RECEIVED
Jul 03 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

_____

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

Robert J. Bonds, Circuit Court Judge

_____

Case No. 2023-CP-10-01790

Appellate Case No.: 2024-000293

_____

Jerome B. Crites Jr., Trustee of The BAC Trust U/A Dated April 9, 2021,_____ Respondent,

v.

Lawrence E. Miller, _____ Appellant.

_____

FINAL REPLY BRIEF OF APPELLANT

_____

s/E. Gordon Hay, VI
E. Gordon Hay, VI, Esq. Bar No.: 103641
John H. Guerry, Esq., Bar No.: 101219
Jerry N. Theos, Esq., Bar No.: 5518
Theos Law Firm, LLC
11 State Street
Charleston, South Carolina 29401
(843) 577-7046 P; (843) 203-4985 F
ATTORNEYS FOR APPELLANT

July 3, 2024

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

OTHER AUTHORITIES

ARGUMENTS[1]

I. RESPONDENT'S ARGUMENT THAT THE TRIAL COURT DID NOT ERR IN GRANTING HIS MOTION FOR JUDGMENT ON THE PLEADINGS MUST BE REJECTED.

Respondent first argues that he was entitled to the drastic remedy of Judgment on Pleadings based on the allegations contained in the parties' pleadings, which he claims unequivocally supports the existence of valid and binding settlement agreement. In making this argument, Respondent misconstrues the allegations raised by Appellant in his Answer and erroneously invites the Court to construe the allegations and the inferences to be drawn thereof in the light most favorable to Respondent, in direct contradiction of Rule 12(c), SCRCP's restrictive standard. *See Pope v. Wilson*, 427 S.C. 377, 384, 831 S.E.2d 442, 445 (Ct. App. 2019); *see also Russell v. City of Columbia*, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991); *Lewis v. Excel Mech.*, LLC, No. 2:13-CV-281-PMD, 2013 WL 4585873, at *1 (D.S.C. Aug. 28, 2013). For the following reasons and the reasons provided in Appellant's Final Brief, the trial court erred in granting Respondent's Motion for Judgment on the Pleadings.

As an initial matter, Respondent contends that the Trial Court properly granted his Motion for Judgment on the Pleadings, claiming that Appellant admitted in his Answer that he sent a settlement offer to Respondent, that Respondent properly accepted said offer, and that afterwards Appellant attempted to withdraw from a binding settlement agreement. To the contrary, and to reiterate, when properly considering the allegations contained in Appellant's Answer as true and viewing them in light most favorable to him, it is clear that Appellant explicitly denied that a settlement agreement was entered into by the parties or that the terms of the purported settlement agreement were mutually agreed upon by the parties. *See* Answer p. 3-4, 7-8 (R. pp. 31-32, 35-

[1] Appellant incorporates by the reference the legal standards, factual and procedural background, and arguments contained in his Final Appellant Brief.

36); *Russell*, 305 S.C. at 89, 406 S.E.2d at 339; *Lewis*, 2013 WL 4585873, at *1; *see also Electro-Lab of Aiken, Inc. v. Sharp Constr. Co. of Sumter*, 357 S.C. 363, 368, 593 S.E.2d 170, 173 (Ct. App. 2004) (providing that mutual assent is requirement to proving an enforceable contract). Specifically, as outlined in further detail in Appellant's Final Brief, Respondent's November 12, 2021 correspondence, *see* Complaint Ex. 5. p. 2 (R. p. 27), did not, in fact, represent a valid acceptance, in that there was a clear lack of mutual assent, agreement, and understanding to **all** the relevant terms of the purported settlement agreement. *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 893 (1989) ("[T]o have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to **all essential and material terms** of the agreement.") (emphasis added). Moreover, to the extent Respondent now argues that Paragraph 17 of Appellant's Answer constitutes an admission that the settlement offer was properly accepted by Respondent prior to any attempts by Appellant to withdraw the offer, Respondent's argument is misguided. *See* Answer p. 3 (R. p. 31, line 17). When properly accepting Appellant's allegations as true and construing them in light most favorable to him, it is clear that Appellant's subsequent *pro se* communications to Respondent's counsel– rather than constituting an attempt to withdraw from a mutually agreed-upon and enforceable settlement agreement– in fact further evidence the lack of mutual assent, agreement, and/or understanding as to **all** the terms of the purported agreement and also represent an express recognition that Appellant did not view Respondent's November 12, 2021 correspondence as a valid acceptance.[2] *See* Answer p. 3 (R. p. 31, line 17); Complaint Ex. 5. p. 2 (R. p. 27); *see also Player*, 382 S.E.2d at 893.

[2] Appellant specifically alleged that Respondent's letter was only a "purported acceptance" and specifically denied that a settlement agreement was entered and mutually agreed upon by the parties. *See* Answer p. 3-4, 7-8 (R. pp. 31-32, 35-36).

In addition, to the extent Respondent now claims that Appellant failed to preserve many of his arguments underlying the issue of mutual assent, Appellant maintains that this issue was properly preserved and is appropriately before this Court. As a general matter, an issue "must have been raised to and ruled upon by the trial judge to be preserved for appellate review." *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). In any event, our appellate courts have recognized that "issue preservation rules should be approached with a practical eye and not in a rigid, hyper technical manner." *Palmetto Wildlife Extractors, LLC v. Ludy*, 435 S.C. 690, 705, 869 S.E.2d 859, 867 (Ct. App. 2022), *reh'g denied* (Feb. 25, 2022) (citing *Herron v. Century BMW*, 395 S.C. 461, 470, 719 S.E.2d 640, 644 (2011)). Moreover, our courts have specifically recognized that preservation rules do not require litigants to use the exact or proper name of a legal doctrine, principal, or rule to preserve an issue for appeal. *See State v. Brannon*, 388 S.C. 498, 502, 697 S.E.2d 593, 595 (2010); *see also Patton v. Miller*, 420 S.C. 471, 489, 804 S.E.2d 252, 261 (2017). "Instead, a litigant is only required to fairly raise the issue to the trial court, thereby giving it an opportunity to rule on the issue." *Brannon*, 388 S.C. at 502, 697 S.E.2d at 595–96.

Respondent appears to first argue that Appellant waived his arguments that Respondent's November 12, 2021 correspondence, *see* Complaint Ex. 5. p. 2 (R. p. 27), was not a valid acceptance of all material terms of Appellant's offer and, therefore, did not create an enforceable settlement agreement. South Carolina law establishes "to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to all essential and material terms of the agreement." *Player*, 382 S.E.2d at 893. As a natural corollary, there is no meeting of the minds or mutual assent when a purported acceptance varies, modifies, or qualifies the terms of an offer, which, at best, constitutes a counter-offer which may be accepted or rejected by the other party. *See, e.g., Sossamon v. Littlejohn*, 241 S.C. 478, 486, 129 S.E.2d 124, 127 (1963) (*Cohn v.*

Penn Beverage Co., 313 Pa. 349, 352, 169 A. 768, 769 (1934)) (discussing mutual assent and providing that a purported acceptance of offer which varies, modifies, or qualifies the terms of the offer does not reflect a meeting of the minds, but rather constitutes a counter-offer which the other party would be "required to assent before there could be a meeting of the minds"). Relatedly, the existence of unequivocal and unambiguous terms which are mutually understood and agreed upon is likewise necessary for a finding of mutual assent and a valid and enforceable agreement. *See Sossamon*, 241 S.C. at 486, 129 S.E.2d at 128 (1963) (quoting *Cohn*, 313 Pa. at 352, 169 A. at 769) (discussing mutual assent and providing that the acceptance of any offer to be "unequivocal and unconditional" for there be a meeting of the minds between the parties); *see also Parker v. Byrd*, 309 S.C. 189, 194, 420 S.E.2d 850, 853 (1992) (recognizing that a contract must not contain ambiguity or indefiniteness as to the essential terms for there to be a "meeting of the minds"). Here, the issues related to the lack of mutual assent and/or agreement to the necessary terms, whether Respondent's November 12, 2021 letter, *see* Complaint Ex. 5. p. 2 (R. p. 27), constituted a valid acceptance, and the parties' understanding, intent, and comprehension of the same were specifically raised to the trial count in Appellant's Memorandum in Opposition, at the hearing, and in his Motion to Reconsider. *See* Memorandum in Opposition to Motion for Judgment on the Pleadings p. 4-6 (R. pp. 61-63); Transcript p. 11, lines 23-25 (R. p. 88, lines 23-25); p. 12, lines 1-25 (R. p. 89, lines 1-25); p. 13, lines 1-25 (R. p. 90, lines 1-25); p. 14, lines 1-22 (R. p. 91, lines 1-22); Motion to Reconsider, Alter, or Amend p. 3-7 (R. pp. 72-76). Indeed, at the hearing, Appellant specifically argued that he did not agree to the terms of the purported acceptance letter, which, as previously discussed, should more accurately be viewed as a counter-offer, and that the settlement negotiations therefore were not finalized. *See* Transcript p. 13, lines 5-13 (R. p. 90, lines 5-13).

Therefore, Appellant properly preserved the issue of mutual assent for purposes of this appeal. *See Brannon*, 388 S.C. at 502, 697 S.E.2d at 595–96.

As more fully discussed in his Final Appellate Brief, Appellant maintains that there is a genuine issue of fact as to whether there was mutual assent, in that there are clear factual issues regarding whether the parties fully assented to, intended, understood, and comprehended all relevant unequivocal terms of the purported agreement. Specifically, as previously discussed, there exist clear factual issues regarding whether Respondent's November 12, 2021 letter, *see* Complaint Ex. 5. p. 2 (R. p. 27), constituted a valid acceptance, in that there are clear factual issues regarding whether it varied, modified, or qualified the terms of the purported settlement offer and, relatedly, regarding the nature and scope of the purported terms, i.e. whether the purported settlement only related to claims regarding the "chimney dispute matter" or whether it also extended to the alleged foundation issues. *See* Final Appellant Brief p. 10-12; *see also Sossamon*, 241 S.C. at 486, 129 S.E.2d at 127; *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 243, 672 S.E.2d 799, 803 (Ct. App. 2009).

Furthermore, it is significant to reiterate that Appellant raised numerous contract-based defenses in his Answer, including, but not limited to, lack of mutual of assent, unconscionability, mistake, and waiver, laches, estoppel, unclean hands, which, if Appellant was given the opportunity to develop through appropriate discovery would have negated, invalidated, and/or supported recission of any purported contract. *See Electro-Lab of Aiken, Inc.*, 357 S.C. at 368 (providing that mutual assent is requirement to proving an enforceable contract); *see also State Acc. Fund v. S.C. Second Inj. Fund*, 388 S.C. 67, 77, 693 S.E.2d 441, 446 (Ct. App. 2010) (providing that unilateral mistake can provide grounds for contract recission when the mistake is induced "by fraud, deceit, misrepresentation, concealment, or imposition ..., without negligence

on the part of the party claiming rescission, or where mistake is accompanied by very strong and extraordinary circumstances which would make it a great wrong to enforce the agreement."); *Strickland v. Strickland*, 375 S.C. 76, 85, 650 S.E.2d 465, 471 (2007) (Laches, Waiver, and Equitable Estoppel); *Ingram v. Kasey's Assocs*., 340 S.C. 98, 107, 531 S.E.2d 287, 292 (2000) (Unclean Hands). Notably, there were genuine issues of material fact regarding the applicability of these affirmative defenses as well as material factual issues related to existence of a binding and enforceable settlement agreement, which Appellant should have been able to support through appropriate discovery, specifically, including, but not limited to, his own testimony regarding his state of mind, understanding and comprehension of his *pro se* settlement negotiations with Respondent's counsel, the terms of the settlement negotiations, the parties' intentions and understanding regarding the purported agreement and its terms, as well as written or oral discovery related to each parties' conduct and representations made throughout the entire several month period in which Appellant engaged in *pro se* settlements negotiations with Respondent's counsel. *See Lewis*, 2013 WL 4585873, at *1 (finding that the plaintiff's motion for judgment on the pleadings was not appropriate in light of the factual issues that needed to be resolved, including the applicability of the affirmative defenses raised by the defendant). Lastly, to the extent Respondent now attempts to argue that the issues related to premature nature of his Motion for Judgment on the Pleadings, the need for appropriate discovery, and applicability of affirmative defenses were not preserved for purposes of appeal, Appellant maintains that he appropriately and repeatedly raised such issues to the trial court in his Memorandum in Opposition, at the hearing, and in his Motion to Reconsider. *See* Memorandum in Opposition to Motion for Judgment on the Pleadings p. 4-6 (R. pp. 61-63); Transcript p. 11, lines 23-25 (R. p. 88, lines 23-25); p. 12, lines 1-25 (R. p. 89, lines 1-25); p. 13, lines 1-25 (R. p. 90, lines 1-25); p. 14, lines 1-22 (R. p. 91, lines 1-

22); Motion to Reconsider, Alter, or Amend p. 3-7 (R. pp. 72-76).; *see also Brannon,* 388 S.C. at 502, 697 S.E.2d at 595–96.

In sum, when properly accepting Appellant's allegations as true and construing the facts and inferences in his favor, it is clear the trial court erred in granting Respondent's motion for the drastic remedy of Judgment on the Pleadings before Appellant was afforded an adequate opportunity to properly develop the record, conduct discovery, and present relevant evidence related to factual issues outlined herein. *Russell,* 305 S.C. at 89; *Lewis,* 2013 WL 4585873, at *1; *Falk v. Sadler,* 341 S.C. 281, 290, 533 S.E.2d 350, 354 (Ct. App. 2000) (finding a "grant of a judgment on the pleadings, before discovery has been fully completed, [to be] premature" when the non-moving party's pleading "contained several allegations which, if true," would have entitled the non-moving party to relief).

II. RESPONDENT'S ARGUMENT THAT THE TRIAL COURT DID NOT ERR IN CONVERTING HIS MOTION INTO A MOTION FOR SUMMARY JUDGMENT WITHOUT PROVIDING PROPER NOTICE AND A REASONABLE OPPORTUNITY TO PRESENT OR DEVELOP EVIDENCE SHOULD BE REJECTED.

Respondent next contends that the trial court did not improperly convert his motion into a Motion for Summary Judgment without providing proper notice and an opportunity to present all pertinent evidence. For the reasons set forth in Appellant's Final Brief and herein, Appellant maintains, that the trial court erred in converting Respondent's motion into a motion for summary judgment without providing proper notice and a reasonable opportunity to present or develop evidence when it considered evidence outside the pleadings. *See* Rule 12(c), SCRCP (providing that a Rule 12(c) motion must be treated as one for the summary judgment when "matters outside the pleadings are presented and not excluded by the Court" and that "all parties shall be given reasonable opportunity to present all material made pertinent to such a motion by Rule 56."); *see*

also Brown v. Leverette, 291 S.C. 364, 367, 353 S.E.2d 697, 699 (1987) (holding that the trial court erred when it considered matters outside the pleadings when ruling on a Rule 12(b)(6) motion without providing adequate notice and a reasonable opportunity to present all evidence pertinent to a summary judgment motion); *Baird v. Charleston Cnty.*, 333 S.C. 519, 528, 511 S.E.2d 69, 74 (1999) (same).[3]

Here, Appellant agrees that the trial court did not explicitly clarify in its written orders that it was considering evidence outside the pleadings or that it was converting Respondent's motion into a motion for summary judgement. However, as Respondent acknowledges, he attached to his Memorandum in Support of his Motion for Judgment on the Pleadings a redacted, incomplete copy of the email correspondence relating to the purported settlement negotiations in this case.[4] *See* Memorandum In Support of Motion for Judgment on the Pleading, Ex. 1 (R. pp. 55-57). Moreover, while the trial court gave no explicit notice that he would consider this evidence or treat the motion as one for summary judgment, it is clear that he did not exclude this evidence and the hearing transcript reveals that the Court considered the same when ruling on Respondent's motion. *See* Transcript p. 17, lines 15-25 (R. p. 94, lines 15-25); p. 18, lines 1-17 (R. p. 95, lines 1-17); *see also Brown*, 291 S.C. at 367, 353 S.E.2d at 699 (recognizing that a trial court converts a motion to dismiss into a motion for summary judgment when it considers evidence outside the pleadings even when it does not specifically indicate that it is considering such evidence).

[3] As noted in his Final Appellant Brief, the pertinent language from Rule 12(b) related to the procedure for converting 12(b)(6) motions mirrors the language contained in Rule 12(c). *See* Rule 12(b), SCRCP; Rule 12(c), SCRCP.

[4] As previously stated and discussed below, Appellant attached a complete copy of the email exchange to his Memorandum in Opposition to provide a full context to the purported settlement negotiations in the abundance of caution and in the event the trial court decided to consider materials outside the record. *See* Memorandum in Opposition of Motion for Judgment on the Pleadings, Ex. 1 (R. pp. 67-69).

Although Respondent acknowledges that this exhibit was not attached to his Complaint, he nonetheless argues, citing *Brazell v. Windsor*, 384 S.C. 512, 516 (2009), that it should be treated as if it was incorporated by reference into the complaint. Here, Respondent's reliance on *Brazell* is misplaced. In that case, the petitioners specifically alleged in their complaint that the respondent failed to pay the amount due under a contract "as set forth upon the HUD–1 Settlement Statement attached to and incorporated herein by reference," but inadvertently failed to actually attach the Settlement Statement to their Complaint. *Id.* at 516. Thereafter, the respondent attached a copy of the Settlement Statement to her Rule 12(b)(6) motion to dismiss, which was granted by the trial court. *See id.* On appeal, the Supreme Court rejected the petitioners' argument that the trial court's consideration of this Settlement Statement converted the Respondent's motion to dismiss into a motion for summary judgment, for which they would been entitled a reasonable opportunity to present all pertinent material, reasoning that "allowing a trial court to consider documents that are incorporated by reference in the complaint but not actually attached thereto prevents a plaintiff from benefiting from his own oversight or from surviving a motion to dismiss by intentionally omitting documents upon which their claims are based." *See id.*

Unlike the petitioners in *Brazell*, Respondent did not explicitly incorporate by reference the pertinent email exchange in their complaint and merely inadvertently fail to attach the same. *Cf. id.* at 516 (providing that the petitioners specifically alleged in their complaint that the Settlement Statement was "attached to and incorporated herein by reference."). Instead, Respondent merely alleged in his Complaint, in relevant part, that "[Appellant] acknowledged receipt of the Settlement Agreement acceptance by email prior to withdrawing it's Offer or the Offer expiring." *See* Complaint p. 6 (R. p. 12, line 27). This vague reference to the pertinent email exchange did not provide a full and/or complete description of the parties' settlement

communications, and it is likely that Respondent did not incorporate by reference or attach the actual email correspondence for strategic reasons. In addition, unlike the Petitioners in *Brazell*, Respondent was the party moving for summary disposition through his Motion for Judgment on the Pleadings. As such, similar to how the Petitioners in *Brazell* should not have been able to derive a benefit from their own failure to attach an exhibit to their complaint, Respondent in this case should not be able to derive a benefit, i.e. summary disposition of a claim in his favor, for strategically deciding to not incorporate or attach an exhibit to his Complaint before later submitting a redacted copy of the same to support his Motion for Judgment on the Pleadings.

Respondent further contends that, in the event the Trial Court did consider matters outside the pleadings and convert his motion into a motion for summary judgment, that the trial court nonetheless did not err because Appellant had an "equal opportunity" to submit evidence in support of his position. However, Respondent's argument is misplaced. Here, the trial court erred in failing to provide proper notice to the parties that it would be considering evidence outside the pleadings, *see e.g., Brown*, 291 S.C. at 367, 353 S.E.2d at 699, and, more significantly, in failing to provide Appellant with an "reasonable opportunity" to present all evidence pertinent to such a motion, which should have included the opportunity to pursue reasonable discovery. *See, e.g., Johnson v. RAC Corp.*, 491 F.2d 510, 513 (4th Cir. 1974) ("It seems fair to include within the term 'reasonable opportunity' some indication by the court to 'all parties' that it is treating the 12(b)(6) motion as a motion for summary judgment', with the consequent right in the opposing party to file counter affidavits or ***to pursue reasonable discovery***.") (emphasis added). While Appellant did attach an unredacted copy of the pertinent email correspondence to his Memorandum in Opposition, out of an abundance of caution and in the event the trial court decided to consider evidence outside the pleadings presented by Respondent, this in no way demonstrates that he had

a reasonable opportunity to present all evidence pertinent to such a motion at this early stage of the proceedings. Indeed, as discussed, such a motion was wholly premature and Appellant did not have an opportunity to conduct any meaningful discovery, which would been directly relevant to the various genuine issues of material fact related to the existence of a valid and enforceable settlement agreement, the existence of mutual assent, ambiguities in the purported settlement agreement, and also to applicability of the various affirmative defenses raised by Appellant. *See id.*

Lastly, Respondent incorrectly maintains that the issue of conversion was not preserved for appeal. However, Appellant specifically argued in in his Memorandum in Opposition to Respondent's Motion and at the hearing that the Court's review should be properly limited to the pleadings. *See* Memorandum in Opposition to Motion for Judgment on the Pleadings p. 2-6 (R. pp. 59-63); Transcript p. 9, lines 15-19 (R. p. 86, lines 15-19), p. 11, lines 23-25 (R. p. 88, lines 23-25), p. 12, lines 1-25 (R. p. 89, lines 1-25), p. 13, lines 1-13 (R. p. 90, lines 1-13). Moreover, he specifically maintained that if the Court considered materials outside the pleadings, the motion would be converted into motion for summary judgment, which would require the Court to give the parties' appropriate notice and a reasonable opportunity to present all pertinent evidence. *See* Memorandum in Opposition to Motion for Judgment on the Pleadings p. 2-6 (R. pp. 59-63). However, in the abundance of caution and in the event the Respondent attempted to introduce evidence outside the pleadings in support of his motion, Appellant argued, in the alternative, that Respondent's motion should be rejected even if it was construed as a motion for summary judgment.[5] *See* Memorandum in Opposition to Motion for Judgment on the Pleadings p. 6 (R. p.

[5] Indeed, as discussed above, Respondent did, in fact, attempt to introduce evidence outside the pleadings, an incomplete, redacted copy of the Appellant's email response to Respondent's November 12, 2021 letter.

63). In addition, Appellant raised the issue of conversion in his Motion to Reconsider and attempted to seek clarification from the trial court on whether it treated Respondent's motion as one for summary judgment and proceeded to specifically argue that a summary judgment ruling was improper because it was premature and entered without giving Appellant a reasonable and meaningful opportunity to pursue discovery. *See* Motion to Reconsider, Alter, or Amend p. 6-7 (R. pp. 75-76). Thus, the issue was fairly presented to the lower court and was properly preserved for appeal. *See Brannon*, 388 S.C. at 502, 697 S.E.2d at 595–96.

Based on the foregoing, and to reiterate, to the extent the trial court converted Respondent's motion into a motion for summary judgment, the Trial Court erred in failing to give Appellant proper notice and a reasonable opportunity to present or develop all materials pertinent to the motion. *See* Rule 12(c), SCRCP.[6]

CONCLUSION

For the reasons stated Appellant's Final Brief and herein, this Court should reverse the judgment of the circuit court.

Respectfully Submitted,

/E. Gordon Hay, VI
E. Gordon Hay, VI, Esq. Bar No.: 103641
John H. Guerry, Esq., Bar No.: 101219
Jerry N. Theos, Esq., Bar No.: 5518
Theos Law Firm, LLC
11 State Street
Charleston, South Carolina 29401
(843) 577-7046 P; (843) 203-4985 F
ATTORNEYS FOR APPELLANT

July 3, 2024

[6] Respondent did not offer any additional arguments regarding the issue of whether the trial court erred in granting Respondent's motion to the extent it was treated as motion for the summary judgement. Regarding this issue, Appellant reasserts that a grant of summary judgment was likewise improper for the reasons provided in his final brief and herein, in that there were clear issues of material fact precluding summary judgment and because summary judgment was otherwise wholly premature. *See* Final Appellant Brief p. 15-18.

RECEIVED
Jul 03 2024
SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

_____

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

Robert J. Bonds, Circuit Court Judge

_____

Case No. 2023-CP-10-01790

Appellate Case No.: 2024-000293

_____

Jerome B. Crites Jr., Trustee of The BAC Trust U/A Dated April 9, 2021,_____ Respondent,

v.

Lawrence E. Miller, _____ Appellant.

_____

CERTIFICATE OF COUNSEL

_____

The undersigned certified that this Final Reply Brief complies with Rule 211(b), SCACR.

s/E. Gordon Hay, VI
E. Gordon Hay, VI, Esq. Bar No.: 103641
John H. Guerry, Esq., Bar No.: 101219
Jerry N. Theos, Esq., Bar No.: 5518
Theos Law Firm, LLC
11 State Street
Charleston, South Carolina 29401
(843) 577-7046 P; (843) 203-4985 F
ATTORNEYS FOR APPELLANT

July 3, 2024