covenants, agreements, representations, and warranties hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1 EMPLOYMENT.

The Employer hereby employs, engages, and hires the Employee on a full-time basis, and the Employee hereby accepts this employment subject to the terms and conditions of this Agreement. The Employee agrees and understands that [s]he is an employee "at will." and nothing herein shall be interpreted to mean that the Employee is anything other than an employee at will. The Employee's employment may be terminated by either Party at any time pursuant to Section 12 hereof.

2 TERM.

The term of this Agreement shall begin on 4/19/17 and continue until terminated by either Party in accordance with the provisions of Section 12 of this Agreement or by law. The period during which the Employee is employed pursuant to this Agreement shall be referred to as the "Employment Period."

3 COMPENSATION.

Subject to the terms and conditions of this Agreement, the Employee shall be compensated for his services as follows:

- (a) Base Salary. The Employer shall pay the Employee an annual base salary of \$ 400.00 (the "Salary"), payable in equal \$ 10,000.00 (weekly, biweekly, semi-monthly) installments at the end of each such period during the Employment Period. The Salary may be subject to such increases as may from time to time be determined by the [President] of the Employer. Employer makes no promises regarding the number of hours it will ask Employee to work in any given time period; Employee understands that the number of hours may vary with the needs of Employer.

OR (put "NA" through A or B if not applicable)

- (b) Hourly Wage. Employer shall pay the Employee an hourly wage of \$ _____. The hourly wage may be subject to such increases as may from time to time be determined by the [President] of the Employer. The pay periods, pay structure and information applicable to Overtime hours are referenced and explained in the Employee Handbook. No overtime without pre-approval from HR or Corporate officers. Employer makes no promises regarding the number of hours it will ask Employee to work in any given time period; Employee understands that the number of hours, as well as the work schedule may vary with the needs of Employer.
- (c) Monthly Bonus. Employee may receive a monthly bonus (paid first pay period after the 5th of the following month) for the below:

DOES THIS EMPLOYEE QUALIFY FOR A BONUS PACKAGE YES NO (circle one).

Bonus Tiers:

% 1 will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ 100k.

% 2 will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ 200k.

% 3 will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ 300k.

% 4 will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ 400k.

% — will be paid on the total net sales (net sales defined as gross sales, minus decking invoices, supplemental funds, tarping invoices, all credits and DRP or incentives provided to the accounts as well as the deduction of personal sales, General Managers or members of Corporate) equal to or in excess of \$ —.

Bonus will match Tony tiers for 90 days. He will bonus on his team only.

Bonuses are paid on the first pay date after the 5th on the following month.

Bonuses are subject to fines assessed by the company. These fines are as follows:

\$50 reduction for a Certificate of Completion with a "3" rating or less

\$500 reduction for a BBB complaint

Bonus Reduction Forms submitted and approved by Management. Bonus Reduction Forms will reduce the amount of the net sales.

General Managers Only

When a customer has a balance that becomes 90 or more days delinquent, the amount of that contract will be removed from "bonusable revenue" in terms of bonuses, forgoing the reason or when the job was sold.

When bonuses are calculated (on or shortly after the 1st of each month), any customer who has a warranty or has unfinished work that has aged more than 10 days, the revenue from that customer's contract will be reduced from "bonusable revenue".

- (d) Tax Withholding. All sums payable to the Employee under this Agreement shall be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.
- (e) Commissions. Employee will be allowed to earn commission(s). Attached to this Agreement is "Exhibit A", which defines and explains the Commission pay structure.

DOES EMPLOYEE'S JOB TITLE WARRANT COMMISSION? CIRCLE ONE YES NO

4 RESPONSIBILITIES AND DUTIES.

The Employee's responsibilities shall include (but shall not be limited to) the following: (the "Services").

Sales Manager Atlanta

From time to time, the Employer may revise the nature of the Employee's Services. The Employee will promptly and faithfully comply with all reasonable instructions, directions, requests, rules, and regulations made or issued by the Employer, and the Employee will perform the Services conscientiously and in a timely manner in and to the best of the Employee's abilities at all times, when and wherever required or desired by the Employer and pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the Employer. Such duties shall be rendered at Marietta, GA and at such other place or places as the Employer shall in good faith require or as the interest, needs, business, or opportunity of the Employer shall require.

5 OTHER EMPLOYMENT.

The Employee shall devote all of his time and attention solely to the Employer's business and interest. During the Employment Period, the Employee shall not engage, directly or indirectly, in any other business activity, regardless of whether it is pursued for gain or profit; provided, however, nothing contained in this Section 5 shall be deemed to prevent or to limit the right of the Employee to invest his money in real estate or in other companies if such investment does not oblige the Employee to assist in the operation of the affairs of such companies.

6 EXPENSES.

The Employer shall reimburse the Employee for all business expenses actually and properly incurred by the Employee in connection with his duties under this Agreement in accordance with the Employer's normal policies. The reimbursement of such expenses shall be subject to the Employee's provision to the Employer of receipts, statements, and vouchers to the Employer's satisfaction.

7 CONFIDENTIALITY.

During and after the Employment Period, except as permitted by the Employer or required by law, the Employee shall not divulge or appropriate to his own use or to the use of others any secret or confidential information or knowledge pertaining to or otherwise affecting the Employer's business including but not limited to any of its customer lists, products, services, costs, profits, markets, sales, trade secrets, or other information not readily available to the public without regard to whether any of the above will be deemed confidential, material, or important. The Parties stipulate that, as between them, such matters are important, material, and confidential and affect the effective and successful conduct of the Employer's business, and the Employer's good will, and that any breach of the terms of this Section 8 shall be deemed a material breach of this Agreement.

8 NON-SOLICITATION.

During the Employment Period and for a period of ONE (1) year thereafter, the Employee shall not:

- canvass or solicit the business of (or procure or assist in the canvassing or soliciting of) any client, customer, or employee of the Employer who is known to the Employee as a result of his association with the Employer during the Employment Period for the purposes of competing with the Employer;
- accept (or procure or assist the acceptance of) any business from any client, customer, or employee of the Employer known to the Employee as a result of his association with the Employer during the Employment Period for the purposes of competing with the Employer; provided, however, that the Employer may consent to such competition in writing; or
- otherwise contact, approach, or solicit (or procure or assist in the contacting, approaching, or soliciting of) any entity known to the Employee through his association with the Employer before the Effective Date in such a way as may cause detriment to the Employer.

9 NON-COMPETITION AND CONFIDENTIALITY

At the end of the Employment Period, by expiration or termination, the Employee shall not directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by the Employer for a period of ONE (1) year and within 100 miles from the present location[s] of the Employer's business. If the Employee actually breaches or threatens to breach the terms of this Section 10, the Employer shall be entitled to a preliminary restraining order and injunction restraining the Employee from violating its provisions. Nothing in this Agreement shall be construed to prohibit the Employer from pursuing any other available remedies for such breach or threatened breach, including the recovery of damages from the Employee.

Training will be provided to Employee from Company at a significant expense to the Company. During this training and throughout the Employee's employment, Employee will have access to proprietary information pertaining to Company's business model. It is agreed that, forgoing the reason, upon the termination of Employee's employment for any reason, Employee may not use or disclose to anyone or any entity the information gained from training or employment by the Company. It is furthermore acknowledged that all information disclosed during training is to be considered proprietary. The definition of "use" shall be defined as utilizing any information gained during training/Employment which Employee subsequently uses or attempts to use for the benefit of Employee or any other entity or person(s) Employee may have any type of business relationship with.

The harm accruing to the Company by virtue of Employee's breach of the restrictive covenant set out in this Section cannot be calculated at this time. For this reason, Employee and the Company mutually agree that in the event of Employee's breach of this Section, the Company shall be entitled to liquidated damages of \$15,000.00. It is agreed and stipulated that such payment will be made to and received by Company as liquidated damages for the breach and/or early termination of this agreement and shall not be paid as a penalty.

10 **AT WILL EMPLOYMENT**

This is an at will employment (where provided by law). Either party may terminate this agreement without notice to the other party. Nothing in the Employer's policies, actions, or this document shall be construed to alter the at will nature of Employee's status with Employer, and Employee understands that Employer may terminate his/her Employment at any time for any reason or for no reason, provided it is not terminated in violation of State or Federal law.

11 **TERMINATION.**

The Company shall not by reason of the termination of the agreement be liable to the other for compensation, of present or prospective profits on sales or anticipated sales, or on account of expenditures, or on bonus payments, commissions or other compensation other than earned salary or hourly wages.

12 **RETURN OF PROPERTY.**

At the end of the Employment Period or at any time on the Employer's request, the Employee agrees to return to the Employer, retaining no copies or notes, all documents relating to the Employer's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material, obtained by the Employee during his employment with the Employer.

13 **FURTHER ASSURANCES.**

Each Party hereto shall cooperate and take such further action as may be reasonably requested by the other Party in order to carry out the terms and purposes of this Agreement and any other transactions contemplated herein.

14 **ARBITRATION.**

Any controversy or claim arising out of this Agreement or Employment with the Company (with exception to sections 7, 8, 9, 10 and 22), or the breach, termination, or invalidity of this Agreement shall be settled by arbitration in the County of Sumner, Tennessee in accordance with then governing rules of Tennessee. The arbitrator(s) shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws of the state of Tennessee. Any award, order, or judgment made pursuant to such arbitration shall be deemed final and shall be entered and enforced in any court of competent jurisdiction.

15 **NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party at the following address:

If to the Employer:

Best Choice Roofing Southeast LLC.
115 Hazel Path Suite 4.
Hendersonville, TN 37075

If to the Employee:

110 Ferguson Rd
LA Vergne, TN 37086

16 **SUCCESSORS AND ASSIGNS.**

This Agreement shall apply to all work performed by the Employee for the Employer, including any of its past, present, or future affiliates or subsidiaries, and shall be binding on the Employer's assigns, executors, administrators, and other legal representatives. This Agreement shall inure to the benefit of the Employer's successors and assigns. The Employee acknowledges that his services are distinctive and personal, and that he therefore may not assign his rights or delegate his duties or obligations under this Agreement.

17 NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

18 GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Tennessee. If litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

19 COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

20 SEVERABILITY.

- (a) Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.
- (b) [If the restrictions against solicitation in Section 8 or against competition contained in Section 10 of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable because they extend for too long a period of time or over too great a geographical area, or because they are too expansive in any other respect, Sections 8 and 9 shall be interpreted to extend only over the maximum period of time for which they may be enforceable and over the maximum geographical areas as to which they may be enforceable, and to the maximum extent in all other respects as to which they may be enforceable, all as determined by such court in such action.]

21 HOLD HARMLESS AND INDEMNIFICATION.

The Employee shall hold the Company harmless and indemnify for any and all damages whether to person or property caused by the Employee, and which arise from misrepresentation or negligence of Employee, its agents, employees and representatives.

22 EMPLOYEE HANDBOOK

By accepting this Agreement, Employee acknowledges he/she has been given a copy of Best Choice Roofing's Employee Handbook or has been instructed where to locate the Employee Handbook, outlining most of the Employer's policies. He/she also acknowledges that he/she has been instructed of his/her Human Resources contact person and that he/she has been notified where to find the Company's Handbook at the location(s) which Employee renders services.

23 NON DISPARAGEMENT

During the Term and thereafter, Employee agrees to take no action which is intended, or would reasonably be expected, to harm the Company, it's Employees or it's or their reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to the Company.

24 CELL PHONE USAGE

The Employer does not permit it's Employees to use, in any way, their personal or work communications device while in or operating any type of vehicle.

25 ENTIRE AGREEMENT.

This Agreement constitutes the final, complete, and exclusive statement of the understanding of the Parties with respect to the subject matter hereof, and supersedes any and all other prior understandings, both written and oral, between the Parties. It may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

26 HEADINGS.

Headings in this Agreement are for convenience only and shall not be used to construe meaning or intent.

27 INTERPRETATION CLAUSE.

Employee agrees that Employer has given Employee the opportunity to have this document reviewed by an attorney. The parties negotiated the terms herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

EMPLOYER: Best Choice Roofing Southeast LLC (Corporate Only)

Name: _____

Signature: _____

Date: _____

EMPLOYEE:

Name: Tyler Woods

Signature: [Signature]

Date: 4-21-17

EXHIBIT D
EMPLOYEE "PAY AGREEMENT"

13 - 5 % of contract total will be paid to the salesperson for:

1. Obtaining a signed Contingency Agreement between the property and any other necessary documents.
2. Attending scheduled meeting with the homeowner's insurance adjuster to point out damage and present a copy of the signed Contingency Agreement. You will not be acting as an adjuster. You will merely be there to act as a technical advisor and will discuss the need to repair or replace damaged components (if any). If you are unable to attend, let the office know and we will arrange someone else to be there from the company. If you fail to make this appointment, commission can be reduced by 40%.
3. Obtaining a signed contract as well as any other necessary documents, as well as the collection of first check (endorsed by ALL parties). At this time, commission will be paid to the salesperson on the following pay period (see below), unless the check must be endorsed by a third party such as a lien holder (mortgage company etc.). If a check must be endorsed by another party, commission will be paid once all endorsements have been completed and the check(s) is/are received at the local branch.
4. After completion of the job, a Certificate of Completion must be taken to the homeowner in order to have the homeowner(s) sign and returned to the office promptly.
5. Pick up the final payment and any additional monies and/or documentation required from the homeowner(s).

If the Employee is unable to fulfill the 1-5 obligations above, any commission paid on those jobs will be reimbursed back to Best Choice Roofing Southeast LLC. Items 1-5 represent 20% of commission each. In order to get 100% of commission, all 5 activities above must be completed. If an Employee is paid and fails to complete all 5 activities above, he/she agrees to reimburse Best Choice Roofing Southeast LLC for any overpayment.

13 % commission will be paid when the same type of shingle (3 tab, architectural etc) is replaced with the exact style of material OR the Employee charges AT LEAST \$15 per square upgrade charge for "Architectural Shingles" and at least \$25 per square for OC Artisan/Duration/TruDefinition shingles. Metal roofing, Owens Corning products not listed in this paragraph or other brands of roofing upgrade pricing (other than Owens Corning) must be approved by a member of branch management or Corporate in writing or the Employee may be liable for costs.

11 % commission will be paid to the salesperson if the customer's shingles are upgraded at no charge to the customer.

9 % commission will be paid to the salesperson if a credit or DRP/DAP over the amount of \$500 is given to a customer

50% Lead PHL + DAP of \$1186.00+
NOTE: On work orders deemed to be less profitable, 5% of the net contract value will be paid to the Employee. Any form of payment received by the salesperson MUST be brought into the office the same day it is picked up. A delay in receipt of funds by the office may reduce your commission on that job.

Best Choice Roofing Southeast LLC has partnered with Storm Leads Inc. (telemarketing company) to provide quality leads. You are not obligated to accept ANY lead, as leads MAY be OFFERED to you. If you accept the lead, you will be charged. The charge for leads is \$20 per lead and \$50 per lead if you fail to report the result of that lead within 24 hours directly to Storm Leads Inc. and/or a member of branch management.

Commission will be paid to the Employee upon receipt of funds for that job. Commissions will only be paid on jobs with minimum Collection of ACV payment, or equivalent. If funds are not released from the Insurance company for

Employment Agreement; Best Choice Roofing Southeast LLC. Page 8 of 17.

Employee Initials TW

any reason, Employee will be liable for the costs.

DEDUCTIBLE SPLIT

Employee will be eligible for \$ 300 when the ENTIRE deductible is collected and paid in full by the homeowner. Employee will not be paid this money until the full deductible is collected. If a contract is written as a cash job, no deductible split will be paid. This only applies on full roof approvals. The total job cost used to calculate % commission will be reduced by \$500 if a deductible split is paid.

OVERHEAD AND PROFIT

Overhead and profit collected on jobs will be split 65,35 with the salesperson upon receipt of overhead and profit in full. If this money is used to cover other expenses, no split will be made on the overhead and profit. This money is split if included in scope of work. If a contract is written as a cash job, no Overhead and Profit split will be paid. This only applies on full roof approvals. If Overhead and Profit is not paid by the carrier (notwithstanding the reason), Employee will not be paid a split.

If below signed Employee requests measurements of a house (or if measurements are not provided by Independent Contractor), Independent Contractor may be charged \$30 for these measurements.

If an insurance company does not pay for items needed or requested by the customer, you must use the cash price sheet to determine what the homeowner must pay to replace these items. If you cannot receive additional money from the homeowner for these items you will be charged the prices reflected on the cash price sheet or cost incurred, whichever is greater. On ALL jobs installed by Best Choice Roofing Southeast LLC, all pipe boots and ventilation and skylights and all flashing MUST be replaced. These items must be paid for by the insurance company or the homeowner or the Employee will be liable for the costs to replace these items.

CASH DEALS

If a cash deal is written, the amount of material sold is to be explicitly stated on the contract. If, based on the Independent Sales Contractor's measurements, the job was measured short or material was left off of the cash estimate, the Independent Sales Contractor will be responsible for paying the costs incurred to finish the job. Commissions on cash deals are not paid until the job is paid in full.

COUPONS

Independent Sales Contractors must honor any coupon presented by a homeowner with approval from the management of the branch or Corporate office. These coupons will not yield commission on the coupon amount. If the coupon is used towards a deductible, no deductible split will be honored on the coupon amount. These coupons cannot be used towards an upgraded warranty.

FINANCING

Commissions pertaining to any amount financed by Best Choice Roofing Southeast LLC will be paid once the entire finance agreement has been paid. Best Choice Roofing Southeast LLC can finance deductibles ONLY. Upgrades and additional work cannot be financed by Best Choice Roofing Southeast LLC. In the event the finance term exceeds four (4) months, NO commission will be paid on that amount. In the event the finance term is in excess of four (4) months, the finance amount will be treated as a credit and the rules governing the payment on credits will apply. If the Employee does not charge the external financing fee of 3%, the Employee will be charged back that amount.

NON RECOVERABLE DEPRECIATION

In the instance the contracted homeowner has non recoverable depreciation that is not being paid by the homeowner, Employee's commission will be negotiated.

Employment Agreement: Best Choice Roofing Southeast LLC. Page 9 of 17.

Employee Initials TW

DENIALS

Best Choice Roofing Southeast LLC, at its sole discretion, may choose to involve other people(s) to assist a homeowner on a denial that occurred with the Independent Employee. In the instance that Company elects to do so, Employee's commission will be reduced by 3% to offset the costs incurred to settle any claim the Company feels needs other people(s) involved in.

COMMISSION SPLITS

Best Choice Roofing Southeast LLC understands that there are occasions where commission may be shared with one or more than one rep/Employee. The rep/Employee that originated the Contingency has the sole discretion on who and how to split commissions, given the original rep/Employee is still under contract/employed with Best Choice Roofing Southeast LLC. However, Best Choice Roofing Southeast LLC cannot process splits for more than two Employees/ reps. If more than two Employees/ reps were involved, and you are the original rep, you must determine how to compensate the other reps/ Employees.

CREDITS

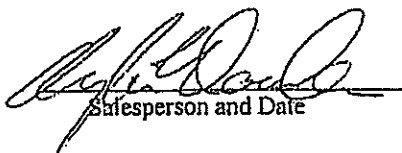
No commission will be paid on credits. The credit amount will be backed out of the net job cost. If a credit exceeds \$500, commission will be reduced to 7%. This section will also apply to financing terms in excess of four months or financing on items other than deductibles.

CANCELLED PORTIONS OF A CONTRACT OR CONTRACT CANCELLATION

If Best Choice Roofing Southeast LLC elects not to complete a portion or even all of the work on a contract, Best Choice Roofing Southeast LLC will not pay commissions on the work Best Choice Roofing Southeast LLC will not complete, all or part of the contract.

PAYMENTS FROM CUSTOMERS

Any payment must be IMMEDIATELY turned into the office. Failure to do so will give grounds for Best Choice Roofing Southeast LLC to terminate this Independent Sales Contractor Agreement. If funds are accepted from a homeowner, the Independent Sales Contractor will be fully liable for the payment, collection costs (if incurred) as well as court costs and attorney's fees if Best Choice Roofing Southeast LLC has to pursue Independent Sales Contractor to obtain payment. Best Choice Roofing Southeast LLC also has the right to notify law enforcement in the proper jurisdiction prior to any other action if funds are accepted by the below signed rep and not immediately turned into the office. For this paragraph, "immediately" is defined as, within 24 hours. . If a customer fails to satisfy their balance within 90 days, Sales Rep will lose or repay back commission, regardless of the reasoning



Salesperson and Date

Best Choice Roofing Southeast LLC and Date

Receipt of Best Choice Roofing Employee Handbook

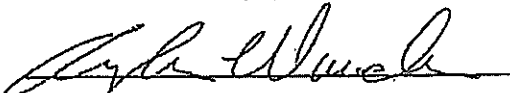
The Employee Handbook (sometimes referred to as a Personnel Policy Manual, or the "Manual") is a compilation of personnel policies, practices and procedures currently in effect at Best Choice Roofing, an equal opportunity employer. The Manual handbook and the information within it are confidential.

This handbook is designed to introduce employees to the organization, familiarize you with Company policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

This handbook and any other provisions contained herein do not constitute a guarantee of employment or an employment contract, express or implied. You understand that your employment is "at-will" and that your employment may be terminated for any reason, with or without cause, and with or without notice. Only the CEO or other authorized representative(s) of Best Choice Roofing has the authority to enter into a signed written agreement guaranteeing employment for a specific term. This handbook is intended solely to describe the present policies and working conditions at Best Choice Roofing. This handbook does not purport to include every conceivable situation; it is merely meant as a guideline and, unless laws prescribe otherwise, common sense shall prevail. Of course, federal, state and local laws will take precedence over Best Choice Roofing policies when applicable.

Personnel policies are applied at the discretion of Best Choice Roofing. Best Choice Roofing reserves the right to change, withdraw, apply or amend any of our policies or benefits, including those covered in this handbook, at any time. Best Choice Roofing may notify you of such changes via email, posting on the Company's intranet, portal or website, or via a printed memo, notice, amendment to or reprinting of this handbook, but may, in its discretion, make such changes at any time, with or without notice and without a written revision of this handbook.

By signing below, you acknowledge that you have received a copy of Best Choice Roofing's Employee Handbook, and understand that it is your responsibility to read and comply with the policies contained within it and any revisions made to it. Furthermore, you acknowledge that you are employed "at-will" and that this handbook is neither a contract of employment nor a legal document.


Signature

4-21-17
Date

Tyler Woods

Please print your full name

Please sign and date one copy of this notice and return it to Human Resources to humanresources@bestchoiceroofing.net. Retain a second copy for your reference.

Receipt of Harassment Policies

As described in the Harassment Policy and the Sexual Harassment Policy, harassment is prohibited at Best Choice Roofing.

By signing below, you acknowledge that you have received a copy of Best Choice Roofing's Harassment Policy and Sexual Harassment Policy, and understand that it is your responsibility to read and comply with both policies and any revisions made to them.



Signature

4-21-17

Date

Tyler Woods

Print your full name

CODE OF BUSINESS ETHICS AND CONDUCT

AS AN EMPLOYEE OF BEST CHOICE ROOFING ("COMPANY"), you are required to read the Company's Code of Business Ethics and Conduct ("Code") and then complete and sign the attached Certificate of Compliance. You may also be periodically asked to re-affirm compliance with the Code, as the Company deems appropriate.

It is important that you respond honestly and completely to the statements that follow. When you respond, it is implied that you are answering for yourself and for any family member or relative.

If you, a family member or relative are not in compliance with any of the areas described below, attach an explanation of your situation. If you are not sure about how to interpret a statement, or question whether you are in compliance, contact the Legal Department.

Should future changes face you in conflict with the Code, you must immediately notify the Legal Department in writing of the conflict.

Conflicts of Interest

- 1) I have not accepted any financial compensation (e.g., salaries, fees, commission, rebates or monetary rewards) from anyone doing business with the Company, including franchisees, suppliers, distributors, cooperatives, contractors, consultants, or any third-party vendor. ☐ True (without exception) ☐ Other (explain)
- 2) I have not offered or received favors, or any preferential treatment from anyone doing business with the Company that may result in financial gain or that violate any law or the Code. ☐ True (without exception) ☐ Other (explain)
- 3) I have not received more than \$200 worth of gifts or entertainment (not including meals) in any 12-month period from a single business source or more than \$500 in a 12-month period from all combined sources. ☐ True (without exception) ☐ Other (explain)
- 4) I have not conducted Company business with a family member or relative, or with any business affiliated with a family member or relative. ☐ True (without exception) ☐ Other (explain)
- 5) I do not directly supervise or have a position that influences or controls any aspect of a family member's or significant other's employment (including, but not limited to, promotions, salary or discipline) with the Company. ☐ True (without exception) ☐ Other (explain)
- 6) I am not financially indebted to, and do not have any obligation to any competitors, vendors, suppliers, franchisees, distributors, joint venture partners, cooperatives, consultants, or other people or firms doing business with the Company. ☐ True (without exception) ☐ Other (explain)

7) I do not own any stock, or have any other ownership interests in a competitor or, or any firm having a financial relationship with, the Company or its affiliates except as permitted in the Code. ☐ True (without exception) ☐ Other (explain)

8) I have not, to the best of my knowledge, become involved in a conflict of interest in violation of the Code. ☐ True (without exception) ☐ Other (explain)

Confidentiality

1) I have not communicated any proprietary information of the Company, including, but not limited to, trade secrets, marketing strategies, products, technology, development plans, unpublished financial, personnel or salary data to any unapproved person or entity. ☐ True (without exception) ☐ Other (explain)

2) I have not received any confidential information about a competitor or anyone else in a matter that might violate the Code. ☐ True (without exception) ☐ Other (explain)

3) I have not exchanged so-called inside information with anyone outside the Company except as authorized by the Company's General Counsel. ☐ True (without exception) ☐ Other (explain)

4) I have not used inside information for personal gain. ☐ True (without exception) ☐ Other (explain)

Government Relations

- 1) I have not made any unauthorized political contributions on behalf of the Company, nor have I used Company property for personal political activities. ☐ True (without exception) ☐ Other (explain)
- 2) I have not lobbied on behalf of the Company, without advance approval, or lobbied for any personal issues while on Company time. ☐ True (without exception) ☐ Other (explain)
- 3) I have not violated any rules regarding government contracts, reporting investigations. ☐ True (without exception) ☐ Other (explain)
- 4) I have not made any payments to a government official or third party in violation of the Code. ☐ True (without exception) ☐ Other (explain)

Commercial Transactions & Competition

- 1) I have not engaged in any commercial agreement(s) which are not in accordance with Company guidelines or entered into any commercial agreement(s) beyond the level of my authority. ☐ True (without exception) ☐ Other (explain)

Accurate Records

- 1) I have reported all financial and other information accurately and promptly. ☐ True (without exception) ☐ Other (explain)

General

1) I have not violated any other section of the Code. ☐ True (without exception) ☐ Other (explain)

2) I have read and understand all Company policies regarding proper conduct and am complying with them. ☐ True (without exception) ☐ Other (explain)

Please attach a separate sheet if you need more space to explain an answer to any of the statements.

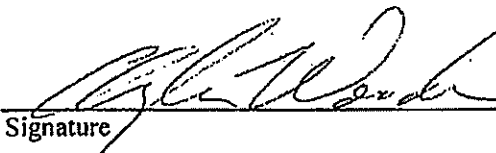
CODE OF BUSINESS ETHICS AND CONDUCT CERTIFICATE OF COMPLIANCE

Woods Tyler W
 Last Name (Please Print) First Name Middle Initial
Atlanta
 Department Name / Branch
615-72-9926
 Employee ID Number / Social Security Number

I acknowledge that I have received and read the Best Choice Roofing Code of Business Ethics and Conduct and that I have answered the statements completely and truthfully.

I agree to abide by the provisions of the Code while employed by the Company, and will not use any confidential or proprietary information after I leave the Company. I will notify the Legal Department, in writing, if something happens to change my answers to any of the statements in this Certificate or that places me in conflict with the Code.

I also understand that signing this Certificate and complying with the Code does not guarantee my continued employment or alter my status as an At-Will Employee.

 4-21-17
 Signature Date

Tyler Woods
 Print Name

Please return this Certificate as instructed by the Company.

NOTE: Incomplete Certificates will be returned to the employee for completions. In addition, the refusal to complete this Certificate could result in discipline which may include termination.

EXHIBIT 2

BUSCH, REED, JONES & LEEPER, P.C.

A PROFESSIONAL CORPORATION

Attorneys at Law

639 Whitlock Avenue
Marietta, Georgia 30064
TEL: (770) 424-1934
FAX: (770) 424-5205

James C. Busch (*Of Counsel*)
Chad K. Reed (*also admitted in NC and TN*)
M. Boyd Jones (*also admitted in AL*)
Jeffrey S. Leeper (*also admitted in FL and TX*)
Nicole A. Burgess-Busch
Cory C. Close
Jason D. Hergenroether
Philip C. Barnes
Ashley L. Yagla
Brent M. Kaufman
John K. Schultz
Lauren M. Wajzman
Diane M. Busch (*Of Counsel*)

Reply to: Brent M. Kaufman
bkaufman@buschreed.com

November 6, 2017

Premiere Roofing
10029 Broad River Road
Irmo, South Carolina 29063

Re: Restrictive Covenant Agreement with Best Choice Roofing and Tyler Woods

To Whom It May Concern:

My law firm represents Best Choice Roofing and it has come to my attention that a former employee of my client, Mr. Tyler Woods, is engaging in employment which is in direct violation of a Restrictive Covenant Agreement which he entered with my client on May 12, 2016.

The Agreement provides, among other provisions, that Mr. Woods "shall not directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by the Employer for a period of **ONE (1) year** and within **100 miles** from the present locations of the Employer's business."

It is my understanding that Mr. Woods began working with Premiere Roofing within days following his unexpected departure from Best Choice Roofing and that his work with Premiere Roofing is in direct violation of the terms of the aforementioned Restrictive Covenant Agreement. Best Choice Roofing is suffering substantial business losses and other damages and will continue to suffer these damages so long as Mr. Woods continues his wrongful conduct.

Best Choice Roofing hereby demands that Mr. Woods immediately cease and desist from further violation of this Agreement. Further, in the event that Premiere Roofing continues to allow Mr. Woods to perform work in any capacity henceforth, it will be deemed an active participant in this wrongful conduct, and will be subject to civil liability and damages. Additionally, to the extent that Mr. Woods has communicated any customers lists or any other business information

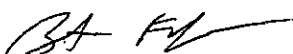
associated with his prior employment with Best Choice Roofing, my client demands that any such information be immediately reported to my office, with full details as to any communications which may have occurred through the use of that information.

I have been directed to immediately pursue legal action including, but not limited to, a Temporary Restraining Order and further injunctive relief against both Premiere Roofing and Mr. Woods in the event either or both refuse or fail to immediately cease and desist from this wrongful conduct and otherwise cooperate by providing information necessary to mitigate any further harm to my client. Additionally, the Agreement provides that the "Employee and the Company mutually agree that in the event of Employee's breach of this Section, the Company shall be entitled to liquidated damages of \$15,000.00." Per the Agreement, Mr. Woods must immediately make a payment of \$15,000.00 to Best Choice Roofing for his violation.

I urge you to respond immediately to this letter and directly take all action necessary to remedy this circumstance.

Very truly yours,

BUSCH, REED, JONES & LEEPER, P.C.



Brent M. Kaufman
For the firm

CC: Tyler Woods

EXHIBIT 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
	)	

PLAINTIFF’S RESPONSES TO DEFENDANT’S SECOND REQUESTS TO ADMIT

TO: NEKKI SHUTT, ESQ., COUNSEL FOR DEFENDANT TYLER WOODS:

COMES NOW, the Plaintiff Best Choice Roofing & Home Improvement, Inc. (hereinafter “Plaintiff”), by and through its undersigned counsel and pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, responds to Defendant’s Requests to Admit as follows:

REQUESTS TO ADMIT

1. Admit that Best Choice Roofing and Home Improvement, Inc. did not have an Augusta location on April 21, 2017.

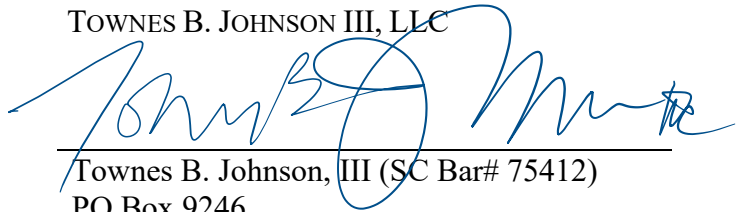
RESPONSE: Admitted.

2. Admit that Best Choice Roofing and Home Improvement, Inc. did not have a Charlotte, North Carolina location on April 21, 2017.

RESPONSE: Admitted.

Respectfully submitted this 14th of December, 2018.

TOWNES B. JOHNSON III, LLC



Townes B. Johnson, III (SC Bar# 75412)

PO Box 9246

Greenville, South Carolina 29604

PH: (864) 757-4899

tjohnson@sc.legal

Attorneys for Plaintiffs

Greenville, South Carolina

EXHIBIT 4

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
County of Richland	)	2018-CP-40-01318
	)	
BEST CHOICE ROOFING & HOME	)	
IMPROVEMENT,	)	
	)	
PLAINTIFF,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
TYLER WOODS,	)	
	)	
DEFENDANT,	)	

January 30, 2019
Columbia, South Carolina

BEFORE:

THE HONORABLE ROBERT E. HOOD, JUDGE.

APPEARANCES:

TOWNES B. JOHNSON, ESQ.
Attorney for the Plaintiff

NEKKI SHUTT, ESQ.
Attorney for the Defendant

KAREN AMBROZIAK
Official Court Reporter

C O N T E N T S

INDEX OF EXHIBITS:

(There were no exhibits introduced.)

INDEX OF WITNESSES:

(There were no witnesses called.)

1 THE COURT: Okay. All right. So we're on the record
2 in 2018-CP-40-3138, Best Choice Roofing vs. Tyler Woods.
3 Mr. Johnson is here for the plaintiff?

4 MR. JOHNSON: Yes, Your Honor.

5 THE COURT: All right.

6 MR. JOHNSON: My apologies. I had a little car issue
7 this morning.

8 THE COURT: I didn't even realize you were late, so
9 you didn't bother me in any way, shape, or form.

10 And Nekki Shutt?

11 MS. SHUTT: Yes, Your Honor.

12 THE COURT: Did I say that right?

13 MS. SHUTT: Yes.

14 THE COURT: All right.

15 MS. SHUTT: It's Necky like neck.

16 THE COURT: Necky, I'm sorry.

17 MS. SHUTT: That's very close, Your Honor.

18 THE COURT: I apologize. Okay. All right. So we
19 have plaintiff's motion to amend, a defendant's motion to
20 deem admitted, request for admission not responded, and a
21 defense motion for summary judgment; is that right?

22 MS. SHUTT: Well, Your Honor, I am withdrawing -- by
23 agreement, I am withdrawing the motion to deem admitted
24 the request to admit.

25 THE COURT: Okay.

1 MS. SHUTT: So we just have the two motions today.

2 THE COURT: All right. Let's do the motion to amend
3 first.

4 MR. JOHNSON: Thank you, Your Honor. May it please
5 the Court.

6 THE COURT: Yes, sir.

7 MR. JOHNSON: Townes Johnson on behalf of the
8 plaintiff, Best Choice Roofing.

9 Your Honor, this case was originally filed as a
10 straight breach of contract of an employment agreement
11 based on a liquidated damages provision, and this case was
12 referred to me through one of my classmates in law school
13 who was in Atlanta.

14 Some bad information was passed to him and that was
15 conveyed to me, and the complaint was drafted on those bad
16 facts, Your Honor.

17 Through discovery we have learned that those facts
18 have changed and -- Your Honor, some new circumstances
19 have come to light. Specifically -- and I'll give you a
20 little bit of background. Mr. Woods was an employee of
21 Best Choice Roofing in Tennessee. He agreed to move to
22 the Atlanta area to continue working for Best Choice
23 Roofing.

24 In conjunction with that, my clients advanced him
25 \$2,500 for living expenses and relocation fees and

1 whatnot. Mr. Woods stayed in Atlanta all of seven days
2 and then relocated here to South Carolina, Your Honor, and
3 through -- and anyway, and through the discovery process I
4 learned about this advance payment and the lack of
5 repayment thereof, and I learned that the claims under the
6 employment agreement no longer carried any weight, Your
7 Honor.

8 So this motion to amend drops the original breach of
9 contract cause of action, and it adds in causes of action
10 related to Mr. Woods' withholding of the 2500 and not
11 giving that back and -- and potential fraud,
12 misrepresentation and related to -- related to that
13 behavior, Your Honor. So that is the motion to amend.

14 You know, this -- so under 15 and the amendment is,
15 obviously, to conform to the proof, and that's Harvey vs.
16 Strickland, SE 2002, 385 SC 303 (phonetic) says should be
17 liberally allowed when prejudicing the opposing party will
18 not result.

19 And Your Honor, as you know, in Rule 15, prejudice
20 under Rule 15 is the lack of notice that the issue is
21 going to be tried and the lack of opportunity to refute
22 it.

23 Your Honor, we're still in the written discovery
24 phase of this litigation. We will have mediation
25 scheduled soon and potentially depositions, and so there

1 will be no prejudice to the defendants --

2 THE COURT: Okay.

3 MR. JOHNSON: -- in defending this cause of action.

4 THE COURT: All right. Hold on one second.

5 (Pause.)

6 All right. Do you want to be heard on the motion to
7 amend, Ms. Shutt?

8 MS. SHUTT: Yes, Your Honor, and it would be helpful
9 to be heard on the motion for summary judgment.

10 THE COURT: That's fine.

11 MS. SHUTT: Do you have the briefing I submitted, or
12 should I hand up a copy?

13 THE COURT: I do but if you have a copy --

14 MS. SHUTT: Certainly.

15 THE COURT: -- that would be helpful for me to read.
16 I have it all on the computer.

17 MS. SHUTT: My staff said summary judgment for the
18 judge, so that's the right copy.

19 THE COURT: They're smart.

20 MS. SHUTT: They're smart.

21 May it please the Court, Your Honor. My name is
22 Nekki Shutt. I represent Tyler Woods in this case. Tyler
23 is a 29 year old who has spent his entire life in the
24 roofing business. He worked for Best Choice since 2012 in
25 various states, and in 2017 they called him and said would

1 you come and work for us in Atlanta.

2 You know, basically the negotiation was yes, I'll
3 come but my wife is pregnant. We're very pregnant. We're
4 about to have a baby. We need a place to stay, so housing
5 was part of the deal.

6 There was a \$25 -- \$2,500 sign-on bonus. Tyler moved
7 from Tennessee to take this job. When he got there, he
8 was given the choice of a Motel-6 in a bad neighborhood or
9 staying in the room of another employee's house in -- you
10 know, in the outer rim of Atlanta neither of which were
11 acceptable for him and his new family.

12 He stayed -- I think it's two more -- between two and
13 three weeks there. That was an untenable situation. He
14 moved to Columbia where he had some family support.

15 Columbia is 183 miles from Atlanta. Best Choice was
16 not satisfied with the fact that he left, and so they sent
17 a cease and desist letter to his new employer. He got a
18 job with a roofing company here.

19 We sent a subpoena to them. They have shown in their
20 files that the only reason that Mr. Woods was terminated
21 was the cease and desist letter from Mr. Townes' client
22 saying that he was breaching a non-compete, and they
23 didn't want to get involved in that. So he lost his job
24 as his baby was about to be born.

25 Not satisfied with having caused him to lose his job,

1 they then filed this lawsuit in March of last year. I've
2 had repeated conversations with opposing counsel about
3 this being a groundless lawsuit. The employment agreement
4 clearly states that there is a non-compete, but you have
5 to be 100 miles away. It's 183 miles here.

6 We've done -- we've been forced to do a number --
7 we've done motions. We've had to compel every piece of
8 discovery we have gotten out of the plaintiffs. They
9 refused to submit to depositions.

10 They have -- when, you know, pressed on this issue
11 because we filed a counterclaim back. They filed a 505.
12 We did two sets for request to admit. Finally, the answer
13 came out of them after we, you know, moved to compel and
14 to deem them admitted was that they admitted that they
15 didn't have any offices within 100 miles. Nothing in
16 Charlotte, nothing in Augusta as they had previously
17 maintained to Judge Benjamin when we had our motion to
18 dismiss.

19 At that point, I said this is a baseless lawsuit.
20 This is a frivolous lawsuit. Let my client go. He is 29.
21 I -- I'm not being paid either, Your Honor. You know, he
22 gave me what he could, and I have had to stick with him
23 because I think he's right and I couldn't abandon the kid.

24 But once it was very clear that this was a baseless
25 lawsuit, and in 23 years that I've been doing this, I've

1 never seen a plaintiff behave this way, but they totally
2 abandoned all of the facts in their claim and in order to
3 avoid Frivolous Sanctions Proceeding Act, they have
4 totally created new facts and all of these new causes of
5 action.

6 So they have, in essence, abandoned all the previous
7 facts and the previous breach of contract cause of action
8 and now brought in these tort causes of action which is a
9 thinly veiled way to avoid liability with the Frivolous
10 Sanctions Proceeding Act.

11 I don't think -- we would ask the Court not to let
12 them amend. I mean, my client would definitely be
13 prejudiced. He is trying to pay a lawyer on an hourly
14 basis. We have engaged in written discovery, two sets of
15 requests to admit, two motion hearings. This is our third
16 motion hearing.

17 It would certainly prejudice him if he had to go back
18 and retread that ground on -- you know, and certainly, the
19 plaintiff has had an opportunity to assert these facts
20 before. I mean, they sent a cease and desist letter to my
21 client and to his new employer. They filed a lawsuit. I
22 filed a counterclaim. They filed a reply.

23 At no time did they mention this \$2,500 thing at all.
24 There is no piece of writing that they can show us that
25 says there was a contract that if, you know, your client

1 took the relocation fee that if he didn't stay more than a
2 day or didn't stay more than a week or more than a month
3 or more than a year he had to pay any of it back.

4 He showed up there in good faith, did not get what he
5 was promised, had a family to feed and a new baby on the
6 way and, you know, moved where he had some family support.

7 So now to let them amend, you know, almost a year
8 later would be patently unjust, Your Honor, and is not
9 what Rule 15 allows. Rule 15 allows you to look at the
10 facts and circumstances and justice and we're prejudiced.

11 Certainly, this -- this client who is trying to pay
12 me hourly to defend him, defend brand new allegations,
13 would not -- you know, would certainly be prejudiced, and
14 it is untrue that he would not be.

15 So we have a dueling motion for summary judgment,
16 Your Honor. The summary judgment and the motion to amend
17 were filed about the same time. You know, we've asked for
18 summary judgment on their claim on their first lawsuit
19 altogether.

20 THE COURT: The breach of contract?

21 MS. SHUTT: Yeah.

22 THE COURT: Okay.

23 MS. SHUTT: And I mean, they've abandoned that. I
24 don't know that Mr. Townes is going to -- Mr. Johnson,
25 sorry, Mr. Johnson is going to fight that at all.

1 MR. JOHNSON: No, Your Honor. That was part of
2 the -- I had bad information. I did. As it related -- I
3 was told that there was an office in Augusta at the time
4 that Mr. Woods was employed.

5 My understanding is the Atlanta law firm was told
6 that same information, and the letter that they sent to
7 Mr. Woods' employer was based on that information, as
8 well.

9 You know, Your Honor, as it relates to this, what
10 Ms. Shutt calls a relocation fee, there is a big dispute
11 about that. The checks themselves say draw on them, and
12 it was not a relocation fee of any sort.

13 It was -- it was to help him get established in
14 Atlanta, and he just took the money and moved to Columbia.
15 But there's a huge disagreement of the facts on that side
16 of it.

17 THE COURT: All right.

18 MS. SHUTT: I don't think we disagree at all as far
19 as our discovery. It's clear that he started on -- he
20 received this, this \$2,500 for moving expenses,
21 relocation, whatever is a draw, whatever it was on
22 April 14th, 2017.

23 His first day at work was 4/17/2017 in Atlanta, and
24 his last day was the 29th. So I mean, he worked two weeks
25 there, and there was -- I mean, there is no piece of paper

1 the plaintiff can offer to say that he had to pay anything
2 back. I mean, this is all souped up to avoid some type of
3 liability.

4 MR. JOHNSON: Well, Your Honor, and I adamantly
5 disagree with that, but that's -- that's neither here nor
6 there. I mean, actually it needs to be flushed out in
7 litigation. That's the whole point of getting to the
8 actual facts of what transpired. I don't think those
9 dates are accurate.

10 One of the checks was written, I believe, April 21st.
11 I think the other one was written April 19th. So you
12 know, I don't think that those dates are accurate as far
13 as when the checks were deposited or I think written by my
14 client, Your Honor.

15 But as far as the initial complaint, as soon as I
16 learned that they did not have a location as I was
17 previously told in Augusta, I moved to amend to drop the
18 claim. I think that's what a reasonable attorney in that
19 situation would do. Ms. Shutt filed summary judgment a
20 couple days thereafter, Your Honor.

21 As far as the Frivolous Proceedings Act, you know --

22 THE COURT: That's not even before me at this point
23 in time, so you don't -- I'm -- I don't -- I don't have
24 any impression that you did anything wrong, Mr. Johnson.
25 So you don't need to worry about that with me.

1 Clients sometimes give bad information to lawyers,
2 and they turn the facts into situations that are more
3 beneficial to them. So I'm not saying you did anything
4 wrong.

5 The issue before me at this point in time is the
6 motion to amend.

7 Does anybody else want to be heard on the motion to
8 amend?

9 MR. JOHNSON: Well, and quickly I would just say that
10 the prejudice of additional attorneys fees is not the
11 prejudice that's involved in Rule 15.

12 Rule 15 is very clear that the prejudice involved is
13 lack of notice and the lack of opportunity to review, and
14 in this case especially since we haven't done depositions
15 we're not on the trial docket as far as I know. I mean,
16 there can't be any prejudice under Rule 15.

17 THE COURT: When was the case filed? That's the one
18 question that I --

19 MR. JOHNSON: March 1st.

20 THE COURT: Of 2018?

21 MR. JOHNSON: Yes, sir.

22 THE COURT: Okay. All right.

23 Anything else, Ms. Shutt?

24 MS. SHUTT: Yes, Your Honor. I have to disagree with
25 Mr. Johnson on prejudice.

1 So, you know, prejudice means lack of notice. Lack
2 of notice, if he was filed -- this was filed in March
3 of 2018, there is not one sentence or one word about this
4 in that complaint.

5 That -- this did not appear at all until their
6 original claim totally evaporated, and it only evaporated
7 because I kept filing motions to compel because I was not
8 getting answers out of them.

9 And the only reason we didn't have depositions so far
10 is because they have not -- they have refused to give me
11 dates. We are past due for doing mediation, and they have
12 refused, refused, to come to mediation.

13 Frankly, Your Honor, I don't want my client to have
14 to spend more time, more time and resources on any of
15 that. He is entitled to be -- let go. He has not had
16 notice of this, so amending the pleadings, you know, ten
17 months after you filed them to try to rescue something is
18 not notice.

19 THE COURT: Okay. All right.

20 MS. SHUTT: Thank you.

21 THE COURT: All right. I'll let you all know by the
22 end of week. You'll get an email from my clerk with my
23 ruling in it, and then we'll get the proposed orders and
24 get it knocked out.

25 MS. SHUTT: Okay. Thank you, Your Honor.

1 THE COURT: Thank you both very much.

2 MR. JOHNSON: Thank you, Judge.

3 (Whereupon, the proceedings were concluded.)
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CERTIFICATE OF REPORTER:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Karen Ambroziak, Official Court Reporter for the
5th Judicial Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate and
complete Transcript of Record of the proceedings had and
evidence introduced in the trial of the captioned case,
relative to appeal, in the Court of Common Pleas for
Richland County, South Carolina, on the 30th day of
January, 2019.

March 8, 2019

Karen Ambroziak

Karen Ambroziak, RPR
Circuit Court Reporter

EXHIBIT 5

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
	)	

PLAINTIFF'S RESPONSES TO DEFENDANT'S REQUESTS TO ADMIT

TO: NEKKI SHUTT, ESQ., COUNSEL FOR DEFENDANT TYLER WOODS:

COMES NOW, the Plaintiff Best Choice Roofing & Home Improvement, Inc. (hereinafter "Plaintiff"), by and through its undersigned counsel and pursuant to Rule 36 of the South Carolina Rules of Civil Procedure, responds to Defendant's Requests to Admit as follows:

REQUESTS TO ADMIT

1. Admit that Plaintiff or its lawyer drafted the Employment Agreement which is attached to the Complaint as Exhibit A.

RESPONSE: Plaintiff admits that the Employment Agreement is Plaintiff's document and that an agent of Plaintiff drafted the Employment Agreement.

2. Admit that during the time period between April 17, 2017 through April 29, 2017, Defendant did not work for Plaintiff within 100 miles of Columbia, South Carolina.

RESPONSE: Admitted.

3. Admit that the term "present location[s]" is not defined in the Employment Agreement which is attached to the Complaint as Exhibit A.

RESPONSE: Plaintiff craves reference to the terms of the written agreement between the parties.

4. Admit that Defendant has performed work for Plaintiff at other locations prior to April 2017 and that none of those locations were within 100 miles of Columbia, South Carolina.

RESPONSE: Admitted.

5. Admit that Defendant has never worked for Plaintiff in the state of South Carolina.

RESPONSE: Admitted.

6. Admit that Defendant began work for Plaintiff in the Atlanta; Georgia area on April 17, 2017.

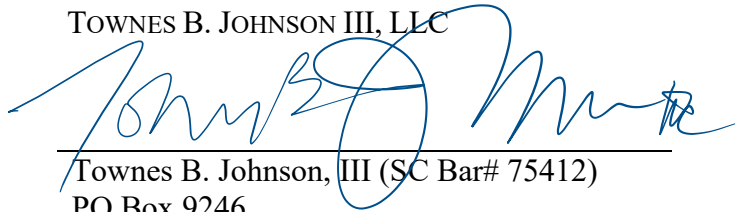
RESPONSE: Admitted.

7. Admit that Plaintiff asked Defendant to execute the Employment Agreement on April 21, 2017.

RESPONSE: Plaintiff admits that Woods executed the Employment Agreement attached to the Complaint as Exhibit A on April 21, 2017.

Respectfully submitted this 13th of December, 2018.

TOWNES B. JOHNSON III, LLC



Townes B. Johnson, III (SC Bar# 75412)

PO Box 9246

Greenville, South Carolina 29604

PH: (864) 757-4899

tjohnson@sc.legal

Attorneys for Plaintiffs

Greenville, South Carolina

EXHIBIT 6

STATE OF SOUTH CAROLINA	)	IN THE IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	Civil Action No. 2018-cp-40-01318
	)	
Plaintiff,	)	AFFIDAVIT OF TYLER WOODS
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendants.	)	
_____	)	

PERSONALLY appeared before me Tyler Woods, who, after being duly sworn, deposes and states the following:

1. My name is Tyler Woods. I am older than twenty-one years of age. The statements in this Affidavit are based upon my own personal knowledge.
2. I am married, and I have a child that is a year and 11 months.
3. I worked in the roofing industry for ten years. It is the only industry I have worked in since I was twenty-years-old. I worked my way up from being a roofing salesman to the position of general manager. Working in the roofing industry my income could range from \$70,000 to \$110,000 annually, most recently.
4. My compensation package at Best Choice was \$10,800 per month plus the bonus package that is determined by a percentage of sales. I was also issued an advance of \$2,500. My last full year at Best Choice, I grossed about \$110,000.
5. When I was employed with Premier Roofing, LLC, I was on track to make \$80,000 annually. I was making \$2,500 a month, plus commission and sales.
6. On November 28, 2017, my employment with Premier was terminated

before I could work a whole year due solely to the cease and desist letter sent by Best Choice Roofing & Home Improvement, Inc.

7. Since the termination of my employment with Premier, I have been unable to work in the roofing industry due to Best Choice's assertion that I was breaching the non-compete provision of the Employment Agreement. Best Choice's April 2018 lawsuit put a cloud over my name and reputation that kept me from working in the roofing industry in South Carolina. I applied to work at multiple roofing companies but was rejected.

8. I have also incurred medical bills that are directly connected to being unemployed. I have been hospitalized and I regularly see a doctor.

9. For the last year and six months, I struggled to find employment in the roofing industry due to litigation with Best Choice. I am currently working as a cook in a restaurant and a laborer with a construction company. I have been working as a cook for about a month and started with the construction company on May 23, 2019. With the two jobs combined, I make \$10 an hour at the restaurant and \$150 a day at the construction company, which is about \$35,000 to \$40,000 annually depending upon my hours.

10. By my calculations, since November 28, 2017:

- a) I have lost wages in the amount of \$120,000 since I was terminated by Premier until my employment as a cook.
- b) I have incurred \$10,000 being hospitalized and \$508 for consultation.

c) I have seen a doctor for six months at \$150 biweekly totaling \$1,800 and another doctor for four months at \$100 a week totaling \$1,600. These totals do not include the cost of prescriptions.

d) I have incurred attorney's fees and costs totaling \$27,737.97.

In the last eighteen months, since I was terminated from Premier until the present I have lost \$161,645.97.

FURTHER AFFIANT SAYETH NAUGHT.



Tyler Woods

SWORN to and subscribed before me,
this 28th day of May, 2019

Maya J. Weeks (L.S.)

Notary Public for South Carolina

My commission expires: October 25, 2027.

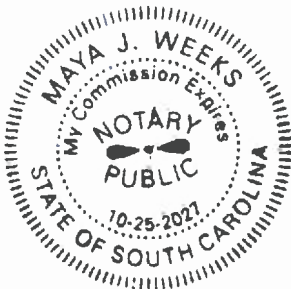


EXHIBIT 7

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v,

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS
OF THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**AFFIDAVIT OF RECORDS CUSTODIAN
FOR PREMIERE ROOFING COMPANY**

1. My name is Miller Robinson
2. I am over the age of eighteen (18) years.
3. I am employed by Premiere Roofing Company. in the position of owner

4. As the owner of Premiere Roofing Company, I am authorized to certify records from Premiere Roofing Company.

5. I hereby certify that the attached documents, being provided to Burnette Shutt & McDaniel, PA pursuant to a subpoena, are true, correct, and complete copies of the original documents from Premiere Roofing Company.

6. I further certify that no documents have been omitted or altered in any way.

FURTHER AFFIANT SAYETH NOT.

Sworn to and subscribed before me
this 21 day of September, 2018

Leslie Robinson
Notary for the State of South Carolina

My Commission Expires: 7/22/24



EXHIBIT 8



10029 Broad River Road
Irmo, S.C. 29063
(803) 732-3322

11/28/2017

Tyler Woods has been terminated from Premiere Roofing because we received a letter from Best Choice Roofing of a Restrictive Covenant Agreement that we were not made aware of from Tyler.

We discussed this with Tyler to let him know this was the reason that he was terminated. He stated to us that he did not make us aware of this agreement when we hired him.

EXHIBIT 9

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C/A No.: 2018-CP-40-01318
	)	
Plaintiff,	)	AFFIDAVIT OF NEKKI SHUTT
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
	)	

PERSONALLY appeared before me Nekki Shutt, who, after being duly sworn, deposes and states the following:

1. My name is Nekki Shutt. I am older than eighteen years of age. The statements in this Affidavit are based upon my own personal knowledge.
2. I am the counsel for Defendant in the above-captioned case.
3. I am an attorney in good standing and have been licensed to practice law by the State of South Carolina since May 1995. I also am admitted to practice before the United States District Court for the District of South Carolina, the United States Court of Appeals for the Fourth Circuit, and the United States Supreme Court.
4. I am in private practice at the law firm of Burnette Shutt & McDaniel, PA in Columbia, South Carolina.
5. Previously, I was with the law firm of Callison Tighe & Robinson, LLC in Columbia, South Carolina from 2000 to 2017, having been a partner since January 2002. From 1993 to March 2000, I was employed by the law firm of Baker, Barwick, Ravenel &

Bender, LLP, first as a law clerk and then as an associate upon passing the bar exam being sworn in.

6. I have engaged in the full-time practice of law since my admission to the Bar in 1995.

7. In addition to practicing law, I served as an adjunct professor at the University of South Carolina School of Law from 2001 through 2005. I taught a social justice, perspective class entitled "Gender, Sexuality, Race, Disability, Poverty, and the Law," and alternatively titled, "Diversity in the Law."

8. Prior to entering law school, I worked for five years in the human resources department of a regional property and casualty insurance company, the Seibels Bruce Insurance Companies.

9. In law school, I served on and ultimately chaired the student Honor Council.

10. Since entering private practice in November 1995, I have concentrated my efforts in ERISA litigation, employment litigation, civil litigation, and civil rights litigation.

11. Some examples of seminars at which I have lectured include the following forums: the South Carolina Broadcasters Association annual meeting in 1999; the Council on Education in Management's Personnel Laws in South Carolina 2002 update; the South Carolina Bar Convention's Labor and Employment Law Update 2004, 2009, 2014, 2018; the NC/SC Labor and Employment Law Program and Annual Meeting, 2006, 2009, and 2012; the Columbia Society for Human Resources Professionals, 2006, 2007, 2009, 2010, 2011, 2013, and 2014; the Association of South Carolina Claimant Attorney's for Workers' Compensation, 2007 and 2009; the Palmetto Paralegal Association 2010 and 2014; the South Carolina Credit Union League Human Resources Conference 2013;

South Carolina Bar Convention, Employment and Labor Law Section, 2016; South Carolina Bar Essentials Series, 2015 to present; U.S. Equal Employment Opportunity seminar, 2016; South Carolina Probate Judges and Staff seminar, 2017; South Carolina Federal Bar Association and the American Bar Association National Conference of Federal Trial Judges joint seminar, 2018; and South Carolina Association for Justice, 2018.

12. In 2005, I received the James L. Petigru Compleat Lawyer Award, Silver Medallion.

13. In 2010, I was the Chairperson of the Employment and Labor Law Section of the South Carolina Bar. I continue to serve on that Section's governing board.

14. In July 2011, the South Carolina Supreme Court certified me as an Employment and Labor Law Specialist.

15. Attached is a detailed summary of the time I have spent on this case from May 21, 2018, through the date of this Affidavit. I have spent 80.40 hours of time in connection with this case through March 30, 2022. I reviewed all of the time I expended and eliminated any time that was duplicative, or which may have been non-legal tasks. I believe that the time recorded on the attached summary is reasonable and was necessary in the prosecution of this case

16. As a partner at Burnette Shutt & McDaniel, PA, I performed work on this matter at a rate of \$300 per hour from May 21, 2018.

17. Attached to this affidavit as **Attachment 1** is a detailed summary of the our law firm expended in connection with this case. We have been very careful to keep the expenses in this case as low as possible. I believe that the expenses are reasonable and

were necessary in the prosecution of this case. These records are maintained by Burnette Shutt & McDaniel, PA under my supervision and were prepared contemporaneously with the work performed. The total amount of costs incurred by this firm in relation to Defendant's claims between May 21, 2018 through March 30, 2022, is \$1,224.55.

18. Associate attorneys billed at a rate of \$175.00 and \$200.00 per hour on this matter. Paralegals and law clerks billed at rates of \$115, \$125, and \$135 per hour, respectively, for work they performed in this matter. Our firm's courier bills \$30 per hour. The foregoing rates are my firm's normal, ordinary, and customary rates.

19. I have personally reviewed the billing statement of my firm, which lists the number of hours that my staff and I have spent on this case to date. All of these hours were necessarily spent in preparation and trial of this matter. All hours listed were contemporaneously kept and recorded by us on the days listed.

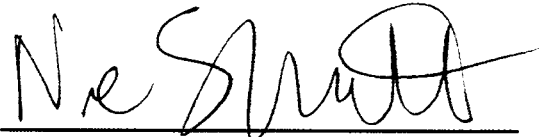
20. I am attaching, as **Attachment 2** to this Affidavit, a statement that lists the summary of the total daily time records related to Defendant's claims and summarizes the costs and expenses incurred by Burnette Shutt & McDaniel, PA under my supervision and were prepared contemporaneously with the work performed.

21. The total amount of attorneys' fees and costs incurred by this firm in relation to Defendant's claims between May 21, 2018 through March 30, 2022, is \$63,033.55. These fees were determined by multiplying the appropriate hourly rates by each individual's total number of hours worked on matters related to the Defendant's claims.

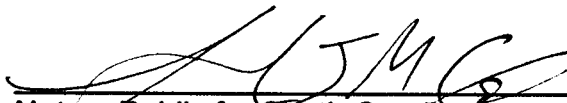
22. The South Carolina Court of Appeals has issued its Order for Costs granting certain costs of the appeal in this matter to Defendant in the amount of \$2,502.70.

23. The foregoing fees and costs are customarily charged to my clients and were necessarily incurred in this case on behalf of the Defendant.

FURTHER AFFIANT SAYETH NAUGHT.


Nekki Shutt

SWORN to and subscribed before me,
This 30 day of March 2022


Notary Public for South Carolina (L.S.)

My commission expires: 12-16-2023

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No.: 2018-CP-40-01318

**ATTACHMENT 1
CALCULATION OF COSTS**

Description	Price
Postage	\$1.21
E101 Copying 20 @ \$0.10	\$2.00
Postage	\$0.47
E101 Copying 4 @ \$0.10	\$0.40
Postage	\$0.47
Postage Certified mail, return receipt requested.	\$8.17
Postage	\$1.36
Postage	\$0.94
E101 Copying 28 @ \$0.10	\$2.80
Filing Fees	\$31.74
Postage	\$1.63
Postage	\$0.94
Postage	\$8.38
Postage	\$1.36
Copying 28 @ \$0.10	\$2.80
Copying 188 @ \$0.10	\$18.80
Copying 8 @ \$0.10	\$0.80
Postage	\$3.31
Postage	\$0.68
Filing fee for Motion to Deem Admitted Requests for Admission not Responded to by Plaintiff.	\$31.74
Copying 3 @ \$0.10	\$0.30
SC Judicial Filing Fee (Motion for Continuance)	\$31.74
Copying 2 @ \$0.10	\$0.20
Postage	\$0.47

Copying 298 @ \$0.10	\$29.80
Copying 3 @ \$0.10	\$0.30
Copying 12 @ \$0.10	\$1.20
Karen Ambroziak Circuit Court Reporter	\$68.00
Motion for Continuance filing fee	\$31.74
SC Judicial Filing Fee (Motion for Continuance)	\$31.74
Richland County Court House electronic filing fee for Defendant Memo in Support of Damages Award.	\$31.74
Filing fee for Defendant's Reviewed Notice of Motion and Motion for Summary Judgment.	\$31.74
Postage	\$1.50
Palmetto Counseling Associates request for medical records	\$41.37
Medical records from (MRO) Lexington Medical Center.	\$119.03
Online research - Pacer November	\$0.11
Postage	\$5.60
Filing fee to SC Court of Appeals	\$50.00
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Mileage to Clock-in Motion at the SC Court of Appeals.	\$1.15
Online research - Westlaw January	\$21.39
Postage	\$0.68
Take document to and file with SC Court of Appeals.	\$30.00
Mileage to take document to and file with SC Court of Appeals.	\$2.30
Copying 53 @ \$0.15	\$7.95
Online research - Westlaw March	\$203.10
Copying 20 @ \$0.15	\$2.00
Copying 4 @ \$0.15	\$0.40
Online research - Westlaw April	\$263.27
Copying 18 @ \$0.10	\$1.80
Postage	\$0.51
Courier delivery to SC Court of Appeals	\$30.00
Courier mileage for delivery to SC Court of Appeals	\$1.12
SC Court of Appeals Motion filing fee	\$50.00
Copying 7 @ \$0.15	\$1.05
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Total Costs: \$1,224.55

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C/A No.: 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
	)	

**ATTACHMENT 2
CALCULATION OF FEES**

The following are timekeepers that incurred time in this case:

Timekeeper	Title	Hours	Rate	Total
Nekki Shutt	Partner	80.4	\$300.00	\$24,120.00
Grant Burnette LeFever	Associate Attorney	0.3	\$175.00	\$52.50
Sarah J.M. Cox	Associate Attorney	12.2	\$200.00	\$2,440.00
Sarah J.M. Cox	Associate Attorney	79.6	\$175.00	\$13,930.00
Sarah J.M. Cox	Law Clerk	6.1	\$125.00	\$762.50
Traci Wolfe	Paralegal	46.3	\$115.00	\$5,324.50
Traci Wolfe	Paralegal	12.6	\$125.00	\$1,575.00
Traci Wolfe	Paralegal	0.7	\$135.00	\$94.50
Jason Williamson	Paralegal	0.4	\$115.00	\$46.00
Jason Williamson	Paralegal	2.2	\$125.00	\$225.00
Amy Abercrombie	Paralegal	2.3	\$125.00	\$287.50
Johnna Menke	Law Clerk	59.8	\$125.00	\$7,475.00
Maya Weeks	Law Clerk	45.7	\$125.00	\$5774.50
Courier	BSM Courier	0.4	\$30.00	\$12.00

Total Billable Hours: 348.6

Overall Total: \$62,339.00

EXHIBIT 9

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C/A No.: 2018-CP-40-01318
	)	
	)	
Plaintiff,	)	AFFIDAVIT OF NEKKI SHUTT
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
	)	

PERSONALLY appeared before me Nekki Shutt, who, after being duly sworn, deposes and states the following:

1. My name is Nekki Shutt. I am older than eighteen years of age. The statements in this Affidavit are based upon my own personal knowledge.
2. I am the counsel for Defendant in the above-captioned case.
3. I am an attorney in good standing and have been licensed to practice law by the State of South Carolina since May 1995. I also am admitted to practice before the United States District Court for the District of South Carolina, the United States Court of Appeals for the Fourth Circuit, and the United States Supreme Court.
4. I am in private practice at the law firm of Burnette Shutt & McDaniel, PA in Columbia, South Carolina.
5. Previously, I was with the law firm of Callison Tighe & Robinson, LLC in Columbia, South Carolina from 2000 to 2017, having been a partner since January 2002. From 1993 to March 2000, I was employed by the law firm of Baker, Barwick, Ravenel &

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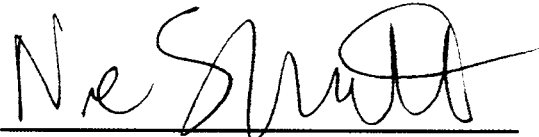
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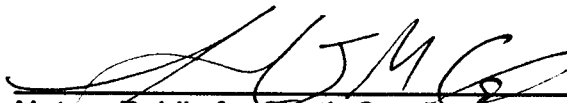
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FURTHER AFFIANT SAYETH NAUGHT.


Nekki Shutt

SWORN to and subscribed before me,
This 30 day of March 2022


Notary Public for South Carolina (L.S.)

My commission expires: 12-16-2023

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No.: 2018-CP-40-01318

**ATTACHMENT 1
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Total Costs: \$1,224.55

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C/A No.: 2018-CP-40-01318
	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
Tyler Woods,	)	
	)	
	)	
Defendant.	)	
	)	

**ATTACHMENT 2
CALCULATION OF FEES**

The following are timekeepers that incurred time in this case:

Timekeeper	Title	Hours	Rate	Total
Nekki Shutt	Partner	80.4	\$300.00	\$24,120.00
Grant Burnette LeFever	Associate Attorney	0.3	\$175.00	\$52.50
Sarah J.M. Cox	Associate Attorney	12.2	\$200.00	\$2,440.00
Sarah J.M. Cox	Associate Attorney	79.6	\$175.00	\$13,930.00
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Maya Weeks	Law Clerk	45.7	\$125.00	\$5774.50
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Total Billable Hours: 348.6

Overall Total: \$62,339.00

EXHIBIT 15

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**ORDER GRANTING SUMMARY
JUDGMENT AGAINST PLAINTIFF AS
TO THE COUNTERCLAIMS**

This matter came before the Court on one motion: (1) the motion of Defendant Tyler Woods (Defendant) for entry of summary judgment and damages pursuant to Rule 56(a)-(b), SCRCF, against Plaintiff Best Choice Roofing & Home Improvement, Inc. (Plaintiff). A hearing was held on April 4, 2022. Present was defense counsel Nekki Shutt, Esq. and Sarah J.M. Cox, Esq. and Plaintiff's counsel Townes Johnson, Esq.

Having fully considered all admitted evidence, memoranda of law, as well as oral and written argument presented to the Court, Defendant's motion for summary judgment as to the counterclaims is granted.

Based upon the pleadings and evidence, I find as follows:

1. Defendant did not work within 100 miles of the location where he worked for Plaintiff when Plaintiff sent a cease-and-desist letter to Defendant's South Carolina employer or when Plaintiffs filed its Complaint against Defendant.
2. Defendant, accordingly, did not breach the non-competition provision, Section 9, of said employment agreement with Plaintiff.

3. Yet, Plaintiff sent a cease-and-desist letter on November 30, 2017, to Defendant's South Carolina employer, Premier Roofing, on the unfounded grounds that Defendant violated his employment agreement with Plaintiff.
4. Plaintiff's claim that Defendant breached the non-competition provision of the employment agreement was not grounded in fact or law.
5. There is overwhelming, uncontested evidence that Defendant did not breach the non-competition provision of his employment contract with Plaintiff.
6. Defendant is entitled to summary judgment under Rule 56, SCRCP as to the Counterclaims as there is not even a scintilla of evidence in favor of Plaintiff.

Based upon the foregoing and for good cause shown,

IT IS ORDERED that the Clerk of Court shall enter Summary Judgment in favor of Defendant against Plaintiff as to the Counterclaims.

IT IS SO ORDERED.

The Honorable L. Casey Manning
Presiding Judge
Fifth Judicial Circuit

_____, 2022

_____, South Carolina



Richland Common Pleas

Case Caption: Best Choice Roofing & Home Improvement Inc vs Tyler Woods

Case Number: 2018CP4001318

Type: Order/Summary Judgment

So Ordered

s/L. Casey Manning, 2061

EXHIBIT 16

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No.: 2018-CP-40-01318

**ORDER DENYING PLAINTIFF'S
MOTION TO ALTER OR AMEND
JUDGMENT**

This matter came before the Court on the motion of Plaintiff Best Choice Roofing & Home Improvement, Inc.'s ("Best Choice") Motion to Alter or Amend filed May 6, 2022. On April 28, 2022, this Court issued its Order Granting Summary Judgment Against Plaintiff as to the Counterclaims. On May 6, 2022, Best Choice filed a Motion to Alter or Amend this Court's April 28, 2022, Order.

Having carefully considered all admitted evidence and memoranda of law, Plaintiff's motion to alter or amend this Court's April 27, 2022 Order granting Summary Judgment on Defendant's Counterclaims is **DENIED**.

IT IS SO ORDERED.

 The Honorable Casey L. Manning
 Presiding Judge
 Fifth Judicial Circuit

July 28th, 2022
Columbia, South Carolina

EXHIBIT 17

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

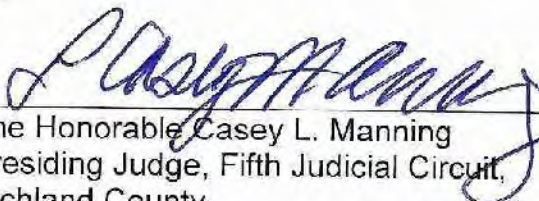
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No.: 2018-CP-40-01318

**CONSENT ORDER OF REFERENCE
TO MASTER-IN-EQUITY**

Upon motion of the parties, to issue an Order of Reference, referring this proceeding to the Honorable Joseph M. Strickland, Master-In-Equity for Richland County, for the limited purpose of receiving evidence, making determinations, and issuing final orders with regard to any remedy sought by Defendant in this action.

IT IS SO ORDERED that this matter be referred to the Honorable Joseph M. Strickland, Master-In-Equity for Richland County.


 The Honorable Casey L. Manning
 Presiding Judge, Fifth Judicial Circuit,
 Richland County

November
~~October~~ 1st, 2022

vle

Columbia, SC



Richland Common Pleas

Case Caption: Best Choice Roofing & Home Improvement Inc vs Tyler Woods

Case Number: 2018CP4001318

Type: Order/Referred to Master or Special Referee

So Ordered

s/L. Casey Manning, 2061

EXHIBIT 18

STATE OF SOUTH CAROLINA

)

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

)

FOR THE FIFTH JUDICIAL CIRCUIT

Best Choice Roofing & Home
Improvement, Inc.,

)

C/A No.: 2018-CP-40-01318

)

Plaintiff,

)

ORDER AS TO DAMAGES

)

v.

)

Tyler Woods,

)

)

Defendant.

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This matter came before the Court on the motion of Defendant Tyler Woods ("Woods" or "Defendant") for a damages award against Plaintiff Best Choice Roofing & Home Improvement, Inc. ("Best Choice" or "Plaintiff"). Summary judgment has already been entered against Plaintiff on Plaintiff's claims and against Plaintiff on Defendant's counterclaims. (Orders, March 30, 2019, and April 28, 2022.) The Court found Plaintiff liable to Defendant under South Carolina tort law (intentional interference with a contract) and for violation of the South Carolina Frivolous Civil Proceedings Sanctions Act. A hearing on damages was held on January 25, 2023. Present were defense counsel Nekki Shutt, Esq. and Sarah J.M. Cox, Esq. and Plaintiff's counsel Townes Johnson, Esq. Also present was Defendant Tyler Woods and his wife. No representative of Best Choice attended the damages hearing.

Having fully considered all admitted evidence as well as oral and written argument presented to the Court, this Court awards Defendant Tyler Woods damages in the amount of \$4,851,235.73 and the additional remedies outlined herein below.

FACTS AND RELEVANT PROCEDURAL HISTORY

Defendant Woods is a 29-year-old male who spent 10 years after high school working in the roofing industry. Best Choice is a roofing services company with locations throughout the southeastern and midwestern United States. Woods had worked with Best Choice for four years previously in Kentucky, Virginia, Indiana, and Tennessee. He had just voluntarily left employment with Best Choice in Hendersonville, Tennessee when Best Choice recruited him to come work in its Atlanta, Georgia office. On or about April 17, 2017, Woods moved to Atlanta and began working as a sales manager for Best Choice's Marietta, Georgia location. Best Choice promised Woods compensation and family housing as he had a baby due at the time. Rather than provide family-appropriate housing, Best Choice first put Woods in a Motel 6 and then offered him a room in a bachelor's pad in the suburbs shared with other male co-workers.

 On April 21, 2017, Best Choice asked Woods to sign an Employment Agreement to continue his employment with Best Choice. Section 9 of the Employment Agreement, a Non-Competition and Confidentiality Clause, provided that Woods was not allowed to "directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner" with a business similar to Best Choice "for a period of ONE (1) year and within 100 miles from *the present location* of employer's business." Violation of the non-competition clause could result in the payment of \$15,000 in liquidated damages. Section 4 of the Employment Agreement further provided that the responsibilities and duties granted to Woods under the agreement would be rendered in Marietta, Georgia, and Section 10 of the agreement provided that Woods' employment for Best Choice was at-will. Finally, Section 18 of the Agreement states that litigation

resulting from the agreement would allow the prevailing party in such litigation to be awarded attorneys' fees and court costs.

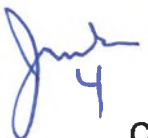
Following Best Choice's failure to provide family housing for Woods, as promised. Woods resigned from Best Choice on or about April 29, 2017. Woods then moved to Columbia, South Carolina. Shortly thereafter, Woods began working with Premiere Roofing, LLC ("Premiere") in Irmo, South Carolina. Premiere provides roofing services in the Midlands of South Carolina. Irmo, South Carolina is about 193 miles from Best Choice's location in Marietta, Georgia.

On or about November 6, 2017, Best Choice notified Premiere via a cease-and-desist letter that Woods was in violation of the non-competition clause of his Employment Agreement with Best Choice and threatened to sue Premiere if the company did not terminate Woods. It is undisputed that solely because of the cease-and-desist letter, Premiere terminated Woods' employment on November 20, 2017.

Just as the alleged non-compete was set to expire, Best Choice filed suit against Woods here in South Carolina on March 8, 2018, alleged breach of the non-competition clause in the amount stipulated by the liquidated damages provision of the Employment Agreement and other damages. (Compl.) Woods filed an Answer and Counterclaim, which contained counterclaims alleging Best Choice's intentional interference with a business relationship and violation of South Carolina Frivolous Civil Proceedings Sanctions Act ("SCFCPSA"), § 15-36-10, et seq. (Answer and Countercl.) On December 14, 2018, Best Choice admitted to Woods that the company did not have an Augusta, Georgia location, nor a Charlotte, North Carolina location, on the date Woods signed the Employment Agreement. As such, Best Choice had no location within 100 hundred miles

of Woods' employer in Irmo, South Carolina on the date Woods signed the Employment Agreement. (D. Exs. 3-4, Best Choice Resp. to D 1st RTA and 2nd RTA.)

Best Choice has perpetually continued to litigate against Woods for almost five years despite South Carolina court's ruling that its claim is frivolous. On December 17, 2018, nine months after filing its Complaint, Best Choice moved to amend its original complaint against Woods. Therein, Best Choice requested to withdraw and completely abandon its breach of contract claim and instead assert previously unidentified claims of fraud, negligent misrepresentation, conversion, breach of fiduciary duties, and violation of the South Carolina Unfair Trade Practices Act ("SCUTPA") against Woods in connection to money Best Choice advanced to Woods for "relocation expense[s]". It was clear that Best Choice conceded its original claim that Woods breached the non-competition provision of his Employment Agreement.

 On January 30, 2019, the Court heard Best Choice's Motion to Amend the Complaint and Woods's Motions for Summary Judgment and Motion to Deem Admitted Discovery Requests Not Responded To. (Tr. of Hr'g held Jan. 30, 2019, attached as Ex. 4 to Defendant's Memorandum in Support of Summary Judgment.) At this hearing, Plaintiff consented to Woods's motion for summary judgment as Plaintiff recognized that it is undisputed that Woods worked for his South Carolina employer in Irmo, South Carolina, approximately 193 miles from Marietta, GA, where he worked for Plaintiff and that Plaintiff had no locations within 100 miles of Irmo, South Carolina, which is not a violation of Woods's employment agreement with Plaintiff. (*Id.* p. 10-11.) Because there was no longer any doubt Woods had not breached his employment agreement with Plaintiff, Woods withdrew his Motion to Deem Admitted Discovery Requests Not

Responded To at the hearing. (*Id.* p. 3.)

At the hearing on January 30, 2019, the trial court also heard arguments regarding Plaintiff's Motion to Amend. Plaintiff's counsel argued that Woods would not be prejudiced by an order allowing Plaintiff to amend its Complaint because the matter was still in "the written discovery stage." (*Id.* p. 5.) On the record in open court, Plaintiff's counsel stated that through attempting to respond to Respondent's written discovery requests, he learned from Plaintiff, his own client, that the original Complaint was baseless and about the existence of the allegedly purloined "advanced payment" which was the subject of Plaintiff's proposed Amended Complaint. (*Id.*)

On February 19, 2019, the trial court issued its Order denying Plaintiff's Motion to Amend the Complaint and granting summary judgment in favor of Woods on all claims and counterclaims in the case. On February 28, 2019, Plaintiff filed a Motion to Reconsider, Alter, or Amend the trial court's February 19, 2019, Order, requesting that the trial court alter its order to reflect the fact that Plaintiff did not consent to summary judgment being ordered against it on the pending counterclaims, and requesting the trial court reconsider its ruling on Plaintiff's Motion to Amend the Complaint.

On March 20, 2019, this Court issued an amended Order, again finding in favor of summary judgment for Woods on the claims in the Complaint and denying Plaintiff's Motion to Amend the Complaint but reversing its decision on summary judgment as to Woods's counterclaims, ordering the clerk of court to move Woods's counterclaims forward on the trial docket. In this amended Order, this Court found that Plaintiff is not entitled "to abandon all of its original allegations and to plead previously unraised allegations," and that Woods would be prejudiced if Plaintiff was granted leave to amend

the Complaint.

On March 28, 2019, Plaintiff filed a Revised Motion to Reconsider, Alter, or Amend the trial court's March 20, 2019, Order, requesting again that the trial court grant Plaintiff's Motion to Amend the Complaint. Notably, consistent with the fact that Plaintiff consented to summary judgment, Plaintiff did not request that the trial court reconsider, alter, or amend its grant of summary judgment in Woods's favor in its Revised Motion to Reconsider, Alter, or Amend.

On October 22, 2019, the trial court issued its Order denying Plaintiff's Revised Motion to Reconsider, Alter, or Amend the Complaint. Appeal of this Order followed. Plaintiff's appeal was based upon the denial of Plaintiff's Motion to Amend the Complaint. For two and a half years, Best Choice tied Woods up in appellate litigation. Ultimately, the South Carolina Court of Appeals dismissed Plaintiff's appeal on February 9, 2022, finding that per *Baldwin Constr. Co. v. Graham*, 357 S.C. 227, 230, 593 S.E.2d 146, 147 (2004), an order denying a motion to amend is not immediately appealable.

On March 3, 2022, Woods filed a motion for costs in the Court of Appeals and on March 16, 2022, the Court of Appeals granted Woods' motion for costs and ordered Best Choice to pay \$2,502.70 in appellate costs. (Order, admitted as Exhibit 8.) To date, Best Choice has not made this payment.

On April 4, 2022, this Court held a hearing on Woods' Motion for Summary Judgment as to his counterclaims. Afterwards, on April 28, 2022, this Court entered an Order Granting Summary Judgment Against the Plaintiff as to the Counterclaims. Defendant filed a Motion to Alter or Amend this judgement and this Motion was denied on July 28, 2022. This matter was referred to my office for disposition of Defendant's claim

for damages on November 2, 2022.

Having established Best Choice's liability under the SCFCPSA and the Employment Agreement, Defendant Woods seeks actual damages, consequential damages, attorneys' fees, costs, and punitive damages in relation to Plaintiff's intentional interference with Woods' employment contract with Premiere, and sanctions including reasonable attorneys' fees and costs and an injunction preventing Plaintiff from filing further actions against Defendant without first posting a reasonable bond in relation to Plaintiff's bringing a frivolous proceeding against Defendant. To support his claim for damages, Defendant provided evidence to this Court in the form of Defendant's testimony, and the following documentary evidence:



Ex #	Description
1	Best Choice Roofing Employment Contract between Plaintiff and Defendant
2	Premiere Roofing Documents showing existence of employment agreement between Defendant and Premiere Roofing and evidence that Premiere Roofing terminated Defendant solely due to Plaintiff's cease-and-desist letter
3	Plaintiff's Response to Defendant's First Request to Admit
4	Plaintiff's Response to Defendant's Second Request to Admit
5	Best Choice Roofing evidence of solvency in the form of printouts from Best Choice's website and news articles about Best Choice
6	Woods attorneys' fees and costs paid to date
7	Woods total attorneys' fees and costs
8	March 16, 2022 Order granting Appellate Costs to Woods
9	Chart summarizing damages

I find that Defendant has met his burden of proof by clear and convincing evidence that he suffered the damages set forth below and that the damages were due to the harm caused by Plaintiff.

A. Actual Damages attributable to Plaintiff's Intentional Interference with a Contract

A party may prove actual damages if "a reasonable basis of computation is afforded, even though the result may be only approximate, or to adduce evidence which is the best the case is susceptible of under the circumstances, and which will permit a reasonably close estimate of the loss." *Piggy Park Enterprises, Inc. v. Schofield*, 251 S.C. 385, 392 (1968). A review of the evidence presented convinces me that the testimony and evidence presented by the Defendant affords a reasonable basis for the below computation of actual damages.

Defendant Woods testified that he has worked in the roofing industry for 10 years and with diligence worked his way up to manager. Typically, in the roofing industry, Woods could make anywhere from \$70,000 to \$110,000 a year and that he averaged \$70,000 per year. Woods testified that he was on track to make \$80,000 a year with Premiere until his employment was terminated due solely to the interference by Best Choice. The record is clear and undisputed that Premiere's sole reason for Woods' termination was the cease-and-desist letter from Best Choice. Because of the cease-and-desist and the pending litigation to enforce it, Woods has been unable to return to the roofing industry because of the cloud hanging over his reputation since Best Choice interfered with his employment and earning potential. Since high school, Woods had only ever worked in roofing. Woods has also had health problems due to his adjustment of being unemployed.

Woods mitigated his damages. With the need to support his young family, Woods sought employment and finally found work as a cook in a restaurant and a laborer at a

construction company. With his two jobs combined Woods only made \$35,000 to \$40,000 a year depending on his hours; \$40,000 less than what he could have made working with Premiere. Since Best Choice has interfered with Woods' employment, he has missed out on the opportunity to make an average of \$70,000 per year for six years, even after mitigation, totaling \$420,000. The stain Best Choice has left on Woods has crippled him from finding work in the roofing industry, caused him health problems, and he has struggled to find jobs to support his family and the money he will now make is considerably less than what would have been available to him had Best Choice not frivolously brought a claim against him.

I find Defendant Woods' testimony regarding lost wages to be credible. The amount Woods has requested in lost wages is not left to conjecture or speculation and is calculated based upon Woods' previous earning potential and his testimony that he was to be paid both a wage and a commission for his work at Premiere.

Woods also testified that due to his termination, he was hospitalized for anxiety and depression and also received prescriptions and therapy to treat his conditions. Woods testified that he incurred approximately \$14,000 in medical expenses due to Best Choice's actions. I find Defendant Woods' testimony regarding his medical expenses to be credible and based upon his personal knowledge. Defendant Woods testified that he incurred these expenses for a brief psychiatric hospitalization and treatment, and the amount claimed is reasonable and necessary.

B. Attorneys' Fees and Costs attributable to Plaintiff's Violation of the South Carolina Frivolous Civil Proceedings Sanctions Act

Woods is entitled to recover consequential costs and attorneys' fees pursuant to

the SCFCPSA. Sanctions for filing a frivolous pleading may be administered when "a reasonable attorney . . . would believe that *under the facts*, his claim was clearly not warranted under existing law and that a good faith or reasonable argument did not exist for [affecting a change of] existing law." § 15-36-10(A)(4)(a)(ii) (emphasis added). Additionally, sanctions may be administered when "a reasonable attorney under the same circumstances would believe that the procurement . . . of a civil cause was intended merely to harass or injure the other party." § 15-36-10(A)(4)(a)(iii). The decision whether to impose such sanctions is a decision in equity, not in law. See *Holmes v. Haynsworth, Sinkler & Boyd, P.A.*, 408 S.C. 620, 641, 760 S.E.2d 399, 410 (2014) (quoting *Father v. S.C. Dep't of Soc. Servs.*, 353 S.C. 254, 260, 578 S.E.2d 11, 14 (2003)).

 In order for a court to grant attorneys' fees and costs under the SCFCPSA, the seeking party has the burden of proving: the other party has procured, initiated, continued, or defended the civil proceedings against him; the proceedings were terminated in his favor; the primary purpose for which the proceedings were procured, initiated, continued, or defended was not that of securing the proper discovery, joinder of parties, or adjudication of the civil proceedings; the aggrieved person has incurred attorneys' fees and court costs; and the amount of the fees and costs set forth in item. *Rutland v. Holler, Dennis, Corbett, Ormond & Garner (Law Firm)*, 371 S.C. 91, 97, 637 S.E. 2d 316, 319 (Ct. App. 2006). It is undisputed that Best Choice initiated a civil suit against Woods and that Woods was granted summary judgment. It is also clear that Woods incurred attorneys' fees and costs in defending himself against Best Choice's allegations. It can be concluded that the purpose of the lawsuit was not any of the above listed reasons because Best Choice knew their claims were not supported by the facts.

The Supreme Court of South Carolina held that sanctions under section 15-36-10 were appropriate when an ophthalmologist had filed a "non-meritorious and baseless lawsuit" and failed to develop evidence to support her claim. See *Holmes* at 643, 760 S.E.2d at 411. In *Holmes*, the court also relied on previous findings that "criteria for Rule 11 sanctions are essentially the same as those for sanctions under [§ 15-36-10]." See *in re Beard*, 329 S.C. 351, 360, 597 S.E.2d 835, 839 (S.C. Ct. App. 2004). In recognition of this precedent, the court upheld sanctions against the ophthalmologist when she filed court documents "without reasonable basis" and without "information and belief [that] there is good ground to support' the claims. See *Holmes* at 644-45, 760 S.E.2d at 412 (quoting SCRCF Rule 11(a)). As the record contained sufficient evidence to conclude that the ophthalmologist filed court documents in violation of § 15-36-10, the Supreme Court of South Carolina affirmed the circuit court's decision to impose sanctions against her. See *Id.* at 645, 760 S.E.2d at 412.

Considering both statutory and case law surrounding the imposing of sanctions under section 15-36-10, Woods is entitled to recover attorneys' fees and costs under the SCFCPSA. As Best Choice brought action against Woods for violating the 100-miles geographic limitation of the non-competition agreement when Best Choice had actual knowledge that Woods worked 193 miles from its Marietta, Georgia location, a reasonable attorney would not believe Best Choice was warranted in bringing this action under existing law. Nor would a reasonable attorney believe a good faith argument existed for affecting the change of existing law as unreasonable geographic limitations in non-competition provision are considered against public policy in South Carolina. See *Standard Register Co.*, at 71, 119 S.E.2d at 542 (citing *Somerset v. Reyner*, 233 S.C.

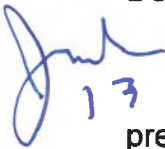
324, 104 S.E.2d 344 (1958)). Similarly, the lack of factual basis for Best Choice's claims renders them non-meritorious and baseless, like the claims sanctioned by the court in *Holmes*. It is inconceivable that Best Choice believed Woods was in actual violation of the non-competition agreement when it instituted its lawsuit against Woods.

As there appears to be no reason rooted in law or fact for Best Choice's action against Woods, a reasonable attorney could believe Best Choice brought the action merely to harass or injure Woods. Indeed, Best Choice's filing of the complaint did injure Woods by causing him to both lose gainful employment with Premiere and to be forced to employ legal counsel at an hourly rate for the duration of the litigation to date. Therefore, Woods should be granted consequential costs and attorneys' fees on this claim that Best Choice filed a frivolous pleading against him in violation of section 15-36-10, including but not limited to "the time required of the prevailing party by the frivolous proceeding, and travel expenses, mileage, parking, costs of reports, and any additional reasonable consequential expenses of the prevailing party resulting from the frivolous proceeding." See § 15-3610(G)(1). In addition to his rights under the SCFCPSA, Woods also has the right under the Employment Contract to attorneys' fees and costs, since he has prevailed in this litigation.

Since Woods was terminated from his employment by Premiere and Best Choice brought lawsuit against Woods, he was forced to employ legal counsel at an hourly rate for the duration of the litigation to date. Testimony and documentary evidence prove that the attorneys' fees and costs associated with this litigation total \$77,253.73. That is what I order.

C. Punitive Damages attributable to Plaintiff's Intentional Interference with a Contract

Defendant has the burden to prove by clear and convincing evidence that punitive damages are appropriate. S.C. Code Ann. § 15-33-135. To ensure that a punitive damage award is proper, the trial court shall consider the following: (1) defendant's degree of culpability; (2) duration of the conduct; (3) defendant's awareness or concealment; (4) the existence of similar past conduct; (5) likelihood the award will deter the defendant or others from like conduct; (6) whether the award is reasonably related to the harm likely to result from such conduct; (7) defendant's ability to pay; and finally, (8) other factors deemed appropriate. See *Gamble v. Stevenson*, 305 S.C. 104, 112 (1991). These factors are present here and support an award of punitive damages to Defendant.

 Plaintiff has been found liable for Intentional Interference with a Contract and has presented no mitigating evidence which would tend to indicate that Plaintiff is not culpable for its actions in pursuing termination of Defendant's employment. Plaintiff was aware at the time that it sent the cease-and-desist letter to Premiere Roofing that Defendant was not in violation of his employment contract with Plaintiff. Plaintiff clearly intended to harm Defendant when it sought his termination. The award of punitive damages sought is 10 times the amount of Defendant's actual damages, which is reasonably related to the harm Plaintiff has caused. Defendant has produced evidence that Plaintiff had approximately \$120M in sales for 2021 and advertised itself as on track to have \$150 million in sales in 2022. I find this to be clear and convincing evidence that Plaintiff has the ability to pay an award of punitive damages and that the award requested is calculated to deter future

conduct.

Due to Plaintiff's intentional conduct in pursuing Defendant's termination from employment, and to deter future conduct, Defendant requests punitive damages 10 times the amount of actual damages. 10 times \$434,000.00 equals \$4,340,000.00. That is what I order.

D. Appellate Court costs

The Court of Appeals issued an Order directing me to add its award of appellate costs to the remitter in this action on March 16, 2022. (Order, admitted as Exhibit 8.) I find that this award has not yet been paid and that the costs included in the Court of Appeals' award is included in Defendant's calculation of attorneys' fees and costs attributed to this litigation. Therefore, I do not award any additional appellate court costs.

E. Injunction



To deter future frivolous litigation, Defendant requests an injunction to prevent Plaintiff from bringing additional litigation against Defendant absent the posting of a bond to pay Defendant's attorneys' fees and costs in the event Defendant prevails in future litigation and upon a showing Defendant would be entitled to such fees and costs. That is what I order.

CONCLUSION

Based on the foregoing, this Court orders damages and other relief in favor of the Defendant as follows:

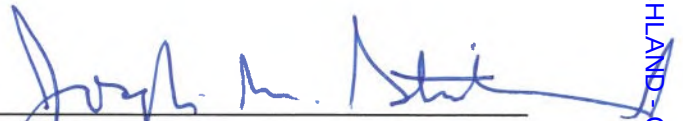
1. Judgment for Defendant against Plaintiff be entered for a total of \$4,851,235.73 which includes the following: \$434,000.00 for actual damages to Defendant due to Plaintiff's intentional interference with Defendant's employment

contract; \$75,733.00 for attorneys' fees and \$1,502.73 in costs due to Plaintiff's actions in bringing and maintaining a frivolous claim against Defendant; and \$4.34 million in punitive damages; and,

2. Plaintiff is enjoined from making any future filings against Defendant absent the posting of a bond to pay Defendant's attorneys' fees and costs in the event Defendant prevails in future litigation and upon a showing that Plaintiff would be entitled to such fees and costs.

AND IT IS SO ORDERED.

John
15


The Honorable Joseph M. Strickland
Master-In-Equity for
Richland County, South Carolina

March 27, 2023
Columbia, South Carolina

EXHIBIT 19

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	
v.	)	MOTION TO ALTER OR AMEND
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
_____	)	

TO: NEKKI SHUTT, ESQ., ATTORNEY FOR DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Best Choice Roofing & Home Improvement, Inc. ("Plaintiff"), by and through their undersigned counsel, will move before the Honorable Joseph M. Strickland, Master-in-Equity, at such time and place as is convenient to the Court and counsel, for an Order altering, amending or granting relief from the Order as to Damages filed March 27, 2023 (hereinafter "Order") pursuant to *South Carolina Rules of Civil Procedure* Rule 59(e). This motion is based on the following:

1. Section E of the Court's Order is wholly erroneous and an in violation of the Plaintiff's right to appeal as set forth in the Appellate Court Rules and South Carolina Code. *See e.g.* Rule 201, *SCACR* ("Appeal may be taken, as provided by law, from any final judgment") and *South Carolina Code Ann.* § 14-8-200 (*the Court of Appeals has jurisdiction over any case in which an appeal is taken*).

2. Plaintiff incorporates by reference the arguments from his May 9, 2022 Motion to Alter or Amend herein as if restated verbatim as to the viability of Defendants' causes of action

for tortious interference and Violation of the South Carolina Frivolous Civil Proceedings Sanctions Act.

3. In the Order, the Court erroneously states “On the record in open court, Plaintiff’s counsel stated that through attempting to respond to Respondent’s written discovery requests, he learned from Plaintiff, his own client, that the original Complaint was baseless and about the existence of the allegedly purloined “advanced payment” which was the subject of Plaintiff’s proposed Amended Complaint. (*Id.*)” when record of the January 30, 2019 hearing does not reflect as such.

4. The clear evidence at the hearing was that Defendant Tyler Woods was making \$15.63/hr (equating to an annual salary of \$31,260.00 on a 40/hr work week, 50 work week basis) which is a far stretch from the \$70,000 average and \$80,000 “on track to make” figures stated in the Order without any evidence supporting it. *See Defendant’s Exhibit 2 from the hearing attached hereto as “Exhibit A”.*

5. The Order goes further to state that Defendant Tyler Woods “has been unable to return to the roofing industry because of the cloud hanging over his reputation since Best Choice interfered with his employment and earning potential” and that “stain Best Choice has left on Woods has crippled him from finding work in the roofing industry, caused him health problems, and he has struggled to find jobs to support his family and the money he will now make is considerably less than what would have been available to him had Best Choice not frivolously brought a claim against him” which are wholly unsupported by any evidence, purely speculative and rampant conjecture. *See Piggy Park Enterprises, Inc. v. Schofield*, 251 S.C. 385, 162 S.E.2d 705 (S.C. 1968) (“the existence or amount of damages cannot be left to conjecture, guess or speculation”).

6. There was no evidence and there could be no evidence to support the premise that “the money he will now make is considerably less than what would have been available to him had Best Choice not frivolously brought a claim against him” other than speculation.

7. There was no competent evidence to support the premise that “stain Best Choice has left on Woods... caused him health problems” as no medical opinion or medical records were submitted or provided.

8. The Order erroneously states that “the amount Woods has requested in lost wages is not left to conjecture or speculation and is calculated based upon Woods’ previous earning potential and his testimony that he was to be paid both a wage and a commission for his work at Premiere” when:

- a. The only evidence presented showed that Defendant Tyler Woods was making \$15.63/hr and was not entitled to any bonus;
- b. Woods did not present any evidence of his previous earning potential; and
- c. The Court’s entire rationale and analysis is based on speculation and conjecture.

9. Defendant Tyler Woods did not present any evidence to support the basis for his health problems or the approximate \$14,000 in medical expenses.

10. Based on the foregoing, the Court’s Order as to actual damages is clearly erroneous.

11. The award of attorneys’ fees in the amount of \$77,253.73 is not reasonable in consideration of the nature, extent, and difficulty of the legal services rendered in this matter as this case has more or less been a very drawn out, unjust damages hearing. *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (S.C. 1993).

12. The Court erroneously finds that Defendant Tyler Woods met his burden to prove that by clear and convincing evidence that punitive damages are appropriate and that the *Gamble* factors are present when:

- a. Plaintiff's culpability and awareness or concealment have not fleshed out in discovery due to the procedural history and posture of this matter;
- b. There was no evidence of similar past conduct;
- c. No nexus between the 10 times damages award and the harm likely to result from the conduct; and
- d. Plaintiff's unsubstantiated revenue having any bearing on it's ability to pay.

See Gamble v. Stevenson, 305 S.C. 104, 112 (1991).

13. Based on the foregoing, the Court's Order as to punitive damages is clearly erroneous.

CONCLUSION

For the foregoing reasons, the Plaintiff respectfully asks that the Court reconsider its March 27, 2023 Order and award no damages to Defendant. In the alternative, Plaintiff respectfully asks that the Court reconsider

Respectfully submitted this 2nd day of April 2023.

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)
 PO Box 9246
 Greenville, South Carolina 29604
 PH: (864) 757-4899
tjohnson@sc.legal

Attorneys for Plaintiff

Greenville, South Carolina

EXHIBIT 20

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP4001318

Best Choice Roofing & Home Improvement Inc
PLAINTIFF(S)

Tyler Woods
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:

Order Recusing Judge Strickland and Remanding this case back to Richland County Court of Common Pleas.

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 07/11/2023 .

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.



Richland Common Pleas

Case Caption: Best Choice Roofing & Home Improvement Inc vs Tyler Woods

Case Number: 2018CP4001318

Type: Order/Electronic Form 4

It is so Ordered

s/Joseph M. Strickland, 3055

EXHIBIT 21

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
Best Choice Roofing & Home Improvement, Inc.,	)	C. A. No. 2018-CP-40-01318
	)	
Plaintiff,	)	
	)	
v.	)	MOTION TO ALTER OR AMEND
	)	
Tyler Woods,	)	
	)	
Defendant.	)	
_____	)	

TO: NEKKI SHUTT, ESQ., ATTORNEY FOR DEFENDANT:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Best Choice Roofing & Home Improvement, Inc. ("Plaintiff"), by and through their undersigned counsel, will move before the Honorable Joseph M. Strickland, Master-in-Equity, at such time and place as is convenient to the Court and counsel, for an Order altering the Order filed July 12, 2023 (hereinafter "Order") pursuant to *South Carolina Rules of Civil Procedure* Rule 59(e).

The purpose of Rule 59(e), SCRCPP, to alter or amend the judgment is to request the trial judge to 'reconsider matters properly encompassed in a decision on the merits.'" *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992). As the Court knows, there is a pending Motion to Alter or Amend the Court's prior Order of March 27, 2023. The Court's recusal leaves no Judge with jurisdiction to rule on the Plaintiff's pending motion. Accordingly, Plaintiff respectfully requests that the Court amend its July 12, 2023 Order to vacate the March 27, 2023 Damages Order and remand the matter back to the Richland County Court of Common Pleas for a damages hearing.

CONCLUSION

For the foregoing reasons, the Plaintiff respectfully asks that the Court amend its July 12, 2023 Order, vacate the March 27, 2023 Damages Order and remand the matter back to the Richland County Court of Common Pleas for a damages hearing.

Respectfully submitted this 19th day of July 2023.

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III (SC Bar# 75412)

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Attorneys for Plaintiff

Greenville, South Carolina

EXHIBIT 22

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**DEFENDANT'S MEMORANDUM IN
OPPOSITION TO PLAINTIFF'S TWO
MOTIONS TO ALTER OR AMEND**

On March 27, 2023, this Court entered an Order entering Judgment for Defendant Tyler Woods ("Woods") in the amount of \$4,851,235.73, including \$434,000.00 for actual damages to Woods due to Plaintiff Best Choice Roofing & Home Improvement, Inc.'s ("Best Choice") intentional interference with Woods' employment contract; \$75,733.00 for attorneys' fees and \$1,502.73 in costs due to Best Choice's actions in bringing and maintaining a frivolous claim against Woods; and \$4.34 million in punitive damages (the "March 27 Order"). Additionally, the Court enjoined Best Choice from making any future filings against Woods absent the posting of a bond to pay Woods' attorneys' fees and costs in the event Woods prevails in future litigation and upon a showing that Best Choice would be entitled to such fees and costs.

On April 2, 2023, Best Choice filed a Motion to Alter or Amend but failed to provide a copy to the trial judge.

On July 12, 2023, the Court issued an Order Recusing Judge Strickland and Remanding the Case back to Richland County Court of Common Pleas (the "July 12 Order"). On July 19, 2023, Best Choice filed a second Motion to Alter or Amend with respect to the July 12 Order, but again failed to provide a copy to the trial judge. For the

further provided that the responsibilities and duties granted to Woods under the agreement would be rendered in Marietta, Georgia, and Section 10 of the agreement provided that Woods' employment for Best Choice was at-will. Finally, Section 18 of the Agreement states that litigation resulting from the agreement would allow the prevailing party in such litigation to be awarded attorneys' fees and court costs.

Following Best Choice's failure to provide family housing for Woods, as promised. Woods resigned from Best Choice on or about April 29, 2017. Woods then moved to Columbia, South Carolina. Shortly thereafter, Woods began working with Premiere Roofing, LLC ("Premiere") in Irmo, South Carolina. Premiere provides roofing services in the Midlands of South Carolina. Irmo, South Carolina is about 193 miles from Best Choice's location in Marietta, Georgia.

On or about November 6, 2017, Best Choice sent Premiere a cease-and-desist letter stating that Woods was in violation of the non-competition clause of his Employment Agreement with Best Choice and threatening to sue Premiere if the company did not terminate Woods. It is undisputed that solely because of the cease-and-desist letter, Premiere terminated Woods' employment on November 20, 2017.

Just as the alleged non-compete was set to expire, Best Choice took further action against Woods. Best Choice filed suit against Woods here in South Carolina on March 8, 2018, alleged breach of the non-competition clause in the amount stipulated by the liquidated damages provision of the Employment Agreement and other damages. (Compl.) Woods filed an Answer and Counterclaim, which contained counterclaims alleging Best Choice's intentional interference with a business relationship and violation of South Carolina Frivolous Civil Proceedings Sanctions Act ("SCFCPSA"), § 15-36-10,

et seq. (Answer and Countercl.)

On December 14, 2018, Best Choice finally admitted to Woods that the company did not have an Augusta, Georgia location, nor a Charlotte, North Carolina location, on the date Woods signed the Employment Agreement. As such, Best Choice had no location within 100 hundred miles of Woods' employer in Irmo, South Carolina on the date Woods signed the Employment Agreement. (Def. Exs. 3-4, Best Choice Resp. to D 1st RTA and 2nd RTA.)

Best Choice has perpetually continued to litigate against Woods for more than five years despite South Carolina courts' rulings that its claim are frivolous. On December 17, 2018, nine months after filing its Complaint, Best Choice moved to amend its original complaint against Woods. Therein, Best Choice requested to withdraw and completely abandon its breach of contract claim and instead assert previously unidentified claims of fraud, negligent misrepresentation, conversion, breach of fiduciary duties, and violation of the South Carolina Unfair Trade Practices Act ("SCUTPA") against Woods in connection to money Best Choice advanced to Woods for "relocation expense[s]". It was clear that Best Choice conceded its original claim that Woods breached the non-competition provision of his Employment Agreement.

On January 30, 2019, the Court heard Best Choice's Motion to Amend the Complaint and Woods's Motions for Summary Judgment and Motion to Deem Admitted Discovery Requests Not Responded To. (Tr. of Hr'g held Jan. 30, 2019, attached as. **Exhibit 1.**) At this hearing, Best Choice consented to Woods's motion for summary judgment as Best Choice recognized that it is undisputed that Woods worked for his South Carolina employer in Irmo, South Carolina, approximately 193 miles from Marietta, GA,

reasons set forth below, each of Best Choice's Motions to Alter or Amend should be denied.

BACKGROUND

Tyler Woods is a 29-year-old male who spent 10 years after high school working in the roofing industry. Best Choice is a roofing services company with locations throughout the southeastern and midwestern United States. Woods had worked with Best Choice for four years previously in Kentucky, Virginia, Indiana, and Tennessee. He had just voluntarily left employment with Best Choice in Hendersonville, Tennessee when Best Choice recruited him to come work in its Atlanta, Georgia office. On or about April 17, 2017, Woods moved to Atlanta and began working as a sales manager for Best Choice's Marietta, Georgia location. Best Choice lured Woods to move to Atlanta with the promise of good compensation and family housing, as he had a baby due at the time. Rather than provide family-appropriate housing, Best Choice first put Woods in a Motel 6 and then offered him a room in a bachelor's pad in the suburbs shared with other male co-workers.

After his employment had begun, on April 21, 2017, Best Choice asked Woods to sign an Employment Agreement to continue his employment with Best Choice. Section 9 of the Employment Agreement, a Non-Competition and Confidentiality Clause, provided that Woods was not allowed to "directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner" with a business similar to Best Choice "for a period of ONE (1) year and within 100 miles from *the present location* of employer's business." Violation of the non-competition clause could result in the payment of \$15,000 in liquidated damages. Section 4 of the Employment Agreement

where he worked for Best Choice and that Best Choice had no locations within 100 miles of Irmo, South Carolina, which is not a violation of Woods's employment agreement with Best Choice. (*Id.* p. 10-11.) Because there was no longer any doubt Woods had not breached his employment agreement with Best Choice, Woods withdrew his Motion to Deem Admitted Discovery Requests Not Responded To at the hearing. (*Id.* p. 3.)

At the hearing on January 30, 2019, the trial court also heard arguments regarding Best Choice's Motion to Amend. Best Choice's counsel argued that Woods would not be prejudiced by an order allowing Best Choice to amend its Complaint because the matter was still in "the written discovery stage." (*Id.* p. 5.) On the record in open court, Best Choice's counsel stated that through attempting to respond to Respondent's written discovery requests, he learned from Best Choice, his own client, that the original Complaint was baseless and about the existence of the allegedly purloined "advanced payment" which was the subject of Plaintiff's proposed Amended Complaint. (*Id.*)

On February 19, 2019, the trial court issued its Order denying Best Choice's Motion to Amend the Complaint and granting summary judgment in favor of Woods on all claims and counterclaims in the case. On February 28, 2019, Best Choice filed a Motion to Reconsider, Alter, or Amend the trial court's February 19, 2019, Order, requesting that the trial court alter its order to reflect the fact that Best Choice did not consent to summary judgment being ordered against it on the pending counterclaims, and requesting the trial court reconsider its ruling on Best Choice's Motion to Amend the Complaint.

On March 20, 2019, this Court issued an amended Order, again finding in favor of summary judgment for Woods on the claims in the Complaint and denying Best Choice's Motion to Amend the Complaint, but reversing its decision on summary judgment as to

Woods's counterclaims, ordering the clerk of court to move Woods's counterclaims forward on the trial docket. In this amended Order, this Court found that Best Choice is not entitled "to abandon all of its original allegations and to plead previously unraised allegations," and that Woods would be prejudiced if Best Choice was granted leave to amend the Complaint.

On March 28, 2019, Best Choice filed a Revised Motion to Reconsider, Alter, or Amend the trial court's March 20, 2019, Order, requesting again that the trial court grant Best Choice's Motion to Amend the Complaint. Notably, consistent with the fact that Best Choice consented to summary judgment, Best Choice did not request that the trial court reconsider, alter, or amend its grant of summary judgment in Woods's favor in its Revised Motion to Reconsider, Alter, or Amend.

On October 22, 2019, the trial court issued its Order denying Best Choice's Revised Motion to Reconsider, Alter, or Amend the Complaint. Appeal of this Order followed. Plaintiff's appeal was based upon the denial of Best Choice's Motion to Amend the Complaint. For two and a half years, Best Choice tied Woods up in appellate litigation. Ultimately, the South Carolina Court of Appeals dismissed Best Choice's appeal on February 9, 2022, finding that per *Baldwin Constr. Co. v. Graham*, 357 S.C. 227, 230, 593 S.E.2d 146, 147 (2004), an order denying a motion to amend is not immediately appealable.

On March 3, 2022, Woods filed a motion for costs in the Court of Appeals and on March 16, 2022, the Court of Appeals granted Woods' motion for costs and ordered Best Choice to pay \$2,502.70 in appellate costs. To date, Best Choice has not made this payment.

On April 4, 2022, this Court held a hearing on Woods' Motion for Summary Judgment as to his counterclaims. Afterwards, on April 28, 2022, this Court entered an Order Granting Summary Judgment Against the Plaintiff as to the Counterclaims. Defendant filed a Motion to Alter or Amend this judgement and this Motion was denied on July 28, 2022. This matter was referred to the Master in Equity by consent for disposition of Defendant's claim for damages on November 2, 2022.

On January 25, 2023, the Court held a bench trial on damages. Best Choice presented no witnesses nor evidence. Woods, on the other hand, provided live testimony and eight exhibits.

On March 27, 2023, the Court entered an Order entering Judgment for Woods in the amount of \$4,851,235.73, including \$434,000.00 for actual damages to Woods due to Best Choice's intentional interference with Woods' employment contract; \$75,733.00 for attorneys' fees and \$1,502.73 in costs due to Best Choice's actions in bringing and maintaining a frivolous claim against Woods; and \$4.34 million in punitive damages. Additionally, the Court enjoined Best Choice from making any future filings against Woods absent the posting of a bond to pay Woods' attorneys' fees and costs in the event Woods prevails in future litigation and upon a showing that Best Choice would be entitled to such fees and costs.

On April 2, 2023, Best Choice filed a Motion to Alter or Amend but failed to provide a copy to the Court.

On July 12, 2023, the Court issued an Order Recusing Judge Strickland and Remanding the Case back to Richland County Court of Common Pleas.

On July 19, 2023, Best Choice filed a second Motion to Alter or Amend with respect

to the July 12, 2023, Recusal Order. Before the Court are the April 2, 2023, Motion to Alter or Amend the Judgment of March 27, 2023, and the July 19, 2023, Motion to Alter or Amend the Judgment of July 12, 2023.

STANDARD OF REVIEW

A motion to reconsider pursuant to Rule 59(e), SCRCP, is appropriate only when the court appears to have misunderstood or failed to fully consider an argument or issue. *Elam v. S.C. DOT*, 361 S.C. 9 24. 602 S.E.2d 772, 780 (2004).

ARGUMENT

I. THE COURT SHOULD DENY BEST CHOICE'S TWO MOTIONS TO ALTER OR AMEND BECAUSE THE 59(e) MOTIONS ARE PROCEDURALLY DEFICIENT.

First, the Court should deny Best Choice's Motions to Alter or Amend of April 2, 2023, because Best Choice has failed to provide a copy of the motion to the judge pursuant to Rule 59(g), SCRCP. Rule 59(g) requires a party moving under Rule 59(e) to "provide a copy of the motion to the judge within ten (10) days after the filing of the motion." *Id.* A court is empowered to deny a Rule 59(e) motion solely on the basis of a party's failure to comply with the requirement of 59(g). *Smith v. Fedor*, 422 S.C. 118, 126, 809 S.E.2d 612, 616 (Ct. App. 2017) (Finding that the trial court "properly denied [the party's] motion for reconsideration because he failed to provide the motion to the trial judge within ten days of filing and noting that "Rule 59(g) would lack any purpose if trial courts committed error by denying the motion for failure to comply with the rule."); see also *Gallagher v. Evert*, 353 S.C. 59, 63-64, 577 S.E.2d 217, 219 (Ct. App. 2002).

Here, Best Choice filed a Rule 59(e) Motion on April 2, 2023, in response to the Court's March 27, 2023 Order as to Damages. The deadline for providing the Court with a copy under Rule 59(g) was ten days later, on April 12, 2023. However, Best Choice has

failed to provide the trial judge with a copy of its Rule 59(e) motion.

The same is true of Best Choice's second Motion to Alter or Amend with respect to the July 12, 2023, Recusal Order. On July 19, 2023, Best Choice filed the motion, but never sent a copy to the trial judge within 10 days as required by the rule.

Accordingly, Woods respectfully requests that the Court decline to entertain Best Choice's Rule 59(e) Motions of April 2, 2023, and July 19, 2023, and dismiss each motion for failure to fulfill the procedural requirements of Rule 59(g).

II. THE COURT SHOULD DENY BEST CHOICE'S MOTION TO ALTER OR AMEND THE MARCH 27 ORDER BECAUSE THE ORDER REFLECTS NO MISUNDERSTANDING OR FAILURE TO FULLY CONSIDER AN ARGUMENT OR ISSUE.

The Court should deny Best Choice's April 2, 2023, Motion to Alter or Amend because it is not violative of Best Choice's right to appeal, Best Choice is foreclosed from making any argument as to the merits of the April 27, 2022, Order granting summary judgment to Woods, the March 27 Order contains an accurate reflection of the transcript of the January 30, 2019 hearing, and the March 27 Order reflects no misunderstanding or failure to fully consider an argument or issue relating to an award of actual damages, attorneys' fees, or punitive damages.

A. Section E of the Court's Order Is neither Erroneous nor Violative of Any of Best Choice's Rights to Appeal.

First, Best Choice argues that Section E of the March 27 Order is erroneous, yet it is unclear how this could be the case. At the damages hearing of January 25, 2023, Woods requested that the Court enjoin Best Choice from any future litigation absent the posting of bond to pay attorneys' fees and costs in the event Woods prevailed. This is an objective fact and neither incorrect nor "wholly erroneous."

Furthermore, no aspect of the injunction as set forth in Section E precludes Best

Choice from exercising its right to appeal. The suggestion that a requirement to post bond violates a right to an appeal is illogical, as the appellate rules *require* a party to post bond in certain cases and allows for it in others. See, e.g. S.C. Code Ann. § 18-9-130, -180, -210; Rule 214(c)(3), SCRAP (“The granting of supercedeas or the lifting of the automatic stay under this Rule may be conditioned upon . . . the filing of a bond.”). Because the South Carolina Rules of Appellate Procedure *themselves* allow for the posting of a bond, it is irrational to argue that the Court’s March 27 Order requiring a bond prior to future litigation is violative of the right to appeal.

Moreover, in the context of this case, a five-year-long proceeding over a claim that Best Choice’s counsel has openly admitted is baseless, the Court’s injunction reflects neither a misunderstanding of any issue nor a failure to consider any issue.

B. Best Choice is foreclosed from making any argument regarding the April 27, 2022, Order granting summary judgment or the merits of Woods’ causes of action.

Second, Best Choice errs in its attempt to relitigate the Order of April 27, 2022, granting summary judgment to Woods by raising arguments from its May 6, 2022, Motion to Alter or Amend. As Best Choice is fully aware, this Court granted Woods’ Motion for Summary Judgment on the claims of tortious interference with Woods’ business relationship with his employer, Premiere Roofing, and Violations of the South Carolina Frivolous Proceedings Sanctions Act on April 28, 2022. (Def.’s Mot. for Summ. J. of April 28, 2022.) Best Choice has already had the opportunity to raise a Rule 59(e) Motion with respect to that Order, a motion which this Court denied on July 28, 2022. (Order of July 28, 2022.)

The merits of the case have already been decided, and Best Choice is now foreclosed from raising any issue not properly before the Court. Rule 59(e) limits a Motion

to Alter or Amend a Judgment to “not later than 10 days after receipt of written notice of the entry of the order.” Rule 59(e), SCRCP. Over a year has passed since the Court issued the April 27, 2022 Order granting Summary Judgment, *and* the Court has already denied Best Choice’s May 6, 2022 Motion to Alter or Amend that Order.

Accordingly, here, Best Choice is limited to arguments arising from the damages granted in the March 27 Order. Any arguments that go to the merits of Woods’ previously adjudicated claims are both irrelevant and improper.¹

C. The March 27 Order Reflects no Misunderstanding or Failure to Consider an Argument or Issue with Respect to the Transcript of the January 30, 2019 Hearing.

Third, Best Choice takes the position that the Court’s erroneous reflection of the January 30, 2019, hearing is a basis for altering or amending the March 27 Order. This position defies reality. The transcript accurately reflects both points characterized by Best Choice as erroneous. (Tr. of Hr’g held Jan. 30, 2019, **Exhibit 1.**)

First, the statement “Plaintiff’s counsel stated that through attempting to respond to Respondent’s written discovery requests, he learned from Plaintiff, his own client, that the original Complaint was baseless” is reflected in the January 30, 2019, transcript. (Pl.’s Mot. to Alt. or Am. of April 3, 2023, ¶ 3) The transcript reflects the following:

MR. JOHNSON: “Your Honor, this case was originally filed as a straight breach of contract of an employment agreement based on a liquidated damages provision, and this case was referred to me through one of my classmates in law school who was in Atlanta.

Some bad information was passed to him and that was conveyed to me, and the complaint was drafted on those bad facts, Your Honor.

¹ Woods reasserts his argument that the Rule 59(e) Motion to Alter or Amend the Judgment of March 27, 2023, is not properly before the Court for failure to provide the Court a copy under Rule 59(g), SCRCP.

(Tr. of Hr'g held Jan. 30, 2019, **Exhibit 1, p. 4.**) The record objectively reflects the Court's statement that Best Choice's counsel learned that the Complaint had no merit in the discovery process.

Second, the statement that "Plaintiff's counsel stated that . . . the existence of the allegedly purloined 'advanced payment' which was the subject of Plaintiff's proposed Amended Complaint" is also reflected in the January 30, 2019, transcript. on page 4, lines 24 to 25 and page 5, lines 13. There, the transcript reflects the following:

In conjunction with that, my clients advanced him \$2,500 for living expenses and relocation fees and whatnot. Mr. Woods stayed in Atlanta all of seven days and then relocated him to South Carolina, Your Honor, and through – and anyway, through the discovery process I learned about this advance payment and the lack of repayment thereof, and I learned that the claims under the employment agreement no longer carried any weight, Your Honor.

So this motion to amend drops the original breach of contract cause of action, and it adds in causes of action related to Mr. Woods' withholding of the 2500 and not giving that back and – and potential fraud, misrepresentation and related to – related to that behavior, Your Honor. So that is the motion to amend.

Again, the record—in no uncertain terms—reflects the Court's statement that Best Choice proposed an Amended Complaint based on fraud related to a purported advanced payment from Best Choice to Woods.

As established by this side-by-side comparison, the March 27 Order reflects no misunderstanding or failure to consider the issue of the statements Best Choice's counsel made at the January 30, 2019, hearing. Therefore, the Court should deny Best Choice's motion with respect to any argument that the Order erroneously reflects the January 20, 2019.

D. Woods presented sufficient evidence to support the Court's award of actual damages attributable to Best Choice's Intentional Interference with a Contract.

As a fourth basis for its Motion to Alter or Amend, Best Choice argues that the Court's March 27 Order as to actual damages is clearly erroneous. Best Choice presents two main contentions: first, that Woods failed to effectively establish his lost earnings; and second, that Woods failed to establish damages arising from his medical problems. However, the March 27 Order reflects no misunderstanding or failure to consider any issue or argument before the Court at the damages hearing.

A trial judge "has considerable discretion regarding the amount of damages," and it is the task of the trial judge to weigh the credibility of the evidence. *Solley v. Navy Fed. Credit Union, Inc.*, 397 S.C. 192, 203, 723 S.E.2d 597, 602 (Ct. App. 2012) (citing *Austin v. Specialty Transp. Servs, Inc.*, 358 S.C. 298, 310-11, 594 S.E.2d 867, 873 (Ct. App. 2004)). Because "[t]he effect and influence of testimony must depend on the minds of those who are to be governed by it," it is up to the judge in a bench trial to determine the credibility and weight of witness testimony. *State v. Wardlaw*, 170 S.C. 116, 120, 169 S.E. 840, 841 (1933); see *Solley*, 397 S.C. at 203, 723 S.E. at 602.

A party may establish actual damages if "a reasonable basis of computation is afforded, even though the result may only be approximate, or to adduce evidence which is the best the case is susceptible of under the circumstances, and which will permit a reasonably close estimate of the loss." *Piggy Park Enterprises, Inc. v. Shofield*, 251 S.C. 385, 392, 162 S.E.2d 705, 708 (1968). The evidence must "enable the court or jury to determine the amount of damages with reasonable certainty or accuracy" but do not require "proof of the amount of loss with absolute or mathematical certainty is not require, and it does not matter that the determination of damages depends to some extent on the consideration of contingent events." *Id.* at 391-92, 162 S.E.2d at 708.

Here, Best Choice errs in its argument that Woods failed to present any evidence to support the award for actual damages and that the award was based off conjecture and speculation. Instead, the award for actual damages reflects that the Court's understanding and full consideration of the issues.

First, Best Choice argues that the Court's determination that Woods inability to return to the roofing industry is "wholly unsupported by any evidence, purely speculative and rampant conjecture." (Pl.'s Mem. to Alt. or Am. of April 2, 2023, p. 2) Best Choice further argues that Best Choice ignores and grossly mischaracterizes the evidence presented to the Court. Woods was not required to prove his damages to absolute certainty, but rather to *reasonable* certainty. See *Shofield* at 391-92, 162 S.E.2d at 708.

Woods did, in fact, present evidence of his inability to return to the roofing industry. Testimony is evidence, and Woods' account of his personal experience struggling to find jobs in the roofing industry and experiencing damage to his reputation is sufficient to establish the Court's award of actual damages. By contrast, Best Choice presented no evidence to challenge Woods' account of being locked out of the roofing industry, and at no point during the January 25, 2023, hearing did Best Choice raise *any* objection to Woods' testimony on the basis of speculation or lack of personal knowledge. The Court, in its discretion, found Woods' testimony of his inability to return to the roofing industry to be credible and competent evidence. The Court's findings on this point reflect no misunderstanding or failure to consider issues or argument.

In that vein, Best Choice also contends that there was no evidence and "there could be no evidence other than speculation" to support the finding that Woods makes considerably less money than he would have had Best Choice not interfered with Woods'

employment with Premiere Roofing. (Pl.'s Mem. to Alt. or Am. of April 2, 2023, p. 3) Once more, Best Choice ignores and misconstrues the evidentiary standard for establishing damages: the evidentiary standard accounts for the need to consider contingent events. See *Shofield* at 391-92, 162 S.E.2d at 708. Here, Woods' testimony was not mere conjecture or speculation, but rather reflected his personal knowledge of wages and potential for growth in the roofing industry, an industry in which he has over a decade of experience. Furthermore, the fact that Woods' determination that he would have made more money if he had remained employed by Premiere is a consideration well within the evidentiary standard. See *id.* Finally, Despite Best Choice's argument that Woods' evidence of missed future earnings was speculation, it failed to make any single objection to Woods' testimony to missed future earnings during the January 25, 2023, hearing.

Additionally, Best Choice insists, erroneously, that the only evidence presented of Woods' potential earnings was the probationary employment agreement between Premiere Roofing and Woods (the "Agreement"). However, Best Choice mischaracterizes the Agreement. (Pl.'s Mot. To Alt. or Am., Ex. A) The Agreement sets the hourly pay of Woods' initial probationary period, but it makes no statement foreclosing Woods' potential to earn commission. The argument that "the only evidence presented showed that Defendant Tyler Woods . . . was not entitled to any bonus" is patently false, as neither the Agreement nor Woods' testimony precluded the opportunity for Woods to earn a bonus or commission. Instead, Woods testified that, as a salesperson, he was eligible to earn a commission and that, in light of his personal experience and the customary practices of the industry, he was on track to earn \$80,000 a year. This testimony is objectively characterized as evidence of Woods' earning potential, and neither based in speculation

nor conjecture. Additionally, Best Choice failed to make any objection at the January 25, 2023, hearing on the basis of speculation. Accordingly, the Court's determination that Woods' evidence and testimony provided a reasonable basis for the award of damages reflects neither a misunderstanding nor a failure to consider any issue or argument before the Court.

Second, Best Choice argues that Woods failed to present any competent evidence to support the damages arising from Woods' health. Best Choice argues that Woods presented no evidence as to the health problems or medical treatment and failed to present any medical opinion or medical record. At the risk of beating a very dead horse, Woods points once more to the sufficiency of testimony as evidence and Best Choice's failure to make a single evidentiary objection during the January 25, 2023, hearing. The Court found that Woods' testimony to his health problems and personal knowledge of the expenses he incurred as a result of those problems provided a reasonable certainty for the actual damages relating to his medical problems. As the sole finder of fact in the bench trial, it was within the Court's discretion to find Woods' testimony credible and sufficient to establish his actual medical damages, particularly in light of Best Choice's failure to make any objection or offer any evidence to the contrary. Consequently, Best Choice's Motion to Alter or Amend the Judgment should be dismissed on this ground.

E. The award of attorneys' fees is reasonable in consideration of the nature, extent, and difficulty of the legal services rendered in this matter.

As a fifth basis for its Motion to Alter or Amend, Best Choice argues that the award of attorneys' fees in the amount of \$77,253.73 is not reasonable in consideration of the nature, extent, and difficulty of the legal services rendered in this matter. Best Choice further argues that "this case has more or less been a very drawn out, unjust damages

hearing.” (Pl.’s Mem. to Alt. or Am. of April 2, 2023, p. 3)

As to the latter point, Best Choice takes a bold position in characterizing this case as “drawn out” or “unjust,” as Best Choice not only *initiated* the proceedings, but also admitted on the record that it had no basis for its claims (Tr. of Hr’g held Jan. 30, 2019, **Exhibit 1, p. 4.**), then continued to delay resolution of the case for another four years. As evinced by Woods’ success on the South Carolina Frivolous Civil Proceedings Sanctions Act (SCFCPSA), any source of injustice in this case stems from Best Choice’s own behavior. To now contest the award of attorneys’ fees as an alleged victim of injustice is wholly disingenuous and plainly for the purposes of delaying the inevitable results of Best Choice’s baseless litigation.

As to the former point that the attorneys’ fees are not reasonable, \$77,253.73 is a reasonable amount in consideration the nature, extent, and difficulty of the legal services rendered in this matter. This case has taken over five years and has required over four hundred hours of labor from three attorneys, three paralegals, four law clerks, and a courier, to date. In this time, Woods’ counsel has navigated over fifteen motions, myriad hearings, discovery, an as-yet-unpaid voyage to the Court of Appeals, a bench trial on damages, and repeated continuances and delays. Accordingly, the attorneys’ fees awarded in the March 27 Order reflect an accurate understanding of the reasonableness of Woods’ attorneys’ fees and does not fail to consider any relevant issue or argument, and Best Choice’s Motion to Alter or Amend the Judgment should be dismissed on this ground.

F. Woods has established by clear and convincing evidence that punitive damages are appropriate.

Finally, Best Choice’s sixth basis for its Motion to Alter or Amend, Best Choice

argues that the Court errs in its finding of clear and convincing evidence of the appropriateness of punitive damages. However, the Court's March 27 Order reflects no misunderstanding or fail to consider any issue or argument with respect to the award of punitive damages.

As stated, the Court has considerable discretion in determining the amount of damages, and in this matter, the determination of the weight and credibility of the evidence is for the Court to determine. *Solley*, 397 S.C. at 203, 723 S.E.2d at 602; *Wardlaw*, 170 S.C. at 120, 169 S.E. at 841.

Here, the Court, in its discretion, has determined that Woods has met his burden to prove by clear and convincing evidence that punitive damages are appropriate under S.C. Code Ann. § 15-33-135. The March 27 Order reflects the Court's full consideration of each of the *Gamble* factors. See *Gamble v. Stevenson*, 305 S.C. 104, 112 (1991). Accordingly, the Court examined: (1) defendant's degree of culpability; (2) duration of the conduct; (3) defendant's awareness or concealment; (4) the existence of similar past conduct; (5) likelihood the award will deter the defendant or others from like conduct; (6) whether the award is reasonably related to the harm likely to result from such conduct; (7) defendant's ability to pay; and finally, (8) other factors deemed appropriate. See *Gamble v. Stevenson*, 305 S.C. 104, 112, 406 S.E.2d 350, 354 (1991).

First, Best Choice contends that its culpability and awareness or concealment have not fleshed out in discovery. This argument fails, as the record has borne out both culpability and awareness, as evinced by Best Choice's statement on the record that there was no basis for the initial claims. No further discovery is necessary to "flesh out" Best Choice's culpability when it has openly admitted the baselessness of its claims, and its

own admission has provided the clear and convincing evidence of culpability.

Second, Best Choice speaks to the lack of evidence of past conduct. However, as Best Choice acknowledges, the *Gamble* test is not comprised of elements, but *factors*. The *Gamble* court explains that the Court “may consider” the factors and may even consider “other factors” as appropriate. *Gamble*, 305 S.C. at 112, 406 S.E.2d at 354. Therefore, a failure to find evidence of past conduct is not necessary for the award of punitive damages, and neither is it dispositive. That the Court did not specifically point to evidence of similar past conduct is not a reflection of any misunderstanding or failure to consider any issue or argument.

Third, Best Choice points to the lack of a nexus between the damages award and the harm likely to result from the conduct. Woods points again to the great discretion afforded to the Court in determining the weight and credibility of the evidence before it in this matter, along with the Court’s discretion in awarding punitive damages. Here, the Court has found that the weight of the evidence of Best Choice’s intentional conduct is reasonably related to the harm Best Choice has caused.

This is a case of baseless and protracted litigation initiated by a multi-million-dollar company against a working-class former employee. (Evidence of Solvency Presented at Damages Hearing of January 25, 2022, attached as **Exhibit 2**) The award of actual damages in the amount of \$434,000 may not adequately deter a company from future baseless litigation against potential defendants of far lesser means. Accordingly, there is a reasonable nexus between the award of ten times the actual damages in an amount of \$4,340,000 as a means of deterring a company of such means from future wrongful conduct.

Finally, Best Choice alleges that its “unsubstantiated” revenue has no basis on its ability to pay. Unfortunately, Best Choice has hoisted itself by its own petard, creating a trail of clear and convincing evidence for its ability to pay. Despite the attempt to avoid accountability, Best Choice has made a range of admissions on its own website and in various media outlets pointing to its ability to pay. These admissions include, *inter alia*, a report of over \$120,000,000 in sales in 2021. (*Id.*) It is entirely disingenuous to attempt to walk back these admissions in a Rule 59(e) motion when, once more, Best Choice failed to object to a single piece of evidence during the January 25, 2023.

The evidence presented at the January 25, 2023, hearing and reflected in the March 27 Order reflect no misunderstanding or failure to consider any issue relating to the *Gamble* factors or the appropriateness of punitive damages in this case. Accordingly, Best Choice’s motion should be dismissed on this ground.

III. THE COURT SHOULD DENY BEST CHOICE’S JULY 19, 2023 59(e) MOTION BECAUSE THE ORDER OF JULY 12, 2023 IS NOT A JUDGMENT ON THE MERITS.

the Court should deny Best Choice’s Motion to Alter or Amend of July 19, 2023, because it is inappropriate as a response to the July 12 Order. As Best Choice acknowledges in its Motion, “The purpose of Rule 59(e), SCRCP, to alter or amend the judgment is to request the trial judge to ‘reconsider matters properly encompassed in a decision on the merits.’ (Pl.’s July 19 Mot. to Alt. or Am. citing *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992).) A judgment on the merits is one that “completely disposes of the underlying cause of action.” *Foran v. USAA Casualty Ins. Co.*, 311 S.C. 189, 191, 427 S.E.2d 918, 919 (citing *Weston Funding Corp. v. Lafayette Towers, Inc.*, 550 F.2d 710, 713 (2d Cir. 1977)).

The July 12 Order is in no way, shape, or form a judgment on the merits. Not only

does it not *dispose* of any underlying cause of action, but also it does not *touch* upon any underlying cause of action. Instead, the July 12 Order is exclusively procedural in nature, concerning only the matter of the recusal of Judge Strickland from the proceedings and remanding the case to the Richland County Court of Common Pleas. Additionally, the July 12 Order notes that it “does not end the case,” further indication that it does not constitute a judgment on the merits.

Because the July 12 Order is not a judgment on the merits, there is no basis for a Rule 59(e) motion. The Court should decline to hear Best Choice’s arguments on the July 19, 2023, Rule 59(e) and dismiss the motion in its entirety.

IV. THE COURT SHOULD DENY BEST CHOICE’S MOTION TO ALTER OR AMEND THE JULY 19 ORDER BECAUSE THE ORDER REFLECTS NO MISUNDERSTANDING OR FAILURE TO FULLY CONSIDER AN ARGUMENT OR ISSUE.

Even were the Court take up Best Choice’s Motion to Alter or Amend the July 19 Order, the Court should deny the Motion because the Court has not misunderstood or failed to fully consider any argument or issue regarding the recusal.

The South Carolina Canons of Judicial Ethics indicate that “a judge *shall* disqualify himself or herself in a proceeding in which the judge’s impartiality might be reasonably questioned.” Canon 3(E)(1), emphasis added. The mandatory “shall” indicates that a judge *must* recuse himself where impartiality may reasonably be at issue.

Here, Judge Strickland’s recusal cannot be construed as a misunderstanding or failure to fully consider an issue, as the Canons require him to recuse himself if there is a basis for his impartiality to be called into question. Best Choice cannot establish that there is a misunderstanding as to the basis of the recusal or any failure to fully consider an argument or issue, because it is simply not up to the parties, Best Choice in particular, to

make this determination for Judge Strickland. Instead, Judge Strickland has an independent duty to the Court to recuse himself where Canon 3(E)(1) applies, and no input, argument, or issue from Best Choice is a ground for Judge Strickland to disregard the Judicial Canons.

Accordingly, the Court should deny Best Choice's Motion to Alter or Amend the July 12 Order.

CONCLUSION

For the reasons set forth herein, Woods respectfully asks this Court to deny Best Choice's two Motions to Alter or Amend in their entirety so that Woods may move forward and receive the relief he is duly owed according to the March 27, 2023 Order.

Respectfully Submitted,

s/ Nekki Shutt
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Sarah J.M. Cox (SC Bar No. 104316)
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ATTORNEYS FOR DEFENDANT

Columbia, South Carolina

August 30, 2023

EXHIBIT 1

STATE OF SOUTH CAROLINA	)	
	)	COURT OF COMMON PLEAS
County of Richland	)	2018-CP-40-01318
	)	
BEST CHOICE ROOFING & HOME	)	
IMPROVEMENT,	)	
	)	
PLAINTIFF,	)	
	)	
vs.	)	TRANSCRIPT OF RECORD
	)	
TYLER WOODS,	)	
	)	
DEFENDANT,	)	

January 30, 2019
Columbia, South Carolina

BEFORE:

THE HONORABLE ROBERT E. HOOD, JUDGE.

APPEARANCES:

TOWNES B. JOHNSON, ESQ.
Attorney for the Plaintiff

NEKKI SHUTT, ESQ.
Attorney for the Defendant

KAREN AMBROZIAK
Official Court Reporter

C O N T E N T S

INDEX OF EXHIBITS:

(There were no exhibits introduced.)

INDEX OF WITNESSES:

(There were no witnesses called.)

1 THE COURT: Okay. All right. So we're on the record
2 in 2018-CP-40-3138, Best Choice Roofing vs. Tyler Woods.
3 Mr. Johnson is here for the plaintiff?

4 MR. JOHNSON: Yes, Your Honor.

5 THE COURT: All right.

6 MR. JOHNSON: My apologies. I had a little car issue
7 this morning.

8 THE COURT: I didn't even realize you were late, so
9 you didn't bother me in any way, shape, or form.

10 And Nekki Shutt?

11 MS. SHUTT: Yes, Your Honor.

12 THE COURT: Did I say that right?

13 MS. SHUTT: Yes.

14 THE COURT: All right.

15 MS. SHUTT: It's Necky like neck.

16 THE COURT: Necky, I'm sorry.

17 MS. SHUTT: That's very close, Your Honor.

18 THE COURT: I apologize. Okay. All right. So we
19 have plaintiff's motion to amend, a defendant's motion to
20 deem admitted, request for admission not responded, and a
21 defense motion for summary judgment; is that right?

22 MS. SHUTT: Well, Your Honor, I am withdrawing -- by
23 agreement, I am withdrawing the motion to deem admitted
24 the request to admit.

25 THE COURT: Okay.

1 MS. SHUTT: So we just have the two motions today.

2 THE COURT: All right. Let's do the motion to amend
3 first.

4 MR. JOHNSON: Thank you, Your Honor. May it please
5 the Court.

6 THE COURT: Yes, sir.

7 MR. JOHNSON: Townes Johnson on behalf of the
8 plaintiff, Best Choice Roofing.

9 Your Honor, this case was originally filed as a
10 straight breach of contract of an employment agreement
11 based on a liquidated damages provision, and this case was
12 referred to me through one of my classmates in law school
13 who was in Atlanta.

14 Some bad information was passed to him and that was
15 conveyed to me, and the complaint was drafted on those bad
16 facts, Your Honor.

17 Through discovery we have learned that those facts
18 have changed and -- Your Honor, some new circumstances
19 have come to light. Specifically -- and I'll give you a
20 little bit of background. Mr. Woods was an employee of
21 Best Choice Roofing in Tennessee. He agreed to move to
22 the Atlanta area to continue working for Best Choice
23 Roofing.

24 In conjunction with that, my clients advanced him
25 \$2,500 for living expenses and relocation fees and

1 whatnot. Mr. Woods stayed in Atlanta all of seven days
2 and then relocated here to South Carolina, Your Honor, and
3 through -- and anyway, and through the discovery process I
4 learned about this advance payment and the lack of
5 repayment thereof, and I learned that the claims under the
6 employment agreement no longer carried any weight, Your
7 Honor.

8 So this motion to amend drops the original breach of
9 contract cause of action, and it adds in causes of action
10 related to Mr. Woods' withholding of the 2500 and not
11 giving that back and -- and potential fraud,
12 misrepresentation and related to -- related to that
13 behavior, Your Honor. So that is the motion to amend.

14 You know, this -- so under 15 and the amendment is,
15 obviously, to conform to the proof, and that's Harvey vs.
16 Strickland, SE 2002, 385 SC 303 (phonetic) says should be
17 liberally allowed when prejudicing the opposing party will
18 not result.

19 And Your Honor, as you know, in Rule 15, prejudice
20 under Rule 15 is the lack of notice that the issue is
21 going to be tried and the lack of opportunity to refute
22 it.

23 Your Honor, we're still in the written discovery
24 phase of this litigation. We will have mediation
25 scheduled soon and potentially depositions, and so there

1 will be no prejudice to the defendants --

2 THE COURT: Okay.

3 MR. JOHNSON: -- in defending this cause of action.

4 THE COURT: All right. Hold on one second.

5 (Pause.)

6 All right. Do you want to be heard on the motion to
7 amend, Ms. Shutt?

8 MS. SHUTT: Yes, Your Honor, and it would be helpful
9 to be heard on the motion for summary judgment.

10 THE COURT: That's fine.

11 MS. SHUTT: Do you have the briefing I submitted, or
12 should I hand up a copy?

13 THE COURT: I do but if you have a copy --

14 MS. SHUTT: Certainly.

15 THE COURT: -- that would be helpful for me to read.
16 I have it all on the computer.

17 MS. SHUTT: My staff said summary judgment for the
18 judge, so that's the right copy.

19 THE COURT: They're smart.

20 MS. SHUTT: They're smart.

21 May it please the Court, Your Honor. My name is
22 Nekki Shutt. I represent Tyler Woods in this case. Tyler
23 is a 29 year old who has spent his entire life in the
24 roofing business. He worked for Best Choice since 2012 in
25 various states, and in 2017 they called him and said would

1 you come and work for us in Atlanta.

2 You know, basically the negotiation was yes, I'll
3 come but my wife is pregnant. We're very pregnant. We're
4 about to have a baby. We need a place to stay, so housing
5 was part of the deal.

6 There was a \$25 -- \$2,500 sign-on bonus. Tyler moved
7 from Tennessee to take this job. When he got there, he
8 was given the choice of a Motel-6 in a bad neighborhood or
9 staying in the room of another employee's house in -- you
10 know, in the outer rim of Atlanta neither of which were
11 acceptable for him and his new family.

12 He stayed -- I think it's two more -- between two and
13 three weeks there. That was an untenable situation. He
14 moved to Columbia where he had some family support.

15 Columbia is 183 miles from Atlanta. Best Choice was
16 not satisfied with the fact that he left, and so they sent
17 a cease and desist letter to his new employer. He got a
18 job with a roofing company here.

19 We sent a subpoena to them. They have shown in their
20 files that the only reason that Mr. Woods was terminated
21 was the cease and desist letter from Mr. Townes' client
22 saying that he was breaching a non-compete, and they
23 didn't want to get involved in that. So he lost his job
24 as his baby was about to be born.

25 Not satisfied with having caused him to lose his job,

1 they then filed this lawsuit in March of last year. I've
2 had repeated conversations with opposing counsel about
3 this being a groundless lawsuit. The employment agreement
4 clearly states that there is a non-compete, but you have
5 to be 100 miles away. It's 183 miles here.

6 We've done -- we've been forced to do a number --
7 we've done motions. We've had to compel every piece of
8 discovery we have gotten out of the plaintiffs. They
9 refused to submit to depositions.

10 They have -- when, you know, pressed on this issue
11 because we filed a counterclaim back. They filed a 505.
12 We did two sets for request to admit. Finally, the answer
13 came out of them after we, you know, moved to compel and
14 to deem them admitted was that they admitted that they
15 didn't have any offices within 100 miles. Nothing in
16 Charlotte, nothing in Augusta as they had previously
17 maintained to Judge Benjamin when we had our motion to
18 dismiss.

19 At that point, I said this is a baseless lawsuit.
20 This is a frivolous lawsuit. Let my client go. He is 29.
21 I -- I'm not being paid either, Your Honor. You know, he
22 gave me what he could, and I have had to stick with him
23 because I think he's right and I couldn't abandon the kid.

24 But once it was very clear that this was a baseless
25 lawsuit, and in 23 years that I've been doing this, I've

1 never seen a plaintiff behave this way, but they totally
2 abandoned all of the facts in their claim and in order to
3 avoid Frivolous Sanctions Proceeding Act, they have
4 totally created new facts and all of these new causes of
5 action.

6 So they have, in essence, abandoned all the previous
7 facts and the previous breach of contract cause of action
8 and now brought in these tort causes of action which is a
9 thinly veiled way to avoid liability with the Frivolous
10 Sanctions Proceeding Act.

11 I don't think -- we would ask the Court not to let
12 them amend. I mean, my client would definitely be
13 prejudiced. He is trying to pay a lawyer on an hourly
14 basis. We have engaged in written discovery, two sets of
15 requests to admit, two motion hearings. This is our third
16 motion hearing.

17 It would certainly prejudice him if he had to go back
18 and retread that ground on -- you know, and certainly, the
19 plaintiff has had an opportunity to assert these facts
20 before. I mean, they sent a cease and desist letter to my
21 client and to his new employer. They filed a lawsuit. I
22 filed a counterclaim. They filed a reply.

23 At no time did they mention this \$2,500 thing at all.
24 There is no piece of writing that they can show us that
25 says there was a contract that if, you know, your client

1 took the relocation fee that if he didn't stay more than a
2 day or didn't stay more than a week or more than a month
3 or more than a year he had to pay any of it back.

4 He showed up there in good faith, did not get what he
5 was promised, had a family to feed and a new baby on the
6 way and, you know, moved where he had some family support.

7 So now to let them amend, you know, almost a year
8 later would be patently unjust, Your Honor, and is not
9 what Rule 15 allows. Rule 15 allows you to look at the
10 facts and circumstances and justice and we're prejudiced.

11 Certainly, this -- this client who is trying to pay
12 me hourly to defend him, defend brand new allegations,
13 would not -- you know, would certainly be prejudiced, and
14 it is untrue that he would not be.

15 So we have a dueling motion for summary judgment,
16 Your Honor. The summary judgment and the motion to amend
17 were filed about the same time. You know, we've asked for
18 summary judgment on their claim on their first lawsuit
19 altogether.

20 THE COURT: The breach of contract?

21 MS. SHUTT: Yeah.

22 THE COURT: Okay.

23 MS. SHUTT: And I mean, they've abandoned that. I
24 don't know that Mr. Townes is going to -- Mr. Johnson,
25 sorry, Mr. Johnson is going to fight that at all.

1 MR. JOHNSON: No, Your Honor. That was part of
2 the -- I had bad information. I did. As it related -- I
3 was told that there was an office in Augusta at the time
4 that Mr. Woods was employed.

5 My understanding is the Atlanta law firm was told
6 that same information, and the letter that they sent to
7 Mr. Woods' employer was based on that information, as
8 well.

9 You know, Your Honor, as it relates to this, what
10 Ms. Shutt calls a relocation fee, there is a big dispute
11 about that. The checks themselves say draw on them, and
12 it was not a relocation fee of any sort.

13 It was -- it was to help him get established in
14 Atlanta, and he just took the money and moved to Columbia.
15 But there's a huge disagreement of the facts on that side
16 of it.

17 THE COURT: All right.

18 MS. SHUTT: I don't think we disagree at all as far
19 as our discovery. It's clear that he started on -- he
20 received this, this \$2,500 for moving expenses,
21 relocation, whatever is a draw, whatever it was on
22 April 14th, 2017.

23 His first day at work was 4/17/2017 in Atlanta, and
24 his last day was the 29th. So I mean, he worked two weeks
25 there, and there was -- I mean, there is no piece of paper

1 the plaintiff can offer to say that he had to pay anything
2 back. I mean, this is all souped up to avoid some type of
3 liability.

4 MR. JOHNSON: Well, Your Honor, and I adamantly
5 disagree with that, but that's -- that's neither here nor
6 there. I mean, actually it needs to be flushed out in
7 litigation. That's the whole point of getting to the
8 actual facts of what transpired. I don't think those
9 dates are accurate.

10 One of the checks was written, I believe, April 21st.
11 I think the other one was written April 19th. So you
12 know, I don't think that those dates are accurate as far
13 as when the checks were deposited or I think written by my
14 client, Your Honor.

15 But as far as the initial complaint, as soon as I
16 learned that they did not have a location as I was
17 previously told in Augusta, I moved to amend to drop the
18 claim. I think that's what a reasonable attorney in that
19 situation would do. Ms. Shutt filed summary judgment a
20 couple days thereafter, Your Honor.

21 As far as the Frivolous Proceedings Act, you know --

22 THE COURT: That's not even before me at this point
23 in time, so you don't -- I'm -- I don't -- I don't have
24 any impression that you did anything wrong, Mr. Johnson.
25 So you don't need to worry about that with me.

1 Clients sometimes give bad information to lawyers,
2 and they turn the facts into situations that are more
3 beneficial to them. So I'm not saying you did anything
4 wrong.

5 The issue before me at this point in time is the
6 motion to amend.

7 Does anybody else want to be heard on the motion to
8 amend?

9 MR. JOHNSON: Well, and quickly I would just say that
10 the prejudice of additional attorneys fees is not the
11 prejudice that's involved in Rule 15.

12 Rule 15 is very clear that the prejudice involved is
13 lack of notice and the lack of opportunity to review, and
14 in this case especially since we haven't done depositions
15 we're not on the trial docket as far as I know. I mean,
16 there can't be any prejudice under Rule 15.

17 THE COURT: When was the case filed? That's the one
18 question that I --

19 MR. JOHNSON: March 1st.

20 THE COURT: Of 2018?

21 MR. JOHNSON: Yes, sir.

22 THE COURT: Okay. All right.

23 Anything else, Ms. Shutt?

24 MS. SHUTT: Yes, Your Honor. I have to disagree with
25 Mr. Johnson on prejudice.

1 So, you know, prejudice means lack of notice. Lack
2 of notice, if he was filed -- this was filed in March
3 of 2018, there is not one sentence or one word about this
4 in that complaint.

5 That -- this did not appear at all until their
6 original claim totally evaporated, and it only evaporated
7 because I kept filing motions to compel because I was not
8 getting answers out of them.

9 And the only reason we didn't have depositions so far
10 is because they have not -- they have refused to give me
11 dates. We are past due for doing mediation, and they have
12 refused, refused, to come to mediation.

13 Frankly, Your Honor, I don't want my client to have
14 to spend more time, more time and resources on any of
15 that. He is entitled to be -- let go. He has not had
16 notice of this, so amending the pleadings, you know, ten
17 months after you filed them to try to rescue something is
18 not notice.

19 THE COURT: Okay. All right.

20 MS. SHUTT: Thank you.

21 THE COURT: All right. I'll let you all know by the
22 end of week. You'll get an email from my clerk with my
23 ruling in it, and then we'll get the proposed orders and
24 get it knocked out.

25 MS. SHUTT: Okay. Thank you, Your Honor.

1 THE COURT: Thank you both very much.

2 MR. JOHNSON: Thank you, Judge.

3 (Whereupon, the proceedings were concluded.)
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CERTIFICATE OF REPORTER:

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Karen Ambroziak, Official Court Reporter for the
5th Judicial Circuit of the State of South Carolina, do
hereby certify that the foregoing is a true, accurate and
complete Transcript of Record of the proceedings had and
evidence introduced in the trial of the captioned case,
relative to appeal, in the Court of Common Pleas for
Richland County, South Carolina, on the 30th day of
January, 2019.

March 8, 2019

Karen Ambroziak

Karen Ambroziak, RPR
Circuit Court Reporter

EXHIBIT 2

Locations

Find a Best Choice Roofing (<https://www.bestchoiceroofing.com/>) contractor near you! We are extremely proud to serve communities nationwide with quality roof inspections and installation (<https://www.bestchoiceroofing.com/services/>).

Alabama ()

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- Huntsville (<https://www.bestchoiceroofing.com/locations/alabama/huntsville/>)
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- Sebring (<https://www.bestchoiceroofing.com/locations/florida/sebring/>)
- Tampa (<https://www.bestchoiceroofing.com/locations/florida/tampa/>)

Online Agent

 Best Choice Roofing (https://www.bestchoiceroofing.com)	-
Atlanta (https://www.bestchoiceroofing.com/locations/georgia/atlanta/)	
Atlanta South (https://www.bestchoiceroofing.com/locations/georgia/atlanta-south/)	
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Tracking PPP

Search Every Company Approved for Federal Loans

Search for PPP loan applications by organization, lender, zip code and business type.

Search

[Home](#) ›**BEST CHOICE ROOFING AND HOME IMPROVEMENT, INC.**[? Why is my loan information here?](#)

Loan Amount

\$732,090

Amount Forgiven

\$736,625*Includes any accrued interest*

Where applicants said the money will go

Payroll	\$732,090
Utilities	\$0
Mortgage Interest	\$0
Health Care	\$0
Rent	\$0
Refinance EIDL	\$0
Debt Interest	\$0

Location

Hendersonville, TN

Urban

Industry

Roofing Contractors

Date Approved

April 27, 2020 (First Round)

Lender

Volunteer State Bank

Jobs Reported

90

Business Type

Subchapter S Corporation

Business Age

Existing or more than 2 years old

Loan Status

Forgiven

Companies and nonprofit organizations that receive PPP loans may have the loans forgiven [if they meet certain criteria](#), including not laying off employees during the defined period covered by the loan. Applicants must attest in their application that the loans are [necessary for their continuing operation](#). Note: This data reflects loan applications approved by banks and submitted to the SBA. It may not account for money not distributed to, or credit not used by, a given company.

If you are a representative of this company and believe this record is in error, use [this form](#) to let the SBA know.

About this data

This data comes from the [Small Business Administration](#), and includes lender-approved loans under the Paycheck Protection Program as of June 1, 2021. Other loan programs, such as Economic Injury Disaster Loans, are not included in this database. The [data](#) includes the congressional district of each organization, but for Pennsylvania and North Carolina the districts do not reflect 2018 redistricting.

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Tennessee

Secretary of State

Tre Hargett

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Business Entity Detail

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■

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Return to the [Business Information Search](#).

000621156: For-profit Corporation - Domestic

Printer Friendly Version

Name: BEST CHOICE ROOFING & HOME IMPROVEMENT, INC.

Status: Active

Formed in: TENNESSEE

Fiscal Year Close: December

Term of Duration: Perpetual

Principal Office: 105 HAZEL PATH
HENDERSONVILLE, TN 37075-3886 USA

Mailing Address: 105 HAZEL PATH
HENDERSONVILLE, TN 37075-3886 USA

AR Exempt: No

Shares of Stock: 100

Initial Filing Date: 01/05/2010

Delayed Effective Date:

AR Due Date: 04/01/2023

Inactive Date:

Obligated Member Entity: No

Assumed Names

History

Registered Agent

Agent Name: HOLLOWAY, WAYNE

Agent Address: 105 HAZEL PATH
HENDERSONVILLE, TN 37075-3886 USA



Secretary of State Tre Hargett

Tre Hargett was elected by the Tennessee General Assembly to serve as Tennessee’s 37th secretary of state in 2009 and re-elected in 2013, 2017, and 2021. Secretary Hargett is the chief executive officer of the Department of State with oversight of more than 300 employees. He also serves on 16 boards and commissions, on two of which he is the presiding member. The services and oversight found in the Secretary of State's office reach every department and agency in state government.



About the Office

The Tennessee Secretary of State has oversight of the Department of State. The Secretary of State is one of three Constitutional Officers elected by the General Assembly, in joint session. The Secretary of State is elected to a four-year term. The constitution mandates that it is the secretary's duty to keep a register of the official acts and proceedings of the governor, and, when required, to "lay same, all papers, minutes and vouchers relative thereto, before the General Assembly."

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https://www.hendersonvillestandard.com/news/hazel-path-mansion-has-new-owner/article_779253b6-d3d0-5808-a4a3-355e346f3195.html

Hazel Path Mansion has new owner

STAFF REPORTS

Mar 22, 2017



Editor's note: Sumner County tax records show Mr. Holloway purchased the property Jan. 12 for \$800,000.

Wayne Holloway, a local entrepreneur and resident has recently purchased the Hazel Path Mansion. He was in need of a new office space for some of his support staff, and decided that Hazel Path Mansion would be the perfect place. It will house various employees of his businesses, while also providing unique office space for other local professionals.

He is planning on renovating the property to the luster it once had by repairing and renovating the exterior and interior of the mansion. He plans to furnish the property with period-correct furniture and has plans to utilize the space as an event center in the near future. He also plans to host weddings, parties, photo shoots and reunions at this gorgeous and unique piece of Hendersonville history.



The property will undergo many renovations that will beautify the property while also preserving the ability to remain on the National Historic Register.

This historic property has been a key element to Hendersonville's history and culture and Wayne is committed to the restoration process so that this beautiful property can continue to be enjoyed by residents and tourists alike.

Hazel Path Mansion has a long history

Daniel Smith Donelson built Hazel Path Mansion in 1857. The brick was made on the site and stone was quarried nearby. The original home consisted of nine rooms in the main structure. The foundation and side steps are stone which were hand-hewn. The fireplaces were coal burning and the large doors are painted to resemble mahogany. The downstairs floors are oak and the upstairs floors are poplar.

The crystal chandeliers were imported from Paris in 1850. The light fixtures, now converted to electricity, were gas burning. The other buildings on the property once housed the kitchen, well, smoke house, ice house and slave quarters. The massive front staircase was built in the 1890's by the Pullman Company which made stage coaches and carriages.

History of Smith-Donelson family Daniel Smith Donelson was the grandson of Daniel Smith who built Rock Castle and was one of the first settlers in this area. He was also the nephew of President Andrew Jackson. Daniel Smith Donelson was a graduate of West Point and attained the rank of brigadier general in the Tennessee Militia in 1829. In the Confederate Army he attained the rank of Major General. General Donelson selected the site of Fort Donelson in West Tennessee, but was not present at the battle for the fort. He died while in command of The Department of East Tennessee and is buried at the Presbyterian Cemetery located 600 meters west of Hazel Path on Gallatin Road. Problems beset the Donelson family when General Donelson died in 1863 during Civil War. Hazel Path was confiscated by the Union Army and occupied during the period that Tennessee was placed under martial law and Andrew Johnson was designated as Governor. In 1865 after the Civil War had ended, Mrs. Margaret Branch Donelson returned to find the farm occupied.

Troops removed from home

Andrew Johnson remembered a kindness to a small boy many years ago from Governor Branch of North Carolina, the father of Mrs. Donelson. When President Johnson learned that Mrs. Donelson was the daughter of Governor Branch he ordered the Union troops to vacate Hazel Path and returned the home to the Donelson family. Margaret Branch died a few years later in 1871.

The house and 254 acres of land were sold to Judge John Kincaide in 1870 while Daniel's estate was being settled. Judge Kincaide lived at the plantation with his daughter Mary Ann Weisiger and her husband Joseph and their children. When he died in 1872 he left the property to his daughter in his will.

Home purchased for Nannie Berry

In 1886 nearby Rock Castle was owned by Harry Smith, another grandson of General Daniel Smith and cousin of Daniel Smith Donelson. He lived at Rock Castle with his family which included his daughter Nannie Smith Berry, her husband, Horatio Berry, and their three children. Harry Smith purchased Hazel Path and 121 acres from the Weisiger family for his daughter, Nannie and her family. After moving to Hazel Path, Horatio and Nannie Berry acquired adjacent land. Hazel Path became a large farm more than 3,800 acres. Horatio Berry's interests were mostly in livestock, mules, cattle and hogs. His operations were on

scale that many other farmers. At the turn of the century the plantation produced 2,000 hams per year as well as other farm products which were distributed throughout the country. Horatio Berry died on Feb. 24, 1908 at the age of 57. The obituary in the Nashville Tennessean of the following day indicated that the Berrys' had purchased a great deal of land making the plantation one of the largest in the state. At one point Horatio and Nannie Berry owned Hazel Path Mansion, Rock Castle, Tulip Grove Mansion and the Bradford-Berry House. Nannie Smith Berry continued to reside at Hazel Path with some of her children. She died at the age of 100 in 1961. After her death, Hazel Path continued to be occupied by one or more of the Berry children until the death of Sarah Berry in 1978. Hazel Path and the surrounding property was then sold for commercial development. Hazel Path was restored to its original condition in the early 1980's by Harvey and Linda Gardner. The house is on the National Register of Historic Homes. Louis Oliver and James Fuqua, both local attorneys, purchased Hazel Path in 1992. The present owners are dedicated to preserving the historic structure as well as sharing this piece of Tennessee History with others. The mansion is available for weddings and other events.

Reference: <http://www.hazelpathmansion.com/index-5.html>

Article contributed by Kassie George - Affiliate Broker with Chamberlain Realty;

KassieGeorge.com, 113 Shivel Drive.

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AUGUST-SEPTEMBER 2022 ♦ CONSTRUCTION

BEST CHOICE ROOFING – HENDERSONVILLE, TENNESSEE

August 31, 2022

**Best Choice Roofing****A People-first business**

Business View Magazine interviews, Wayne Holloway, Owner/Founder of Best Choice Roofing, for our focus on the U.S. Construction Industry

In 2009, working with a single insight into the roofing industry, Wayne Holloway, realized there was a niche in the marketplace that needed to be filled. Holloway recognized that clients need roofing experts on their side who understand exactly what reroofing requirements are needed. Clients also longed for assistance with their insurers to "see eye-to-eye," so he established Best Choice Roofing in a 900 square foot condominium in Hendersonville, Tennessee.

The core of the Best Choice Roofing model is client education of work requirements and roof replacements. BCR is successful because their consultants make it easy to understand what's needed when going over damages. They also assist clients in deciding whether to repair or replace a damaged surface. They were one of the first businesses to implement this business strategy.

BCR took advantage of our unique market position and provided customers with quality service and product material. In turn, this allowed for rapid expansion of the organization – thanks to a lot of hard work and a highly motivated staff.

Scouting top talent for Best Choice Roofing was one of Holloway's main priorities. He emphasizes, "From the get-go, we focused on finding and retaining the best talent. We have always believed in giving people the opportunity to grow, financially as well as professionally." Currently, the administrative staff for the Best Choice Roofing brand houses approximately 150 to 175 employees, while the sales team is made up of 400 to 450 members in the field.

BCR also employs the best of the best subcontractors. These subcontractors must go through a rigid vetting process, which includes checking credentials, licensing, as well as insuring. The Best Choice Roofing brand has expanded to 42 locations around the U.S., with the headquarters still based in Hendersonville, Tennessee. New locations are consistently popping up. With the company spread between different locations, the clients' needs change drastically – whether it's in the extreme baking heat of Las Vegas to the humid tropics of Southern Florida. That includes damage from a variety of storms.



Best Choice Roofing's business model requires a brick-and-mortar shop. This step ensures permanence in the community rather than becoming a storm-chasing company, where organizations follow storms and quote for business. Being locally based means the subcontractors know how to complete the

When it comes to sourcing roofing products and suppliers, the company has established long-standing relationships across the country. These relationships ensure the company can offer exclusive warranties on materials and labor. Best Choice Roofing is proud to be an Owens Corning Roofing Platinum Preferred Contractor, among its many valuable suppliers. The roofing material requirements vary with the changing climate in certain areas, but the most common shingle is still asphalt.

With a company expanding as fast as Best Choice Roofing, corporate culture is important. "Our employees are genuinely excited, as they work for a company where they know their worth. Work hard and you'll be able to lift yourself out of poverty," says Lisa Holt, Brand Manager at Best Choice Roofing.

Holt has heard firsthand stories of people who started the job at the company living in a car or not able to pay medical bills, and in a short time being able to address these issues. She notes, "From my perspective, it's fulfilling to see these changes and it helps with morale around the office."

The company might have started as a roofing organization, but it has transformed into a people-first company. Through a tremendous amount of time and energy, Best Choice Roofing transforms its employees' lives professionally, as well as personally. "We train people to get the job completed professionally, which means educating them on how to interact with the general public, how to stay motivated, and more," says Holloway.

Commission-based compensation requires high-level energy from employees and leaders who set the standard for development and promotions. At Best Choice Roofing, sales personnel can work their way to an ownership level. This upward moving career path really differentiates Best Choice Roofing from its competitors. Sales personnel can work their way to a management role and take part ownership in the branch. The results affirm a motivated workforce who stay with the company for years.

Best Choice Roofing is currently developing a franchising model, making it one of the few roofing organizations to engage with this offering. Officially launching in 2023, the company hopes to expand its reach across the United States. By offering individuals an opportunity to get into the roofing sector, Best Choice Roofing ensure that its experience and branding will allow more individuals to seize the opportunity. According to Holloway, "It has taken four years to get to this point in our franchising journey. We are offering a brand that promises excellence, honesty, as well as an ethical business offering. We've been tracking our successes to achieving this goal, like playing a game of chess, with slow calculated moves."



Holloway's biggest motivation behind franchising BCR is the belief that in order to grow a brand faster, you need to involve more people. It may seem like the ideal franchisee candidate should already be a business owner, but Holloway knows that anyone with the right mindset and motivation can be a great business owner. He reports, "We've been able to upskill individuals from a sales position to branch owner 10 times already, within our own company, and we're keen to keep our track record going."

The company is looking for individuals who are financially stable, honest, ethical, trustworthy, and motivated. It is also important for candidates to fit into the culture and "deliver high energy with full throttle." At the end of the day, Best Choice Roofing wants to "empower nobody to become somebody." This term was coined by Holloway from first-hand experiences.

One of BCR's partners, who emigrated from Turkey, is a good example of what the company stands for. He joined Best Choice Roofing after having a success business selling meat from the back of his truck. After joining the company, he worked his way to a management role, which attracted Holloway's attention... Holloway then offered him an ownership opportunity. Now this individual employs nearly a hundred people. The literal American dream.

With supply chain issues plaguing every industry, the roofing industry was not immune. While some areas presented real issues, the company relied heavily on communication. Managing clients' expectations meant communicating as accurately and timely as possible. During COVID, Best Choice Roofing was deemed an essential service and many home owners were reluctant to have in-home inspections. So the BCR sales personnel on the ground were able to utilize technology to complete their inspections.

Technology has developed incredibly fast in the home improvement sector. Newer shingles have been developed to handle more extreme weather conditions compared to products used just five years ago. But then again, depending on the events and market, the extent of the work can vary widely. Some work only requires the replacement of the shingles, while other projects will need to replace the bare decking as it cannot accept new nails.

Best Choice Roofing offers free evaluations, with video and picture evidence. These evaluations are presented to the client and can be taken to the insurance company to motivate their claims. Best Choice Roofing is a people-first company, and its goal is to help individuals. In the case of its clients, the

Moving into the future, it's hard to gauge higher levels of success, but after only 13 years in the business, and 42 locations across the U.S., the next three to five years are bound to be exciting. Also, with the new franchising opportunities, Best Choice Roofing is on track to pop up in many more states and enrich the lives of many more homeowners – delivering on their promise to being a people-first company for employees, partners, and clients.

Click The Cover To View Or Download The Brochure



AT A GLANCE

Best Choice Roofing

What: A fast growing, national roofing company

Where: Based in Hendersonville, Tennessee

Website: www.bestchoiceroofing.com

PREFERRED VENDORS



Hover - www.hover.to

HOVER is developing an accurate and usable data set of physical property to deliver a simpler and more transparent home improvement experience. Used by contractors, insurance adjusters and homeowners alike, HOVER drives efficiencies with a mobile app that measures, designs, and estimates costs all in one place. Smartphone photos transform into beautifully rendered, fully-measured 3D models of any home.

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Become a Franchise Owner

13 years of proven success.

As a Best Choice Roofing Franchise, you will become part of a culture and community that was built from the ground up by Founder and CEO Wayne Holloway. This business model has fueled growth from one tiny location and one employee to over 40 locations and almost 1,000 employees nationwide, and over \$120M in sales in 2021.

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Best Choice Roofing Franchise

Invest in the largest roofing franchise in the nation with \$3.8 MILLION in average revenue, with some locations breaking even in 3 months!

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Cash Required ⓘ	Min. Franchise Fee ⓘ	Total Franchise Units ⓘ
\$100,000	\$59,500	33

About Best Choice Roofing

The highest-producing roofing franchise in the nation, Best Choice Roofing specializes in roof repair and replacement with a customer-first approach. With \$114 MILLION in annual revenue, and on pace for \$150M in 2022, Best Choice Roofing offers franchisees a highly scalable, successful model in a need-based, \$52B industry that never slows down.

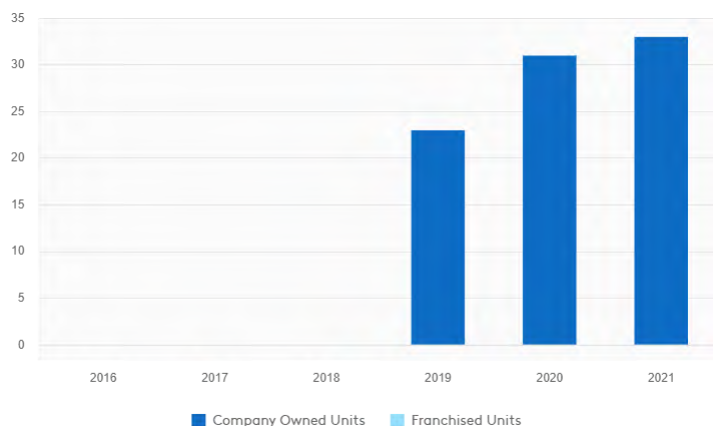
Storm damage occurs in any market, no matter the season. Franchisees can see huge revenue numbers in any territory from roof damage in all environments, as well as older roofs needing replacement every 10-15 years.

BCR is committed to financial performance transparency, with a complete P&L with no misleading figures. Their item 19 is impressive, with a high average ticket of \$12,000+, and \$3.8M in average gross revenue. Revenue is driven through insurance, offering homeowners peace of mind knowing they won't have to pay out of pocket.

Differentiation themselves in an extremely fragmented market, filled with unsophisticated competition and untrustworthy storm chasers, Best Choice Roofing uses proprietary products, powerful partnerships, and robust technology systems. Franchisees can expect proven processes, like BCR's incredibly dialed-in sales process, strong marketing systems, a national call center, and appointment setting services.

Franchising Since	Corporate Headquarters	CEO Name
2022	Hendersonville, TN	Wayne Holloway

Franchise Unit Overview



Total Number of Units
33

New Units Opened
2

** in 2021*

Average Unit Revenue
\$3,802,741

Why Choose Best Choice Roofing?

Top 5 Selling Points

- Proven Success - 40+ locations in 15 states, \$115M in 2021 revenue, completed over 70,000 roofing projects
- Recession/Virus Proof - mother nature never takes a break, storms will always happen and insurance companies will also have money to fulfill claims
- Easy Startup, Easy Sell - 'business in a box' franchise, drive revenue through insurance, low cost to the customer
- Training - extensive training, no roofing or industry experience required
- Robust Daily Support - HQ hosts weekly sales training, call-center support, contract review, etc.

Competitive Advantages

- The highest producing roofing franchise in the nation - \$114M in annual revenue in 2021 and on pace for \$150M in 2022
- Highly scalable model in an extremely fragmented \$52B Industry
- Unsophisticated and inexperienced competition
- Exclusive proprietary product
- Complete P&L in the item 19 - no misleading figures like other competitors.
- Direct to consumer & insurance work
- Supplementation & claims team
- Weekly continued education for franchisees and sales team
- High average ticket of \$12,000+ and healthy margins
- Franchisor solutions for local and state licensing requirements

Min. Franchise Fee
\$59,500

Veteran's Fee: \$53,550

Royalty Fee
6.0%

Gross Sales

Ad Fund fee
1.0% - 3.0%

Gross sales

Training & Support

In-person event at the BCR headquarters in Hendersonville, TN. Day One - Focused on a meet & greet, tour, and experience of the technology, call center, and brand. Everyone gets to know each other over dinner in a fun, experiential environment.

Day Two - BCR takes candidates through each step, outlining the support and resources available to them and addressing questions. Day two wraps up with 1:1 meetings with founder, Wayne Holloway, and each department head. Initial Training 100 Hours of training split between home office & franchisee's location covering orientation, hiring strategies, training for all employee roles & positions, in-field shadowing, & all back-end processes & KPI tracking.

- 100 combined hours of training at HQ and in the franchisee's territory
- Recruiting & retention strategies
- Utilizing and leveraging customer-facing technology
- No cost for the initial training for up to 3 total individuals. Dedicated onboarding team.
- Post launch in-field visit by BCR success coach
- Extensive BCR 101 Sales Training Program for franchisees & sales reps On-Going Support
- Weekly conference calls with Franchise Support Manager
- Educated home office staff available for support
- Quarterly in-person visits to help with recruitment & sales training
- Semi-annual in-person training with entire company coined as BCR bootcamp
- National Call Center & Appointment Setting services
- Consistent review of submitted contracts & ordered supplies for accuracy

- ✔ Training and Support
- ✔ Financing Available
- ✔ Multi Units
- ✔ SBA Approved

History

Wayne Holloway founded Best Choice Roofing in 2009 with a single location in Nashville, Tennessee. Since then BCR has grown to successfully complete over 70,000 roofing projects in the United States with over 40 locations across 15 states. Holloway built an incredibly strong foundation, allowing BCR to become the largest roofing franchise in the nation by volume. Before founding BCR, Holloway describes himself as a sales guy just trying to find his niche. Averaging \$3.67M in gross revenue, Holloway was able to build a highly successful franchise system. He is proud to say BCR is "a family and culture-driven sales organization that provides great roofing services and products to homeowners in their time of need."

Total Investment ⓘ	Net Worth Required ⓘ	Cash Required ⓘ
\$110,200 - \$193,000	\$300,000	\$100,000

Ideal Candidate

Best Choice Roofing is a family and culture-driven sales organization that provides a great product to homeowners in their time of need. They don't require specific backgrounds, but they're not looking for just anyone. BCR is seeking people who want to create financial independence for themselves and their employees.

- Outgoing individuals that enjoy building relationships and networking in their local communities.
- Ability to recruit, train, lead, and retain a group of highly motivated sales team.
- Willing and comfortable following a proven business model.
- Empire builder mentality.



ELECTRONICALLY FILED - 2023 Aug 30 8:02 PM - RICHLAND - COMMON PLEAS - CASE#2018CP4001318

EXHIBIT 23

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP4001318

Best Choice Roofing & Home Improvement Inc
PLAINTIFF(S)

Tyler Woods
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:

Plaintiff's Motion to Alter or Amend (filed on 4/2/23) is DENIED.

Plaintiff's Motion to Alter or Amend (filed on 7/19/23) 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 12/05/2023 .

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.



Richland Common Pleas

Case Caption: Best Choice Roofing & Home Improvement Inc vs Tyler Woods

Case Number: 2018CP4001318

Type: Order/Electronic Form 4

IT IS SO ORDERED.

Jocelyn Newman, Chief Judge for Administrative
Purposes, Court of Common Pleas, 5th Judicial
Circuit

EXHIBIT 24

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Jocelyn Newman, Chief Judge for Administrative Purposes

The Honorable Joseph M. Strickland

The Honorable L. Casey Manning

The Honorable Robert E. Hood

Civil Action No. 2018-CP-40-01318

Best Choice Roofing & Home Improvement, Inc.....Appellant,

v.

Tyler Woods.....Respondent,

NOTICE OF APPEAL

Best Choice Roofing & Home Improvement, Inc. appeals the following Orders:

- 1) The Order of The Honorable Jocelyn Newman denying Plaintiff's Motion to Alter or Amend filed April 2, 2023 and Plaintiff's Motion to Alter or Amend filed July 19, 2023. Appellant received written notice of the December 6, 2023 Order on December 6, 2023;
- 2) The Order of The Honorable Joseph M. Strickland Manning filed on March 27, 2023. Appellant received written notice of the March 27, 2023 Order on March 27, 2023;
- 3) The Order of The Honorable L. Casey Manning filed on July 28, 2022. Appellant received written notice of the July 28, 2022 Order on July 28, 2022;

- 4) The Order of The Honorable L. Casey Manning filed on April 28, 2022. Appellant received written notice of the April 28, 2022 Order on April 28, 2022;
- 5) The Order of The Honorable Robert E. Hood filed on October 22, 2019. Appellant received written notice of the October 22, 2019 Order on October 22, 2019;
- 6) The Order of The Honorable Robert E. Hood filed on February 19, 2019. Appellant received written notice of the February 19, 2019 Order on February 19, 2019;

TOWNES B. JOHNSON III LLC

/s/ Townes B. Johnson III

Townes B. Johnson III, S.C. Bar # 75412

PO Box 9246

Greenville, S.C. 29604

(864) 757-4899

tjohnson@sc.legal

Attorneys for the Appellant

Greenville, South Carolina

Other Counsel of Record:

Nekki Shutt, S.C. Bar # 8784

PO Box 1929

Columbia, SC 29202

(803) 904-7912

Attorneys for the Respondent

EXHIBIT 25



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

January 02, 2024

Mr. Townes Boyd Johnson, III, Esquire
PO Box 9246
Greenville SC 29604

Re: Best Choice Roofing v. Tyler Woods (2)
Appellate Case No. 2023-001996

Dear Counsel:

Our records reflect that the time for ordering the transcript has expired. Within ten days of the date of this letter, you must file a copy of the letter showing that you have timely ordered the transcript from the court reporter. If you have not timely ordered the transcript, you must serve and file a motion requesting permission to order the transcript outside of the filing deadlines set by Rule 207 of the SCACR, along with a copy of your letter addressed to the court reporter.

Be sure to copy the Court, the Office of Court Administration and opposing counsel with all correspondence concerning the transcript. The address for Court Administration is as follows:

South Carolina Office of Court Administration
1220 Senate Street, Suite 200
Columbia, SC 29201

You must advise the Court of the status of the transcript within ten (10) days of the date of this letter, or your appeal will be dismissed.

Very truly yours,

Catherine Hannissaw, deputy

CLERK

cc: Sarah Jean Michaelis Cox, Esquire
Nekki Shutt, Esquire

The South Carolina Court of Appeals

Best Choice Roofing & Home Improvement, Inc.,
Appellant,

v.

Tyler Woods, Respondent.

Appellate Case No. 2023-001996

The Honorable Robert E. Hood,
The Honorable L. Casey Manning,
The Honorable Joseph M. Strickland,
The Honorable Jocelyn Newman
Richland County
Trial Court Case No. 2018CP4001318

ORDER

Appellant has failed to order the transcript, as required by Rule 207 of the South Carolina Appellate Court Rules (SCACR) and this Court's letter dated January 2, 2024. Accordingly, this appeal is dismissed. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT
BY  deputy
CLERK

Columbia, South Carolina

FILED
Jan 18 2024

cc:

Townes Boyd Johnson, III, Esquire
Sarah Jean Michaelis Cox, Esquire
Nekki Shutt, Esquire

EXHIBIT 27

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

Jan 18 2024

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Jocelyn Newman, Chief Judge for Administrative Purposes

The Honorable Joseph M. Strickland

The Honorable L. Casey Manning

The Honorable Robert E. Hood

Civil Action No. 2018-CP-40-01318

Best Choice Roofing & Home Improvement, Inc.....Appellant,

v.

Tyler Woods.....Respondent,

**MOTION TO REINSTATE AND
MOTION FOR EXTENSION OF TIME TO REQUEST TRANSCRIPT**

Pursuant to South Carolina Appellate Court Rules Rule 240, Appellant Best Choice Roofing & Home Improvement, Inc. (“Appellant”), by and through the undersigned attorney, respectfully moves this Court for an Order reinstating the case and granting an extension to Appellant to order the transcript. The basis for this motion is that the Court’s email of January 2, 2024 was erroneously missed (presumably being together with the Court’s email of December 29, 2023) and the undersigned attorney was not aware of the deficiency to order the transcript until today, January 18, 2024, upon the Court’s dismissal of the case. To correct the deficiency, Appellant has now requested the April 4, 2022 transcript (as the transcripts for the January 30,

2019 hearing and the transcript for the January 25, 2023 hearing have already been obtained). A copy of the correspondence related to the April 4, 2022 transcript request is attached as “**Exhibit A**”.

Accordingly, for the foregoing reasons, counsel respectfully moves the Court to reinstate the matter.

TOWNES B. JOHNSON III, LLC

/s/ Townes B. Johnson III

Townes B. Johnson III, S.C. Bar # 75412

PO Box 9246

Greenville, S.C. 29604

(864)-757-4899

tjohnson@sc.legal

Attorneys for the Appellant

Greenville, South Carolina

Other Counsel of Record:

Nekki Shutt, S.C. Bar # 8784

Sarah J. M. Cox, Esq.

PO Box 1929

Columbia, SC 29202

(803) 904-7912

Attorneys for the Respondent

Townes Johnson

From: Townes Johnson
Sent: Thursday, January 18, 2024 10:20 PM
To: kkocsis@sccourts.org; Transcripts
Cc: nshutt@burnetteshutt.law; Sarah J.M. Cox (she/her)
Subject: RE: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318

Apologies. I failed to copy Court Administration on the below correspondence.

Townes Johnson

From: Townes Johnson
Sent: Thursday, January 18, 2024 10:15 PM
To: 'kkocsis@sccourts.org' <kkocsis@sccourts.org>
Cc: 'nshutt@burnetteshutt.law' <nshutt@burnetteshutt.law>; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>
Subject: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318

Ms. Kocsis:

Attached, please find my transcript request for a hearing held on April 4, 2022.

Please let me know if you need anything else from me regarding same.

Thank you,

Townes Johnson



South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter/Transcriptionist and to South Carolina Court Administration at transcripts@sccourts.org. If WebEx or DCRP were used to capture the record, please indicate below and send the form to transcripts@sccourts.org.

Requestor's Information			
Full Name Townes B. Johnson III	Law Firm/Agency Townes B. Johnson III, LLC	Phone Number 864-757-4899	
Email Address tjohnson@sc.legal		Mailing Address P.O. Box 9246, Greenville SC 29604	
Is the requestor a party in the case? ☐ Yes ☒ No If no, does the requestor represent a party? ☒ Yes ☐ No If yes, name of party Best Choice Roofing			
Transcript Information			
Docket Number 2018-CP-40-01318	Full Case Caption (i.e. State v. John Doe or John Smith v. Jane Smith) Best Choice Roofing & Home Improvement Inc. vs Tyler Woods		Circuit ☒ Family ☐
Date(s) of Proceeding April 4, 2022	County Richland	Appeal pending ☒ Yes ☐ No	Death Penalty ☐ Yes ☒ No
Presiding Judge The Honorable L. Casey Manning		Special Circumstances Is the hearing to be transcribed one of the following: ☐ Termination of parental rights ☐ Adoption ☐ Any actions involving child custody/visitation.	
Opposing Counsel(s) (name and email address) Nekki Shutt nshutt@burnetteshutt.law ; Sarah J. M. Cox scox@burnetteshutt.law			
Court Reporter(s) Karen A. Kocsis	☐ WebEx ☐ DCRP	Delivery Timeframe (check Rule 607 for current page rates) ☐ Quote ☐ Rough Draft ☐ Overnight delivery ☐ Daily delivery ☐ Expedited delivery (7 days) Due on/before: ☒ Regular delivery (60 days)	
Portion of proceeding to be transcribed ☒ Entire hearing ☐ Voir dire by juror ☐ Jury selection ☐ Plaintiff's opening statement ☐ Defendant's opening statement ☐ Plaintiff's closing arguments ☐ Defendant's closing arguments ☐ Entire direct examination ☐ Entire cross examination ☐ Entire redirect ☐ Examination of witness (W) by attorney (A) W: A: ☐ Ruling of the court		Delivery Method (additional fees may apply) ☒ PDF / Email ☐ Hard Copy/Priority Mail (\$50 + shipping) ☐ PDF & Hard Copy/Priority Mail (\$50 + shipping)	
		Responsible Payor ☒ Private / Self ☐ Court Appointed Counsel Appeals Attorney Email ☐ Other	
Next Hearing Date			

Requestor's Signature: /s/ Townes B. Johnson

Date: 1/18/24

(Typed name will serve as signature)

NOTE: Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before the transcript can be placed in the production queue. You may also request a quote before deciding to order. *If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.*

If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter or transcriptionist.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

Jan 18 2024

SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Jocelyn Newman, Chief Judge for Administrative Purposes

The Honorable Joseph M. Strickland

The Honorable L. Casey Manning

The Honorable Robert E. Hood

Civil Action No. 2018-CP-40-01318

Best Choice Roofing & Home Improvement, Inc.....Appellant,

v.

Tyler Woods.....Respondent,

PROOF OF SERVICE

I certify that I have served the Motion to Reinstate and For Extension of Time to Order Transcript on the above-named Respondent by email on January 18, 2024 addressed to counsel of record as follows:

Nekki Shutt, S.C. Bar # 8784
Sarah J. M. Cox, Esq.
PO Box 1929
Columbia, SC 29202
nshutt@burnetteshutt.law

(signature page to follow)

TOWNES B. JOHNSON III LLC

/s/ Townes B. Johnson III

Townes B. Johnson III, S.C. Bar # 75412

PO Box 9246

Greenville, S.C. 29604

(864) 757-4899

tjohnson@sc.legal

Attorneys for the Appellant

Greenville, South Carolina

EXHIBIT 28

The South Carolina Court of Appeals

Best Choice Roofing & Home Improvement, Inc.,
Appellant,

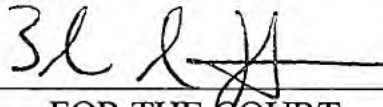
v.

Tyler Woods, Respondent.

Appellate Case No. 2023-001996

ORDER

On January 2, 2024, this court wrote to Appellant, explaining the time for ordering the transcript had expired. The letter requested Appellant either provide proof of timely ordering the transcript or, if Appellant had not timely ordered the transcript, serve and file a motion requesting permission to order the transcript outside of the filing deadlines. The letter further requested Appellant advise the court of the status of the transcript within ten days. Appellant did not respond. Therefore, this court dismissed the appeal on January 18, 2024. *See* Rule 207(a)(1), SCACR (explaining that in appeals from the court of common pleas, a transcript must be ordered within ten days after the date of service of the notice of appeal). Appellant then filed a motion to reinstate the appeal and provided a copy of a transcript request submitted to the court reporter on January 18, 2024. After careful consideration, we grant the motion to reinstate.



FOR THE COURT

Columbia, South Carolina

cc:

Townes Boyd Johnson, III, Esquire
Sarah Jean Michaelis Cox, Esquire
Nekki Shutt, Esquire

FILED
Feb 06 2024

EXHIBIT 29

Townes Johnson

From: Townes Johnson
Sent: Friday, February 9, 2024 4:29 PM
To: kkocsis@sccourts.org
Cc: nshutt@burnetteshutt.law; Sarah J.M. Cox (she/her); Transcripts
Subject: Re: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318
Attachments: BCR Transcript Request.pdf

Ms. Kocsis:

Would you please advise me of the status of this transcript request? It is attached again for your convenience.

Regards,

Townes Johnson

RECEIVED
Feb 09 2024
SC Court of Appeals

From: Townes Johnson
Sent: Thursday, January 18, 2024 10:15 PM
To: kkocsis@sccourts.org <kkocsis@sccourts.org>
Cc: nshutt@burnetteshutt.law <nshutt@burnetteshutt.law>; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>
Subject: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318

Ms. Kocsis:

Attached, please find my transcript request for a hearing held on April 4, 2022.

Please let me know if you need anything else from me regarding same.

Thank you,

Townes Johnson



South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

Pursuant to Rule 207 and 607 of the South Carolina Appellate Court Rules, the transcribed paper copy is the official record of court proceedings. You may request a transcript by completing this form and emailing it to the Court Reporter/Transcriptionist and to South Carolina Court Administration at transcripts@sccourts.org. If WebEx or DCRP were used to capture the record, please indicate below and send the form to transcripts@sccourts.org.

Requestor's Information			
Full Name Townes B. Johnson III	Law Firm/Agency Townes B. Johnson III, LLC	Phone Number 864-757-4899	
Email Address tjohnson@sc.legal		Mailing Address P.O. Box 9246, Greenville SC 29604	
Is the requestor a party in the case? ☐ Yes ☒ No If no, does the requestor represent a party? ☒ Yes ☐ No If yes, name of party Best Choice Roofing			
Transcript Information			
Docket Number 2018-CP-40-01318	Full Case Caption (i.e. State v. John Doe or John Smith v. Jane Smith) Best Choice Roofing & Home Improvement Inc. vs Tyler Woods		Circuit ☒ Family ☐
Date(s) of Proceeding April 4, 2022	County Richland	Appeal pending ☒ Yes ☐ No	Death Penalty ☐ Yes ☒ No
Presiding Judge The Honorable L. Casey Manning		Special Circumstances Is the hearing to be transcribed one of the following: ☐ Termination of parental rights ☐ Adoption ☐ Any actions involving child custody/visitation.	
Opposing Counsel(s) (name and email address) Nekki Shutt nshutt@burnetteshutt.law ; Sarah J. M. Cox scox@burnetteshutt.law			
Court Reporter(s) Karen A. Kocsis	☐ WebEx ☐ DCRP	Delivery Timeframe (check Rule 607 for current page rates) ☐ Quote ☐ Rough Draft ☐ Overnight delivery ☐ Daily delivery ☐ Expedited delivery (7 days) Due on/before: ☒ Regular delivery (60 days)	
Portion of proceeding to be transcribed ☒ Entire hearing ☐ Voir dire by juror ☐ Jury selection ☐ Plaintiff's opening statement ☐ Defendant's opening statement ☐ Plaintiff's closing arguments ☐ Defendant's closing arguments ☐ Entire direct examination ☐ Entire cross examination ☐ Entire redirect ☐ Examination of witness (W) by attorney (A) W: _____ A: _____ ☐ Ruling of the court		Delivery Method (additional fees may apply) ☒ PDF / Email ☐ Hard Copy/Priority Mail (\$50 + shipping) ☐ PDF & Hard Copy/Priority Mail (\$50 + shipping)	
		Responsible Payor ☒ Private / Self ☐ Court Appointed Counsel Appeals Attorney _____ Email _____ ☐ Other _____	
Next Hearing Date _____			

Requestor's Signature: /s/ Townes B. Johnson

Date: 1/18/24

(Typed name will serve as signature)

NOTE: Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before the transcript can be placed in the production queue. You may also request a quote before deciding to order. *If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.*

If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter or transcriptionist.

Revised 03/2023

SCCA 800

EXHIBIT 30



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

March 26, 2024

Mr. Townes Boyd Johnson, III, Esquire
PO Box 9246
Greenville SC 29604

Re: Best Choice Roofing v. Tyler Woods (2)
Appellate Case No. 2023-001996

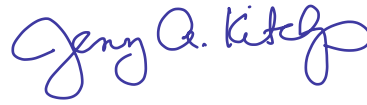
Dear Counsel:

Within ten (10) days from the date of this letter, you must provide proof of service of all transcript correspondence on the Office of Court Administration. All correspondence regarding the transcript should be provided to the following address:

South Carolina Office of Court Administration
1220 Senate Street, Suite 200
Columbia, SC 29201

Furthermore, if you wish to submit correspondence to the Office of Court Administration electronically, you may do so at transcripts@sccourts.org.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Jenny A. Kitz". The signature is fluid and cursive, with the first name "Jenny" being more prominent.

CLERK

cc: Sarah Jean Michaelis Cox, Esquire
Nekki Shutt, Esquire

EXHIBIT 31

RECEIVED

Mar 26 2024

SC Court of Appeals

From: [Townes Johnson](#)
To: ["transcripts@sccourts.org"](#)
Cc: ["nshutt@burnetteshutt.law"](#); [kkocsis@sccourts.org](#); [Sarah J.M. Cox \(she/her\)](#)
Subject: Best Choice Roofing v. Tyler Woods (2) (2023-001996)
Date: Tuesday, March 26, 2024 5:17:20 PM
Attachments: [POS re Transcripts.pdf](#)
[Transcript Request - Best Choice Roofing Home Improvement Inc. v. Tyler Woods Case No. 2018CP4001318 .msg](#)
[RE Transcript Request - Best Choice Roofing Home Improvement Inc. v. Tyler Woods Case No. 2018CP4001318 .msg](#)
[RE Transcript Request - Best Choice Roofing Home Improvement Inc. v. Tyler Woods Case No. 2018CP4001318 .msg](#)
[Re Transcript Request - Best Choice Roofing Home Improvement Inc. v. Tyler Woods Case No. 2018CP4001318 .msg](#)

Dear Court Administration:

Attached, please find my Proof of Service and associated correspondence per the Court of Appeals' request of today.

Regards,

Townes Johnson

Townes B. Johnson III



(O) [864-757-4899](#) | (C) [864-325-2528](#) | (E) [tjohnson@sc.legal](#)

Mailing: PO Box 9246 | Greenville, SC 29604

Physical: [Bank of America Building, Suite 302](#)

[Website](#) | [Blog](#) | [vCard](#)

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DEBT COLLECTOR: This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Jocelyn Newman, Chief Judge for Administrative Purposes

The Honorable Joseph M. Strickland

The Honorable L. Casey Manning

The Honorable Robert E. Hood

Civil Action No. 2018-CP-40-01318

Best Choice Roofing & Home Improvement, Inc.....Appellant,

v.

Tyler Woods.....Respondent,

PROOF OF SERVICE

I certify that I have served the following correspondence regarding the transcript:

- 1) January 18, 2024 10:15pm email to kkocsis@sccourts.org with nshutt@burnetteshutt.law and SCox@burnetteshutt.law copied thereon;
- 2) January 18, 2024 10:20pm email to kkocsis@sccourts.org and transcripts@sccourts.org with nshutt@burnetteshutt.law and SCox@burnetteshutt.law copied thereon;
- 3) January 18, 2024 10:42pm email to transcripts@sccourts.org;
- 4) February 9, 2024 4:29pm email to kkocsis@sccourts.org with nshutt@burnetteshutt.law, SCox@burnetteshutt.law and transcripts@sccourts.org copied thereon;

(signature page to follow)

TOWNES B. JOHNSON III LLC

/s/ Townes B. Johnson III

Townes B. Johnson III, S.C. Bar # 75412

PO Box 9246

Greenville, S.C. 29604

(864) 757-4899

tjohnson@sc.legal

Attorneys for the Appellant

Greenville, South Carolina

From: [Townes Johnson](#)
To: kkocsis@sccourts.org
Cc: nshutt@burnetteshutt.law; [Sarah J.M. Cox \(she/her\)](#)
Subject: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318
Date: Thursday, January 18, 2024 10:15:26 PM
Attachments: [BCR Transcript Request.pdf](#)

Ms. Kocsis:

Attached, please find my transcript request for a hearing held on April 4, 2022.

Please let me know if you need anything else from me regarding same.

Thank you,

Townes Johnson



South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

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Requestor's Information			
Full Name Townes B. Johnson III	Law Firm/Agency Townes B. Johnson III, LLC	Phone Number 864-757-4899	
Email Address tjohnson@sc.legal		Mailing Address P.O. Box 9246, Greenville SC 29604	
Is the requestor a party in the case? ☐ Yes ☒ No If no, does the requestor represent a party? ☒ Yes ☐ No If yes, name of party Best Choice Roofing			
Transcript Information			
Docket Number 2018-CP-40-01318	Full Case Caption (i.e. State v. John Doe or John Smith v. Jane Smith) Best Choice Roofing & Home Improvement Inc. vs Tyler Woods		Circuit ☒ Family ☐
Date(s) of Proceeding April 4, 2022	County Richland	Appeal pending ☒ Yes ☐ No	Death Penalty ☐ Yes ☒ No
Presiding Judge The Honorable L. Casey Manning		Special Circumstances Is the hearing to be transcribed one of the following: ☐ Termination of parental rights ☐ Adoption ☐ Any actions involving child custody/visitation.	
Opposing Counsel(s) (name and email address) Nekki Shutt nshutt@burnetteshutt.law ; Sarah J. M. Cox scox@burnetteshutt.law			
Court Reporter(s) Karen A. Kocsis	☐ WebEx ☐ DCRP	Delivery Timeframe (check Rule 607 for current page rates) ☐ Quote ☐ Rough Draft ☐ Overnight delivery ☐ Daily delivery ☐ Expedited delivery (7 days) Due on/before: ☒ Regular delivery (60 days)	
Portion of proceeding to be transcribed ☒ Entire hearing ☐ Voir dire by juror ☐ Jury selection ☐ Plaintiff's opening statement ☐ Defendant's opening statement ☐ Plaintiff's closing arguments ☐ Defendant's closing arguments ☐ Entire direct examination ☐ Entire cross examination ☐ Entire redirect ☐ Examination of witness (W) by attorney (A) W: _____ A: _____ ☐ Ruling of the court		Delivery Method (additional fees may apply) ☒ PDF / Email ☐ Hard Copy/Priority Mail (\$50 + shipping) ☐ PDF & Hard Copy/Priority Mail (\$50 + shipping)	
		Responsible Payor ☒ Private / Self ☐ Court Appointed Counsel Appeals Attorney _____ Email _____ ☐ Other _____	
Next Hearing Date _____			

Requestor's Signature: /s/ Townes B. Johnson

Date: 1/18/24

(Typed name will serve as signature)

NOTE: Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before the transcript can be placed in the production queue. You may also request a quote before deciding to order. *If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.*

If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter or transcriptionist.

Revised 03/2023

SCCA 800

From: [Townes Johnson](#)
To: kkocsis@sccourts.org; [Transcripts](#)
Cc: nshutt@burnetteshutt.law; [Sarah J.M. Cox \(she/her\)](#)
Subject: RE: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318
Date: Thursday, January 18, 2024 10:19:59 PM

Apologies. I failed to copy Court Administration on the below correspondence.

Townes Johnson

From: Townes Johnson
Sent: Thursday, January 18, 2024 10:15 PM
To: 'kkocsis@sccourts.org' <kkocsis@sccourts.org>
Cc: 'nshutt@burnetteshutt.law' <nshutt@burnetteshutt.law>; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>
Subject: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318

Ms. Kocsis:

Attached, please find my transcript request for a hearing held on April 4, 2022.

Please let me know if you need anything else from me regarding same.

Thank you,

Townes Johnson

From: [Townes Johnson](#)
To: [Transcripts](#)
Subject: RE: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318
Date: Thursday, January 18, 2024 10:42:19 PM
Attachments: [BCR Transcript Request.pdf](#)

Attachment

From: Townes Johnson
Sent: Thursday, January 18, 2024 10:20 PM
To: kkocsis@sccourts.org; Transcripts <transcripts@sccourts.org>
Cc: nshutt@burnetteshutt.law; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>
Subject: RE: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318

Apologies. I failed to copy Court Administration on the below correspondence.

Townes Johnson

From: Townes Johnson
Sent: Thursday, January 18, 2024 10:15 PM
To: 'kkocsis@sccourts.org' <kkocsis@sccourts.org>
Cc: 'nshutt@burnetteshutt.law' <nshutt@burnetteshutt.law>; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>
Subject: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318

Ms. Kocsis:

Attached, please find my transcript request for a hearing held on April 4, 2022.

Please let me know if you need anything else from me regarding same.

Thank you,

Townes Johnson



South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

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Requestor's Information			
Full Name Townes B. Johnson III	Law Firm/Agency Townes B. Johnson III, LLC	Phone Number 864-757-4899	
Email Address tjohnson@sc.legal		Mailing Address P.O. Box 9246, Greenville SC 29604	
Is the requestor a party in the case? ☐ Yes ☒ No If no, does the requestor represent a party? ☒ Yes ☐ No If yes, name of party Best Choice Roofing			
Transcript Information			
Docket Number 2018-CP-40-01318	Full Case Caption (i.e. State v. John Doe or John Smith v. Jane Smith) Best Choice Roofing & Home Improvement Inc. vs Tyler Woods		Circuit ☒ Family ☐
Date(s) of Proceeding April 4, 2022	County Richland	Appeal pending ☒ Yes ☐ No	Death Penalty ☐ Yes ☒ No
Presiding Judge The Honorable L. Casey Manning		Special Circumstances Is the hearing to be transcribed one of the following: ☐ Termination of parental rights ☐ Adoption ☐ Any actions involving child custody/visitation.	
Opposing Counsel(s) (name and email address) Nekki Shutt nshutt@burnetteshutt.law ; Sarah J. M. Cox scox@burnetteshutt.law			
Court Reporter(s) Karen A. Kocsis	☐ WebEx ☐ DCRP	Delivery Timeframe (check Rule 607 for current page rates) ☐ Quote ☐ Rough Draft ☐ Overnight delivery ☐ Daily delivery ☐ Expedited delivery (7 days) Due on/before: ☒ Regular delivery (60 days)	
Portion of proceeding to be transcribed ☒ Entire hearing ☐ Voir dire by juror ☐ Jury selection ☐ Plaintiff's opening statement ☐ Defendant's opening statement ☐ Plaintiff's closing arguments ☐ Defendant's closing arguments ☐ Entire direct examination ☐ Entire cross examination ☐ Entire redirect ☐ Examination of witness (W) by attorney (A) W: _____ A: _____ ☐ Ruling of the court		Delivery Method (additional fees may apply) ☒ PDF / Email ☐ Hard Copy/Priority Mail (\$50 + shipping) ☐ PDF & Hard Copy/Priority Mail (\$50 + shipping)	
		Responsible Payor ☒ Private / Self ☐ Court Appointed Counsel Appeals Attorney _____ Email _____ ☐ Other _____	
Next Hearing Date _____			

Requestor's Signature: /s/ Townes B. Johnson

Date: 1/18/24

(Typed name will serve as signature)

NOTE: Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before the transcript can be placed in the production queue. You may also request a quote before deciding to order. *If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.*

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From: [Townes Johnson](#)
To: kkocsis@sccourts.org
Cc: nshutt@burnetteshutt.law; [Sarah J.M. Cox \(she/her\)](#); [Transcripts](#)
Subject: Re: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318
Date: Friday, February 9, 2024 4:29:12 PM
Attachments: [BCR Transcript Request.pdf](#)

Ms. Kocsis:

Would you please advise me of the status of this transcript request? It is attached again for your convenience.

Regards,

Townes Johnson

From: Townes Johnson
Sent: Thursday, January 18, 2024 10:15 PM
To: kkocsis@sccourts.org <kkocsis@sccourts.org>
Cc: nshutt@burnetteshutt.law <nshutt@burnetteshutt.law>; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>
Subject: Transcript Request - Best Choice Roofing & Home Improvement, Inc. v. Tyler Woods Case No.: 2018CP4001318

Ms. Kocsis:

Attached, please find my transcript request for a hearing held on April 4, 2022.

Please let me know if you need anything else from me regarding same.

Thank you,

Townes Johnson



South Carolina Judicial Branch

TRANSCRIPT REQUEST FORM

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Requestor's Information			
Full Name Townes B. Johnson III	Law Firm/Agency Townes B. Johnson III, LLC	Phone Number 864-757-4899	
Email Address tjohnson@sc.legal		Mailing Address P.O. Box 9246, Greenville SC 29604	
Is the requestor a party in the case? ☐ Yes ☒ No If no, does the requestor represent a party? ☒ Yes ☐ No If yes, name of party Best Choice Roofing			
Transcript Information			
Docket Number 2018-CP-40-01318	Full Case Caption (i.e. State v. John Doe or John Smith v. Jane Smith) Best Choice Roofing & Home Improvement Inc. vs Tyler Woods		Circuit ☒ Family ☐
Date(s) of Proceeding April 4, 2022	County Richland	Appeal pending ☒ Yes ☐ No	Death Penalty ☐ Yes ☒ No
Presiding Judge The Honorable L. Casey Manning		Special Circumstances Is the hearing to be transcribed one of the following: ☐ Termination of parental rights ☐ Adoption ☐ Any actions involving child custody/visitation.	
Opposing Counsel(s) (name and email address) Nekki Shutt nshutt@burnetteshutt.law ; Sarah J. M. Cox scox@burnetteshutt.law			
Court Reporter(s) Karen A. Kocsis	☐ WebEx ☐ DCRP	Delivery Timeframe (check Rule 607 for current page rates) ☐ Quote ☐ Rough Draft ☐ Overnight delivery ☐ Daily delivery ☐ Expedited delivery (7 days) Due on/before: ☒ Regular delivery (60 days)	
Portion of proceeding to be transcribed ☒ Entire hearing ☐ Voir dire by juror ☐ Jury selection ☐ Plaintiff's opening statement ☐ Defendant's opening statement ☐ Plaintiff's closing arguments ☐ Defendant's closing arguments ☐ Entire direct examination ☐ Entire cross examination ☐ Entire redirect ☐ Examination of witness (W) by attorney (A) W: _____ A: _____ ☐ Ruling of the court		Delivery Method (additional fees may apply) ☒ PDF / Email ☐ Hard Copy/Priority Mail (\$50 + shipping) ☐ PDF & Hard Copy/Priority Mail (\$50 + shipping)	
		Responsible Payor ☒ Private / Self ☐ Court Appointed Counsel Appeals Attorney _____ Email _____ ☐ Other _____	
Next Hearing Date _____			

Requestor's Signature: /s/ Townes B. Johnson

Date: 1/18/24

(Typed name will serve as signature)

NOTE: Requests will be processed pursuant to Rule 207 and 607 of the SCACR. Rule 607(h) governs the fees for transcripts, which are not provided for free or at reduced rates to any party, regardless of indigent status. Please promptly submit your payment in the method of payment requested, in order for the transcript to be produced. In some cases, a deposit may be required before the transcript can be placed in the production queue. You may also request a quote before deciding to order. *If you need to cancel the transcript request for any reason, you are responsible for paying for the pages of the transcript that have already been completed at the time of the cancellation.*

If you are ordering a transcript pursuant to Rule 207(a)(1), SCACR, you must contemporaneously furnish all parties, the Office of Court Administration, and the clerk of the appellate court with copies of all correspondence with the court reporter or transcriptionist.

EXHIBIT 32

Lydia Robins Hendrix

From: Lydia Robins Hendrix
Sent: Friday, April 19, 2024 10:30 AM
To: Townes Johnson Esq. (tjohnson@sc.legal)
Cc: Tammie Jackson; Amy L. Abercrombie; Sarah J.M. Cox (she/her); Nekki Shutt; Lydia Robins Hendrix
Subject: RE: [EXT]RE: Best Choice Roofing v. Tyler Woods (2) (2023-001996)

Townes,

I'm following up again. Please advise on the status of the transcripts and provide copies of any received.

My best,
Lydia
04-19-2024



Lydia Robins Hendrix Attorney

912 LADY STREET | 2ND FLOOR

PO BOX 1929 | COLUMBIA, SC 29202

D: 803.904.7932 | O: 803.850.0912 | F: 803.904.7910

BURNETTESHUTT.LAW



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From: Lydia Robins Hendrix <lhendrix@burnetteshutt.law>
Sent: Monday, April 8, 2024 3:18 PM
To: Nekki Shutt <nshutt@burnetteshutt.law>; Townes Johnson Esq. (tjohnson@sc.legal) <tjohnson@sc.legal>
Cc: Tammie Jackson <tjackson@burnetteshutt.law>; Amy L. Abercrombie <AAbercrombie@BurnetteShutt.Law>; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>; Lydia Robins Hendrix <lhendrix@burnetteshutt.law>
Subject: RE: [EXT]RE: Best Choice Roofing v. Tyler Woods (2) (2023-001996)

Townes,

I'm following up on Nekki's request for transcripts from last week. Please provide all transcripts you have received by this Friday, April 12 by 5 pm.

My best,
Lydia
04-08-2024



Lydia Robins Hendrix Attorney

912 LADY STREET | 2ND FLOOR

PO BOX 1929 | COLUMBIA, SC 29202

D: 803.904.7932 | O: 803.850.0912 | F: 803.904.7910

BURNETTESHUTT.LAW



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IRS CIRCULAR 230 NOTICE: Any federal tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending any transaction or matter addressed in this communication.

From: Nekki Shutt <nshutt@burnetteshutt.law>

Sent: Monday, April 1, 2024 3:35 PM

To: Townes Johnson Esq. (tjohnson@sc.legal) <tjohnson@sc.legal>

Cc: Tammie Jackson <tjackson@burnetteshutt.law>; Amy L. Abercrombie <AAbercrombie@BurnetteShutt.Law>; Lydia Robins Hendrix <lhendrix@burnetteshutt.law>; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>

Subject: RE: [EXT]RE: Best Choice Roofing v. Tyler Woods (2) (2023-001996)

Importance: High

Townes,

We have not received any transcripts from you for the pending appeal. Please provide all transcripts. Please "reply to all."

My best,
Nekki
4-1-2024



**BURNETTE
SHUTT MCDANIEL**
Moving law forward.

Nekki Shutt Partner
Certified Specialist in Employment & Labor Law
912 LADY STREET | 2ND FLOOR
PO BOX 1929 | COLUMBIA, SC 29202
D: 803-904-7912 | O: 803.850.0912 | F: 803.904.7910
BURNETTESHUTT.LAW



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IRS CIRCULAR 230 NOTICE: Any federal tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending any transaction or matter addressed in this communication.

From: Court Of Appeals Filings <ctappfilings@sccourts.org>
Sent: Wednesday, March 27, 2024 6:30 AM
To: Townes Johnson <tjohnson@sc.legal>; Court Of Appeals Filings <ctappfilings@sccourts.org>
Cc: filing.sc.legal@gmail.com <filing.sc.legal@gmail.com>; Paralegals <paralegals@burnetteshutt.law>; Sarah J.M. Cox (she/her) <SCox@burnetteshutt.law>; Nekki Shutt <nshutt@burnetteshutt.law>
Subject: [EXT]RE: Best Choice Roofing v. Tyler Woods (2) (2023-001996)

Dear Counsel:

The Court has received your filing. A stamped copy is attached for your records.

Thank you.

From: Townes Johnson <tjohnson@sc.legal>
Sent: Tuesday, March 26, 2024 5:24 PM
To: Court Of Appeals Filings <ctappfilings@sccourts.org>
Cc: filing.sc.legal@gmail.com; paralegals@burnetteshutt.law; scox@burnetteshutt.law; nshutt@burnetteshutt.law
Subject: Best Choice Roofing v. Tyler Woods (2) (2023-001996)

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Dear Sir or Madam:

Attached for filing, please find my correspondence of today to Court administration.

Regards,

Townes Johnson

From: Court Of Appeals Filings <ctappfilings@sccourts.org>
Sent: Monday, February 12, 2024 8:25 AM
To: Townes Johnson <tjohnson@sc.legal>; Court Of Appeals Filings <ctappfilings@sccourts.org>
Cc: filing.sc.legal@gmail.com <filing.sc.legal@gmail.com>; paralegals@burnetteshutt.law <paralegals@burnetteshutt.law>; scox@burnetteshutt.law <scox@burnetteshutt.law>; nshutt@burnetteshutt.law <nshutt@burnetteshutt.law>
Subject: RE: Best Choice Roofing v. Tyler Woods (2) (2023-001996)

Dear Counsel:

The Court has received your filing. A stamped copy is attached for your records.

Thank you.

From: Townes Johnson <tjohnson@sc.legal>
Sent: Friday, February 9, 2024 4:58 PM
To: Court Of Appeals Filings <ctappfilings@sccourts.org>
Cc: filing.sc.legal@gmail.com; paralegals@burnetteshutt.law; scox@burnetteshutt.law; nshutt@burnetteshutt.law
Subject: Best Choice Roofing v. Tyler Woods (2) (2023-001996)

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Dear Sir or Madam:

Attached, please find my request of today regard the status of the transcript.

Regards,

Townes Johnson

From: Townes Johnson
Sent: Thursday, January 18, 2024 10:40 PM
To: Court Of Appeals Filings <ctappfilings@sccourts.org>
Cc: filing.sc.legal@gmail.com; paralegals@burnetteshutt.law; scox@burnetteshutt.law; nshutt@burnetteshutt.law
Subject: Best Choice Roofing v. Tyler Woods (2) (2023-001996)

Dear Sir or Madam:

Attached, please find my Motion to Reinstate together with a Proof of Service for same.

The filing fee for the Motion will be placed in the mail in the morning.

Regards,

Townes Johnson_____

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any

attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

# **EXHIBIT 33**

**STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND**

Best Choice Roofing & Home  
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

**IN THE COURT OF COMMON PLEAS  
FOR THE FIFTH JUDICIAL CIRCUIT**

Civil Action No.: \_\_\_\_\_

**PETITION FOR SUPPLEMENTAL  
PROCEEDINGS**

TO: THE HONORABLE JOCELYN NEWMAN OF THE RICHLAND COUNTY CIRCUIT  
COURT

**NOW COMES THE PETITIONER**, Tyler Woods (hereinafter, "Woods") and would  
respectfully show:

1. Woods has obtained judgment against Respondent Best Choice Roofing & Home Improvement (hereinafter "Best Choice") and will appear by reference to that certain judgment entered to record in the office of the Clerk of Court for Richland County, South Carolina, in Judgment Roll No. 2018-CP-40-01318 (hereinafter, "Judgment").
2. There is still due and owing on the Judgment, now with interest, in the amount of Four Million Eight Hundred Fifty-One Thousand Two Hundred Thirty-Five Dollars and 73/100 (\$4,851,235.73) plus interest from the date of judgment until the total amount is paid. The Respondents have failed and refused to satisfy the Judgment.
3. An execution was signed by the Clerk of Court on December 20, 2023.



4. Thereafter, the Execution was returned by the Richland County Sheriff's Department marked "Nulla Bona", as more fully appears on Exhibit "A" attached hereto.
5. Upon information and belief, Respondent has assets which Respondent unjustly refuses to apply toward satisfaction of Judgment.

WHEREFORE, Petitioner prays for an Order of this Court requiring Respondent Best Choice Roofing & Home Improvement, Inc., to appear before the Chief Administrative Judge for Richland County, the Honorable Jocelyn Newman<sup>1</sup>, to answer under oath concerning his property, and to produce any and all books and records concerning the same, including all financial statements, documents transferring property, bank statements, bank books, checkbooks, savings account books, insurance policies, stock certificates, deeds, notes, mortgages, bonds, and tax returns, both of the United States and the State of South Carolina, and all other records pertaining to the financial status of Respondent, including vehicle registrations, current leases, stock subscription agreements, accounts receivable, receipts and contracts of sale and purchase; and that Respondent further be enjoined from changing, altering, destroying or defacing any said instruments, and from transferring any of said property not exempt by law from execution; and for such other relief as the Court may deem just and proper.

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<sup>1</sup> The Honorable Joseph M. Strickland, Master-In-Equity for Richland County, South Carolina, issued an Order recusing himself from this matter on July 7, 2023 and therefore the Chief Administrative Judge of Richland County has jurisdiction to hear this matter.

Respectfully Submitted,

s/ Sarah J.M. Cox

Nekki Shutt (SC Bar No. 8784)  
Sarah J.M. Cox (SC Bar No. 104316)  
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**ATTORNEYS FOR DEFENDANT**

Columbia, South Carolina

February 7, 2024

# **Exhibit 34**

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home  
Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**DEFENDANT TYLER WOODS' MOTION  
FOR STATUS CONFERENCE**

**YOU WILL PLEASE TAKE NOTICE** that the undersigned attorneys for Defendant Tyler Woods ("Defendant") hereby respectfully move this Court pursuant to Rule 16(e), SCRPC, for a brief Status Conference before the Chief Administrative Judge in order to resolve Defendant's Petition for Supplemental Proceedings of February 9, 2024, on which the Honorable Judge Newman declined to rule on February 21, 2024, and any other issue the Court wishes to address.

Respectfully Submitted,

s/Lydia Robins Hendrix

Nekki Shutt (SC Bar No: 6747)

Sarah J.M. Cox (SC Bar No: 104316)

Lydia Robins Hendrix (SC Bar No: 106334)

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**ATTORNEYS FOR DEFENDANT**

March 18, 2024

Columbia, South Carolina