

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GEORGETOWN COUNTY
COURT OF COMMON PLEAS

JOE M. CROSBY, MASTER-IN-EQUITY

APPELLATE CASE NO.: 2020-000597

CRM OF THE CAROLINAS, LLC,

v.

TREVOR W. STEEL,

Appellant,

Respondent.

RECORD ON APPEAL

HOPKINS LAW FIRM, LLC

s/ William E. Hopkins, Jr.

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July 27, 2020

RECEIVED

Jul 27 2020

SC Court of Appeals

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FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2017CP2200856

Crm Of The Carolinas Llc		Trevor W Steel	
--------------------------	--	----------------	--

PLAINTIFF(S)	DEFENDANT(S)
Submitted by: Clerk of Court	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant

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. ☐ See Page 2 for additional information.
- ☐ **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:

ORDER INFORMATION

Ex Parte Motion for Temporary Restraining Order by Attorney Hopkins; Granted, Order to Follow.

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

10/24/2017

Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

William E. Hopkins Jr. PO Box 1885 12019 Ocean Highway
Pawleys Island, SC 29585

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter *Dixie Eubanks*

Alma Y. White - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CIVIL ACTION NO.: 2017-CP-22-00856
CRM of the Carolinas, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	ORDER GRANTING
	)	TEMPORARY INJUNCTION
Trevor Steel,	)	
	)	
Defendant.	)	
_____	)	

This matter is before the Court on Plaintiff's Motion for a Temporary Injunction pursuant to Rule 65, South Carolina Rules of Civil Procedure. This action was commenced by the filing of a Summons, Verified Complaint, Ex Parte Motion for Temporary Restraining Order, Affidavit of Michael Keith Errico, and Memorandum in Support of Motion for Temporary Injunction on October 11, 2017, which pleadings were served upon Defendant, via substitute service upon his wife, at his home in Pawleys Island, South Carolina on October 19, 2017 at 8:07 p.m. A hearing was held on the motion for temporary restraining order on October 24, 2017 at 2:00 p.m., at which time the Honorable Eugene C. Griffith, Jr. granted the motion and scheduled this hearing to consider continuation of the injunction this on Friday, November 3, 2017 at 9:30 a.m..

The Complaint seeks a declaratory judgment, as well as temporary and permanent injunctive relief, and monetary damages. This Order deals only with the temporary injunction request.

This Court has considered the Verified Complaint in its relevant portions; the Affidavit of Michael Keith Errico, the memorandum of law and the argument of counsel.

The Court finds the following relevant facts are amply supported by the Affidavit and the relevant parts of the Verified Complaint.

CRM of the Carolinas, LLC (hereinafter "CRM Services") is primarily engaged in the business of offering maintenance and cleaning services for resorts, hotels, property and homeowner associations in both residential and commercial communities. CRM Services enters into contracts with property owners and/or managers to clean and maintain the properties, both buildings and land/landscaping. In exchange, CRM Services receives a fee for its services.

Defendant Trevor Steel worked as an employee of CRM Services for approximately ten and one-half (10 1/2) months, with his employment ending on Monday, October 2, 2017, when he voluntarily, and without notice, abandoned his employment with CRM Services.

Most recently, Defendant held the position of head of the pressure washing and painting division of CRM Services. As such, Defendant's job duties consisted of soliciting property owners and property managers and owner associations to enter into agreements with CRM Services for long term pressure washing and painting services and managing the relationships with the customers once they entered into agreements with CRM Services. As head of this division, Defendant worked very closely with the customers who entered into contracts with CRM Services. Defendant was in charge of ensuring that CRM Services properly and timely performed pressure washing and painting and other maintenance on the customers' properties.

In Defendant's position, he was given access to the telephone numbers and addresses of CRM Services' clients and potential clients. Defendant was a very valuable

employee of CRM Services, and given the access he had to its clients and his familiarity with its clients

On November 10, 2016, CRM Services entered into an Employment Contract with Defendant. The Contract specifically contained, *inter alia*, Non-Compete, Non-Solicitation, & Confidentiality Agreement (hereafter "Non-Compete Agreement") provisions.

Defendant's offer of employment with CRM Services was the consideration for the contract. In addition, CRM Services negotiated to pay Defendant, and Defendant agreed to accept, the sum of Fifty thousand and 00/100 (\$50,000.00) for the good will and client list of Defendant's former company, Clean Image, LLC, provided, however, that if Defendant terminated or left his employment with CRM services less than three (3) years after accepting such employment, the \$50,000 would have to be returned by Defendant to CRM Services and Defendant would be entitled to keep his former company name and customer list "excluding any new clients developed during Employee's work for CRM."

Pursuant to the Non-Compete Agreement, Defendant is prohibited from competing against CRM, within a fifty (50) mile radius of Pawleys Island, South Carolina, for a period of two (2) years following the end of Defendant's employment with CRM Services, regardless of the reason for Defendant's employment ending.

Pursuant to the Contract, Defendant is further prohibited from soliciting the customers or clients of CRM Services for himself or for a third party for a period of two (2) years following the end of his employment with CRM Services, regardless of the reason for his employment ending.

Without warning, Defendant abandoned his employment with CRM Services on

Monday, October 2, 2017. Immediately following his unannounced resignation, in fact the same day, Defendant met with a potential customer of CRM Services (Brittain Resort Management) with whom they had been communicating and trying to convince to enter into some service agreements for several months. The potential customer told CRM Services that as a direct result of their meeting with Defendant, and his representations, it would not currently be feasible to execute contracts with CRM Services to provide services to them, which contracts provided substantial revenue and value to CRM Services.

Defendant was formerly engaged in the same business as CRM Services, which consisted of soliciting property owners and managers to enter into agreements for pressure washing and painting services, and managing the relationships with the property owners and managers.

Based upon these facts, the Court is convinced it is Defendant's intention to compete against CRM Services and/or continue contacting the current and/or potential clients of CRM Services in an effort to attempt to persuade them to terminate their service agreements with CRM Services and enter into service agreements with him and/or his corporate entity.

Defendant has violated his Employment Contract by unlawfully competing against CRM Services within the non-compete zone as set forth in the Contract. Specifically, Defendant has unlawfully competed against CRM Services by contacting the potential client of CRM Services in an effort to solicit their business from CRM Services to Defendant. The potential client that Defendant has contacted is within the non-compete zone as defined in the Non-Compete Agreement. By contacting CRM Service's potential

client, within the non-compete zone, Defendant is in violation of the Non-Compete Agreement and is engaging in unlawful competition against CRM Services.

Defendant is further generally violating his Non-Compete Agreement by providing and attempting to provide the same services as CRM Services within the non-compete zone.

Defendant has violated the Employment Contract by soliciting the potential clients of CRM Services to refuse to enter into an agreement with it and rather to enter into service agreements with him or his corporate entity.

Defendant has violated and expressed a desire to continue to violate the Non-Compete Agreement with CRM Services. Defendant has also violated the Employment Contract by failing and refusing to return the \$50,000 payment to CRM Services since he voluntarily terminated his employment less than three (3) years after he accepted such employment.

This Court concludes as a matter of law that it has jurisdiction to hear and determine the issues raised by this motion and that this Court has authority under Rule 65, SCRCP, to issue a temporary injunction. "Injunctive relief is equitable in nature," *Denman v. City of Columbia*, 387 S.C. 131, 140, 691 S.E.2d 465, 470 (2010) issued to prevent irreparable injury upon the showing of a likelihood of success on the merits, and the absence of an adequate remedy at law." *Grosshuesch v. Cramer*, 367 S.C. 1, 4, 623 S.E.2d 833, 834 (2005). See also, *Peek v. Spartanburg Reg'l Healthcare sys.*, 367 S.C. 450, 454-55, 626 S.E.2d 34, 36 (Ct. App. 2005) *holding modified by Poynter Invs., v. Century Builders of Piedmont, Inc.*, 387 S.C. 583, 694 S.E.2d 15 (2010). "When seeking a preliminary injunction, the plaintiff need not prove an absolute legal right; the plaintiff

need only present 'a fair question to raise as to the existence of such a right.'" *Peek*, 367 S.C. at 456 (Quoting *Williams v. Jones*, 92 S.C. 342, 347, 75 S.E. 705, 710 (1912)). A *prima facie* showing has been made as to the likelihood of success on the merits.

This Court further finds that it "clearly appears from specific facts shown", which have been submitted under oath that "immediate and irreparable injury, damage or loss" will result to the Plaintiff without an adequate legal remedy before notice can be served and a hearing had thereon. Based on the foregoing, the Court finds CRM Services has, and will continue to, suffer irreparable harm as a result of Defendant's breach of the aforementioned provisions of the Employment Contract, as it has lost, and will continue to lose, clients, goodwill, business reputation, and money as a result of Defendant's actions in violation of the Contract.

The non-compete provision of the Agreement is enforceable because it is reasonably limited in time and geographic scope and reasonably necessary for the protection of CRM Services, without unreasonably prohibiting Mr. Steel from earning a livelihood.

A covenant not to compete will be enforced if it can be shown that the covenant (1) is necessary for the protection of the legitimate interests of the employer, (2) is reasonably limited with respect to time and place, (3) is not unduly harsh and oppressive in curtailing the legitimate efforts of the employee to earn a livelihood, (4) is reasonable from the standpoint of sound public policy, and (5) is supported by valuable consideration. Rental Unif. Serv. v. Dudley, 278 S.C. 674, 675-76, 301 S.E.2d 142, 143 (1983). The question of whether to enforce a covenant not to compete is highly dependent on the

facts of each particular case. Hagemeyer North America, Inc. v. Thompson, 2006 U.S. Dist. Lexis 19468, *16 (D.S.C. March 1, 2006) (unpublished).

A restrictive covenant must also be reasonably limited with respect to the time period it covers. Rental Unif. Serv., 278 S.C. at 675, 301 S.E.2d at 143. An open-ended covenant not to compete, without any time limitation, is not enforceable. Sermons v. Caine & Estes Ins. Agency, Inc., 275 S.C. 506, 509, 279 S.E.2d 338, 339 (1980). The Supreme Court has upheld covenants not to compete of up to three years. Rental Unif. Serv., 278 S.C. at 676, 301 S.E.2d at 143. As for geographic limitation, a covenant not to compete will, generally speaking, be considered reasonable if the area covered by the restraint is limited to the territory in which the employee was able, during her employment, to establish contact with the employer's customers. Id., at 676, 301 S.E.2d at 144.

Here, the covenant not to compete is extremely narrowly tailored. It seeks only to protect the legitimate business interests of CRM Services by prohibiting Mr. Steel from competing against CRM Services and soliciting property owners and managers to enter into long-term service agreements for the same services. The covenant not to compete does not prohibit Mr. Steel from engaging in any activity not performed by CRM Services or even performing (competing) such services outside a fifty (50) mile radius of Pawleys Island.

Further, the covenant not to compete only prohibits Mr. Steel from engaging in this activity in a very narrow non-compete zone, which extends fifty (50) miles from CRM Services office in Pawleys Island, South Carolina. This non-compete zone constitutes a very small portion of the area where CRM Services does business, which is actually nationwide. Mr. Steel worked in this non-compete zone and well beyond while employed

by CRM Services. While employed by CRM Services, Mr. Steel solicited property owners and managers and managed CRM Services' relationships with customers both within this area and well beyond. Thus, the non-compete zone is actually a very small fraction of Mr. Steel's actual work area (nationwide).

The Covenant Not to Compete lasts for a limited time, as it prohibits Mr. Steel from competing with CRM Services for a period of two (2) years from the end of his employment. At the expiration of this two-year period, Mr. Steel is free to compete with CRM Services in any manner otherwise legal.

Because the covenant not to compete is narrowly tailored to protect the legitimate business interests of CRM Services, it is not unreasonably harsh in preventing Mr. Steel from earning a living. Mr. Steel is free to engage in any business activity he chooses, so long as he does so outside the narrow scope of the non-compete zone. While inside the non-compete zone, Mr. Steel is free to engage in any endeavor he chooses, except for those services offered and provided by CRM Services. The covenant not to compete therefore, does not unreasonably prevent Mr. Steel from earning a living.

The non-solicitation provision of the Agreement is enforceable because it reasonably prohibits Mr. Steel from soliciting CRM Services customers and potential customers for a period of only two (2) years.

Covenants preventing employees from soliciting or "pirating" the employer's customers are valid. Collins Music Co. v. Parent, 288 S.C. 91, 94, 340 S.E.2d 794, 796 (Ct. App. 1986). "A restriction which allows the former employee to sell anywhere else, subject only to the employer's protection of his own clients, is valid." Id. Non-solicitation provisions do not require a geographic limitation. Wolfv. Colonial Life & Accident Ins.

Co., 309 S.C. 100,110,420 S.E.2d 217,222 (Ct. App. 1992). "[P]rohibitions against contacting existing customers can be a valid substitute for a geographic limitation." Id.

Like the covenant not to compete, the non-solicitation provision is also narrow in scope. The non-solicitation provision prohibits Mr. Steel from contacting any current or former customers or clients of CRM Services for the purposes of soliciting such customers or clients for himself or for a third party. Based on his position with CRM Services, Mr. Steel was aware of the identity and contact information of CRM Services customers and target customers. Furthermore, Mr. Steel's job with CRM Services required him to work very closely with the customers once they entered into agreements with CRM Services. The non-solicitation provision seeks to protect CRM Services from efforts by Mr. Steel to "pirate" its customers. The non-solicitation provision lasts only for a period of two (2) years from the end of Mr. Steel's employment, which the Supreme Court has upheld as reasonable. Rental Unif. Serv., 278 S.C. at 676, 301 S.E.2d at 143.

IT IS THEREFORE ORDERED,

The Defendant Trevor Steel is hereby temporarily enjoined and restrained from competing against CRM Services or offering to provide the same or similar services within fifty (50) miles of Pawleys Island, South Carolina; is hereby temporarily enjoined and restrained from soliciting CRM Services' existing customers or any potential customers with whom he dealt or had knowledge while employed or as a result of his employment with CRM Services; and is hereby temporarily enjoined and restrained from appropriating or using any intellectual property of CRM Services including, but not limited to, websites, URLs, social media, accounts or advertising and marketing materials.

In light of the \$50,000 payment by Plaintiff to Defendant which has not yet been returned pursuant to the terms of the Employment Agreement, I find that adequate security for the issuance of this Order under Rule 65(c), South Carolina Rules of Civil Procedure has been met.

AND IT IS SO ORDERED!

Larry B. Hyman, Jr.
Circuit Court Judge

November ____, 2017



Georgetown Common Pleas

Case Caption: Crm Of The Carolinas Llc VS Trevor W Steel
Case Number: 2017CP2200856
Type: Order/Temporary Injunction

So Ordered

s/ Larry B. Hyman 2152

Electronically signed on 2017-11-17 11:11:01 page 11 of 11

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN

CASE NO.: 2017CP2200856

CRM of the Carolinas, LLC

Plaintiff,

ORDER

v.

Trevor Steel,

Defendants.

On October 11, 2017, Plaintiff commenced a lawsuit against the defendant. Amongst the Plaintiff's allegations placed a non-compete clause contained in November 10, 2016 employment contract entered into by the parties at center between the parties' controversies. Soon thereafter, Plaintiff sought and obtained a Temporary Restraining Order issued by the Honorable Eugene C. Griffith, Jr, on October 24, 2017, and a Temporary Injunction issued by the Honorable Larry B. Hyman, Jr., on November 17, 2017 curtailing specific business activities the Defendant's may engage in during the pendency of this action. As per the terms of the non-compete clause, any restraint on the Defendant's actions expired on October 2, 2019

On October 14, 2019, the Honorable Joe M. Crosby presided over this matter for trial. Prior to trial, Defendant moved to dismiss the Plaintiff's cause of actions

concerning the enforcement of said non-compete clause and a termination of the Temporary Injunction. Plaintiff stipulated that any controversies arising from said non-compete clause were indeed moot at this time.

Therefore, It is the ORDER of this Court that all Court Orders restraining Defendant from any and all types of business activities are hereby rescinded and/or terminated.

October __, 2019

Joe M. Crosby, Master in Equity
Georgetown County, S.C.



Georgetown Common Pleas

Case Caption: Crm Of The Carolinas Llc VS Trevor W Steel
Case Number: 2017CP2200856
Type: Master/Order/Other

So Ordered

s/ Joe M. Crosby 3072

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STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

IN THE COURT OF COMMON PLEAS

CASE NO.: 2017-CP-22-000856

CRM of the Carolinas, LLC,

Plaintiff,

ORDER

v.

Trevor W. Steel,

Defendant.

On October 11, 2017, Plaintiff commenced a lawsuit against the defendant via Verified Complaint alleging various causes of actions including Breach of Contract, Anticipatory Breach of Contract, Slander *Per Se* and Intentional Interference with Prospective Contractual Relations. Defendant answered the Complaint and asserted Counterclaims for damages on December 7, 2017. Amongst the Plaintiff's allegations placed a non-compete clause contained in November 10, 2016 employment contract entered into by the parties at center between the parties' controversies. Soon thereafter, Plaintiff sought and obtained a Temporary Restraining Order issued by the Honorable Eugene C. Griffith, Jr, on October 24, 2017, and a Temporary Injunction issued by the Honorable Larry B. Hyman, Jr., on November 17, 2017 curtailing specific business activities the Defendant may engage in during the pendency of this action. As per the terms of the non-compete clause, any restraint on the Defendant's actions expired on October 2, 2019.

2017-CP-22-000856

On October 14, 2019, the Honorable Joe M. Crosby presided over this matter for trial. Attorney William E. Hopkins, Jr. represented the Plaintiff, CRM of the Carolinas, LLC and Roger P. Giardino represented Defendant Trevor W. Steel.

Prior to trial, Defendant moved to dismiss the Plaintiff's cause of actions concerning the enforcement of said non-compete clause and a termination of the Temporary Injunction. Plaintiff stipulated that any controversies arising from said non-compete clause were indeed moot at this time. The Honorable Joe M. Crosby granted Defendant's Pre-Trial motion; see Order filed on October 18, 2019, which rescinded and terminated the Temporary Restraining Order issued by the Honorable Eugene C. Griffith, Jr, on October 24, 2017, and the Temporary Injunction issued by the Honorable Larry B. Hyman, Jr., on November 17, 2017 curtailing specific business activities the Defendant may engage in during the pendency of this action.

At the time of trial, Michael Keith Errico and Gregg S. Evans testified on behalf of the Plaintiff CRM of the Carolinas, LLC and Defendant Trevor W. Steel also testified. After their direct testimony, each witness underwent cross examination from opposing counsel. The crux of the controversies between the parties concerns the initial payment of \$50,000 which arose from the November 10, 2016 employment contract the parties willingly and voluntarily entered into and executed. Plaintiff presented and offered said contract to the Court; which the Court accepted and entered into evidence without objection from the Defendant. Elicited testimony from the parties clearly established that the parties altered and amended, through written addendum, the terms of employment, amount and designation of financial compensation, as well as the job requirements and responsibilities on multiple occasions throughout the lifetime of the business relationship between the parties. Plaintiff also offered and placed into evidence the following: the Employment Contract Addendum dated November 10, 2016, the Employment

2017-CP-22-000856

Contract Addendum dated March 3, 2017, a screenshot of a Facebook posting, and two bills for legal services. Defendant offered and placed into evidence a copy of the November 10, 2016 check stub and an Affidavit for Attorney Fees. Defendant elected not to prosecute the Defendant's counterclaims.

Upon the conclusion of the case in chief, each party's attorney moved respectively for attorney fees from the other.

After weighing the testimony presented with evidence offered, the Court finds the Plaintiff failed to meet the necessary burden of proof to substantiated its claims against the Defendant. With respect to Plaintiff's request for attorney fees, the evidence established the classification of the payment of funds was changed a number of times by the Plaintiff; that on one occasion the change conferred an alleged monetary benefit to the Plaintiff. Therefore, the Plaintiff cannot now assert a different setting and cannot claim attorney fees. The Court further determined the actions of the Defendant certainly resulted in a justifiable termination of the parties' business relationship. As such, there is no basis for this Court to award the Defendant attorney fees.

Wherefore, it is the ORDER of this Court that in this matter of CRM of the Carolinas, LLC against Trevor W. Steel this Court finds in favor of the Defendant and denies the Plaintiff and Defendant respective requests for attorney fees.

February __, 2020

Joe M. Crosby, Master in Equity
Georgetown County, S.C.

2017-CP-22-000856



Georgetown Common Pleas

Case Caption: Crm Of The Carolinas Llc VS Trevor W Steel
Case Number: 2017CP2200856
Type: Master/Order/Other

So Ordered

s/ Joe M. Crosby 3072

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CIVIL ACTION NO.: 2017-CP-22-_____
CRM of the Carolinas, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	SUMMONS
	)	
Trevor Steel,	)	
	)	
Defendant.	)	
_____	)	

TO: DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this action. A copy of the Complaint is attached to this Summons and is herewith served upon you. Your answer must be in writing and signed by you or by your attorney and must state your address or the address of your attorney if signed by your attorney. Your answer must be served upon the undersigned attorneys for the Plaintiff within thirty (30) days after the service hereof, exclusive of the day of service at 12019 Ocean Highway, Post Office Box 1885, Pawleys Island, South Carolina 29585.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

HOPKINS LAW FIRM, LLC

s/ William E. Hopkins, Jr.

William E. Hopkins, Jr., SC Bar #66474
 12019 Ocean Highway
 Post Office Box 1885
 Pawleys Island, South Carolina 29585
 (843) 314-4202 – Telephone
 (843) 314-9365 – Facsimile
bill@hopkinsfirm.com

Attorney for Plaintiffs

Pawleys Island, South Carolina
 October ____, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CIVIL ACTION NO.: 2017-CP-22-_____
CRM of the Carolinas, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	VERIFIED COMPLAINT
	)	
Trevor Steel,	)	
	)	
Defendant.	)	
_____	)	

Plaintiff CRM of the Carolinas, LLC ("CRM Services"), complaining of the Defendant Trevor Steel ("Defendant"), would respectfully show and allege unto this Honorable Court as follows:

FIRST CAUSE OF ACTION
(Breach of Contract)

1. CRM Services is an entity organized and existing under the laws of the State of South Carolina, with its principal place of business in Pawleys Island, South Carolina.
2. CRM Services is primarily engaged in the business of offering maintenance and cleaning services for resorts, hotels, property and homeowner associations in both residential and commercial communities. CRM Services enters into contracts with property owners and/or managers to clean, maintain and/or manage the properties, both buildings and land/landscaping. In exchange, CRM Services receives a fee for its services.
3. Defendant is a citizen and resident of Pawleys Island, Georgetown County, South Carolina.

4. Defendant worked as an employee of CRM Services for approximately ten and one-half (10 1/2) months, with his employment ending on Monday, October 2, 2017, when he voluntarily, and without notice, abandoned his employment with CRM Services.

5. Most recently, Defendant held the position of head of the pressure washing and painting division of CRM Services. As such, Defendant's job duties consisted of soliciting property owners and property managers and owner associations to enter into agreements with CRM Services for long term pressure washing and painting services and managing the relationships with the customers once they entered into agreements with CRM Services. As head of this division, Defendant worked very closely with the customers who entered into contracts with CRM Services. Defendant was in charge of ensuring that CRM properly and timely performed pressure washing and painting and other maintenance on the customers' properties.

6. In Defendant's position, he was given access to the telephone numbers and addresses of CRM Service's clients and potential clients.

7. Defendant was a very valuable employee of CRM Services, and given the access he had to its clients and his familiarity with its clients, CRM Services had to take steps to protect itself, should Defendant's employment with CRM Services end for whatever reason.

8. To that end, on November 10, 2016, CRM Services entered into an Employment Contract with Defendant. The Contract specifically contained, *inter alia*, Non-Compete, Non-Solicitation, & Confidentiality Agreement (hereafter "Non-Compete

Agreement") provisions. The Contract executed by CRM Services and the Defendant is attached hereto as Exhibit #1.

9. Defendant's offer of employment with CRM Services was the consideration for the contract. In addition, CRM Services negotiated to pay Defendant, and Defendant agreed to accept, the sum of Fifty thousand and 00/100 (\$50,000.00) for the good will and client list of Defendant's former company, Clean Image, LLC, provided, however, that if Defendant terminated or left his employment with CRM Services less than three (3) years after accepting such employment, the \$50,000 would have to be returned by Defendant to CRM Services and Defendant would be entitled to keep his former company name and customer list "excluding any new clients developed during Employee's work for CRM." Two Employment Contract Addendums, dated November 10, 2016 and March 3, 2017, respectively, are attached hereto as Exhibit #2.

10. Pursuant to the Non-Compete Agreement, Defendant is prohibited from competing against CRM, within a fifty (50) mile radius of Pawleys Island, South Carolina, for a period of two (2) years following the end of Defendant's employment with CRM Services, regardless of the reason for Defendant's employment ending.

11. Pursuant to the Contract, Defendant is further prohibited from soliciting the customers or clients of CRM for himself or for a third party for a period of two (2) years following the end of his employment with CRM Services, regardless of the reason for his employment ending.

12. Without warning, Defendant abandoned his employment with CRM Services on Monday, October 2, 2017,

13. Immediately following his unannounced resignation, the very same day,

Defendant met with and began soliciting a potential customer of CRM Services with whom they had been communicating and trying to convince to enter into service contracts for several months. Defendant also slandered, defamed, and made inaccurate and untruthful representations to the potential customer about CRM Services, telling the potential customer they were unable to fulfill the customers' needs and convincing the potential customer to refuse to execute the contracts with CRM Services, while telling the potential customer he could meet all their needs and provide superior service to CRM Services.

14. Sure enough, that same week the potential customer told CRM Services that as a direct result of their meeting with Defendant, and his misrepresentations, it would not currently be feasible to execute the contracts for CRM Services to provide services to them, which contracts provided substantial revenue and value to CRM Services.

15. Defendant was formerly engaged in the same business as CRM Services, which consisted of soliciting property owners and managers to enter into agreements for pressure washing and painting services, and managing the relationships with the property owners and managers.

16. Based upon his most recent conduct, CRM Services is informed and believes it is Defendant's intention to continue contacting the current and/or potential clients of CRM Services in effort to attempt to persuade them not to enter into service agreements with CRM Services and instead enter into service agreements with him and/or his corporate entity.

17. Defendant has violated his Employment Contract by unlawfully competing against CRM Services within the non-compete zone as set forth in the Contract. Specifically, Defendant has unlawfully competed against CRM Services by contacting the

potential client of CRM Services in an effort to solicit their business from CRM Services to Defendant. The potential client that Defendant has contacted is within the non-compete zone as defined in the Non-Compete Agreement. By contacting CRM Service's potential client, within the non-compete zone, Defendant is in violation of the Non-Compete Agreement and is engaging in unlawful competition against CRM Services.

18. Defendant is further generally violating his Non-Compete Agreement by providing and attempting to provide the same services as CRM Services within the non-compete zone.

19. Defendant has violated the Employment Contract by soliciting the potential clients of CRM Services to refuse to enter into agreements with it and rather to enter into service agreements with him or his corporate entity.

20. Upon information and belief, Defendant has violated his Employment Contract by communicating damaging untruths about CRM Services and its officers or employees to its potential clients, and clients, in an effort to steal the clients from CRM Services and engaging in acts designed to harm the reputation, goodwill and business operations of CRM Services.

21. Defendant has violated and expressed a desire to continue to violate the Non- Compete Agreement with CRM Services.

22. Defendant has also violated the Employment Contract by failing and refusing to return the \$50,000 payment to CRM Services since he voluntarily terminated his employment less than three (3) years after he accepted such employment.

23. CRM Services has, and will continue to, suffer actual and consequential damages as a result of Defendant's breach of the aforementioned provisions of the

Employment Contract, as it has lost, and will continue to lose, clients, goodwill, business reputation, and money as a result of Defendant's actions in violation of the Contract.

24. CRM Services is entitled to recover all actual and consequential damages sustained as a result of Defendant's breach of the Employment Contract. In addition, CRM Services is entitled to recover all reasonable attorney's fees and court costs it incurs in this action.

SECOND CAUSE OF ACTION
(Anticipatory Breach of Contract)

25. The allegations set forth in the preceding Paragraphs are incorporated herein and made part and parcel of this cause of action.

26. As set forth above, Defendant has made clear through his actions and statements to the potential client that he has breached and intends on continuing to breach the Non-Compete Agreement with CRM Services.

27. Defendant has made his plans clear that he intends on violating the Non-Compete Agreement in the future by competing with CRM Services in providing the same or similar services in the non-compete zone as defined in the Non-Compete Agreement.

28. Defendant has made his plans clear that he intends to violate the Non-Compete Agreement in the future by soliciting the clients and potential clients of CRM Services to terminate their service agreements with CRM Services and enter into service agreements with Defendant.

29. CRM Services will suffer actual and consequential damages, as a result of Defendant's threatened breaches of the Non-Compete Agreement with CRM Services. Should Defendant carry through with his future threats, CRM Services will lose clients, goodwill, business reputation, and money.

30. Accordingly, CRM Services requests an Order from this Honorable Court declaring that the Employment Contract, including the Non-Compete and Non-Solicitation provisions, is valid and enforceable against the Defendant, and should Defendant violate the Agreement in the future, he will be liable for any and all damage caused by his violation(s) of the Contract, including the payment of reasonable attorneys' fees and costs, and further, that Defendant will be held in contempt of Court if he violates the Contract in the future.

THIRD CAUSE OF ACTION
(Declaratory Judgment)

31. The allegations set forth in the preceding Paragraphs are incorporated herein and made part and parcel of this cause of action.

32. As set forth above, CRM Services entered into a Non-Compete and Non-Solicitation Agreement that is attached to this Complaint as Exhibit #1.

33. Defendant has violated and threatened to continue to violate the Non-Compete Agreement by competing with CRM Services in providing the same or similar services in the non-compete zone as defined in the Non-Compete Agreement.

34. Defendant has violated and threatened to continue to violate the Non-Solicitation Agreement by soliciting the clients of CRM Services to terminate their service agreements with CRM Services and enter into service agreements with Defendant.

35. Upon information and belief, Defendant has violated the Contract by communicating damaging untruths about CRM Services and its officers to CRM Services' clients in an effort to steal the clients from CRM Services and engaging in acts designed to harm the reputation, goodwill and business operations of CRM Services.

36. Accordingly, pursuant to Section 15-53-40 of the South Carolina Code of

Laws, CRM Services requests an Order from this Honorable Court declaring that the Employment Contract, including the Non-Compete and Non-Solicitation provisions, is valid and enforceable against the Defendant, and should Defendant violate the Agreement in the future, he will be liable for any and all damage caused by his violation(s) of the Non-Compete Agreement, including the payment of reasonable attorneys' fees and costs, and further, that Defendant will be held in contempt of Court if he violates the Agreement in the future.

FOURTH CAUSE OF ACTION
(Temporary/Permanent Injunction)

37. The allegations set forth in the preceding Paragraphs are incorporated herein and made part and parcel of this cause of action.

38. CRM Services will suffer irreparable harm if this Court does not grant an injunction ordering the Defendant, and those acting on his behalf and in concert with him, to immediately and forever cease competing with CRM Services in violation of the Non-Compete Agreement.

39. CRM Services will suffer irreparable harm if this Court does not grant an injunction ordering the Defendant, and those acting on his behalf and in concern with him, to immediately and forever cease competing with CRM Services in violation of the Agreement, soliciting the clients of CRM Services in violation of the Non-Compete Agreement, and violating the non-disparagement provision in the Agreement.

40. If an injunction is not granted, the Defendant could cripple the business of CRM Services while this case is pending.

41. CRM Services has a high likelihood of succeeding on the merits of its underlying claims for breach of the Agreement, anticipatory breach of the Non-Compete

and Non-Solicitation provisions of the Agreement, and for declaratory relief as reflected in the facts pleaded in this Complaint and in the Affidavit(s) filed with the Court.

42. CRM Services maintains no adequate remedy at law to address the problems posed by Defendant's violation of the Agreement and Defendant's threatened intent to continually violate the Agreement in the future.

43. The unlawful competitive acts perpetuated by Defendant have unfairly and unjustly financially enriched the Defendant and have caused, and will continue to cause in the future, extreme financial loss to CRM Services.

44. Furthermore, CRM Services and the Defendant agreed in Paragraph 13 of the Non-Compete Agreement that an injunction would be an appropriate remedy available to remedy the breach of this Agreement.

45. Accordingly, an award of money damages alone will not remedy the harm to the business, goodwill, and reputation that will continue to be suffered by CRM Services if the Defendant continues to engage in unfair competition.

FOR A FIFTH CAUSE OF ACTION
(Slander Per Se)

46. Plaintiff realleges and restates all the allegations of the preceding paragraphs as if fully rewritten and restated herein verbatim.

47. The actions and conduct of Defendant in publishing to third persons that CRM Services was unable to fulfill the customer's needs or perform satisfactorily, essentially unfitness in one's business or profession, constitutes defamation and slander per se.

48. Defendants' publications to the third persons are not, and were not, privileged.

49. As a direct and proximate result of Defendants' defamatory statements, CRM Services has suffered, and continues to suffer, actual damages.

50. Plaintiff is entitled to judgement against the Defendant for actual and punitive damages for slander per se.

FOR A SIXTH CAUSE OF ACTION

(Intentional Interference with Prospective Contractual relations)

51. Plaintiff realleges and restates all the allegations of the preceding paragraphs as if fully rewritten and restated herein verbatim.

52. At least one potential client located in Myrtle Beach, South Carolina, and possibly others, intended and desired to purchase from CRM Services, *inter alia*, pressure washing and painting services for their numerous resorts and other properties.

53. However, the actions and conduct of Defendant in publishing to at least one potential customer and other third persons that CRM Services was unable or unfit to satisfactorily provide certain services constitutes intentional interference with CRM Services' potential contractual relations.

54. As a direct and proximate result of Defendants' intentional interference, Plaintiff has suffered, and continues to suffer, actual damages.

55. CRM Services is entitled to judgement against the Defendant for actual and punitive damages for intentional interference with prospective contractual relations.

WHEREFORE, CRM Services prays for the following relief:

- a. An Order issuing a temporary/permanent injunction enjoining the Defendant from competing with CRM Services in violation of the Non-Compete and Non-Solicitation provisions of his Employment Contract;
- b. An Order issuing a temporary/permanent injunction enjoining the Defendant from soliciting the clients of CRM Services in violation of the Non-Compete and Non-Solicitation provisions of his Employment Contract;

- c. An Order issuing a temporary/permanent injunction enjoining the Defendant from communicating untrue statements about CRM Services and its officers in violation of the Agreement;
- d. An Order issuing a temporary/permanent injunction enjoining the Defendant from engaging in acts designed to harm the reputation, goodwill and business operations of CRM Services;
- e. An Order imposing a constructive trust on all wrongful profits obtained by the Defendant as a result of the unlawful competition;
- f. An Order declaring that the Employment Contract, including the Non-Compete and Non-Solicitation provisions, is valid and enforceable against the Defendant, and should Defendant violate the Agreement in the future, he will be liable for any and all damage caused by his violation(s) of the Agreement, including the payment of reasonable attorneys' fees and costs, and further, that Defendant will be held in contempt of Court if he violates the Agreement in the future;
- g. Return of the \$50,000 payment required by the Contract;
- h. For actual and consequential damages;
- i. Attorney's fees and legal costs;
- j. For costs, pre-judgment interest, and post-judgment interest; and
- k. For such other and further relief as this Honorable Court may deem just and proper.

HOPKINS LAW FIRM, LLC

s/ William E. Hopkins, Jr.

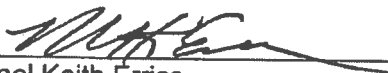
William E. Hopkins, Jr., SC Bar No. 66474
12019 Ocean Highway
Post Office Box 1885
Pawleys Island, South Carolina 29585
(843) 314-4202 – Telephone
(843) 314-9365 – Facsimile
bill@hopkinsfirm.com

Attorneys for Plaintiff

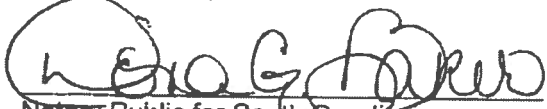
Pawleys Island, South Carolina
October 11, 2017

VERIFICATION

PERSONALLY, appeared before me, Michael Keith Errico, Owner, President and Partner of CRM of the Carolinas, LLC, who is the Plaintiff in the above captioned action, being first duly sworn, deposes and says that he has read the foregoing Summons and Verified Complaint and that the information contained therein is true and correct to the best of his knowledge.


Michael Keith Errico

SWORN to before me this 11th
Day of October, 2017.


Notary Public for South Carolina
My Commission Expires: 06-03-2019

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)
IN THE COURT OF COMMON PLEAS
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2017-CP-22-_____

CRM of the Carolinas, LLC,)
Plaintiff,)
v.)
Trevor Steel,)
Defendant.)
_____)

**EX PARTE MOTION FOR
TEMPORARY RESTRAINING ORDER**

Plaintiff CRM of the Carolinas, LLC ("CRM Services"), complaining of the Defendant Trevor Steel ("Defendant"), moves before this Court, pursuant to Rule 65(b) of the South Carolina Rules of Civil Procedure, for an Order setting forth the following:

1. That Defendant be enjoined from competing against CRM Services within the geographic scope of the Employment Contract, including the Non-Compete and Non-Solicitation provisions, (hereinafter "Agreement"), which covers a fifty (50) mile radius from Pawleys Island, South Carolina for a period of two (2) years.
2. That Defendant specifically be enjoined from competing with CRM Services in performing the same or similar services in the geographic area where the Agreement applies.
3. That Defendant specifically be enjoined from soliciting, directly or indirectly, on behalf of himself or for any third party, any individual or entity that CRM Services currently maintains a contract with or that CRM Services has solicited during Defendant's employment for a period of two (2) years.
4. That Defendant specifically be enjoined from communicating untrue statements about CRM Services and its officers or employees.

5. That Defendant specifically be enjoined from engaging in acts designed to harm the reputation, goodwill and business operations of CRM Services.

6. That each and every provision of this Order be binding upon any individual or legal entity acting on behalf or in concert with Defendant, including any corporation, limited liability corporation, or any other legal entity whatsoever.

7. CRM Services also moves the Court to issue a preliminary injunction prohibiting the Defendant from engaging in any activities addressed in this Ex Parte Motion for Temporary Restraining Order.

8. CRM Services seeks a hearing regarding the Motion for Preliminary Injunction be held within ten (10) days of the issuance of the Ex Parte Temporary Restraining Order, with prior notice to the Defendants on such hearing, if such Ex Parte Temporary Restraining Order is granted.

9. In support of this Motion, CRM Services submits the Affidavit of Keith Errico which is attached to this Motion, as well as the allegations set forth in the Verified Complaint.

HOPKINS LAW FIRM, LLC

s/ William E. Hopkins, Jr.

William E. Hopkins, Jr., SC Bar No. 66474
12019 Ocean Highway
Post Office Box 1885
Pawleys Island, South Carolina 29585
(843) 314-4202 – Telephone
(843) 314-9365 – Facsimile
bill@hopkinsfirm.com

Attorneys for Plaintiff

Pawleys Island, South Carolina
October 11, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CIVIL ACTION NO.: 2017-CP-22-_____
CRM of the Carolinas, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	AFFIDAVIT OF
	)	MICHAEL KEITH ERRICO
Trevor Steel,	)	
	)	
Defendant.	)	
_____	)	

PERSONALLY APPEARED BEFORE ME, after being duly sworn, deposes and states as follows:

1. I am the President and a partner in CRM of the Carolinas, LLC (hereinafter "CRM Services").
2. CRM Services is primarily engaged in the business of offering maintenance and cleaning services for resorts, hotels, property and homeowner associations in both residential and commercial communities. CRM Services enters into contracts with property owners and/or managers to clean and maintain the properties, both buildings and land/landscaping. In exchange, CRM Services receives a fee for its services.
3. CRM Services is located in Pawleys Island, Georgetown County, South Carolina.
4. Mr. Steel Trevor Steel (hereinafter "Mr. Steel") worked as an employee of CRM Services for approximately ten and one-half (10 1/2) months, with his employment ending on Monday, October 2, 2017, when he voluntarily, and without notice, abandoned his employment with CRM Services.

5. Most recently, Mr. Steel held the position of head of the pressure washing and painting division of CRM Services. As such, Mr. Steel's job duties consisted of soliciting property owners and property managers and owner associations to enter into agreements with CRM Services for long term pressure washing and painting services and managing the relationships with the customers once they entered into agreements with CRM Services. As head of this division, Mr. Steel worked very closely with our customers who entered into contracts with CRM Services. Mr. Steel was in charge of ensuring that CRM properly and timely performed pressure washing and painting and other maintenance on the customers' properties.

6. In Mr. Steel's position, he was given access to the telephone numbers and addresses of CRM Service's clients and potential clients.

7. Mr. Steel was a very valuable employee of CRM Services, and given the access he had to our clients and his familiarity with our clients, CRM Services had to take steps to protect itself, should Mr. Steel's employment with CRM Services end for whatever reason.

8. To that end, on November 10, 2016, CRM Services entered into an Employment Contract with Mr. Steel. The Contract specifically contained, *inter alia*, Non-Compete, Non-Solicitation, & Confidentiality Agreement (hereafter "Non-Compete Agreement") provisions. The Contract executed by me on behalf of CRM Services and the Mr. Steel is attached hereto as Exhibit #1.

9. Mr. Steel's offer of employment with CRM Services was the consideration for the contract. In addition, CRM Services negotiated to pay Mr. Steel, and Mr. Steel agreed to accept, the sum of Fifty thousand and 00/100 (\$50,000.00) for the good will

and client list of Mr. Steel's former company, Clean Image, LLC, provided, however, that if Mr. Steel terminated or left his employment with CRM services less than three (3) years after accepting such employment, the \$50,000 would have to be returned by Mr. Steel to CRM Services and Mr. Steel would be entitled to keep his former company name and customer list "excluding any new clients developed during Employee's work for CRM." Two Employment Contract Addendums, dated November 10, 2016 and March 3, 2017, respectively, are attached hereto as Exhibit #2.

10. Pursuant to the Non-Compete Agreement, Mr. Steel is prohibited from competing against CRM, within a fifty (50) mile radius of Pawleys Island, South Carolina, for a period of two (2) years following the end of Mr. Steel's employment with CRM Services, regardless of the reason for Mr. Steel's employment ending.

11. Pursuant to the Contract, Mr. Steel is further prohibited from soliciting the customers or clients of CRM Services for himself or for a third party for a period of two (2) years following the end of his employment with CRM Services, regardless of the reason for his employment ending.

12. Without warning or notice, Mr. Steel abandoned his employment with CRM Services on Monday, October 2, 2017.

13. Immediately following his unannounced resignation, in fact the same day, Mr. Steel met with and began soliciting a large potential customer of CRM Services (Brittain Resort Management), the owners of whom I have personally known for over twenty (20) years and with whom I have been communicating and trying to convince to enter into lucrative contracts for several years. Mr. Steel also slandered, defamed, and made inaccurate and untruthful representations to the potential customer about CRM

Services, telling the potential customer we were unable to fulfill the customers' needs and convincing the potential customer to refuse to execute the contract with CRM Services, while telling the potential customer he could meet all their needs and provide superior service to CRM Services.

14. Sure enough, that same week the potential customer met with me in person and told me that as a direct result of their meeting with Mr. Steel, and his misrepresentations, it would not currently be feasible to execute the contracts for CRM Services to provide services to them, which contract provided substantial revenue and value to CRM Services.

15. Mr. Steel, through his company Clean Image, LLC, was formerly engaged in the same business as CRM Services, which consisted of soliciting property owners and managers to enter into agreements for pressure washing and painting services, and managing the relationships with the property owners and managers.

16. Based upon his most recent conduct, I am convinced and believe it is Mr. Steel's intention to continue contacting the current and/or potential clients of CRM Services in effort to attempt to persuade them not to enter into service agreements with us and enter into service agreements with him and/or his corporate entity.

17. Mr. Steel has violated his Employment Contract by unlawfully competing against CRM Services within the non-compete zone as set forth in the Contract. Specifically, Mr. Steel has unlawfully competed against CRM Services by contacting the potential client of CRM Services (Brittain Resort Management) in an effort to solicit their business from CRM Services to Mr. Steel. The potential client that Mr. Steel has contacted is within the non-compete zone as defined in the Non-Compete Agreement. By

contacting CRM Service's potential client, within the non-compete zone, Mr. Steel is in violation of the Non-Compete Agreement and is engaging in unlawful competition against CRM Services.

18. Mr. Steel is further generally violating his Non-Compete Agreement by providing and attempting to provide the same services as CRM Services within the non-compete zone.

19. Mr. Steel has violated the Employment Contract by soliciting the potential clients of CRM Services to refuse to enter into agreements with us and rather to enter into service agreements with him or his corporate entity.

20. Upon information and belief, Mr. Steel has violated his Employment Contract by communicating damaging untruths about CRM Services and its officers or employees to our potential clients, and clients, in an effort to steal the clients from CRM Services and engaging in acts designed to harm the reputation, goodwill and business operations of CRM Services.

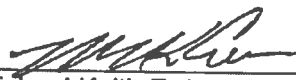
21. My company and I cannot sit idly by while Mr. Steel continues to contact our clients and continues to attempt to steal clients from us. Mr. Steel's acts, which are in contravention of the agreement he signed, has diverted valuable business time and resources from me and other employees of CRM Services, which is time and resources we should have spent focusing on the business operations of CRM Services. Instead, we have been forced to dedicate an abundance of time to trying to mitigate the damages Mr. Steel has caused and to salvage the relationship with our potential client and the possible long term business relationship.

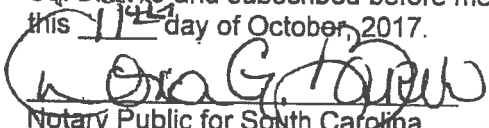
22. CRM Services will suffer irreparable harm if and to the extent Mr. Steel is

able to continue to unlawfully compete against CRM Services in the area covered by the Non-Compete.

23. CRM Services will suffer irreparable harm if and to the extent Mr. Steel is able to continue to unlawfully solicit the clients and potential clients of CRM Services in the area covered by the Non-Compete.

FURTHER AFFIANT SAYETH NAUGHT.


Michael Keith Errico

SWORN to and subscribed before me
this 11th day of October, 2017.

Notary Public for South Carolina
My Commission Expires: 06-03-2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CIVIL ACTION NO.: 2017-CP-22-_____
CRM of the Carolinas, LLC,	)	
	)	
Plaintiff,	)	
	)	
v.	)	MEMORANDUM IN SUPPORT OF
	)	PLAINTIFF'S MOTION FOR
Trevor Steel,	)	TEMPORARY INJUNCTION
	)	
Defendant.	)	
_____	)	

CRM of the Carolinas, LLC (hereinafter "CRM Services") offers this memorandum of law in support of its Motion for a Temporary Injunction.

STATEMENT OF FACTS

CRM Services is primarily engaged in the business of offering maintenance and cleaning services for resorts, hotels, property and homeowner associations in both residential and commercial communities. CRM Services enters into contracts with property owners and/or managers to clean and maintain the properties, both buildings and land/landscaping. In exchange, CRM Services receives a fee for its services.

Defendant Trevor Steel worked as an employee of CRM Services for approximately ten and one-half (10 1/2) months, with his employment ending on Monday, October 2, 2017, when he voluntarily, and without notice, abandoned his employment with CRM Services.

Most recently, Defendant held the position of head of the pressure washing and painting division of CRM Services. As such, Defendant's job duties consisted of soliciting property owners and property managers and owner associations to enter into agreements

with CRM Services for long term pressure washing and painting services and managing the relationships with the customers once they entered into agreements with CRM Services. As head of this division, Defendant worked very closely with the customers who entered into contracts with CRM Services. Defendant was in charge of ensuring that CRM Services properly and timely performed pressure washing and painting and other maintenance on the customers' properties.

In Defendant's position, he was given access to the telephone numbers and addresses of CRM Services' clients and potential clients. Defendant was a very valuable employee of CRM Services, and given the access he had to its clients and his familiarity with its clients, CRM Services had to take steps to protect itself, should Defendant's employment with CRM Services end for whatever reason.

To that end, on November 10, 2016, CRM Services entered into an Employment Contract with Defendant. The Contract specifically contained, *inter alia*, Non-Compete, Non-Solicitation, & Confidentiality Agreement (hereafter "Non-Compete Agreement") provisions. The Contract executed by CRM Services and the Defendant is attached hereto as Exhibit #1.

Defendant's offer of employment with CRM Services was the consideration for the contract. In addition, CRM Services negotiated to pay Defendant, and Defendant agreed to accept, the sum of Fifty thousand and 00/100 (\$50,000.00) for the good will and client list of Defendant's former company, Clean Image, LLC, provided, however, that if Defendant terminated or left his employment with CRM services less than three (3) years after accepting such employment, the \$50,000 would have to be returned by Defendant to CRM Services and Defendant would be entitled to keep his former company name and

customer list "excluding any new clients developed during Employee's work for CRM." Two Employment Contract Addendums, dated November 10, 2016 and March 3, 2017, respectively, are attached hereto as Exhibit #2.

Pursuant to the Non-Compete Agreement, Defendant is prohibited from competing against CRM, within a fifty (50) mile radius of Pawleys Island, South Carolina, for a period of two (2) years following the end of Defendant's employment with CRM Services, regardless of the reason for Defendant's employment ending.

Pursuant to the Contract, Defendant is further prohibited from soliciting the customers or clients of CRM for himself or for a third party for a period of two (2) years following the end of his employment with CRM Services, regardless of the reason for his employment ending.

Without warning, Defendant abandoned his employment with CRM Services on Monday, October 2, 2017,

Immediately following his unannounced resignation, in fact the same day, Defendant met with and began soliciting a potential customer of CRM Services (Brittain Resort Management) with whom they had been communicating and trying to convince to enter into some service agreements for several months. Defendant also slandered, defamed, and made inaccurate and untruthful representations to the potential customer about CRM Services, telling the potential customer they were unable to fulfill the customers' needs and convincing the potential customer to refuse to execute service contracts with CRM Services, while telling the potential customer he could meet all their needs and provide superior service to CRM Services.

Sure enough, that same week the potential customer told CRM Services that as a

direct result of their meeting with Defendant, and his misrepresentations, it would not currently be feasible to execute contracts with CRM Services to provide services to them, which contracts provided substantial revenue and value to CRM Services.

Defendant was formerly engaged in the same business as CRM Services, which consisted of soliciting property owners and managers to enter into agreements for pressure washing and painting services, and managing the relationships with the property owners and managers.

Based upon his most recent conduct, CRM Services is informed and believes it is Defendant's intention to continue contacting the current and/or potential clients of CRM Services in effort to attempt to persuade them to terminate their service agreements with CRM Services and enter into service agreements with him and/or his corporate entity.

Defendant has violated his Employment Contract by unlawfully competing against CRM Services within the non-compete zone as set forth in the Contract. Specifically, Defendant has unlawfully competed against CRM Services by contacting the potential client of CRM Services in an effort to solicit their business from CRM Services to Defendant. The potential client that Defendant has contacted is within the non-compete zone as defined in the Non-Compete Agreement. By contacting CRM Service's potential client, within the non-compete zone, Defendant is in violation of the Non-Compete Agreement and is engaging in unlawful competition against CRM Services.

Defendant is further generally violating his Non-Compete Agreement by providing and attempting to provide the same services as CRM Services within the non compete zone.

Defendant has violated the Employment Contract by soliciting the potential clients

of CRM Services to refuse to enter into an agreement with it and rather to enter into service agreements with him or his corporate entity.

Upon information and belief, Defendant has violated his Employment Contract by communicating damaging untruths about CRM Services and its officers or employees to its potential clients, and clients, in an effort to steal the clients from CRM Services and engaging in acts designed to harm the reputation, goodwill and business operations of CRM Services.

Defendant has violated and expressed a desire to continue to violate the Non-Compete Agreement with CRM Services.

Defendant has also violated the Employment Contract by failing and refusing to return the \$50,000 payment to CRM Services since he voluntarily terminated his employment less than three (3) years after he accepted such employment.

CRM Services has, and will continue to, suffer irreparable harm as a result of Defendant's breach of the aforementioned provisions of the Employment Contract, as it has lost, and will continue to lose, clients, goodwill, business reputation, and money as a result of Defendant's actions in violation of the Contract.

LEGAL ANALYSIS

I. ENFORCEABILITY OF THE COVENANT NOT TO COMPETE

The non-compete provision of the Agreement is enforceable because it is reasonably limited in time and geographic scope and reasonably necessary for the protection of CRM Services, without unreasonably prohibiting Mr. Steel from earning a livelihood.

A covenant not to compete will be enforced if it can be shown that the covenant (1) is necessary for the protection of the legitimate interests of the employer, (2) is reasonably limited with respect to time and place, (3) is not unduly harsh and oppressive in curtailing the legitimate efforts of the employee to earn a livelihood, (4) is reasonable from the standpoint of sound public policy, and (5) is supported by valuable consideration. Rental Unif. Serv. v. Dudley, 278 S.C. 674, 675-76, 301 S.E.2d 142, 143 (1983). The question of whether to enforce a covenant not to compete is highly dependent on the facts of each particular case. Hagemeyer North America, Inc. v. Thompson, 2006 U.S. Dist. Lexis 19468, *16 (D.S.C. March 1, 2006) (unpublished).

A covenant not to compete will not be enforced if it prohibits acts that are broader than necessary for the protection of the legitimate interests of the employer. Faces Boutique v. Gibbs, 318 S.C. 39, 43, 455 S.E.2d 707, 709 (Ct. App. 1995). For instance, in Faces Boutique, the Court of Appeals found that the covenant not to compete went beyond what was necessary to protect the legitimate interests of the employer because it prohibited the former employee from holding positions that were not even in competition with the employer. Id. at 43, 455 S.E.2d at 409.

A restrictive covenant must also be reasonably limited with respect to the time period it covers. Rental Unif. Serv., 278 S.C. at 675, 301 S.E.2d at 143. An open-ended covenant not to compete, without any time limitation, is not enforceable. Sermons v. Caine & Estes Ins. Agency, Inc., 275 S.C. 506, 509, 279 S.E.2d 338, 339 (1980). The Supreme Court has upheld covenants not to compete of up to three years. Rental Unif. Serv., 278 S.C. at 676, 301 S.E.2d at 143. As for geographic limitation, a covenant not to compete will, generally speaking, be considered reasonable if the area covered by the

restraint is limited to the territory in which the employee was able, during her employment, to establish contact with the employer's customers. Id., at 676, 301 S.E.2d at 144.

Here, the covenant not to compete is extremely narrowly tailored. It seeks only to protect the legitimate business interests of CRM Services by prohibiting Mr. Steel from doing the very thing he did while employed by CRM Services, solicit property owners and managers to enter into long-term service agreements for pressure washing and painting services. The covenant not to compete does not prohibit Mr. Steel from engaging in any activity other than soliciting property owners and managers to enter into long-term service agreements for pressure washing and painting services or performing (competing) such services within a fifty (50) mile radius of Pawleys Island. This is the business CRM Services is engaged in, and this is the primary job duty Mr. Steel performed while employed by CRM Services.

Further, the covenant not to compete only prohibits Mr. Steel from engaging in this activity in a very narrow non-compete zone, which extends fifty (50) miles from CRM Services office in Pawleys Island, South Carolina. This non-compete zone constitutes a very small portion of the area where CRM Services does business, which is actually nationwide. Mr. Steel worked in this non-compete zone and well beyond while employed by CRM Services. While employed by CRM Services, Mr. Steel solicited property owners and managers and managed CRM Services' relationships with customers both within this area and well beyond. Thus, the non-compete zone is actually a very small fraction of Mr. Steel's actual work area (nationwide).

The Covenant Not to Compete lasts for a limited time, as it prohibits Mr. Steel from competing with CRM Services for a period of two (2) years from the end of his employment.

At the expiration of this two-year period, Mr. Steel is free to compete with CRM Services in any manner otherwise legal.

Because the covenant not to compete is narrowly tailored to protect the legitimate business interests of CRM Services, it is not unreasonably harsh in preventing Mr. Steel from earning a living. Mr. Steel is free to engage in any business activity he chooses, so long as he does so outside the narrow scope of the non-compete zone. While inside the non-compete zone, Mr. Steel is free to engage in any endeavor he chooses, except for soliciting property owners and managers for long-term service agreements to provide pressure washing and painting services. The covenant not to compete therefore, does not unreasonably prevent Mr. Steel from earning a living.

Accordingly, for the reasons set forth above, this Court should find that the covenant not to compete is enforceable.

II. ENFORCEABILITY OF THE COVENANT NOT TO SOLICIT

The non-solicitation provision of the Agreement is enforceable because it reasonably prohibits Mr. Steel from soliciting CRM Services customers and potential customers for a period of only two (2) years.

Covenants preventing employees from soliciting or "pirating" the employer's customers are valid. Collins Music Co. v. Parent, 288 S.C. 91, 94, 340 S.E.2d 794, 796 (Ct. App. 1986). "A restriction which allows the former employee to sell anywhere else, subject only to the employer's protection of his own clients, is valid." Id. Non-solicitation provisions do not require a geographic limitation. Wolfv. Colonial Life & Accident Ins. Co., 309 S.C. 100, 110, 420 S.E.2d 217, 222 (Ct. App. 1992). "[P]rohibitions against contacting existing customers can be a valid substitute for a geographic limitation." Id.

Like the covenant not to compete, the non-solicitation provision is also narrow in scope. The non-solicitation provision prohibits Mr. Steel from contacting any current or former customers or clients of CRM Services for the purposes of soliciting such customers or clients for himself or for a third party. Based on his position with CRM Services, Mr. Steel was aware of the identity and contact information of CRM Services customers and target customers. Furthermore, Mr. Steel's job with CRM Services required him to work very closely with the customers once they entered into agreements with CRM Services. The non-solicitation provision seeks to protect CRM Services from efforts by Mr. Steel to "pirate" its customers. The non-solicitation provision lasts only for a period of two (2) years from the end of Mr. Steel's employment, which the Supreme Court has upheld as reasonable. Rental Unif. Serv., 278 S.C. at 676, 301 S.E.2d at 143.

Accordingly, this Court should find that the covenant not to solicit is enforceable.

III. MR. STEEL'S VIOLATIONS OF THE AGREEMENT

The same day, after voluntarily, and without notice, abandoning his employment with CRM Services, Mr. Steel personally met or spoke with a potential customer (Brittan Resort Management) from Myrtle Beach. CRM Services was in the throes of negotiating some lucrative service contracts with Brittain and had been negotiating with them for several months. In fact, the President of CRM Services, Keith Errico, has known the owners of Brittain Resort Management and had been trying to do business with them for many years. On the eve of Mr. Errico's efforts and persistence finally coming to fruition, Mr. Steel was able to single-handedly and in one quick, fell swoop undo years of good will, trust building, and negotiations by convincing Brittain that CRM Services was unable to adequately and properly service the needs and contractual obligations of Brittain.

While Mr. Steel convinced Brittain not to consummate its deal with CRM Services, he then tried to persuade the company that he, in fact, could very well meet their needs and that they should enter into a services agreement with him. In a meeting last week, representatives of Brittain informed Errico they could not currently enter into service contracts with CRM Services in light of the allegations made by Mr. Steel.

IV. ELEMENTS FOR INJUNCTIVE RELIEF

This Court should grant CRM Services' Motion for Temporary Injunction and continue the injunction against Mr. Steel until trial.

The party seeking an injunction has the burden of demonstrating facts and circumstances warranting an injunction. Calcutt v. Calcutt, 282 S.C. 565, 320 S.E.2d 55 (Ct. App. 1984). In order to prevail in a motion for a temporary injunction, the moving party must demonstrate that (1) it would suffer irreparable harm if the injunction is not granted; (2) it will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. Scratch Golf Co. v. Dunes W. Residential Golf Props., Inc., 361 S.C. 117, 120-21, 603 S.E.2d 905,907 (2004). "In deciding whether to grant an injunction, the court must balance the benefit of an injunction to the plaintiff against the inconvenience and damage to the defendant, and grant an injunction which seems most consistent with justice and equity under the circumstances of the case." Strategic Resources Co. v. BCS Life Ins. Co., 367 S.C. 540, 544, 627 S.E.2d 687, 689 (2006).

CRM Services would suffer irreparable harm if this Court does not continue the injunction against Mr. Steel until the time of trial. The most important resource a business has is its revenue stream, which comes from its customers. Without an injunction in place enforcing the non-compete and non-solicitation provisions of the Agreement, CRM

Services risks losing its customers-customers that it took years of hard work, sweat equity, and goodwill to develop and acquire. As set forth above, CRM Services already possesses ample evidence to demonstrate that Mr. Steel violated the Agreement. Thus, CRM Services maintains a high likelihood of succeeding on the merits of its breach of contract claim against Mr. Steel. In addition, CRM Services has no adequate remedy at law. It is very unlikely that Mr. Steel has the means to respond to a monetary award that would fully compensate CRM Services for the damage he has already caused. CRM Services needs the injunction to continue so it will not risk losing additional customers. Furthermore, a monetary award would be ineffective to place CRM Services in the position it would have occupied had Mr. Steel not violated the Agreement in the first place.

Accordingly, this Court should grant CRM Services' Motion for Temporary Injunction and continue the injunction against Mr. Steel until the time of trial.

CONCLUSION

For the foregoing reasons, this Court should grant CRM Services' Motion for Temporary Injunction and continue the injunction against Mr. Steel during the pendency of this action.

[signature block on next page]

HOPKINS LAW FIRM, LLC

s/ William E. Hopkins, Jr.

William E. Hopkins, Jr., SC Bar No. 66474

12019 Ocean Highway

Post Office Box 1885

Pawleys Island, South Carolina 29585

(843) 314-4202 – Telephone

(843) 314-9365 – Facsimile

bill@hopkinsfirm.com

Attorneys for Plaintiff

Pawleys Island, South Carolina
October 11, 2017

EMPLOYMENT CONTRACT

BE IT KNOWN, that this AGREEMENT is entered into on 11/10/2016 between CRM of the Carolinas, LLC, (hereafter referred to as the "Employer"), located at PO Box 3351, Pawleys Island, South Carolina 29585 and Trevor Steel (hereafter referred to as the "Employee") residing at 285 Weston Drive, Pawleys Island, South Carolina 29585.

IN WITNESS THEREOF, the above parties wish to enter into this Agreement and express the need to define and set forth within this instrument the terms and conditions of employment of the above named employee by CRM of the Carolinas, LLC.

THEREFORE, in consideration of the mutual covenants and agreed upon stipulations set forth below, it is hereby solemnly agreed upon and thus legally binding by the Employer and the Employee as follows:

EMPLOYMENT

CRM of the Carolinas, LLC, a company, operating at PO Box 3351, Pawleys Island, South Carolina 29585, does hereby employ Trevor Steel in the position of Division Manager, and the Employee does hereby agree to serve in such capacity, beginning and ending at such date and time the Employee's employment may be terminated in accordance with below listed Termination of Agreement clause.

PERFORMANCE OF DUTIES

Trevor Steel, the Employee, hereby agrees that throughout his/her period of employment s/he shall devote his/her full attention and time, during working hours, to the performance of his/her duties and business affairs of the Employer, in addition to performing said duties faithfully and efficiently as directed by the CEO or Supervisor of the Employer. It is not the intention of the Employer to assign duties and responsibilities which are not typically within the scope and characteristics associated with this position, or of which may not be required of other employees of similar rank and position. However, the Employer reserves the right to increase and/or revise the Employee's role and responsibilities, whether through reorganization of his/her position or promotion. Any change in the Employee's pay scale, due to the change of responsibilities and/or promotion, will be at the sole discretion of the Employer.

DUTIES AND RESPONSIBILITIES

The detailed list of job duties and responsibilities for the Employee are as follows:

Specific Job Related Duties:



Manage and operate the pressure washing, painting division for CRM of the Carolinas, LLC.

COMPENSATION & BENEFITS

In accordance with the following terms and conditions of this Agreement, and throughout the Employee's period of employment, compensation for his/her services will be as follows: Employee will receive annual salary of \$90,000.00 with annually evaluations and/or rate increases as deemed appropriate and said amount to be determined by the Supervisor of the Employee.

Paychecks will be issued as follows:

Twice monthly paychecks issued on the Twenty-fifth and Ninth day of every month.

Employee will be entitled to other similar benefits of employees of similar rank and position.

CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE

Within or after the Employment Period, the Employee shall at no time divulge, release, or remove for his/her use or that of any other individual or company any documentation, information, or knowledge pertaining to the operation or business of the Employer or any of its subsidiaries or affiliates, obtained or made available to him/her during the course of his/her employment with the Employer, subsidiaries or affiliates. Furthermore, the Employer and Employee agree as follows:

- Confidential Information includes, but is not limited to: Copyrighted Material, Trade Secrets, Processes
- Confidential information excludes that which is public knowledge.
- Employee shall not copy or modify any Confidential Information without prior written consent of the Employer.
- Employee shall, upon termination of employment (whether voluntary or involuntarily), immediately return to the Employer any and all written documents and/or materials of a confidential nature.

Unauthorized Disclosure

Should the Employee, during or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Employee shall be deemed in violation of this Agreement, and the Employer at that time shall be entitled to obtain an injunction to restrain the Employee from disclosing or further disclosing, in whole or in part, Confidential Information. The Employer shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the

Employee during or after termination of employment.

REMEDIES

Should the Employee, at any time, violate any of the covenants or agreements set forth in "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," the Employer reserves the right to immediately terminate employment of Employee, and terminate all its obligations to make any further payments under this Agreement. The Employee acknowledges that the Employer could incur permanent and irreversible damage and injury though a violation of the provisions within "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," and as such agrees that the Employer shall be entitled to any legal remedy or injunction, as may be deemed appropriate by Employer or Court of Law, from any actual or threatened breach of this Agreement.

AMENDMENT OF AGREEMENT

Any Amendment of this Agreement must be mutually agreed upon in writing by both parties (the Employer and Employee). Furthermore, any amendment must also contain a start date for the amendment to the original Employment Contract.

TERMINATION OF AGREEMENT

The Employment Period shall be terminated at the time when any of the following may occur:

- Date of "at-will" termination by either Employee or Employer;
- Upon the Employee's death;
- Cause shall include, but is not limited to Employee's gross misconduct, material damage to the Employer, Employee's willful breach of this Agreement, or the Employee's death occurs; , or;
- Should either the Employer or Employee decide to terminate their working relationship and/or this Employment Contract, the party wishing to end this agreement, either due to the completion of the project for which the Employee was hired or the Employee seeking employment elsewhere, shall provide a minimum advance written notice of 30 Days days by the Employer or a minimum advance written notice of 30 Days days by the Employee.

NOTICES

Any notice required or allowable, made in accordance with this Agreement, must be made in writing and sent by registered mail to the Employee at his/her home address or to the Employer at its principal headquarters, whichever the case may be.

COMPLIANCE WITH EMPLOYER'S RULES

The Employee agrees to comply with all of the Employer's Rules and Regulations (i.e. Rules of Conduct) in accordance with the Employer's policies.

EDUCATION AND/OR TUITION REIMBURSEMENT

The Employer shall reimburse the Employee for percent of the pre-approved Educational Institution/College costs for up to a maximum of credits per year from an accredited institution.

Reimbursement for any course shall be contingent upon approval from the Employer prior to the Employee's enrollment, and the submission of official transcript as proof of successful completion of the course(s).

RETURN OF EMPLOYER PROPERTY

At the end of the Employee's contract or upon termination of employment, whether voluntary or involuntary, said Employee shall immediately return to the Employer any and all company property including, but not limited to, the following:

- Key or Key Card(s) granting access to the building and/or offices or areas located within the building;
- Company Car;
- Computer;
- Company Credit Cards;

The Employer reserves the right, and shall be entitled to pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of Employee's failure to return Employer property after termination of employment.

NON-ASSIGNMENT

Any interests pertaining to the Employee under the Agreement are not subject to any claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

NON-COMPETE

During Employee's period of employment with the Employer, in the state of South Carolina, and for a period of 2 Years following termination of employment however caused, the Employee shall

not seek or gain employment with any business that is competition with the Employer, its subsidiaries or affiliates within a 50 Miles mile radius of Pawleys Island, South Carolina.

The Employee agrees that the above established restrictions are reasonable and fair, and all defenses to the strict enforcement of this stipulated non-compete covenant by the Employer are waived by the Employee.

NON-SOLICITATION

Employee herein agrees that s/he will not, without the prior written consent of the Employer, at any time, within the state of South Carolina, whether during employment or for a period of 2 Years after termination of employment, either by his/her own actions for his/her behalf or on behalf of any other party or company competing or endeavoring to compete with the Employer, either directly or indirectly solicit, attempt to solicit, and/or contact for the purpose of soliciting a client or employee of the Employer for his/her own benefit or for the benefit of any other individual or company competing with the Employer within the state of South Carolina.

OWNERSHIP OF INTELLECTUAL PROPERTY

Throughout the Employee's term of employment with the Employer, whether during the fulfillment of his/her normal duties and responsibilities or others which may be specifically assigned to the Employee, either on his/her own or in connection with another individual, the Employee develops or creates any such intellectual property, including but not limited to any work where a copyright exists or may exist, the Employee shall immediately notify the Employer. In addition, the Employee acknowledges and agrees that any and all such intellectual property, copyright and other intellectual property rights shall be deemed the ownership of the Employer.

The Employee hereby waives unconditionally and irrevocably any and all moral or any such rights of a similar nature with respect to any work where a copyright exists, may exist or later exists, in which the copyright is created by the Employee during employment in each jurisdiction worldwide, and that such rights may be waived for each respective jurisdiction. The waiver hereby extends to any and all respective acts of the Employer, its successors, assigns, licensees and any acts of third party individuals with the authority of the Employer, its successors and/or assigns.

SUCCESSORS

The contents of this Agreement shall be legally binding upon the Employer, and its successors or assigns by any individual or company acquiring, whether by sale or merger or otherwise, all or substantially all of the Employer's assets and business.

ENTIRE AGREEMENT

This Agreement contains the complete and entire agreement of both the Employer and

Employee, and there are no other promises or conditions, oral or written, outside of what is contained herein this Agreement. This Agreement supersedes any prior written or oral agreements between both parties.

SEVERABILITY

Should any provision contained within this Agreement be deemed invalid or unenforceable, in part or in whole, such invalidity or unenforceability will attach only to that particular provision or part of this Agreement while the remaining aspects of said provision and all other provisions of this Agreement shall remain in full force and effect.

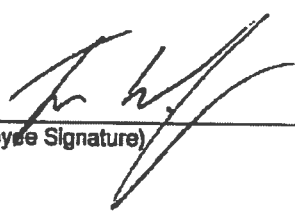
APPLICABLE LAW

The provisions of the Agreement shall be interpreted in accordance with the current laws of the state of South Carolina.

COPY OF AGREEMENT

The Employee acknowledges receipt of a copy of this Agreement signed by both the Employee and the Employer.

IN WITNESS WHEREOF, the Employee has hereunto set his/her hand, and the Employer has caused this instrument to be executed in its name and on its behalf, as of 11/10/2016.



(Employee Signature)

Trevor Steel

(Employee Name)



(Employer/Duly Authorized Representative Signature)

Michael Keith Errico

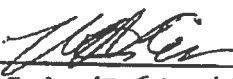
(Employer/Duly Authorized Representative Name)

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

EMPLOYMENT CONTRACT ADDENDUM

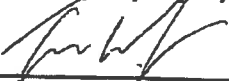
The undersigned parties agree to the following:

1. This employment contract addendum dated November 10, 2016 supplements and is made a part of the Employment Contract between CRM of the Carolinas, LLC hereby known as "Employer" and Trevor Steel, hereby known as "Employee".
2. Employer and Employee agree that in consideration of the execution of the Employment Contract on November 11, 2016, Employer will issue to Employee an initial compensation of Fifty Thousand (\$50,000.00).
3. Employer and Employee agree that the above listed compensation will be duly earned after 3 years from the date of execution of the Employment Contract.
4. Employer and Employee agree that should Employee leave the employment of CRM of the Carolinas, LLC before the expiration of said 3 year period, Employer would be entitled to be reimbursed for the Fifty Thousand (\$50,000.00).
5. Employer and Employee agree that this addendum will become null and void along with the Employment Contract dated November 10, 2016 when an operating agreement is executed in the future between Employer and Employee for the pressure washing/painting division.



Keith Errico (Employer)

November 10, 2016



Trevor Steel (Employee)

November 10, 2016



SWORN to me this 10th day of
November, 2016



Notary Public for SC

My commission expires: 1-17-2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

EMPLOYMENT CONTRACT ADDENDUM

The undersigned parties agree to the following:

1. This employment contract addendum dated March 3, 2017 supplements and is made a part of the Employment Contract, dated November 10, 2016, between CRM of the Carolinas, LLC hereby known as "Employer" and Trevor Steel, hereby known as "Employee".
2. Employer and Employee agree that in an earlier employment contract addendum signed and dated November 10, 2016 the initial payment of Fifty Thousand, (\$50,000.00) paid by Employer to Employee was incorrectly identified as initial compensation.
3. Employer and Employee agree that the payment of Fifty Thousand, (\$50,000.00) was for the good will and client list of Employee's former company, Clean Image, LLC.
4. Employer and Employee agree that should Employee leave his employment with CRM that he will be entitled to keep his former company name and client list, excluding any new clients developed during Employee's work for CRM.



Keith Errico (Employer)

March 3, 2017



Trevor Steel (Employee)

March 3, 2017

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN) IN THE COURT OF COMMON PLEAS
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-22-00856

CRM of the Carolinas, LLC)
Plaintiff)
Vs.)
Trevor Steel,)
Defendant)

SUMMONS

TO: Plaintiff and Its' Attorney:

YOU ARE HEREBY SUMMONED and required to Reply to the Counterclaim in this action, a copy of which is served upon you, and to serve a copy of your Reply to said Counterclaim on the subscriber at his office at 70 D Da'Gullah Way, Pawleys Island, SC (PO Box 370, Murrells Inlet, SC 29576), within thirty (30) days after service thereof exclusive of the day of such service. If you fail to reply within the time aforesaid, the Defendant in this action will apply to the Court for a judgment by default and the relief demanded in the Counterclaim will be rendered against you.

December 1, 2017
Pawleys Island, SC

s/Robert J. Moran, Jr.
Robert J. Moran, Jr. S.C. Bar 4073
Robert J. Moran, P.A.
Post Office Box 370
Murrells Inlet, South Carolina 29576
843-237-4533

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN) IN THE COURT OF COMMON PLEAS
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CASE NO.: 2017-CP-22-00856

CRM of the Carolinas, LLC)
Plaintiff)
Vs.) ANSWER and COUNTERCLAIM
Trevor Steel,) (JURY TRIAL DEMANDED)
Defendant)

Trevor Steel, by and through his undersigned attorney, would allege as follows:

FOR A FIRST DEFENSE
(General Denial)

1. Defendant denies each and every allegation not specifically admitted or denied, except as those which Defendant does not have sufficient information or belief to admit or deny, and as to those, demands strict proof thereof.

FOR A SECOND DEFENSE
(Specific Denial)

2. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

3. Defendant admits the allegations of paragraph 1.

4. Defendant is without sufficient information or belief to admit or deny the allegations of paragraph 2, and demands strict proof thereof.

5. Defendant admits the allegations of paragraphs 3, 4, 5 and 6.

6. As to paragraph 7, Defendant admits he was a very valuable employee and had access to the client base, but denies Plaintiff's need to protect itself by the method used.

7. Defendant admits signing an agreement on November 10, 2016, which speaks for itself.

8. Defendant denies the allegations of paragraph 9. The \$50,000.00 referred to as in Plaintiff's exhibit 2 was superseded by Defendant's exhibit 1, dated March 7, 2017, which corrected the "incorrect" characterization of the \$50,000.00 payment as employee compensation and correctly characterized it as a \$50,000.00 purchase of the goodwill and client list of Defendant's company. Nothing in the March 3, 2017 agreement required Defendant to repay the \$50,000.00 payment to him for his prior business.

Further, as to paragraph 9, Plaintiff has failed to allege that, on or about May 30, 2017 Plaintiff fired Defendant from its' company, and agreed to re-hire Defendant only if he would work for a 50% reduction in pay. Plaintiff is informed and believes Plaintiff's offer of employment as consideration for the non-compete has failed and lapsed and this act fully and totally invalidated the agreement of November 10, 2016, including any non-compete portion thereof.

9. As to paragraphs 10 and 11, Defendant is informed that the agreement, which speaks for itself, is void or voidable and unenforceable.

10. As to paragraph 12, Defendant admits quitting on or about October 2, 2017.

11. As to paragraph 13, Defendant admits contacting the prospective client on October 2, 2017 for the sole and exclusive purpose of informing the client that Defendant was no longer employed by Plaintiff. The remaining allegations of this paragraph are denied.

12. Defendant is without sufficient information or belief to admit or deny the allegations of paragraph 14, except he does admit that there was no existing contract between Plaintiff and the third party in question.

13. As to paragraph 16, Defendant is informed he is legally entitled to earn a living in Pawleys Island, either in the pressure washing/painting business, or such other trade which is carried on by Plaintiff.

14. Defendant denies the allegations of paragraphs 17, 18, 19, 20, 21, 22, 23, and 24.

15. As to paragraphs 26, 27, and 28, Defendant is informed and believes the non-compete agreement is void.

16. Defendant is without information or belief to admit or deny the allegations of paragraph 29 and demands strict proof thereof.

17. Defendant denies the allegations of paragraph 30.

18. As to paragraphs 32-35, Defendant denies any violation of an agreement, denies soliciting clients of Plaintiff, and denies communicating any damaging comments about Plaintiff for any purpose.

19. As to paragraph 36, Defendant admits the jurisdiction of this Court to issue a Declaratory Judgment, but would deny Plaintiff's entitlement to the relief sought in this paragraph.

20. As to paragraphs 38-44 Defendant denies the enforceability of the non-compete agreement, denies any damages which have been or will be suffered by Plaintiff, and denies that that Plaintiff is entitled to the injunctive relief as sought.

21. As to paragraphs 47-50, Defendant denies all the allegations contained therein.

22. Defendant denies the allegations of paragraph 52-55, except that Defendant admits that Plaintiff has at least one or more potential clients in Myrtle Beach, S.C.

FOR A THIRD CAUSE OF ACTION

23. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

24. Defendant incorporates all affirmative defenses available in law or equity to the claims asserted in the Complaint.

FOR A FOURTH CAUSE OF ACTION.

25. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

26. Defendant is informed the Agreement dated November 10, 2016, which forms the basis for Plaintiff's Complaint, was voided by Plaintiff when Defendant's position was terminated on March 3, 2017, and he was reinstated only if he accepted a 50% reduction in pay.

FOR A FIFTH CAUSE OF ACTION

27. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

28. Defendant is informed and believes the non-compete agreement is void due to it being over broad in scope. The agreement (Plaintiff's exhibit 1) seeks to prohibit Defendant from seeking on going "employment with any business that is in competition with employer, its subsidiaries or affiliates within a 50 mile radius of Pawleys Island, South Carolina" for 2 years.

29. Plaintiff is engaged in, according to its' website, a copy of which is attached hereto as Exhibit 2, all construction and maintenance needs (emphasis added) The affect of the agreement, and the nature of Plaintiff's business, effectively prohibits Defendant from any form of gainful employment in any of the occupations listed in Defendant's Exhibit 2..

30. Defendant is informed and believes, when a non-compete agreement is unduly harsh and oppressive in curtailing Defendant's legitimate efforts to earn a livelihood the agreement is totally and defective and cannot be saved or enforced.

FOR A SIXTH DEFENSE

31. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

32. Defendant is informed and believes there was no independent consideration paid for the non-compete agreement, other than the granting of Defendant's employment on November 10, 2016 at a salary of \$90,000.00 per year, and that, upon the firing of Defendant by Plaintiff, on the condition that he accept a 50% reduction in pay, any independent consideration for the non-compete agreement ceased and become void.

33. Defendant is informed and believes a non-compete agreement without independent consideration is totally defective and cannot be saved or enforced.

FOR A SEVENTH CAUSE OF ACTION

34. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

35. The agreement forming the basis of Plaintiff's Complaint contains the following: "...all defenses to the strict enforcement of this...non-compete covenant by the Employee are waived by the employee".

36. In addition, Plaintiff takes the position, as contained in its' agreement, that it had the right to fire Defendant, for no cause, at any time, and still enforce the non-compete provision.

37. Defendant is informed and believes the complete and total waiver of any defenses under the circumstances of this agreement is unconscionable and not enforceable.

FOR AN EIGHTH CAUSE OF ACTION

38. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

39. Defendant's claim for a return of \$50,000.00 from Defendant is based on the November 10, 2016 "Employment Contract Addendum" (Plaintiff's Exhibit 2) which provided for "initial compensation of Fifty Thousand (\$50,000.00)" to be earned in 3 years.

40. Plaintiff has failed and neglected to inform the Court that, on March 3, 2017, Plaintiff correctively identified and characterized the Fifty Thousand (\$50,000.00) payment to be valuable consideration paid “for the good will and client list of (Defendant’s) former company, Clean Image, LLC.”, not unearned future compensation (Defendant’s Exhibit 1).

41. Nothing in the March 3, 2017 contract addendum requires Defendant to return the Fifty Thousand (\$50,000.00) which, as admitted by Plaintiff, is consideration paid for the goodwill and client list.

42. Defendant is informed and believes the initial Employment Contract Addendum’s dated November 10, 2016, has been fully voided, terminated, and replaced by the Supplemental Agreement of March 3, 2017, and Defendant does not owe Plaintiff any return of this consideration.

FOR A NINTH CAUSE OF ACTION
AND BY WAY OF COUNTCLAIM

43. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

44. Plaintiff has sought, and been awarded a Temporary Injunction, without a bond, and without the benefit of any sworn testimony, cross examination, or evidence offered, restraining and enjoining Defendant from “competing against CRM Services or offering to provide the same or similar services within fifty (50) miles of Pawleys Island.

45. To support its’ Injunction Plaintiff, by and through its’ President, Michael Keith Erico, executed and submitted an Affidavit, sworn under oath, wherein Plaintiff either falsely swore, or intentionally omitted the following:

A. In paragraph 9 Plaintiff neglected to mention the November 10, 2016 Supplemental Agreement, which provided for a return of Fifty Thousand (\$50,000.00) in prepaid compensation, yet referred to the March 3, 2017 Supplemental Agreement which superseded the

prior agreement, correctly called the Fifty Thousand (\$50,000.00) as payment for the goodwill and client list of Defendant's business, and specifically made no provision for a return of the Fifty Thousand (\$50,000.00) Dollars.

B. In paragraph 13 Plaintiff falsely stated that Defendant had begun to solicit Brittain Resort Management. This statement is untrue. Plaintiff has no evidence to support this claim.

C. In paragraph 13 Plaintiff falsely stated that Defendant had slandered, defamed, and made inaccurate and untruthful representations to potential customers. This statement is unsupported by any evidence, and unsupportable, because it is untrue.

D. Paragraph 14 is a total fabrication. The representative from Brittain Resort Management had no then present intension to execute a contract with Plaintiff and was not dissuaded from subsequently entering into a contract with Plaintiff by Defendant.

E. Paragraph 17 sets for the same unsupported, unsubstantiated, untrue statements.

F. Paragraphs 18, 19 and 20 have no basis in fact and are unsupported by any evidence.

46. As a direct and proximate result of Plaintiff's filing this lawsuit, supported by sworn affidavit, which Plaintiff cannot prove, Defendant has suffered serious, egregious and significant financial harm for which he is entitled to actual damages in an amount in excess of Ninety Thousand and 00/100 (\$90,000.00) Dollars.

FOR A TENTH CAUSE OF ACTION
AND BY WAY OF COUNTERCLAIM

47. Defendant repeats each and every allegation contained herein as if fully set forth verbatim.

48. Defendant is informed and believes the actions of Plaintiff, totally and completely prevented Defendant from engaging in any trade in which Plaintiff is engaged, in Defendant's only hometown, is a willful, wanton, and intentional act, designed to exert Plaintiff's superior

influence on Defendant, and to cause him serious and considerable damage, all for which Defendant is entitled to exemplary or punitive damages, in an amount to be determined by the trier of fact.

WHEREFORE having fully set forth the grounds for his relief, Defendant prays as follows:

- A. For a dismissal of Plaintiff's previously granted Injunction/Restraining Order.
- B. For an Order declaring the November 10, 2016 non-compete, non-disclosure, non-contact agreement declared null and void.
- C. Actual damages against Plaintiff in an amount which exceeds Ninety Thousand (\$90,000.00) Dollars.
- D. Punitive damages awarded by the trier of fact.
- E. Together with such other and further relief as this Honorable Court may deem equitable and just.

December 1, 2017
Pawleys Island, SC

s/Robert J. Moran, Jr.
Robert J. Moran, Jr. S.C. Bar 4073
Robert J. Moran, P.A.
Post Office Box 370
Murrells Inlet, South Carolina 29576
843-237-4533



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- Fire & Water Restoration
- FF&E/Interior Design
- Masonry & Concrete

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN)

EMPLOYMENT CONTRACT ADDENDUM

The undersigned parties agree to the following:

1. This employment contract addendum dated March 3, 2017 supplements and is made a part of the Employment Contract, dated November 10, 2016, between CRM of the Carolinas, LLC hereby known as "Employer" and Trevor Steel, hereby known as "Employee".
2. Employer and Employee agree that in an earlier employment contract addendum signed and dated November 10, 2016 the initial payment of Fifty Thousand, (\$50,000.00) paid by Employer to Employee was incorrectly identified as initial compensation.
3. Employer and Employee agree that the payment of Fifty Thousand, (\$50,000.00) was for the good will and client list of Employee's former company, Clean Image, LLC.
4. Employer and Employee agree that should Employee leave his employment with CRM that he will be entitled to keep his former company name and client list, excluding any new clients developed during Employee's work for CRM.



Keith Errico (Employer)

March 3, 2017



Trevor Steel (Employee)

March 3, 2017

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF GEORGETOWN	)	CIVIL ACTION NO.: 2017-CP-22-00856
CRM of the Carolinas, LLC,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S REPLY TO
v.	)	COUNTERCLAIM
	)	
Trevor Steel,	)	
	)	
Defendant.	)	
_____	)	

Plaintiff, CRM of the Carolinas, LLC, by and through its undersigned counsel, hereby replies to the Counterclaims of Defendant as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of Defendant's Counterclaim not hereinafter specifically admitted or otherwise qualified is denied.

FOR A SECOND DEFENSE

2. Paragraphs 1 through 43 of Defendant's Answer and Counterclaim comprise the Defendant's Answer and therefore require neither an admission nor a denial. To the extent such a response is required, the allegations contained in those paragraphs are denied.

3. The allegations of paragraphs 44, 45, 46, 47, 48, and 49 of Defendant's Counterclaim are denied and strict proof is demanded thereof.

FOR A THIRD DEFENSE
(Rule 12(b)(6), SCRCP)

4. Defendant's Reply fails to state a claim upon which relief can be granted and therefore should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

WHEREFORE, having fully set forth its Reply to Defendant's Counterclaim, Plaintiff respectfully requests an Order of the Court granting the relief sought in the Complaint, dismissing Defendant's Counterclaims with prejudice, for attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

HOPKINS LAW FIRM, LLC

s/ William E. Hopkins, Jr.

William E. Hopkins, Jr. (SC Bar No. 66474)
12019 Ocean Highway
Post Office Box 1885
Pawleys Island, South Carolina 29585
(843) 314-4202 – Telephone
(843) 314-9365 – Facsimile
bill@hopkinsfirm.com

ATTORNEY FOR PLAINTIFF

Pawleys Island, South Carolina
October 11, 2019

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas

Joe M. Crosby, Master in Equity

RECEIVED

APR 06 2020

SC Court of Appeals

Case No.: 2017-CP-22-00856

CRM of the Carolinas, LLC, ...Appellant

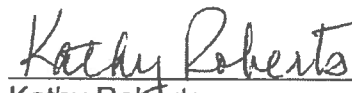
vs.

Trevor W. Steel, ...Respondents.

CERTIFICATE OF SERVICE

I, Kathy Roberts, an employee of Hopkins Law Firm, LLC, hereby certify that on April 3, 2020, I caused a true and correct copy of the **Notice of Appeal** in the above captioned action to be served on all counsel of record via regular U.S. Mail, postage pre-paid, addressed as follows:

Roger P. Giordino, Esquire
Attorney at Law
Post Office Box 4416
Pawleys Island, SC 29585


Kathy Roberts

Pawleys Island, South Carolina

Kathy Roberts

From: efiledonotreply@sccourts.org
Sent: Friday, April 3, 2020 11:51 AM
To: Bill Hopkins
Cc: Kathy Roberts
Subject: Courtesy NEF RE: 2017CP2200856

***** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2017CP2200856

Official File Stamp: 04-03-2020 11:50:55 AM
Court: CIRCUIT COURT
Common Pleas
Georgetown
Case Caption: Crm Of The Carolinas Llc VS Trevor W Steel
Document(s) Submitted: Appeal/Notice of Appeal to Court of Appeals
Filed by or on behalf of: William E. Hopkins, Jr.

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Robert J. Moran, Jr. for Trevor W Steel
William E. Hopkins, Jr. for Crm Of The Carolinas Llc
Roger Philip Giardino, Jr. for Trevor W Steel

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

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Deposition of:  
**Hearing**

*October 14, 2019*

In the Matter of:  
**CRM Of The Carolinas, LLC Vs.  
Trevor W. Steel**

A. William Roberts, Jr & Assoc.  
800-743-3376 | [calendar-awr@veritext.com](mailto:calendar-awr@veritext.com) | [www.veritext.com](http://www.veritext.com)

1 STATE OF SOUTH CAROLINA  
COURT OF COMMON PLEAS  
2 COUNTY OF GEORGETOWN  
3 CRM OF THE CAROLINAS, LLC,  
4 Plaintiff,  
5 vs. CIVIL ACTION NO. 2017-CP-22-00856  
6 TREVOR STEEL,  
7 Defendant.

8  
9 HEARING BEFORE  
10 THE HONORABLE JOSEPH CROSBY  
11

12 DATE: October 14, 2019  
13 TIME: 10:15 a.m.  
14

LOCATION: Georgetown County Judicial Center  
15 401 Cleland Street  
Georgetown, SC

16  
REPORTED BY: PATRICIA L. THOMPSON,  
17 Registered Professional Reporter  
18

A. WILLIAM ROBERTS, JR., & ASSOCIATES  
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(803) 731-5224 (864) 234-7030 (704) 573-3919  
23  
Asheville, NC  
24 (828) 785-5699  
25

1 APPEARANCES OF COUNSEL:

2  
3 ATTORNEYS FOR THE PLAINTIFF  
4 CRM OF THE CAROLINAS, LLC:

5 HOPKINS LAW FIRM, LLC  
6 BY: WILLIAM E. HOPKINS, JR.  
7 12019 Ocean Highway  
8 Pawleys Island, SC 29585  
(843) 314-4202  
Bill@hopkinsfirm.com

9 ATTORNEYS FOR THE DEFENDANT

10 DEFENDANT 1:

11 THE GIARDINO LAW FIRM, LLC  
12 BY: ROGER P. GIARDINO, JR.  
13 10698 Ocean Highway  
14 Pawleys Island, SC 29585  
15 (843) 314-4321

16 (INDEX AT REAR OF TRANSCRIPT)  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 THE COURT: Anything we need to take up  
2 first?

3 MR. GIARDINO: Your Honor, I think  
4 after speaking with counsel defendant would like to  
5 make a motion to dismiss the cause of action  
6 regarding the injunction, the non-compete clause.

7 As per the terms of the contract, if we  
8 were going to read the terms of the contract, it's  
9 clear today there is a two-year -- and it's been  
10 over two years. So at this point --

11 THE COURT: Mr. Hopkins, would you  
12 dispute the --

13 MR. HOPKINS: I agree it's expired. It  
14 expired last month.

15 THE COURT: Yes, sir.

16 MR. GIARDINO: So at that point that's  
17 one down, and then I think we have the rest about  
18 whether or not \$50,000 is a compensation or a  
19 purchase of goodwill and risk.

20 THE COURT: You know, in looking  
21 through the pleadings -- and I know that y'all have  
22 your different perspectives, but maybe you can  
23 educate me a little bit.

24 Part of it says it's goodwill, part of  
25 it says it's a client list, and then your pleadings

1 say it's ineffective means.

2 MR. HOPKINS: You got it, your Honor,  
3 and that's what Roger and I were just discussing.  
4 Probably you could handle this with a five-minute  
5 legal argument. Maybe you can take testimony. But  
6 I don't believe the facts are -- the materials  
7 facts aren't in dispute at all. They're really  
8 not.

9 Mr. Steel agreed to come on to work for  
10 CRM. He had his own business, Clean Image Painting  
11 & Washing, and he had some debt affiliated with  
12 that. And so Mr. Ericco of CRM agreed to pay him  
13 \$50,000 to pay off that debt with the understanding  
14 that: Hey, if you're not here three years I want  
15 the 50 grand back.

16 So they signed the contract, and  
17 initially it was said: Well, this is compensation  
18 and we want it back if you leave.

19 Well, then their tax folks said: Well,  
20 you can't really call it -- it needs to be  
21 classified as buying his client list in goodwill,  
22 because you've paid him to pay off debt with that  
23 business.

24 So strictly for tax purposes they  
25 reclassified it from compensation to that they were

1     paying for his business assets. And so what  
2     happened, your Honor, then in May of the following  
3     year they terminated Mr. Steel, and they say for  
4     poor performance. I think you'll disagree.

5                 Regardless, they terminated him and  
6     said we want the 50 grand back. And so he  
7     approached Mr. Errico and said: Look, I need a  
8     job. Can I stay? Let's work this out.

9                 And Mr. Errico said: Okay. You can  
10    stay, but we're only willing to pay you half that.  
11    Based on this thing is losing money, bleeding cash  
12    money every month, we'll pay you 45 grand. So he  
13    agreed to work for 45 grand.

14                And then in October of that year is  
15    when -- or late September, early October when  
16    things really came to a head when Mr. Errico found  
17    out that -- or got a call from some folks at  
18    Brittain Management that they were not going to  
19    proceed with a contract they had been working on  
20    for a while. Because I think they knew or were  
21    made aware by Mr. Steel that he wouldn't be with  
22    the company or wasn't with the company, and they  
23    just said: Wait a minute.

24                So that's when the parties split for  
25    good. In October 2017 I think Mr. Steel resigned,

1 but they were going to terminate him that day.'

2 So now my folks just say I want the  
3 50,000 back. And I certainly understand -- Roger  
4 is going to make some arguments. I won't steal his  
5 thunder. I'll let him make them. But we say:  
6 Look. What this contract said, your Honor, is:  
7 Look, we reserve the right in our sole discretion  
8 to decide what you're paid, but in no event,  
9 whether you terminate or whether we terminate --  
10 this is employment at will. We get the 50,000 back  
11 if you're not here for three years.

12 And so we don't think the addendum to  
13 change the classification of it from compensation  
14 to goodwill and a client list or equipment -- the  
15 term was still there. Hey, we want to get our  
16 investment back. We'll give you 50,000 to pay off  
17 the debt. We expect three years' commitment to get  
18 our money back.

19 He wasn't there three years. They  
20 wanted 50,000 back.

21 We think the contract is clear, your  
22 Honor. That's our Readers Digest version of the  
23 case. Thank you.

24 MR. GIARDINO: Your Honor,  
25 substantially I agree with Mr. Hopkins; however,

1 the addendums both drafted by the plaintiff and  
2 signed by my client clearly state -- the first one  
3 for additional compensation, that was signed when  
4 they signed the initial contract back in November  
5 2016. He gave him a check for \$50,000. That check  
6 on the memo line says "Goodwill."

7 THE COURT: I'm going to stop you right  
8 there. And I'm looking at the addendum,  
9 Mr. Hopkins, and I'm seeing that -- I'm concerned  
10 that if your employer wants to have it one way in  
11 one setting and another way in another setting, how  
12 do I overcome that? And both of which, of course,  
13 benefit -- if he did it the other way one would be  
14 a detriment to him, but now he wants the benefit  
15 both ways.

16 MR. HOPKINS: And which way is that,  
17 your Honor?

18 THE COURT: Tax benefits. Then it's  
19 also going to be considered a goodwill -- I'm  
20 sorry. A refundable salary or refundable payment.  
21 So which is it?

22 MR. HOPKINS: Well, we think regardless  
23 of how it was classified for tax purposes they  
24 said: We're going to give you 50,000 to get your  
25 business out of debt. If you don't work three

1 years we want the money back.

2 And so we don't see the legal  
3 significance of how it was classified for tax  
4 purposes, whether it's A -- I mean whether when he  
5 went to work there on the first day they said:  
6 We're going to give you a check for 50 grand to get  
7 out of debt.

8 I don't think Mr. Steel really cared  
9 what was written on the memo line, and I don't  
10 think it matters. They just said: You don't work  
11 three years, we get our 50 grand back. You can  
12 call it pay or salary or buying your assets or  
13 goodwill or buying your client list. Whatever it  
14 is, Trevor, we're giving you 50,000. We expect you  
15 to be here three years.

16 So from our perspective we don't see  
17 the legal significance of whether it's called  
18 salary or goodwill and whatever is on the memo  
19 line. I'm sure Mr. Giardino accurately presented  
20 it. But the deal was: Hey, we're going to give  
21 you 50 grand and we want three years of service.

22 MR. GIARDINO: And, your Honor, that's  
23 all well and good except there is a second addendum  
24 that clearly states it was for goodwill. They were  
25 given a client list. They, CRM, has that client

1 list. They never returned it.

2 If I bought a car from you and gave you  
3 money and two years later you asked for the money  
4 back, but I want to keep the car ...

5 THE COURT: Let's go off the record.

6 (Discussion off the record.)

7 THE COURT: Thank you gentlemen. With  
8 that being said, we have already clarified that all  
9 parties agree and stipulated that the restraining  
10 order has expired by the terms of the contract.

11 Just to narrow the terms, my  
12 understanding is that neither party is objecting to  
13 the validity of the underlying contract. What it  
14 really boils down to is a characterization of a  
15 \$50,000 payment. Is that correct?

16 MR. GIARDINO: That's correct, your  
17 Honor.

18 THE COURT: Like I said, I'm just  
19 trying to narrow it down.

20 MR. HOPKINS: That's right. And we say  
21 that there is no significance, that as Mr. Errico  
22 will testify, for accounting purposes they had to  
23 change it, but the deal didn't change.

24 THE COURT: Right.

25 And Mr. Giardino, I understand you have

1 -- there have been references to the contract and  
2 two addendums; is that correct?

3 MR. GIARDINO: Yes, your Honor. I  
4 believe they're already in court, but I have copies  
5 if anyone would need it.

6 THE COURT: Well, as this is  
7 Mr. Hopkins' case --

8 MR. HOPKINS: Okay. Yes.

9 THE COURT: Again, we're just going to  
10 narrow it down.

11 MR. HOPKINS: Yes. And now that we're  
12 kind of in agreement of where we are -- I don't  
13 know that the testimony will help you, but we'll  
14 put it on the record.

15 THE COURT: Please come around.

16 KEITH ERRICO  
17 being first duly sworn, testified as follows:

18 EXAMINATION

19 BY MR. HOPKINS:

20 Q. Mr. Errico, what do you do for a  
21 living?

22 A. I run the CRM of the Carolinas.

23 Q. And what does CRM of the Carolinas do?

24 A. We're unlimited general contractors,  
25 mechanical contractors, electrical contractors. We

1 perform maintenance services, pool services,  
2 landscaping. We maintain large resorts and  
3 buildings throughout the country.

4 Q. How many states do you operate in?

5 A. Right now close to 14.

6 Q. But you're based in Pawleys Island,  
7 South Carolina?

8 A. We are based in Pawleys Island.

9 Q. In late 2016 did you know Mr. Steel?

10 A. Yes.

11 Q. And how did you know Mr. Steel?

12 A. We met through Pawleys Island. I can't  
13 remember exactly the first way we met, but I knew  
14 of him.

15 Q. Did you understand he had a pressure  
16 washing/painting business?

17 A. Yes.

18 Q. Well, how did it come about that you  
19 began talking to him about coming to work for CRM?

20 A. Well, we had a division that did the  
21 same thing, but we never could really get it moving  
22 forward and we were looking to partner up with  
23 somebody that was hungry, young, efficient, you  
24 know, and knows the community.

25 Q. And at the time did you believe

1 Mr. Steel fit those criteria?

2 A. Yes, I did. I still do.

3 Q. Very good. And so did you begin  
4 negotiating an agreement with him to come to work  
5 as an employee of CRM?

6 A. That's correct.

7 Q. Prior to signing or coming to terms  
8 with him did Mr. Steel provide you with financial  
9 information for his business?

10 A. He did.

11 Q. And as a result of that did you  
12 understand that he or his business was in debt?

13 A. Yes. He had some debt that he needed  
14 to pay off before he could fulfill his obligation  
15 to us.

16 Q. And did he ask for your assistance or  
17 CRM's assistance in satisfying the debt related to  
18 his business?

19 A. He did.

20 Q. And how much did he need to pay those  
21 debts?

22 A. I'm not sure of the exact amount, but  
23 what we settled on was 50,000.

24 Q. So CRM agreed to pay Mr. Steel \$50,000?

25 A. That's correct.

1 Q. And did you at that time sign an  
2 employment contract with Mr. Steel?

3 A. We did.

4 MR. HOPKINS: Your Honor, we would move  
5 to offer this as Plaintiff's Exhibit 1.

6 MR. GIARDINO: No objection.

7 (PLAINTIFF'S EXHIBIT 1, copy of  
8 Employment Contract, marked for identification.)  
9 BY MR. HOPKINS:

10 Q. Is that a copy of the employment  
11 agreement you signed with Mr. Steel?

12 A. It is.

13 Q. And I know it has a lot of legal  
14 things, but can you just tell the Court the gist of  
15 it.

16 I'll run through the high points. Did  
17 you agree to pay Mr. Steel \$90,000 a year in  
18 compensation?

19 A. We did.

20 Q. In fact, at some point did you extend  
21 -- let his wife also be employed with CRM?

22 A. We did.

23 Q. And between the two of them did you pay  
24 them about 120,000 a year?

25 A. That's correct.

1           Q.       And did you understand per this  
2           agreement that it would be employment at will, that  
3           either party could end the relationship at any  
4           time?

5           A.       Yes.

6           Q.       Now, did you also reserve the right in  
7           this contract to determine the duties, the  
8           responsibilities, and the pay of Mr. Steel?

9           A.       Yes.

10          Q.       And did he sign this agreement?

11          A.       He did.

12          Q.       Did you in any way coerce him to sign  
13          it?

14          A.       No.

15          Q.       On the same date as you signed that  
16          contract on November the 10th of 2016 did you also  
17          have him sign a contract addendum?

18          A.       Yes.

19                   MR. HOPKINS: We would offer this as  
20          Plaintiff's Exhibit 2.

21                   MR. GIARDINO: No objection.

22                   (PLAINTIFF'S EXHIBIT 2, copy of  
23          Employment Contract Addendum, marked for  
24          identification.)  
25

1 BY MR. HOPKINS:

2 Q. Is that a copy of the contract  
3 addendum?

4 A. It is.

5 Q. And was this specifically to address  
6 the \$50,000 payment?

7 A. Yes.

8 Q. And what were the terms of this deal?  
9 in a nutshell.

10 A. We were going to give him \$50,000, but  
11 he had to stay with us for three years.

12 Q. And does it say that if he left the  
13 employment of CRM before the expiration of three  
14 years he would have to return the money?

15 A. It does.

16 Q. I want to show you what we've marked as  
17 Plaintiff's Exhibit 3.

18 MR. HOPKINS: Your Honor, we would  
19 offer Plaintiff's Exhibit 3.

20 MR. GIARDINO: No objection, your  
21 Honor.

22 THE COURT: Entered without objection.

23 (PLAINTIFF'S EXHIBIT 3, copy of  
24 Employment Contract Addendum, marked for  
25 identification.)

1 Q. (Continued) What is Plaintiff's  
2 Exhibit 3, Mr. Errico?

3 A. This is the addendum for the  
4 accountants.

5 Q. And I notice now Exhibit 2 indicated  
6 that the \$50,000 was initial compensation. This  
7 agreement changes that; correct?

8 A. It does, I guess, as far as for our  
9 accounting department. We're owned partially by an  
10 ESOP.

11 Q. Employment Stock Ownership Program?

12 A. That's correct. Which we are audited  
13 monthly. Where they see these kind of things  
14 sometimes it gets kicked back and we have to change  
15 them. We categorize things differently.

16 Q. And were you instructed to  
17 re-categorize \$50,000 payment?

18 A. I was.

19 Q. Did you re-categorize it from  
20 compensation to purchasing goodwill, the client  
21 list of Clean Image, LLC?

22 A. Yes.

23 Q. And was that what the \$50,000 was paid  
24 for?

25 A. Yes.

1           Q.       Despite the characterization of the  
2           payment did it in any way in your mind change the  
3           deal with Mr. Steel?

4           A.       Not at all.

5           Q.       You still believed that if he didn't  
6           work three years you would get the money back?

7           A.       That is correct.

8           Q.       Let's talk about -- I believe it was  
9           approximately May of 2017 after Mr. Steel had been  
10          there about six months. At that time had Mr. Steel  
11          been subjected to some disciplinary actions or  
12          write-ups?

13          A.       Yes.

14          Q.       Was the decision made to terminate his  
15          employment?

16          A.       Yes.

17          Q.       Was it made because of what you allege  
18          to be poor performance?

19          A.       Yes.

20          Q.       When you terminated Mr. Steel in May of  
21          2017, did you specifically ask for the \$50,000  
22          back?

23          A.       Yes.

24          Q.       You told him you expected to be repaid?  
25          Or the company.

1 A. Yes.

2 Q. And what did Mr. Steel do in response  
3 to that?

4 A. Nothing. That's why we're here, I  
5 guess.

6 Q. Did he come back to see you?

7 A. Yes, he did. At the end of his  
8 termination he did.

9 Q. And what did he say to you when he came  
10 back to you?

11 A. Basically he thought that he would work  
12 out his employment, that he would attempt to do  
13 better and all that kind of stuff.

14 We were bleeding money in his position,  
15 so my suggestion to him was: Let's knock your  
16 salary down to \$45,000 a year -- something that  
17 could be afforded for another six months -- but he  
18 maintain percentages of the compensation of the  
19 profitiability of his unit.

20 Q. So in addition -- although it was not  
21 in the contract, is it correct that in addition to  
22 a base salary Mr. Steel was eligible for  
23 performance incentives?

24 A. Yes.

25 Q. Did that continue after you terminated

1 him and hired him back? Was he still eligible for  
2 incentive bonuses?

3 A. Yes.

4 Q. And so did Mr. Steel continue to work  
5 for the company for the next several months at the  
6 new agreed upon rate of 45,000 plus the incentives?

7 A. He did.

8 Q. Let's move on to late September and  
9 October. Who is Brittain Resort Management?

10 A. One of our clients, large clients.

11 Q. How long have you known or had a  
12 relationship with the Brittain family or the  
13 Brittain folks?

14 A. 25 years.

15 Q. And at the time were you in  
16 negotiations with Brittain as part of Mr. Steel's  
17 division?

18 A. Yes.

19 Q. And how long had you been working on  
20 trying to get that business or that contract?

21 A. That contract was worked on quite a  
22 long time. Seven, eight months.

23 Q. And did you expect the contract to be  
24 signed at the end of September or in early October?

25 A. I did.

1 Q. And was that contract signed in late  
2 September, early October?

3 A. No.

4 Q. Did the Brittains refuse to go forward  
5 with the contract?

6 A. They did at the time.

7 Q. And what did they tell you was the  
8 basis for their refusal to sign the contract?

9 A. That they did not understand the  
10 relationship, I guess, between Mr. Steel and CRM.

11 Q. And did you learn that Mr. Steel had  
12 indicated he may handle this contract on his own?

13 A. Yes. They relayed to us that Mr. Steel  
14 had approached them and told them that CRM was not  
15 capable of doing this contract and that Mr. Steel  
16 was trying to take the business.

17 Q. And so as a direct result of his  
18 meeting with Brittain did they refuse to execute  
19 the contract?

20 A. They did.

21 Q. And were you able ultimately to get a  
22 contract signed with Brittain?

23 A. We did, after many months of  
24 negotiation.

25 Q. Would it be accurate to say -- first of

1 all, you lost the revenue of that contract for  
2 several months?

3 A. It was quite a long time.

4 Q. And did you have to re-agree to new  
5 terms and a new deal after Mr. Steel had squashed  
6 that first deal?

7 A. We did. We were trying to save face  
8 with our clients, so we lowered the compensation  
9 and pretty much did the thing pro bono.

10 Q. Now, would it be accurate to say your  
11 losses on that Brittain deal are in the six  
12 figures?

13 A. Yes.

14 Q. But you're not asking the Court for  
15 that, are you?

16 A. I am not.

17 Q. You just want your 50,000 back?

18 A. Just what we agreed to. That's  
19 correct.

20 Q. And attorney's fees, and that's it?

21 A. Yes, sir.

22 Q. You had alleged a claim for slander.  
23 What was the basis for your slander  
24 claim?

25 A. The basis for that was when our client

1 called us and told us that Mr. Steel had told them  
2 that CRM was not large enough or could not complete  
3 the job that we were under contract to do or trying  
4 to get the contract to do.

5 Q. And, of course, you brought a suit two  
6 years ago against Mr. Steel based on the  
7 non-compete agreement of this contract. Do you  
8 recall that?

9 A. Yes, I do.

10 Q. And Judge Hyman issued a temporary  
11 injunction?

12 A. Correct.

13 Q. Was one of the contentions throughout  
14 his employment that Mr. Steel, not only with  
15 Brittain but with other clients, was competing or  
16 holding himself out separate from CRM alone?

17 A. Yes.

18 Q. And can you tell the Court some  
19 instances in which he did that.

20 A. As far as to the clients or like --

21 Q. Both. To the general public, to  
22 clients.

23 A. His websites never came down. When you  
24 would call -- when you would look up CRM of the  
25 Carolinas, it would go to Wash and Paint.com or

1 something like that. If you clicked on Wash and  
2 Paint it would call his number.

3 There was lots of different things that  
4 we asked for him to stop that he just never  
5 stopped.

6 Q. I show you one exhibit, Mr. Errico. Do  
7 you recognize Plaintiff's Exhibit 4?

8 A. I do.

9 MR. HOPKINS: Your Honor, we would  
10 offer this as Plaintiff's Exhibit 4.

11 MR. GIARDINO: No objection, your  
12 Honor.

13 THE COURT: Admitted without objection.

14 (PLAINTIFF'S EXHIBIT 4, copy of  
15 Instagram message, marked for identification.)

16 BY MR. HOPKINS:

17 Q. Does this appear to be on the CRM  
18 Services Instagram page or Facebook page? And I'm  
19 sorry. I'm not familiar with which one.

20 A. I'm not either. It's not a division  
21 that I run. But yes.

22 Q. But this is the CRM logo at the top  
23 right hand of the page?

24 A. It is.

25 Q. And above the CRM Services there is a

1 website, Wash and Paint.com.

2 Does CRM or do you own Wash and  
3 Paint.Com?

4 A. No.

5 Q. Do you know who owns Wash and  
6 Paint.Com?

7 A. I could not say for sure, but I believe  
8 it's Mr. Steel.

9 Q. Is there any reason why you and your  
10 company would have been soliciting business to go  
11 onto Wash and Paint.Com?

12 A. None whatsoever.

13 Q. Finally, Mr. Errico, have you also  
14 asked the Court to award attorney's fees?

15 A. I am.

16 Q. Did you have to pay or hire counsel to  
17 stop what you believe what Judge Hyman determined  
18 to be wrongful interference with your business?

19 A. Yes.

20 Q. Have you paid legal fees to put an end  
21 to that?

22 A. We have.

23 Q. I show you Plaintiff's Exhibits 5 and  
24 6, Mr. Errico.

25 Are those bills from my law firm to CRM

1 for representation in the matter with Mr. Steel?

2 A. They are.

3 Q. And have you paid those bills?

4 A. Yes.

5 MR. HOPKINS: Your Honor, we would  
6 offer Plaintiff's 5 and 6.

7 THE COURT: You've agreed to the  
8 amount, Mr. Giardino, but any objection to the  
9 validity?

10 MR. GIARDINO: No objection except for  
11 the amount.

12 (PLAINTIFF'S EXHIBIT 5, copy of invoice  
13 from Hopkins Law Firm, LLC, 11/17/17, marked for  
14 identification.)

15 (PLAINTIFF'S EXHIBIT 6, copy of invoice  
16 from Hopkins Law Firm, LLC, 11/17/17, 3/14/19,  
17 marked for identification.)

18 BY MR. HOPKINS:

19 Q. And so, Mr. Errico, at the end of the  
20 day you are asking the Court for \$50,000 plus your  
21 attorney's fees?

22 A. Yes, sir.

23 Q. Are you willing to waive any other  
24 damages you believe your company has sustained as a  
25 result of Mr. Steel's inappropriate action?

1 A. We are.

2 Q. Just one more question.

3 At the time Mr. Steel was terminated in  
4 May you asked for the \$50,000; correct?

5 A. Yes.

6 Q. So when he came back or continued to  
7 work for CRM at the reduced rates, is there any  
8 doubt in your mind that he understood the \$50,000  
9 would be demanded if he didn't work for three  
10 years?

11 A. I absolutely thought that he knew that.

12 Q. And you had expressed that to him  
13 verbally as well as in the contracts?

14 A. That's correct.

15 MR. HOPKINS: No further questions.

16 THE COURT: For record purposes 5 and 6  
17 are also admitted.

18 EXAMINATION

19 BY MR. GIARDINO:

20 Q. Good morning, Mr. Errico. I have some  
21 questions to clear some matters up because I'm a  
22 little confused.

23 Who drafted the employment contract,  
24 Exhibit 1, that your attorney presented to you?

25 A. An employee of ours.

1 Q. So your company?

2 A. Yes.

3 Q. And then Addendum No. 2 signed in  
4 November, that was also drafted by you?

5 A. Yes, it was.

6 Q. And 3; correct? And Addendum 3. I'm  
7 sorry. Addendum 2. One was signed in March of  
8 2017?

9 A. Correct.

10 Q. And it went so far to call it  
11 reclassification of payment; however, in drafting  
12 this document you failed to address that in the  
13 third amendment. You clearly did it in the second  
14 one and not the third. Can you please explain.

15 A. I am not an attorney. I have them  
16 draft these things. I couldn't explain to you why  
17 they did what they did.

18 Q. So you're not the attorney. You're a  
19 CEO who was worried about your \$50,000 and you  
20 don't have it explicitly put in the contract?

21 A. What do you mean by "explicitly?"

22 Q. It's clearly stated for goodwill and  
23 for the client list. If that's your testimony,  
24 that's fine. I just don't understand it.

25 A. Those are two separate documents, in my

1 opinion.

2 Q. But you said you weren't an attorney;  
3 right? So you only sign what is given to you. So  
4 you don't know that the statute of fraud requires  
5 everything to be in writing for it to be  
6 enforceable? If it's not within the four corners,  
7 it doesn't count. You don't know that; right?

8 A. I don't know.

9 Q. So you hired Mr. Steel for \$90,000 back  
10 in November?

11 A. Correct.

12 Q. And then, as you said, it was bleeding  
13 money. You guys had a collision of minds, I guess,  
14 in May and you fired him, and then you hired him  
15 back because you thought so little of him at  
16 45,000?

17 A. I didn't fire him.

18 Q. You're the CEO. Who fired him?

19 A. The person that he was reporting to.  
20 And then Mr. Steel came back to me, jumping the  
21 person that he reported to and saying: I want to  
22 come back. He had a miscommunication with the  
23 person that I worked for and all that kind of  
24 stuff, and I, because I believed in Mr. Steel, gave  
25 him an option with a clear path as to how he was to

1       come back to work for us.

2           Q.       And at that time does the employee that  
3       drafted the first contract, the first addendum and  
4       the second addendum -- was that person still  
5       employed with CRM?

6           A.       He was.

7           Q.       And you didn't ask him: Hey, we had  
8       some sour dealings with Mr. Steel. We're going to  
9       bring him back on. Can you draft up a third  
10      addendum?

11                    You didn't ask him to do that?

12          A.       No, I didn't.

13          Q.       You've mentioned that sometimes from  
14      time to time the way your company is structured you  
15      need to reclassify these payments.

16                    Can you name one other occasion when  
17      exactly you've done that?

18          A.       I cannot.

19          Q.       Have you done it, though?

20          A.       Yes, we have.

21          Q.       But you can't name even one?

22          A.       I can't think of one right now, though.

23          Q.       I believe you said you were running  
24      like 15 different states.

25          A.       That's correct.

1 Q. And you don't remember one time  
2 specifically except for this one?

3 A. I've never had to give somebody that  
4 kind of compensation at all.

5 Q. Or reclassify it as that compensation?  
6 Which is it?

7 A. I've never reclassified that kind of  
8 compensation.

9 MR. GIARDINO: No further questions,  
10 your Honor.

11 EXAMINATION

12 BY MR. HOPKINS:

13 Q. Mr. Steel was a highly compensated  
14 employee?

15 A. Yes. In the history of our company we  
16 have never given that much compensation to anybody  
17 to come onboard.

18 Q. I know you are not an attorney.

19 Are you aware of anything in Exhibit 3  
20 that did away with Exhibit 2 or the terms therein  
21 or said that anything in there no longer applies?

22 A. No, not at all.

23 MR. HOPKINS: We rest, your Honor.

24 MR. GIARDINO: We would like to make a  
25 Motion for Summary Judgment.

1 Plaintiff clearly stated that he had  
2 done this on numerous times, a reclassification for  
3 tax purposes, and then he contradicted his own  
4 testimony during my cross-examination.

5 To date nothing has been established to  
6 show that reclassifying doesn't change the payment.  
7 Reclassifying the payment changes the payment. It  
8 was supposed to be initial compensation. For  
9 whatever reason it was made for goodwill and a  
10 client list, which was provided. They still  
11 maintain it to this date.

12 They can't have both sides, your Honor.

13 THE COURT: I'm going to deny your  
14 motion. Thank you very much.

15 Call your witness.

16 MR. GIARDINO: Mr. Steel, your Honor.

17 THE COURT: Mr. Steel, if you will  
18 please come around.

19 TREVOR STEEL

20 being first duly sworn, testified as follows:

21 EXAMINATION

22 BY MR. GIARDINO:

23 Q. Good morning, Mr. Steel.

24 A. Good morning.

25 Q. How old are you?

1 A. 33.

2 Q. What do you do for a living?

3 A. I'm a real estate agent.

4 Q. How long have you been a real estate  
5 agent?

6 A. A little over one year.

7 Q. Before being a real estate agent what  
8 did you do?

9 A. Ran a pressure washing and painting  
10 company, started in high school.

11 Q. So roughly 14 years?

12 A. Yes.

13 Q. When was the last time you operated a  
14 pressure washing and painting company?

15 A. With CRM.

16 Q. When was the last day you worked as a  
17 pressure washer?

18 A. The date that we separated. I don't  
19 know the date.

20 Q. You heard Mr. Errico's testimony;  
21 correct?

22 A. Yes.

23 Q. I have some questions about what he  
24 brought to you.

25 Before you were being brought on to CRM

1 in 2016 did they have a pressure washing and  
2 painting division?

3 A. No.

4 Q. Did you report to a person that  
5 specifically managed painters and pressure washers?

6 A. Yes, sir.

7 Q. Who were the pressure washers and  
8 painters that you knew?

9 A. They were all my former employees at  
10 Clean Image, my last company.

11 Q. And they came over with you?

12 A. Yes.

13 Q. And they also signed employment  
14 contracts?

15 A. Yes.

16 Q. And then so up until that day they  
17 didn't have a pressure washing or painting  
18 division. They may have done some pressure washing  
19 and painting, but they didn't have a division;  
20 correct?

21 A. That's correct.

22 Q. Plaintiff produced Exhibit 4, which  
23 looked like a web page.

24 MR. GIARDINO: May I approach, your  
25 Honor?

1 THE COURT: Plaintiff's 4?

2 MR. GIARDINO: Yes; Plaintiff's 4.

3 Q. (Continued) Why don't you tell me a  
4 little bit about that, Mr. Steel.

5 A. Well, Clean Image was the name of my  
6 former company. Usually the backbone of our  
7 marketing and sales and production and bringing in  
8 services and contracts was from social media  
9 efforts, and that was one of my strong points.

10 It's also one of the things that I  
11 thought they were interested in when we came over.  
12 So I continued to operate. Clearly I changed the  
13 branding. You know, I thought it was all part of  
14 the purchase.

15 You know, it was originally supposed to  
16 be a purchase of my company, not an employment  
17 contract, and that's just where we ended up. So I  
18 continued that without any friction until all of a  
19 sudden they started throwing these objections to  
20 me, and I was fired pretty soon after that.

21 Q. When were you first fired?

22 A. I believe it was October -- I don't  
23 know the date.

24 Q. Are you sure it wasn't May 23 of 2017?

25 A. It could have been. I really don't

1 know the date.

2 Q. How long were you out of employment for  
3 that period?

4 A. It was less than a week.

5 Q. And at that point did you get re-hired  
6 by CRM?

7 A. Yes.

8 Q. Did you sign any contract at that time?

9 A. No.

10 Q. Sign any other addendum?

11 A. No, sir.

12 Q. Back in November of 2016 you received a  
13 check for \$50,000. Do you remember what that was  
14 for?

15 A. Goodwill.

16 Q. Why do you think it was for goodwill?

17 A. Because that's what it was, and it's on  
18 the check.

19 MR. GIARDINO: Your Honor, we're going  
20 to move Defendant Exhibit 1. It's the check stub  
21 from November 2016.

22 THE COURT: Mr. Hopkins?

23 MR. HOPKINS: No objection, your Honor.

24 THE COURT: Entered without objection  
25 as Defendant's 1.

1 (DEFENDANT'S EXHIBIT 1, copy of Check  
2 No. 7115, marked for identification.)

3 BY MR. GIARDINO:

4 Q. And it's a check you received on  
5 November 10, 2016, Check No. 7115 for \$50,000.

6 Can you please tell me who it's made  
7 out to and who it's from.

8 A. It's made out to Trevor Steel. It's  
9 for goodwill.

10 Q. Thank you. Who was your prior counsel  
11 to me?

12 A. Bob Moran.

13 Q. Why is he no longer your counsel?

14 A. He passed away.

15 Q. He was a great man.

16 So you hired Bob for this and then he  
17 couldn't continue and I inherited you?

18 A. I would like to say I hired Bob, but  
19 honestly he did most of his work for free.

20 Q. But Bob did keep bills, didn't he?

21 A. Yes, he did.

22 Q. I believe in your counterclaim by Mr.  
23 Moran that plaintiff recently answered to you you  
24 addressed the attorney fees, compensation of  
25 attorney fees since you had to hire an attorney to

1 defend you, the first being Bob Moran and then  
2 being myself?

3 A. Yes, sir.

4 MR. GIARDINO: Exhibit 2.

5 THE COURT: Any objection?

6 MR. HOPKINS: No objection, your Honor.

7 (DEFENDANT'S EXHIBIT 2, Affidavit of  
8 Roger P. Giardino as Concerns Attorney's Fees,  
9 marked for identification.)  
10 BY MR. GIARDINO:

11 Q. So from October 2017 when you left  
12 until today you don't do any pressure washing or  
13 painting; right?

14 A. Yes.

15 Q. Have you taken out any websites, sky  
16 writers, billboards?

17 A. No, sir.

18 MR. GIARDINO: No further questions,  
19 your Honor.

20 MR. HOPKINS: Very briefly, your Honor.

21 EXAMINATION

22 BY MR. HOPKINS:

23 Q. Mr. Steel, did I understand that you  
24 said while CRM had a few folks that did some  
25 painting and power washing, they didn't have a

1 division; is that correct?

2 A. My understanding was they didn't have  
3 anybody in-house that did it. As a matter of fact,  
4 they subcontracted my company on multiple  
5 occasions.

6 Q. So you understood that that's what CRM  
7 was hiring you to do, giving you an opportunity --  
8 they were going to create an entire division and  
9 pay you to put you as the head of that division?

10 A. Correct. Pay me to build that  
11 division.

12 Q. Yes, sir. And so did they also employ  
13 your wife?

14 A. Yes.

15 Q. At \$15 an hour?

16 A. Yes.

17 Q. So at that time I believe that's about  
18 31 or 32 thousand a year. You and your wife  
19 collectively would have been making about \$120,000  
20 a year?

21 A. No, sir. She worked between 15 and 18  
22 hours a week.

23 Q. Is there any dispute that when you  
24 signed this agreement you knew that they wanted  
25 50,000 back if you didn't work there three years?

1           A.       No, sir. My understanding was that if  
2 I left ...

3           Q.       If you left?

4           A.       Yes, sir.

5           Q.       And you did leave on October 2nd, 2017,  
6 didn't you?

7           A.       I don't know the date. I left, but it  
8 was after I was fired.

9           Q.       I think in your Answer filed by  
10 Mr. Moran it indicates that you quit in October of  
11 2017.

12          A.       If that date is correct.

13          Q.       Set aside the date.

14          A.       Yes. I did resign.

15          Q.       And you knew the document you signed  
16 said if I quit I have to pay the 50,000 back?

17          A.       No, sir. I don't think it said if I  
18 quit.

19          Q.       What do you think it said, Mr. Steel?

20          A.       I'm not sure.

21                   MR. HOPKINS: Can I approach, your  
22 Honor?

23                   THE COURT: Yes.

24 BY MR. HOPKINS:

25          Q.       I will just show you Exhibit 2, and it

1       says: The employer and the employee agree that  
2       should employee leave the employment of CRM before  
3       the expiration of three years employer would be  
4       entitled to be reimbursed \$50,000.

5           A.       Correct. That is my understanding.

6           Q.       You signed that?

7           A.       Yes.

8           Q.       So you knew that if you left you owed  
9       50,000.

10                   One final thing. I know you're not an  
11       attorney, but one thing that was said was: Well,  
12       Exhibit 3, the second addendum, changed Exhibit 2  
13       because it changed it from compensation to  
14       goodwill.

15                   Have you heard that argument?

16           A.       Yes.

17           Q.       But in fact, as you pointed out, the  
18       exhibit you put into evidence from November 10th,  
19       2016 says that check was for goodwill, doesn't it?

20           A.       Yes.

21           Q.       So in fact that document was merely  
22       confirming what had already happened, which is that  
23       you were paid for goodwill and not paid  
24       compensation from the very beginning.

25           A.       I am not an attorney, as you stated.

1 MR. HOPKINS: No further questions,  
2 your Honor.

3 THE COURT: Thank you. You can step  
4 down.

5 MR. GIARDINO: No redirect, your Honor.

6 THE COURT: Anything else, Mr.  
7 Giardino?

8 MR. GIARDINO: No, your Honor.

9 MR. HOPKINS: Mr. Hopkins? I have one  
10 question of one witness. We will call Mr. Greg  
11 Evans to the stand.

12 GREG EVANS  
13 being first duly sworn, testified as follows:

14 EXAMINATION

15 BY MR. HOPKINS:

16 Q. Mr. Evans, did you ever receive a  
17 client list from Mr. Steel?

18 A. No, sir.

19 MR. HOPKINS: No further questions,  
20 your Honor.

21 THE COURT: Thank you, Mr. Evans.  
22 Anything else?

23 MR. HOPKINS: No, sir, your Honor. I  
24 think your Honor understands it.

25 THE COURT: What I get to do is I get

1 to go look, and this will give y'all maybe a couple  
2 more days.

3 I'm going to assume that since you  
4 haven't resolved this in the past two years that  
5 you aren't going to resolve it by the end of the  
6 week, but I'm going to issue a ruling at the end of  
7 the week. I will urge you to see if there is some  
8 resolution.

9 For the record, the attorney fees on  
10 both sides are extremely reasonable. Is there  
11 anything in this contract that I am missing  
12 regarding attorney's fees as far as -- because I  
13 see legal remedies. Anything more specific than  
14 that?

15 MR. HOPKINS: No, sir. The contract  
16 does not have a provision for fees. We were  
17 seeking it under Section 15-53-40 of the  
18 declaratory judgment statute, your Honor.

19 THE COURT: Those fees are extremely  
20 reasonable. So I would hope that you all would  
21 take advantage of these few days.

22 Again, do you require an order? Even  
23 though I think it has expired by the term --

24 MR. GIARDINO: We need something, I  
25 believe, for the restraining order, your Honor, is

1 my understanding.

2 THE COURT: Why don't you do a separate  
3 order on that, that all parties have agreed that  
4 the time period for the restraining order or the  
5 non-compete has expired.

6 MR. GIARDINO: Thank you, your Honor.

7 THE COURT: Thank you all very much.  
8 Hopefully I will hear from you. If not, you will  
9 hear from me by the end of the week.

10 (Hearing concluded at 11:04 a.m.)

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CERTIFICATE OF REPORTER

I, Patricia L. Thompson, Registered  
Professional Reporter and Notary Public for the  
State of South Carolina at Large, do hereby certify  
that the foregoing transcript is a true, accurate  
and complete record.

I further certify that I am neither related  
to nor counsel for any party to the cause pending  
or interested in the events thereof.

Witness my hand, I have hereunto affixed by  
official seal this 17th day of April 2020 at  
Charleston, Charleston County, South Carolina.



Patricia L. Thompson  
Registered Professional Reporter  
My Commission Expires  
October 15, 2025

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| 1  | EXHIBIT P1, copy of            | 13 | 7  |
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[clients - discussion]

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[dismiss - giardino]

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South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign  
require rejection of the deposition in whole or in  
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES  
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.  
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,  
2019. PLEASE REFER TO THE APPLICABLE STATE RULES  
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

## EMPLOYMENT CONTRACT

---

**BE IT KNOWN**, that this AGREEMENT is entered into on 11/10/2016 between CRM of the Carolinas, LLC, (hereafter referred to as the "Employer"), located at PO Box 3351, Pawleys Island, South Carolina 29585 and Trevor Steel (hereafter referred to as the "Employee") residing at 285 Weston Drive, Pawleys Island, South Carolina 29585.

**IN WITNESS THEREOF**, the above parties wish to enter into this Agreement and express the need to define and set forth within this instrument the terms and conditions of employment of the above named employee by CRM of the Carolinas, LLC.

**THEREFORE**, in consideration of the mutual covenants and agreed upon stipulations set forth below, it is hereby solemnly agreed upon and thus legally binding by the Employer and the Employee as follows:

### **EMPLOYMENT**

CRM of the Carolinas, LLC, a company, operating at PO Box 3351, Pawleys Island, South Carolina 29585, does hereby employ Trevor Steel in the position of Division Manager, and the Employee does hereby agree to serve in such capacity, beginning and ending at such date and time the Employee's employment may be terminated in accordance with below listed Termination of Agreement clause.

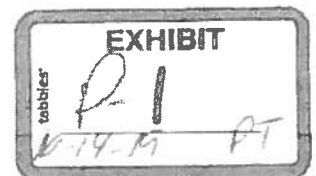
### **PERFORMANCE OF DUTIES**

Trevor Steel, the Employee, hereby agrees that throughout his/her period of employment s/he shall devote his/her full attention and time, during working hours, to the performance of his/her duties and business affairs of the Employer, in addition to performing said duties faithfully and efficiently as directed by the CEO or Supervisor of the Employer. It is not the intention of the Employer to assign duties and responsibilities which are not typically within the scope and characteristics associated with this position, or of which may not be required of other employees of similar rank and position. However, the Employer reserves the right to increase and/or revise the Employee's role and responsibilities, whether through reorganization of his/her position or promotion. Any change in the Employee's pay scale, due to the change of responsibilities and/or promotion, will be at the sole discretion of the Employer.

### **DUTIES AND RESPONSIBILITIES**

The detailed list of job duties and responsibilities for the Employee are as follows:

#### **Specific Job Related Duties:**



Manage and operate the pressure washing, painting division for CRM of the Carolinas, LLC.

### ***COMPENSATION & BENEFITS***

In accordance with the following terms and conditions of this Agreement, and throughout the Employee's period of employment, compensation for his/her services will be as follows: Employee will receive annual salary of \$90,000.00 with annually evaluations and/or rate increases as deemed appropriate and said amount to be determined by the Supervisor of the Employee.

Paychecks will be issued as follows:

Twice monthly paychecks issued on the Twenty-fifth and Ninth day of every month.

Employee will be entitled to other similar benefits of employees of similar rank and position.

### ***CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE***

Within or after the Employment Period, the Employee shall at no time divulge, release, or remove for his/her use or that of any other individual or company any documentation, information, or knowledge pertaining to the operation or business of the Employer or any of its subsidiaries or affiliates, obtained or made available to him/her during the course of his/her employment with the Employer, subsidiaries or affiliates. Furthermore, the Employer and Employee agree as follows:

- Confidential Information includes, but is not limited to: Copyrighted Material, Trade Secrets, Processes
- Confidential information excludes that which is public knowledge.
- Employee shall not copy or modify any Confidential Information without prior written consent of the Employer.
- Employee shall, upon termination of employment (whether voluntary or involuntarily), immediately return to the Employer any and all written documents and/or materials of a confidential nature.

#### **Unauthorized Disclosure**

Should the Employee, during or after termination of employment, disclose or threaten to disclose any information of a confidential nature, the Employee shall be deemed in violation of this Agreement, and the Employer at that time shall be entitled to obtain an injunction to restrain the Employee from disclosing or further disclosing, in whole or in part, Confidential Information. The Employer shall also be entitled to pursue other legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of any unauthorized disclosure made by the

Employee during or after termination of employment.

### **REMEDIES**

Should the Employee, at any time, violate any of the covenants or agreements set forth in "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," the Employer reserves the right to immediately terminate employment of Employee, and terminate all its obligations to make any further payments under this Agreement. The Employee acknowledges that the Employer could incur permanent and irreversible damage and injury through a violation of the provisions within "CONFIDENTIALITY - UNAUTHORIZED DISCLOSURE," and as such agrees that the Employer shall be entitled to any legal remedy or injunction, as may be deemed appropriate by Employer or Court of Law, from any actual or threatened breach of this Agreement.

### **AMENDMENT OF AGREEMENT**

Any Amendment of this Agreement must be mutually agreed upon in writing by both parties (the Employer and Employee). Furthermore, any amendment must also contain a start date for the amendment to the original Employment Contract.

### **TERMINATION OF AGREEMENT**

The Employment Period shall be terminated at the time when any of the following may occur:

- Date of "at-will" termination by either Employee or Employer;
- Upon the Employee's death;
- Cause shall include, but is not limited to Employee's gross misconduct, material damage to the Employer, Employee's willful breach of this Agreement, or the Employee's death occurs; , or;
- Should either the Employer or Employee decide to terminate their working relationship and/or this Employment Contract, the party wishing to end this agreement, either due to the completion of the project for which the Employee was hired or the Employee seeking employment elsewhere, shall provide a minimum advance written notice of 30 Days days by the Employer or a minimum advance written notice of 30 Days days by the Employee.

### **NOTICES**

Any notice required or allowable, made in accordance with this Agreement, must be made in writing and sent by registered mail to the Employee at his/her home address or to the Employer at its principal headquarters, whichever the case may be.

### ***COMPLIANCE WITH EMPLOYER'S RULES***

The Employee agrees to comply with all of the Employer's Rules and Regulations (i.e. Rules of Conduct) in accordance with the Employer's policies.

### ***EDUCATION AND/OR TUITION REIMBURSEMENT***

The Employer shall reimburse the Employee for percent of the pre-approved Educational Institution/College costs for up to a maximum of credits per year from an accredited institution.

Reimbursement for any course shall be contingent upon approval from the Employer prior to the Employee's enrollment, and the submission of official transcript as proof of successful completion of the course(s).

### ***RETURN OF EMPLOYER PROPERTY***

At the end of the Employee's contract or upon termination of employment, whether voluntary or involuntary, said Employee shall immediately return to the Employer any and all company property including, but not limited to, the following:

- Key or Key Card(s) granting access to the building and/or offices or areas located within the building;
- Company Car;
- Computer;
- Company Credit Cards;

The Employer reserves the right, and shall be entitled to pursue any legal remedies, as may be deemed appropriate, for any loss and/or damages incurred as a result of Employee's failure to return Employer property after termination of employment.

### ***NON-ASSIGNMENT***

Any interests pertaining to the Employee under the Agreement are not subject to any claims of his/her creditors and may not be voluntarily or involuntarily assigned, alienated or encumbered.

### ***NON-COMPETE***

During Employee's period of employment with the Employer, in the state of South Carolina, and for a period of 2 Years following termination of employment however caused, the Employee shall

not seek or gain employment with any business that is competition with the Employer, its subsidiaries or affiliates within a 50 Miles mile radius of Pawleys Island, South Carolina.

The Employee agrees that the above established restrictions are reasonable and fair, and all defenses to the strict enforcement of this stipulated non-compete covenant by the Employer are waived by the Employee.

### ***NON-SOLICITATION***

Employee herein agrees that s/he will not, without the prior written consent of the Employer, at any time, within the state of South Carolina, whether during employment or for a period of 2 Years after termination of employment, either by his/her own actions for his/her behalf or on behalf of any other party or company competing or endeavoring to compete with the Employer, either directly or indirectly solicit, attempt to solicit, and/or contact for the purpose of soliciting a client or employee of the Employer for his/her own benefit or for the benefit of any other individual or company competing with the Employer within the state of South Carolina.

### ***OWNERSHIP OF INTELLECTUAL PROPERTY***

Throughout the Employee's term of employment with the Employer, whether during the fulfillment of his/her normal duties and responsibilities or others which may be specifically assigned to the Employee, either on his/her own or in connection with another individual, the Employee develops or creates any such intellectual property, including but not limited to any work where a copyright exists or may exist, the Employee shall immediately notify the Employer. In addition, the Employee acknowledges and agrees that any and all such intellectual property, copyright and other intellectual property rights shall be deemed the ownership of the Employer.

The Employee hereby waives unconditionally and irrevocably any and all moral or any such rights of a similar nature with respect to any work where a copyright exists, may exist or later exists, in which the copyright is created by the Employee during employment in each jurisdiction worldwide, and that such rights may be waived for each respective jurisdiction. The waiver hereby extends to any and all respective acts of the Employer, its successors, assigns, licensees and any acts of third party individuals with the authority of the Employer, its successors and/or assigns.

### ***SUCCESSORS***

The contents of this Agreement shall be legally binding upon the Employer, and its successors or assigns by any individual or company acquiring, whether by sale or merger or otherwise, all or substantially all of the Employer's assets and business.

### ***ENTIRE AGREEMENT***

This Agreement contains the complete and entire agreement of both the Employer and

Employee, and there are no other promises or conditions, oral or written, outside of what is contained herein this Agreement. This Agreement supersedes any prior written or oral agreements between both parties.

### **SEVERABILITY**

Should any provision contained within this Agreement be deemed invalid or unenforceable, in part or in whole, such invalidity or unenforceability will attach only to that particular provision or part of this Agreement while the remaining aspects of said provision and all other provisions of this Agreement shall remain in full force and effect.

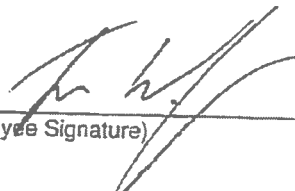
### **APPLICABLE LAW**

The provisions of the Agreement shall be interpreted in accordance with the current laws of the state of South Carolina.

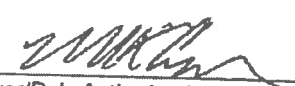
### **COPY OF AGREEMENT**

The Employee acknowledges receipt of a copy of this Agreement signed by both the Employee and the Employer.

**IN WITNESS WHEREOF**, the Employee has hereunto set his/her hand, and the Employer has caused this instrument to be executed in its name and on its behalf, as of 11/10/2016.

  
\_\_\_\_\_  
(Employee Signature)

Trevor Steel  
\_\_\_\_\_  
(Employee Name)

  
\_\_\_\_\_  
(Employer/Duly Authorized Representative Signature)

Michael Keith Errico  
\_\_\_\_\_  
(Employer/Duly Authorized Representative Name)

STATE OF SOUTH CAROLINA    )  
                                          )  
COUNTY OF GEORGETOWN    )

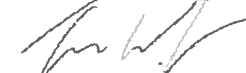
EMPLOYMENT CONTRACT ADDENDUM

The undersigned parties agree to the following:

1. This employment contract addendum dated November 10, 2016 supplements and is made a part of the Employment Contract between CRM of the Carolinas, LLC hereby known as "Employer" and Trevor Steel, hereby known as "Employee".
2. Employer and Employee agree that in consideration of the execution of the Employment Contract on November 11, 2016, Employer will issue to Employee an initial compensation of Fifty Thousand (\$50,000.00).
3. Employer and Employee agree that the above listed compensation will be duly earned after 3 years from the date of execution of the Employment Contract.
4. Employer and Employee agree that should Employee leave the employment of CRM of the Carolinas, LLC before the expiration of said 3 year period, Employer would be entitled to be reimbursed for the Fifty Thousand (\$50,000.00).
5. Employer and Employee agree that this addendum will become null and void along with the Employment Contract dated November 10, 2016 when an operating agreement is executed in the future between Employer and Employee for the pressure washing/painting division.

  
\_\_\_\_\_  
Keith Errico (Employer)

November 10, 2016

  
\_\_\_\_\_  
Trevor Steel (Employee)

November 10, 2016



SWORN to me this 10<sup>th</sup> day of  
November, 2016

  
\_\_\_\_\_  
Notary Public for SC

My commission expires: 1-17-2018

STATE OF SOUTH CAROLINA    )  
                                          )  
COUNTY OF GEORGETOWN    )

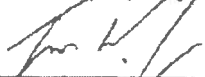
EMPLOYMENT CONTRACT ADDENDUM

The undersigned parties agree to the following:

1. This employment contract addendum dated March 3, 2017 supplements and is made a part of the Employment Contract, dated November 10, 2016, between CRM of the Carolinas, LLC hereby known as "Employer" and Trevor Steel, hereby known as "Employee".
2. Employer and Employee agree that in an earlier employment contract addendum signed and dated November 10, 2016 the initial payment of Fifty Thousand, (\$50,000.00) paid by Employer to Employee was incorrectly identified as initial compensation.
3. Employer and Employee agree that the payment of Fifty Thousand, (\$50,000.00) was for the good will and client list of Employee's former company, Clean Image, LLC.
4. Employer and Employee agree that should Employee leave his employment with CRM that he will be entitled to keep his former company name and client list, excluding any new clients developed during Employee's work for CRM.

  
\_\_\_\_\_  
Keith Errico (Employer)

March 3, 2017

  
\_\_\_\_\_  
Trevor Steel (Employee)

March 3, 2017



Instagram

Log in



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Pawleys Island, South Carolina

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repair and repaint a fence for a local #hc  
#pawleysisland 843-502-5203  
[www.washandpaint.com](http://www.washandpaint.com)  
[www.crmservices.us](http://www.crmservices.us)



Log in

RECORD ON APPEAL 148

EXHIBIT

P-4  
2/14/19 PT

## Hopkins Law Firm, LLC

12019 Ocean Highway  
Post Office Box 1885  
Pawleys Island, SC 29585  
Telephone: 843-314-4202  
Fax: 843-314-9365  
Federal Tax ID: 46-2413878

November 17, 2017

Invoice No. 1143

Gregg Evans  
P.O. Box 3351  
Pawleys Island, SC 29585

---

Client Number: 474 Gregg Evans  
Matter Number: 2091 CRM of the Carolinas, LLC v. Trevor Steel  
**For Services Rendered from 9/1/2017 Through 11/17/2017.**

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| Fees        |                   |                                                                                                                                                                                                      |              |               |
|-------------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| <u>Date</u> | <u>Timekeeper</u> | <u>Description</u>                                                                                                                                                                                   | <u>Hours</u> | <u>Amount</u> |
| 10/7/2017   | WEH               | Begin drafting Complaint, Motion for Temporary Restraining Order and Memo in Support of Motion for Temporary Restraining Order                                                                       | 3.00         | \$1,050.00    |
| 10/8/2017   | WEH               | Draft Summons, Civil Cover Sheet, Motion Cover Sheet, Affidavit of Michael Keith Errico                                                                                                              | 1.50         | \$525.00      |
| 10/9/2017   | WEH               | Legal Research regarding temporary restraining orders, Finish drafting Verified Complaint, Motion for TRO and Memo in Support of TRO                                                                 | 2.00         | \$700.00      |
| 10/10/2017  | WEH               | Telephone Conversation with Gregg Evans; Email proposed pleadings to Gregg Evans for his review;                                                                                                     | 0.20         | \$70.00       |
| 10/10/2017  | KR                | Receipt and Review of revisions from Gregg Evans, Edit and Revise documents; Forward documents to Keith Errico for review and approval                                                               | 0.30         | \$30.00       |
| 10/11/2017  | KR                | Receipt and Review of additional proposed revisions from Gregg Evans; Further revisions to pleadings; File same with Court, Email from Clerk of Court confirming acceptance of filing with the Court | 0.80         | \$80.00       |
| 10/11/2017  | WEH               | Email to Judge John's Law Clerk requesting hearing on Motion for Temporary Restraining Order                                                                                                         | 0.10         | \$35.00       |

Continued On Next Page

RECORD ON APPEAL 149



|            |     |                                                                                                                                                              |      |          |
|------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|
| 10/11/2017 | WEH | Receipt and Review of response from Law Clerk that Judge John will be leaving Circuit and will have to coordinate hearing through Chief Administrative Judge | 0.10 | \$35.00  |
| 10/11/2017 | WEH | Email to Chief Administrative Judge's Law Clerk requesting hearing                                                                                           | 0.10 | \$35.00  |
| 10/11/2017 | WEH | Email communications with law clerks for Judge Hyman, Judge Culbertson, Judge John and Judge Griffith regarding TRO hearing                                  | 0.10 | \$35.00  |
| 10/24/2017 | WEH | Prepare for TRO Hearing;                                                                                                                                     | 0.60 | \$210.00 |
| 10/24/2017 | WEH | Travel to Georgetown County Courthouse; Represent client at TRO Hearing; Return travel to office                                                             | 1.00 | \$350.00 |
| 10/24/2017 | WEH | Draft Temporary Restraining Order; Forward same to Judge Griffith's Law Clerk                                                                                | 0.70 | \$245.00 |
| 10/24/2017 | WEH | Receipt and Review of email from Clerk of Court with Form 4 Order noting Motion for TRO Granted and formal written order to follow                           | 0.10 | \$35.00  |
| 10/25/2017 | KR  | Arrange for service of pleadings and Notice of Hearing on Temporary Restraining Order on Trevor Steel;                                                       | 0.30 | \$30.00  |
| 10/25/2017 | WEH | Telephone Conference with Bob Moran                                                                                                                          | 0.30 | \$105.00 |
| 10/26/2017 | WEH | Receipt and Review of email from Clerk of Court with file stamped copy of Temporary Restraining Order                                                        | 0.10 | \$35.00  |
| 10/26/2017 | WEH | Letter to Bob Moran transmitting pleadings and advising of hearing on Motion for Temporary Injunction                                                        | 0.10 | \$35.00  |
| 11/1/2017  | WEH | Meeting with Gregg Evans and Keith Errico to discuss hearing on temporary injunction;                                                                        | 0.50 | \$175.00 |
| 11/1/2017  | WEH | Telephone Conference with Bob Moran; Email to clients regarding proceeding with hearing                                                                      | 0.30 | \$105.00 |
| 11/1/2017  | WEH | Telephone Conference with Bob Moran to discuss whether any compromise or resolution can be reached without a hearing                                         | 0.20 | \$70.00  |
| 11/3/2017  | WEH | Prepare for injunction hearing; Travel to Georgetown County Courthouse; Attend hearing on temporary injunction; Return travel to office                      | 1.50 | \$525.00 |
| 11/3/2017  | WEH | Receipt and Review of email from Georgetown County Clerk of Court with Form 4 Order indicating injunction granted and formal order to follow                 | 0.10 | \$35.00  |

Continued On Next Page

Client Number: 474  
Matter Number: 2091

11/17/2017  
Page: 3

|            |     |                                                                                                                             |                               |                              |
|------------|-----|-----------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------------------|
| 11/3/2017  | WEH | Prepare for hearing on Temporary Injunction;<br>Travel to Georgetown County Courthouse;<br>Attend Hearing; Return to office | 1.50                          | \$525.00                     |
| 11/5/2017  | WEH | Draft Order Granting Temporary Injunction                                                                                   | 0.50                          | \$175.00                     |
| 11/6/2017  | WEH | Email to Bob Moran with proposed Order for<br>his review and comments                                                       | 0.10                          | \$35.00                      |
| 11/16/2017 | WEH | Email to Judge Hyman and opposing counsel<br>transmitting Order                                                             | 0.10                          | \$35.00                      |
| 11/16/2017 | KR  | Electronically file proposed Order Granting<br>Temporary Restraining Order                                                  | 0.20                          | \$20.00                      |
|            |     |                                                                                                                             | <b>Billable Hours / Fees:</b> | <b>16.40      \$5,340.00</b> |

---

### Timekeeper Summary

Timekeeper WEH worked 14.80 hours at \$350.00 per hour, totaling \$5,180.00.

Timekeeper KR worked 1.60 hours at \$100.00 per hour, totaling \$160.00.

---

### Cost Detail

| <u>Date</u> | <u>Description</u>                                                                                                                                                                                | <u>Amount</u>      | <u>Check No.</u> |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------------|
| 10/26/2017  | Postage                                                                                                                                                                                           | \$0.88             |                  |
| 10/26/2017  | Photocopies                                                                                                                                                                                       | \$2.75             |                  |
| 10/31/2017  | VENDOR: Anthony Proietta & Associates Invest.;<br>INVOICE#: 1744249; DATE: 10/31/2017 - Service of Process<br>Service on Trevor Steel, 10/19/2017<br>Payee: Anthony Proietta & Associates Invest. | \$124.92           | 3466             |
| 11/3/2017   | Photocopies                                                                                                                                                                                       | \$10.50            |                  |
|             |                                                                                                                                                                                                   | <b>Total Costs</b> | <b>\$139.05</b>  |

---

Continued On Next Page

Client Number: 474  
Matter Number: 2091

11/17/2017  
Page: 4

### Current Invoice Summary

|                       |                          |
|-----------------------|--------------------------|
| Prior Balance:        | \$0.00                   |
| Payments Received:    | \$0.00                   |
| Unpaid Prior Balance: | <u>\$0.00</u>            |
| Current Fees:         | \$5,340.00               |
| Advanced Costs:       | <u>\$139.05</u>          |
| TOTAL AMOUNT DUE:     | <u><u>\$5,479.05</u></u> |

Thank You for Letting Us Serve You.  
Payment Due Upon Receipt.

**Hopkins Law Firm, LLC**

12019 Ocean Highway  
Post Office Box 1885  
Pawleys Island, SC 29585  
Telephone: 843-314-4202  
Fax: 843-314-9365  
Federal Tax ID: 46-2413878

March 14, 2019

Invoice No. 1502

Gregg Evans  
P.O. Box 3351  
Pawleys Island, SC 29585

---

Client Number: 474 Gregg Evans  
Matter Number: 2091 CRM of the Carolinas, LLC v Trevor Steel  
For Services Rendered from 9/1/2017 Through 3/14/2019.

---

**Fees**

| <u>Date</u>            | <u>Timekeeper</u> | <u>Description</u>                                                                                               | <u>Hours</u> | <u>Amount</u> |
|------------------------|-------------------|------------------------------------------------------------------------------------------------------------------|--------------|---------------|
| 12/1/2017              | WEH               | Receipt and Review of email from Clerk of Court with Notice of Appearance filed by Bob Moran                     | 0.10         | \$35.00       |
| 12/1/2017              | WEH               | Receipt and Review of email from court with Answer and Counterclaim filed by Bob Moran on behalf of Trevor Steel | 0.20         | \$70.00       |
| 12/1/2017              | KR                | Email to client forwarding Answer and Counterclaim                                                               | 0.10         | \$10.00       |
| 2/5/2019               | WEH               | Represent client at mediation with Bobby Buffington                                                              | 1.00         | \$350.00      |
| Billable Hours / Fees: |                   |                                                                                                                  | 1.40         | \$465.00      |

---

**Timekeeper Summary**

Timekeeper WEH worked 1.30 hours at \$350.00 per hour, totaling \$455.00.

Timekeeper KR worked 0.10 hours at \$100.00 per hour, totaling \$10.00.

---

**Cost Detail**

| <u>Date</u> | <u>Description</u>                       | <u>Amount</u> | <u>Check No.</u> |
|-------------|------------------------------------------|---------------|------------------|
| 10/11/2017  | VENDOR-Georgetown County Clerk of Court; | \$205.94      | 3905A            |

Continued On Next Page

RECORD ON APPEAL 153



Client Number: 474  
Matter Number: 2091

3/14/2019  
Page: 2

INVOICE#: DATE: 10/11/2017 - Filing Fee  
Payee: Georgetown County Clerk of Court

|                    |             |                 |
|--------------------|-------------|-----------------|
| 11/17/2017         | Postage     | \$0.88          |
| 11/17/2017         | Postage     | \$1.61          |
| 11/17/2017         | Photocopies | \$5.50          |
| 8/20/2018          | Postage     | \$0.47          |
| 8/20/2018          | Postage     | \$0.47          |
| 8/20/2018          | Photocopies | \$0.50          |
| <b>Total Costs</b> |             | <b>\$215.37</b> |

---

**Payment Detail**

| <u>Date</u>                     | <u>Description</u>                  | <u>Amount</u>       |
|---------------------------------|-------------------------------------|---------------------|
| 12/4/2017                       | Check Number 8341 against Inv# 1143 | (\$5,340.00)        |
| 12/4/2017                       | Check Number 8341 against Inv# 1143 | (\$124.92)          |
| 12/4/2017                       | Check Number 8341 against Inv# 1143 | (\$14.13)           |
| <b>Total Payments Received:</b> |                                     | <b>(\$5,479.05)</b> |

---

**Current Invoice Summary**

|                          |                 |                         |
|--------------------------|-----------------|-------------------------|
| Prior Balance:           | \$5,479.05      |                         |
| Payments Received:       | (\$5,479.05)    | Last Payment: 12/4/2017 |
| Unpaid Prior Balance:    | \$0.00          |                         |
| Current Fees:            | \$465.00        |                         |
| Advanced Costs:          | \$215.37        |                         |
| <b>TOTAL AMOUNT DUE:</b> | <b>\$680.37</b> |                         |

Thank You for Letting Us Serve You.  
Payment Due Upon Receipt.

CRM

Trevor Steel  
Goodwill

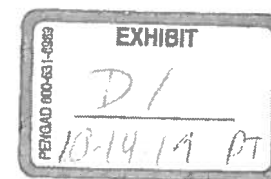
11/10/2016

7115  
50,000.00

1  
A

BNC Operating Accou

50,000.00



RECORD ON APPEAL 155

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN

CASE NO.: 2017CP2200856

CRM of the Carolinas, LLC

Plaintiff,

AFFIDAVIT OF ROGER P. GIARDINO

v.

AS CONCERNS ATTORNEY'S FEES

Trevor Steel,

Defendants.

**PERSONALLY** appeared before me, ROGER P. GIARDINO, who first being duly sworn deposes and states as follows:

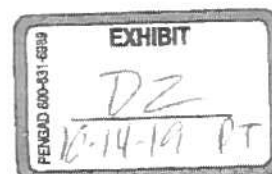
1. I am Roger P. Giardino, the attorney retained by Defendant to assist them in the above-captioned matter.

ATTEMPTS AT SETTLEMENT

2. I contacted the Plaintiff on several occasions to advise that it was my opinion that this matter was frivolous and the Defendant will seek costs for defending this matter. Defendant urged the Plaintiff to voluntarily dismiss this case

CUSTOMARY LEGAL FEES FOR SIMILAR SERVICES

3. Based upon information, obtained after practicing law in the State of South Carolina for a period in excess of twelve years, I am under the impression the



customary rate for legal services in Circuit Court in Horry and Georgetown Counties varies from \$200.00 per hour to an amount in excess of \$500.00 per hour; and that matters before the Circuit Court typically are handled by either flat rate or on an hourly basis. Furthermore, some attorneys charge an additional rate for time devoted to a case if they are not in their office, i.e. a premium for time spent in Court. This office does not charge such a premium. Based on the above, I believe that our normal rate of \$300.00 per hour is within the range of fees which may be considered "customary" in Horry and Georgetown Counties for services similar to those rendered in this particular case.

#### BENEFICIAL RESULTS OBTAINED

4. Based upon the nature and circumstances surrounding this action, my clients' lone civil recourse is to vigorously defend this action..

#### PROFESSIONAL STANDING OF COUNSEL

5. I have been a member of the South Carolina Bar since 2005. I am also a member of the New York Bar and the District of Columbia Bar, and admitted to practice before the United States District Court for the Districts of South Carolina, Eastern New York and Southern New York. To date, the vast majority of my practice of law involved civil litigation and real estate transactions.

TIME DEVOTED TO THIS CASE

6. The time log maintained for this file, including the time for today's hearing, indicates I already devoted eight (8) hours to this case; such being at \$300.00 per hour for a total of \$2,400.00

7. In addition please see attached outstanding invoice of the Defendant's previous attorney whom is now deceased.

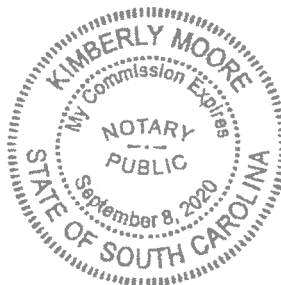
8. This total does not factor into account the time for legal services necessary after the Court renders any judgment or order.

Further the Affiant sayeth not.

  
\_\_\_\_\_  
ROGER P. GIARDINO

SWORN TO BEFORE ME THIS 14 TH  
DAY OF OCTOBER, 2019 A.D.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: 9.8.2020



## Robert J Moran PA

PO Box 370  
Murrells Inlet, SC 29576  
United States  
Phone: 843-237-4533  
Fax: 843-237-3163  
Email: mullettlaw@sc.rr.com

## INVOICE

Invoice # 249  
Date: 12/19/2017  
Due Upon Receipt

Trevor Steel

**00227-Steel**

### Non Compete Lawsuit

| Type    | Date       | Notes                            | Quantity | Rate         | Total             |
|---------|------------|----------------------------------|----------|--------------|-------------------|
| Service | 10/25/2017 | cw Trevor Steel, pc Bill Hopkins | 1.00     | \$300.00     | \$300.00          |
| Service | 11/03/2017 | travel and attend hearing        | 3.00     | \$300.00     | \$900.00          |
| Service | 11/27/2017 | draft answer and counterclaim    | 2.00     | \$300.00     | \$600.00          |
| Service | 12/01/2017 | letter to Hopkins Law Firm       | 0.30     | \$300.00     | \$90.00           |
| Service | 12/05/2017 | letter to Hopkins law firm       | 0.30     | \$300.00     | \$90.00           |
| Service | 12/07/2017 | pc Bill Hopkins re default       | 0.20     | \$300.00     | \$60.00           |
|         |            |                                  |          | <b>Total</b> | <b>\$2,040.00</b> |

### Detailed Statement of Account

#### Current Invoice

| Invoice Number           | Due On     | Amount Due | Payments Received | Balance Due |
|--------------------------|------------|------------|-------------------|-------------|
| 249                      | 12/19/2017 | \$2,040.00 | \$0.00            | \$2,040.00  |
| Outstanding Balance      |            |            |                   | \$2,040.00  |
| Total Amount Outstanding |            |            |                   | \$2,040.00  |

Invoice # 249 - 12/19/2017

Please make all amounts payable to: Robert J Moran PA

Payment is due upon receipt.

**From:** Kathy Roberts  
**To:** Kimberly Pring  
**Subject:** RE: CRM of the Carolinas, LLC v. Trevor W. Steel - Case No.: 2017-CP-22-00856  
**Date:** Monday, April 6, 2020 11:56:59 AM  
**Attachments:** [200403 Notice of Appeal.pdf](#)  
[image001.png](#)  
[image002.png](#)  
[image004.png](#)

---

Here you go. I mailed you a copy so you should receive today.

Take care - Kathy

Kathryn Y. (Kathy) Roberts  
Litigation Paralegal  
**HOPKINS LAW FIRM, LLC**  
12019 Ocean Highway  
Post Office Box 1885  
Pawleys Island, SC 29585  
Telephone: (843) 314-4202  
Facsimile: (843) 314-9365  
[kathy@hopkinsfirm.com](mailto:kathy@hopkinsfirm.com)

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**From:** Kimberly Pring <mullettlaw@sc.rr.com>  
**Sent:** Monday, April 6, 2020 11:54 AM  
**To:** Kathy Roberts <kathy@hopkinsfirm.com>  
**Subject:** RE: CRM of the Carolinas, LLC v. Trevor W. Steel - Case No.: 2017-CP-22-00856

Good Morning Kathy

Could you please send me a copy of your Notice of Appeal.

Kimberly Pring  
Moran Giardino LLC  
PO Box 4413  
Pawleys Island, SC 29585  
843-237-4533/843-314-4321

**From:** Kathy Roberts [<mailto:kathy@hopkinsfirm.com>]  
**Sent:** Friday, April 3, 2020 1:43 PM  
**To:** [pthompson@scheduledepo.com](mailto:pthompson@scheduledepo.com)  
**Cc:** [Giardinolaw@gmail.com](mailto:Giardinolaw@gmail.com); Kimberly Pring; [transcripts@sccourts.org](mailto:transcripts@sccourts.org); Bill Hopkins  
**Subject:** CRM of the Carolinas, LLC v. Trevor W. Steel - Case No.: 2017-CP-22-00856

Patty – Please see attached transcript request in the above referenced matter.

Thanks - Kathy

Kathryn Y. (Kathy) Roberts  
Litigation Paralegal  
**HOPKINS LAW FIRM, LLC**  
12019 Ocean Highway  
Post Office Box 1885  
Pawleys Island, SC 29585  
Telephone: (843) 314-4202  
Facsimile: (843) 314-9365  
[kathy@hopkinsfirm.com](mailto:kathy@hopkinsfirm.com)

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HOPKINS LAW FIRM, LLC  
POST OFFICE BOX 1885  
PAWLEYS ISLAND, SOUTH CAROLINA 29585

SC 29585  
16 APR 20  
PAWLEY ISL



Roger P. Giardino, Esquire  
Attorney at Law  
Post Office Box 4413  
Pawleys Island, SC 29585

29585-04413



THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

APPEAL FROM GEORGETOWN COUNTY  
COURT OF COMMON PLEAS

JOE M. CROSBY, MASTER-IN-EQUITY

---

APPELLATE CASE NO.: 2020-000597

---

CRM OF THE CAROLINAS, LLC,

v.

TREVOR W. STEEL,

Appellant,

Respondent.

---

**CERTIFICATION OF COUNSEL REGARDING  
RECORD ON APPEAL**

---

I certify that the Record on Appeal contains no matter which is irrelevant to this appeal.

s/ William E. Hopkins, Jr.

William E. Hopkins, Jr. (SC Bar No. 66474)

bill@hopkinsfirm.com

J. Clay Hopkins (SC Bar No. 102053)

clay@hopkinsfirm.com

HOPKINS LAW FIRM, L.L.C.

Post Office Box 1885

Pawleys Island, South Carolina 29585

(843) 314-4202 – Telephone

(843) 314-9365 – Facsimile

*Attorneys for Appellant*

July 27, 2020

**RECEIVED**

**Jul 27 2020**

**SC Court of Appeals**