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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Honorable Edgar W. Dickson

Trial Court Case No. 2021-CP-10-01343

Appellate Case No. 2023-001779

Andrew Pampu; Amanda Pampu; and John Pampu, ... Appellants,

vs.

CLAWSON FARGNOLI, LLC; Samuel R. Clawson, Jr., Esq.; Christina R. Fargnoli, Esq.; Barrett R. Brewer, Esq.; and BREWER LAW FIRM, LLC, ... Respondents.

APPELLANTS' INITIAL REPLY BRIEF

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I. The trial court's Orders dismissing all of Appellants' causes of action with prejudice "involve the merits" and are immediately appealable.

Respondents' arguments claiming the trial court's orders are interlocutory should be rejected on multiple grounds. The Orders a) dismiss the Appellants' claims asserted in their Second Amended Complaint ("Complaint") with prejudice and b) contain findings that will adversely affect the Appellants' defenses to the Respondents' counterclaims. The existence of Respondents' counterclaims has no effect on whether the Orders are subject to an immediate appeal.

A. The trial court's Orders "involve the merits."

The trial court's Orders are ripe for appellate review and are not interlocutory because those Orders contain findings dismissing all Appellants' causes of action asserted against Respondents. An order granting a dispositive motion is immediately appealable. See Link v. Sch. Dist. of Pickens County., 302 S.C. 1, 3-6, 393 S.E.2d 176, 177-79 (1990) (explaining an order dismissing one of multiple claims is immediately appealable).

Section 14-3-330 of the South Carolina Code addresses appellate jurisdiction and provides in part:

> The Supreme Court shall have appellate jurisdiction for correction of errors of law in law cases, and shall review upon appeal:
>
> > (1) Any intermediate judgment, order or decree in a law case involving the merits in actions commenced in the court of common pleas and general sessions, brought there by original process or removed therefrom any inferior court or jurisdiction, and final judgments in such actions; provided, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affecting the judgment not before appealed from;
> >
> > (2) An order affecting a substantial right made in an action when such order (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action, (b) grants or refuses a new trial or (c) strikes out an answer or any part thereof or any pleading in any action; ....

Intermediate orders involving the merits may be immediately appealed pursuant to subsection 14-3-330(1). "An order involves the merits under § 14-3-330(1) when it finally determines some substantial matter forming the whole or part of a cause of action or defense. Stone v. Thompson, 426 S.C. 291, 294-95, 826 S.E.2d 868, 869-70 (2019) (citing Mid-State Distribs., Inc. v. Century Importers, Inc., 310 S.C. 330, 334, 426 S.E.2d 777, 780 (1993) ("An order involving the merits is one that 'must finally determine some substantial matter forming the whole or a part of some cause of action or defense.'"). An order "involves the merits," for purposes of exception to the final judgment rule of appealability, when it finally determines some substantial matter forming the whole or a part of some cause of action or defense. Tillman v. Tillman, 420 S.C. 246, 801 S.E.2d 757 (Ct. App. 2017); Watson v. Underwood, 407 S.C. 443, 756 S.E.2d 155 (Ct. App. 2014).

In this case, the trial court's Orders granting Respondents' motions to dismiss finally determined a substantial matter forming all of the Appellants' causes of action and, therefore, involved the merits. See Stone, 426 S.C. at 295, 826 S.E.2d at 870.

The Respondents' citation and substantial reliance on this Court's findings in Richardson v. Halcyon Real Estate Services, LLP,[1] as its primary authority supporting its claim that the Appellants' appeal is interlocutory is quite remarkable, because unlike the trial court in this case, none of the orders issued by the trial court in Richardson disposed of any claims or counterclaims, but instead dealt with depositions and discovery sanctions. 439 S.C. at 423, 887 S.E.2d at 155.

Interlocutory orders affecting a substantial right may be immediately appealed pursuant to subsection 14-3-330(2). Orders affecting a substantial right "discontinue an action, prevent an

[1] 439 S.C. 419, 425, 887 S.E.2d 153, 156 (Ct. App. 2023).

appeal, grant or refuse a new trial, or strike out an action or defense." MidState Distribs., Inc., 310 S.C. at 334 n.4, 426 S.E.2d at 780 n.4.

There is nothing "piecemeal" about the Appellants' appeal in this case. The trial court's Orders "involve the merits" and finally dismissed all the Appellants' causes of action against Respondents. This appeal is appropriate and ripe for review.

B. Incorrect findings in the trial court's Orders will adversely affect Appellants' defenses to Respondents' counterclaims.

Findings in the trial court's Orders will materially affect the Appellants' ability to assert the Respondents were terminated "for cause," thereby adversely affecting their defenses to the Respondents' counterclaims for fees. The Appellants' Complaint alleges the Respondents were terminated "for cause". R. ___; Complaint, ¶¶ 49 and 66.

C. Respondents' counterclaims are stayed during the appeal because the appeal directly affects those matters.

"Generally, serving [the] notice of appeal divests the lower court of jurisdiction over the order appealed, except for matters not affected by the appeal." Wilson v. Walker, 340 S.C. 531, 539, 532 S.E.2d 19, 23 (Ct. App. 2000); *Jackson v. Speed*, 326 S.C. 289, 311, 486 S.E.2d 750, 761 (1997) ("Upon the service of the notice of appeal, the appellate court shall have exclusive jurisdiction over the appeal .... Nothing in these Rules shall prohibit the lower court ... from proceeding with matters not affected by the appeal." (citing Rule 205, SCACR).

> Upon the service of the notice of appeal, the appellate court shall have exclusive jurisdiction over the appeal; the lower court or administrative tribunal shall have jurisdiction to entertain petitions for writs of supersedeas as provided by Rule 241. Nothing in these Rules shall prohibit the lower court, commission or tribunal from proceeding with matters not affected by the appeal.

Rule 205, SCACR.

> As a general rule, the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision. This automatic stay continues in effect for the duration of the appeal unless lifted by order of the lower court, the administrative tribunal, appellate court, or judge or justice of the appellate court. The lower court or administrative tribunal retains jurisdiction over matters not affected by the appeal including the authority to enforce any matters not stayed by the appeal.

Rule 241(a), SCACR.

> The reference in Rules 205 and 241(a) to the "jurisdiction" of the lower courts does not refer to subject matter jurisdiction. Rather, the rules govern the circumstances under which the exclusive appellate jurisdiction Rule 205 grants to the appellate court deprives the lower court of the power to address a particular issue, or "matter," during the pendency of the appeal.

Tillman v. Oakes, 398 S.C. 245, 256 n.3, 728 S.E.2d 45, 51 n.3 (Ct. App. 2012).

"When a party appeals an order, two questions may arise as to the effect of the appeal: (1) what is the effect of the appeal on matters decided in the order, particularly the immediate effectiveness of relief ordered; and (2) what is the effect of the appeal on the power of the lower court to proceed with the underlying action while the appeal is pending." Id., 398 S.C. at 254-55, 728 S.E.2d at 50.

The matters included in the Appellants' appeal include whether the Respondents were terminated "for cause" as alleged in Paragraphs 49 and 66 in the Appellants' Complaint. R. ___. If the trial court's Orders are reversed on appeal and if the finder of fact agrees with Appellants' arguments, such findings would prevent the Respondents from recovering on their claims for legal fees. See e.g., Est. of McClain v. Killmer, Lane & Newman, LLP, ___ P.3d ___, 2024 WL 2066330, *9 (Colo. App. May 9, 2024) ("[A] quantum meruit fee is not permitted when a client terminates the lawyer for cause and the fee agreement lacks a conversion clause."); Maher v. Quality Bus Service, LLC, 144 A.D.3d 990, 42 N.Y.S.3d 43 (2d Dep't 2016) (lawyer discharged

for cause is not entitled to compensation).

These Orders are not interlocutory, and the appeal should continue.

II. The Respondents' arguments on the Appellants' legal malpractice claims ignore specific fact allegations in the Complaint showing they would have obtained a better result in the underlying matter if the Respondents had exercised reasonable care.

The Respondents argue that the trial court's Orders properly dismissed the Appellants' legal malpractice claims because they failed to allege specific facts showing they would have obtained a better result in the underlying matter if the Respondents had exercised reasonable care. On page 16 of their Brief, the Respondents' summary description of the trial court's errors in dismissing the Appellants' legal malpractice/professional negligence claims as outlined in the Appellants' Brief, followed by its interpretation of this Court's rulings in Doe v. Howe.[2]

However, the Respondents carefully avoid mentioning the Appellants' allegations in Paragraphs 68-71 in their Complaint containing specific allegations of fact on how they would have obtained a better result had the Respondents met the standard of care. The Respondents urge this Court to conclude that the "Appellants still must allege facts in their complaint that, if true, would support that they 'would have obtained a better result in the underlying matter if [Respondents] had exercised reasonable care.'" Respondents Brief at 17 citing Doe v. Howe and then referring *only* to Paragraph 1 in the Appellants' Complaint. The problem with Respondents' arguments (and the trial court's rulings) is that the Appellants did allege facts in their Complaint which, if taken as true, would support that they "would have obtained a better result in the underlying matter if Respondents had exercised reasonable care." The trial court's rulings ignoring these allegations constitutes reversible error.

In Paragraphs 67-71 of their Complaint, the Appellants alleged

[2] 367 S.C. 432, 446, 626 S.E.2d 25, 32 (Ct. App. 2005).

> As a direct, proximate and foreseeable result of the [Respondents]' actions and inactions before and after their being relieved as counsel, [Appellants] suffered damages, including ***loss of settlement value of a settlement of the State Case***; ***loss of value of the claims in the State Case***, and ***expenditure of substantial legal fees necessary to mitigate or to rectify the harm caused by the [Respondents]' actions and inactions***.
>
> Had the [Respondents] met the standard of care by properly, accurately or timely attempting to assert a lien so as not to prejudice [Appellant, Andrew Pampu] in the State Court mediation and litigation, ***a substantial portion of the damages sustained*** by [Appellant, Andrew Pampu] (recounted throughout this Complaint) ***should have been avoided***.
>
> Had the [Respondents] met the fiduciary standard of conduct by properly, accurately or timely attempting to assert an alleged charging lien, ***a substantial portion of the damages sustained*** by [Appellant, Andrew Pampu] (recounted throughout this Complaint) ***should have been avoided***.
>
> As a direct, proximate and foreseeable result of the [Respondents]' actions and inactions ***in the Federal Case*** and its mediation, the [Appellants] suffered damages, including ***loss of settlement value of a settlement in the Federal Case***; ***loss of the value of the claims in the Federal Case***; ***loss of settlement value of a settlement of the State Case***; l***oss of value of the claims in the State Case***, and e***xpenditure of substantial legal fees necessitated to mitigate or to rectify the harm*** caused by the [Respondents]' actions and inactions.
>
> Had the [Respondents] met the standard of care by properly, accurately or timely advising [Appellant, Andrew Pampu] before, during and after the Federal Case mediation regarding any terms of the Federal Case mediation, the damages sustained by [Appellant, Andrew Pampu] (recounted throughout this Complaint) should have been avoided.

R. ____, Complaint, ¶¶ 67-71 (emphasis added).

While the Respondents' Brief accurately states that the State Case was pending when the Complaint was filed, it completely ignores the impact the Respondents' acts and omissions had on the Federal Case, notwithstanding the specific allegations in Paragraphs 69-71.

The arguments in the Respondents' Brief that the Appellants' Complaint. "contains merely conclusory allegations that Respondents were negligent in the manner in which they concluded the representation" ignores the actual pleadings. Like the trial court, Respondents ignore the

allegations about the adverse consequences resulting from Respondents' actions in sending correspondence to opposing counsel and other third parties asserting their alleged "charging lien." Although the Supreme Court's last pronouncement on this issue was in an unpublished opinion, their view is that opposing counsel and other third parties are not subject to any duties to protect a "charging lien" asserted by counsel for the opposing party. See Byrd v. Wausau Underwriters Ins. Cos., No. 2011-MO-002, 2011 WL 11748258, at *1 (S.C. Jan. 7, 2011). Therefore, the allegations in the Appellants' pleadings that the Respondents' sending a lien letter to third parties who had no duties to protect their alleged lien was improper and interfered with the mediation process and settlement negotiations, which caused the Appellants to "spend several hundred thousand dollars litigating" because the matter was not resolved at or shortly after the federal court mediation.

The Respondents did not have the Appellants' permission to disclose information related to the representation of the Appellants to third parties without the Appellants' consent, and the Respondents' breach of those duties are alleged in the Complaint to have caused damages to the Appellants. The Appellants' Complaint states claims for breach of fiduciary duty and the trial court's Orders dismissing this cause of action should be reversed.

The allegations in the Complaint sufficiently state facts on which relief can be granted. Hager v. McCabe, Trotter & Beverly, P.C., 435 S.C. 740, 746, 869 S.E.2d 886, 889 (Ct. App. 2022) ("If the facts and inferences would entitle the plaintiff to relief on any theory, then the grant of a motion to dismiss for failure to state a claim is improper."). The trial court's Orders granting the motions dismissing the Appellants' cause of action for legal malpractice/professional negligence were reversible errors.

III. The trial court's Orders and Respondents' Brief misapprehend South Carolina's fiduciary duty jurisprudence recognizing a fiduciary's liability for breach of their duties of confidentiality and loyalty.

Neither the trial court's Orders nor the Respondents' Brief dispute a fiduciary's liability for disclosing confidential information. Cf., McCormick v. England, 328 S.C. 627, 630, 494 S.E.2d 431, 432 (Ct. App. 1997) (physician can be liable for breach of a duty of confidentiality). Instead, the Respondents' Brief simply disputes whether the Appellants actually suffered any damages and not whether the Complaint states facts sufficient to show damages. The Respondents' Brief pays little to no attention to the allegations in the Complaint alleging damages the Respondents caused to the Appellants' Federal Case, including damages caused by disclosing confidential information to third parties in breach of their fiduciary duties. It was a reversible error for the trial court to grant the motions dismissing the Appellants' breach of fiduciary duty claims.

IV. John Pampu and Amanda Pampu have standing to pursue their breach of contract claims against the Respondents.

Both the trial court and the Respondents' Brief ignore specific allegations in the Complaint alleging 1) the existence of the client-lawyer relationship between the Respondents, as counsel, and John Pampu and Amanda Pampu, as clients, and 2) a contractual relationship in which the Respondents were to provide legal services without regard to whether a client-lawyer relationship existed. The trial court committed reversible error when it disregarded the allegations in Paragraphs 14 and 98 of the Complaint, which state:

> 14. On or about November 2, 2017, CLAWSON FARGNOLI and BREWER LAW FIRM (collectively "the Law Firms") contracted to represent the [Appellants] in the Federal Case, the State Case, and "any other claims or causes of action arising from the facts, incidents, and allegations referenced in these lawsuits."
>
> 98. Law Firms entered into a Contract with the [Appellants] agreeing and contracting to provide legal services to represent the [Appellants] in the Federal

> Case, the State Case, and "any other claims or causes of action arising from the facts, incidents, and allegations referenced in these lawsuits."

R. ___, Complaint ¶¶ 14 and 98.

One can reasonably infer John Pampu and Amanda Pampu, as the parents of Andrew Pampu, were paying the legal fees and costs associated with the Respondents' representation in the underlying matters. Toussaint v. Ham, 292 S.C. 415, 416, 357 S.E.2d 8, 9 (1987) ("A ruling on a 12(b)(6) motion to dismiss must be based solely upon the allegations set forth on the face of the complaint and the motion cannot be sustained if facts alleged and *inferences reasonably deducible therefrom* would entitle the plaintiff to any relief on any theory of the case.") (emphasis added); Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007) ("If the facts alleged and inferences reasonably deducible therefrom, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper.").

John Pampu and Amanda Pampu have standing to assert breach of contract claims against the Respondents because they were the parties to the contract who were paying the legal fees. Jaffe v. Gibbons, 290 S.C. 468, 472, 351 S.E.2d 343, 345 (Ct. App. 1986) ("The general rule is that where both parties have signed a contract, the signing by the first party is in effect his proposal or offer, and the signing by the second party is his acceptance thereof; the writing then represents or evidences the bargain between them."); Fabian v. Lindsay, 410 S.C. 475, 488, 765 S.E.2d 132, 139 (2014) ("Generally, one *not in privity of contract* with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of contract between the defendant and a third-party is not, as such, recoverable by the plaintiff.") (emphasis added).

The Respondents' Brief—like the trial court's Orders—fails to consider as true the Appellants' allegations that the Respondents agreed and contracted "to provide legal services to

represent the Does in the Federal Case, the State Case, and 'any other claims or causes of action arising from the facts, incidents, and allegations referenced in these lawsuits[,]'" and breached the contract by "failing to provide such services," which for the purposes of a motion to dismiss or required to be taken as true. See R. ___, Complaint, ¶¶ 98 and 99. The Complaint states a breach of contract claim on behalf of John Pampu and Amanda Pampu.

The Respondents' arguments that the Appellants' breach of contract claim "is simply a recharacterization of their legal malpractice and breach of fiduciary duty claims" should be rejected. Rule 8(a), SCRCP, permits "[r]elief in the alternative, or of several different types may be demanded" in a pleading. See Skydive Myrtle Beach, Inc. v. Horry Cnty., 426 S.C. 175, 187, 826 S.E.2d 585, 591 (2019) ("We find it is entirely appropriate for Skydive to allege that some of an individual's actions were within the scope of their official duties, and some were not, or even to plead alternative theories of liability depending on whether an individual's actions were within the scope of their duties.") (citing Rule 8(a), SCRCP). The trial court's rulings in its Orders were not "harmless error" as argued by the Respondents. John Pampu and Amanda Pampu have legitimate and viable breach of contract claims, which they should be permitted to litigate on the merits.

V. The Respondents' Brief fails to address the trial court's reversible error in not permitting the Appellants to plead in the alternative as provided under Rule 8(a) of the South Carolina Rules of Civil Procedure.

Nowhere in the four pages of arguments in the Respondents' Brief do they make any argument supporting the trial court's rulings that were contrary to Rule 8(a), SCRCP, which prevented the Appellants from pleading in the alternative. The Appellants' Brief explains why this was a reversible error by the trial court because the rulings in RFT Management Co. v. Tinsley &

Adams, L.L.P.[3] and Gibson v. Epting[4] were not applicable to the trial court's rulings on a motion to dismiss. Nothing in the Respondents' Brief defeats those arguments.

In the light most favorable to the Appellants, there Complaint alleges specific facts supporting claims for professional negligence, see e.g., R. ___, Complaint ¶¶ 28, 29, 38, and 41-42, and also alleges specific facts supporting claims for breach of the fiduciary duties of loyalty and confidentiality. See e.g., R. ___, Complaint ¶¶ 47, 61, 63, and 66. The Appellants' breach of fiduciary duty claim is ***not*** "premised on the same factual allegations as their legal malpractice claim" as argued on page 28 of the Respondents' Brief. Applying Rule 8(a), SCRCP, permitting pleading in the alternative should have controlled the trial court's rulings, especially given the separate factual allegations supporting each of these two independent claims, legal malpractice, and breach of fiduciary duty.

The Respondents' Brief argues this Court's rulings in Smith v. Hastie[5] are not relevant in determining whether the trial court made an error in this case because that opinion "contains no discussion about duplicity or merger of these claims." Respondents Brief at pp. 28-29. The problem with the Respondents' argument is this Court's ruling in Smith v. Hastie is grounded on the concept that parties are permitted to plead in the alternative, which eliminated the need for any discussion about duplicity or merger of claims. It was error for the trial court to hold that Appellants' breach of fiduciary duty claim was duplicative of their legal malpractice claim based on the specific factual allegations supporting each of these claims, and based on Rule 8(a), SCRCP, specifically permitting parties to plead in the alternative.

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[3] 399 S.C. 322, 732 S.E.2d 166 (2012).
[4] 426 S.C. 346, 827 S.E.2d 178 (Ct. App. 2019).
[5] 367 S.C. 410, 626 S.E.2d 13 (Ct. App. 2005).

VI. The affidavit by the Appellants' expert was timely filed and sufficient to satisfy all statutory requirements.

The statements of fact in Paragraph 103 in the Appellants' Complaint concerning the filing of the expert's affidavit explain the events leading to the timely filing of the affidavit as permitted under S.C. CODE ANN. § 15-36-100, including all subparts. The substance of Justin Dillon, Esq.'s affidavit, including his CV showing the wealth of his experience in federal courts on Title IX matters, demonstrates why he is "qualified as to the acceptable conduct of the professional whose conduct is at issue." The Appellants' Title IX claims that the Respondents "strongly urged" the Appellant, Andrew Pampu, to release as part of the defective settlement agreement are a significant part of the Appellants' legal malpractice claims. Mr. Dillon is eminently qualified to provide expert opinions on the Respondents' failure to meet the standard of care in prosecuting those Title IX claims. Title IX claims are Title IX claims regardless of whether they are being litigated in South Carolina or other jurisdictions. The Respondents' contrary arguments should be rejected and the trial court's rulings should be reversed. Mr. Dillon's affidavit sufficiently and succinctly identified one negligent act by the Respondents.

> While, like the amended complaint, this affidavit is generic in some ways, it too contains the minimal information necessary to survive a motion to dismiss. Our supreme court has held that section 15-36-100 requires only that the affidavit specify the "breach" element of malpractice. Grier v. AMISUB of S.C., Inc., 397 S.C. 532, 537, 725 S.E.2d 693, 696 (2012). This affidavit does that.

Hager v. McCabe, Trotter & Beverly, P.C., 435 S.C. at 752, 869 S.E.2d at 892.

The trial court erred in concluding that Mr. Dillon's expert affidavit was not timely filed and insufficient as a matter of law. Those rulings should be reversed, and this matter should be remanded for trial.

VII. The Respondents' Brief and the trial court's Orders misapprehend South Carolina's public policy permitting legal malpractice claims based on a lawyer's errors during a mediation.

It is understandable why the Respondents' Brief does not address why Rule 8(c)(3), SCADR, defeats the trial court's findings that the Appellants' claims are against public policy. This is because there would be no reason for the South Carolina Supreme Court to include Rule 8(c)(3) in the South Carolina Rules of Alternative Dispute Resolution if South Carolina public policy did not permit lawsuits based on alleged "professional malpractice occurring during the mediation" as expressly stated in Rule 8(c)(3). The Respondents' arguments about Rule 8(g), SCADR, concerning motions to compel disclosures by a *mediator* simply have no bearing on the trial court's rulings on South Carolina public policy or this appeal. The plain language in Rule 8(c)(3), SCADR, demonstrates why the trial court's rulings on South Carolina public policy should be reversed.

CONCLUSION

Appellants Andrew Pampu, Amanda Pampu, and John Pampu respectfully request that this Court reverse the trial court's ruling dismissing their Complaint with prejudice and remand the matter to allow them to maintain their legal malpractice, breach of fiduciary duty, and breach of contract claims against the Respondents.

Respectfully submitted,

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Honorable Edgar W. Dickson

Trial Court Case No. 2021-CP-10-01343

Appellate Case No. 2023-001779

Andrew Pampu; Amanda Pampu; and John Pampu, ... Appellants,

vs.

CLAWSON FARGNOLI, LLC; Samuel R. Clawson, Jr., Esq.; Christina R. Fargnoli, Esq.; Barrett R. Brewer, Esq.; and BREWER LAW FIRM, LLC, ... Respondents.

PROOF OF SERVICE

The undersigned hereby certifies that on May 22, 2024, a copy of the Appellants Initial Reply Brief filed on behalf of Appellants, Andrew Pampu; Amanda Pampu; and John Pampu, was served on all counsel of record via electronic mail containing the above-referenced documents to each counsel's individual AIS email addresses as follows:

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Respectfully submitted,

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May 22, 2024

Beaufort, South Carolina

PENDARVIS LAW

RECEIVED
May 22 2024
SC Court of Appeals

May 22, 2024

Via Email Only
The Honorable Jenny Abbott Kitchings
SOUTH CAROLINA COURT OF APPEALS
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RE: Andrew Pampu, et al. vs. CLAWSON FARGNOLI, LLC, et al.
Trial Court Case No.: 2021-CP-10-01343; Appellate Case No.: 2023-001779

Dear Mrs. Kitchings:

Please see the following for filing regarding the above-referenced matter:

1. Appellants' Initial Reply Brief; and
2. Proof of Service.

By copy of this correspondence, we are serving a copy of the enclosed documents via email to all counsel of record.

With warmest personal regards, I am

Sincerely,

PENDARVIS LAW OFFICES, P.C.

Thomas A. Pendarvis

TAP/tll
Enclosures
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