

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Jennifer B. McCoy, Circuit Court Judge

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Appellate Case No. 2024-001248

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Marka Danielle Rodgers .....Appellant,

v.

CNT Foundations.....Respondent.

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**APPELLANT’S SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO MOTION  
TO DISMISS**

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This appeal stems from the Circuit Court’s orders granting Respondent’s motion to compel arbitration on November 3<sup>rd</sup>, 2023 and denying Appellant’s motion to reconsider on June 26, 2024.

Respondent filed a motion to dismiss the appeal on July 31, 2024, and Appellant responded on August 12, 2024. At the time of Appellant’s response, the transcripts of the Circuit Court’s proceeds were not produced. Now, having received a transcript of the two hearings, Appellant submits them herein as Exhibits C and D.

Respectfully submitted,

/s/ Daniel Summa

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*Attorney for Appellant*

August 22, 2024  
Charleston, SC

# Exhibit C

Transcript of September 8,  
2023 hearing

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
IN THE COURT OF COMMON PLEAS  
C.A. NO. 2022-CP-10-05916

MARKA DANIELLE RODGERS,

PLAINTIFF,

vs.

CNT FOUNDATIONS,

DEFENDANT.

H E A R I N G  
BEFORE THE HONORABLE JENNIFER MCCOY

DATE: SEPTEMBER 8, 2023  
TIME: N/A  
LOCATION: SOUTH CAROLINA CIRCUIT COURT 9  
TRANSCRIBED BY: AMANDA WATSON

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ATTORNEY FOR THE DEFENDANT

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(NONE MARKED)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS  
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

## 1 P R O C E E D I N G S

2 THE COURT: All right. The next matter I have on the  
3 docket is *Marka Danielle Rodgers versus CNT Foundations*.

4 MR. SUMMA: Good morning, Your Honor.

5 THE COURT: Good morning. You gentlemen can state your  
6 first and last names and who you represent and we can get  
7 started.

8 MR. KRAWCZYK: Your Honor, I'm Charlie Krawczyk. I  
9 represent CNT Foundations.

10 MR. SUMMA: I'm Daniel Summa representing the Plaintiff,  
11 Marka Rodgers.

12 THE COURT: All right. Is -- for some reason there is a  
13 strange echo. Are either one of y'all logged on twice or on  
14 two devices, by any chance?

15 MS. RODGERS: Ma'am, that might be me. This is Marka  
16 Rodgers and I am on my cell phone. I will mute myself.

17 THE COURT: Okay. Okay. All right. Well, attorneys,  
18 I'm happy to hear from you.

19 MR. KRAWCZYK: Yes, Your Honor, this is my motion for  
20 CNT. This is a case arising out of residential construction  
21 here in South Carolina. My client is a foundation repair  
22 company who was contracted with the Plaintiff in this case to  
23 do a very specific repair to the foundation. As is many  
24 times in a -- in a situation that my client is involved in,  
25 the Plaintiff has a house with a lot of problems, but not the

1 full amount of money necessary to fix all those problems.

2 They hired my client to do a specific scope of work,  
3 which they performed. In the end, evidentially the Plaintiff  
4 was not -- either didn't want to pay or was not satisfied  
5 with the client -- with my client's work and initially filed  
6 an action in the magistrate's court where she sought a --  
7 basically, a rescission of the contract and return of her  
8 money, which amounted to \$6,000, and then -- and then --  
9 which was filed pro se. We filed an answer in that action  
10 asserting an arbitration provision and filing an answer.

11 Quite frankly, we were -- we were okay being in the  
12 magistrate's court if that's what it -- you know, was easier,  
13 quicker, faster, but then when Counsel was hired, and they  
14 saw that the jurisdictional limit was less than they wanted,  
15 they dismissed that case and filed this action in circuit  
16 court. So and then we filed our answer -- well, not answer.  
17 We filed a motion to dismiss, to enforce arbitration pursuant  
18 to the arbitration provisions in the contract.

19 The -- you already heard it today, so I'm not going to  
20 go into all the law and how we believe arbitration is -- is,  
21 particularly in South Carolina, favored. It is particularly  
22 favored in construction litigation, in which time and time  
23 again the courts have held -- are not only subject to South  
24 Carolina, you know, arbitration provision, but the FAA  
25 arbitration. Because the materials and everything else do

1 follow the, you know, interstate commerce, and so there's a  
2 long held history of enforcing arbitration provisions in --  
3 in residential construction cases.

4 And I think Plaintiff's counsel has cited a number of  
5 out-of-state case -- you know, findings because I think  
6 really there isn't anything in South Carolina to -- to -- to  
7 disagree with that. Now, it's important to understand that  
8 there is no argument from Plaintiff that the provision itself  
9 as it's drafted meets the requirements. Under the South  
10 Carolina statute, it's properly drafted. The client had the  
11 opportunity to change the documents.

12 What -- what I'm hearing from the Plaintiff is the usual  
13 thing when somebody doesn't want to go and -- and deal with a  
14 contract they signed with -- and that's that we've got a --  
15 we've got a provision that is one-sided, it's an adhesion  
16 contract. It's -- and all the usual -- all the usual things  
17 that they tried to do to get out of the contract.

18 In particular, this Plaintiff is -- is claiming that the  
19 cost and fee shifting provision in -- which is not in the  
20 arbitration provision, but which is in the contract -- is  
21 somehow -- makes the arbitration provision un-enforceable,  
22 which I think is incorrect. I have filed the brief and quite  
23 frankly, Your Honor, we were in front of Judge Price on this  
24 exact facts situation -- almost identical facts situation --  
25 identical contract, identical arguments, both from the

1 unconscionability, from the fee-shifting provision;  
2 everything else was raised. We've gone through this.

3 And I -- like I said, I know it's not necessarily  
4 binding on the Court, but it is persuasive to the Court to  
5 know that the -- Judge Price, less than a -- just about a  
6 month ago, ruled that this arbitration provision is fully  
7 enforceable under South Carolina law. So we're just here,  
8 Your Honor, to -- to push the fact that this case needs to go  
9 to arbitration. That's what the -- what the parties agreed  
10 to do.

11 All the arguments that the Plaintiff raises in his brief  
12 regarding the enforceability of specific contracts and  
13 provisions, he can raise to the arbitrator, the same that he  
14 could raise to the Court. The arbitration -- the arbitrator  
15 has the same powers as the Court would have to decide all the  
16 legal issues, all the factual issues. All we're talking  
17 about today is what the proper venue is, and what we're  
18 saying, Your Honor, is the proper venue in this particular  
19 case is arbitration and not circuit court.

20 THE COURT: All right. I'm happy to hear from you  
21 Mr. Summa.

22 MR. SUMMA: Thank you, Your Honor. It basically comes  
23 down to -- he's correct that we could, in theory, raise those  
24 same arguments, but that would be after we paid their  
25 attorneys' fees and all of the costs of arbitration. This

1 arbitration agreement requires the Plaintiff, the customer,  
2 to pay all costs, including opposing side's attorneys' fees  
3 even if their defense is found to be meritless, and we think  
4 that's unconscionable.

5 I know that he said a lot about, you know, generally  
6 this is the same, but we know that these arbitration  
7 agreements are interpreted (indiscernible) contract laws,  
8 provision of a contract. And whether a contract is  
9 unconscionable depends on all the facts and circumstances of  
10 a particular case. It's not bright line, all contracts are  
11 to be treated the same, and I think in this case, it's a  
12 little bit unique in the fact that she was -- she's  
13 wheelchair bound. So her, in her house and her foundation,  
14 it means she can't sit still while trying to cut vegetables.

15 It's an urgent -- it's especially important to her, and  
16 that goes into the absence of meaningful choice, which is  
17 also called the procedural unconscionability prong of the  
18 analysis. All the other factors weigh in favor of  
19 Ms. Rodgers on that aspect. She's a customer to a foundation  
20 repair company. She doesn't have the expertise they do. She  
21 can't even go under her house.

22 We know in South Carolina that a -- someone who's buying  
23 a vehicle from a car dealership is similarly in that  
24 situation, where they have unequal bargaining power and  
25 perhaps an absence of meaningful voice. And so -- and even

1 then, regardless of whether she -- she, you know, had a  
2 meaningful choice or not, I mean, we know that if a contract  
3 provision is so one-sided, the showing for absence of  
4 meaningful choice is less than. It's kind of like a sliding  
5 scale, so to speak, and we think it's so oppressive here.

6 I mean, in theory, if we go to mediation, and we win,  
7 and they find that the defense was completely meritless, I  
8 mean, she might still lose money because she's going to have  
9 to pay their attorneys' fees. And I don't think the defense  
10 has been able to cite any example of that specific provision  
11 being held up.

12 I know that there was a prior Plaintiff in front of  
13 Judge Price, but we think our arguments are a little bit  
14 different. We think they're more fleshed out. And then  
15 importantly, Your Honor, we're asking that the Court -- even  
16 if they find the arbitration agreement is generally  
17 acceptable, we'd ask that they reform it to exclude the  
18 one-sided attorney fee and cost provisions.

19 So it doesn't make sense, and it's a serious deprivation  
20 of her statutorily ordinary rights. You have to pay the  
21 other side's attorneys' fees even if she were to win, and we  
22 think that no fair, reasonable person would enter into such  
23 an agreement. And so that's why we'd argue it's  
24 unconscionable to ask the Court to deny arbitration or at  
25 least reform it so that she shouldn't have to shoulder all

1 the costs, even if she wins. Obviously, if her argument is  
2 found to be meritless or frivolous or whatever, they still  
3 have all the regular available rights to get attorneys' fees  
4 from their side. Just -- it shouldn't be automatic that she  
5 pays all of their costs.

6 THE COURT: All right. Mr. Krawczyk?

7 MR. KRAWCZYK: Well, I -- again, I don't think that  
8 whatever the Plaintiff's particular situation is as far as  
9 being in a wheelchair -- I don't think that had anything to  
10 do with her ability to -- to negotiate. She -- actually in  
11 her original pleadings in the magistrate's court, she  
12 indicated that she got more than one estimate. She got  
13 estimates from multiple people. She's had multiple people  
14 out there.

15 She's had the opportunity to negotiate this contract,  
16 and her being in the wheelchair doesn't have anything to do  
17 with whether or not she had the cognitive ability to -- to  
18 understand what she was signing. And all -- again, what  
19 we're here today to discuss is the -- is the forum in which  
20 this -- all these arguments will take place. And it's clear  
21 that the law says when we're just looking at the forum, that  
22 the Courts will enforce an arbitration provision.

23 And Plaintiff can raise all these issues with -- with  
24 the arbitrator in the same way that they can raise it with  
25 the Court. What we're asking for is just to have the -- the

1 forum for these arguments to take place with the arbitration,  
2 which is what we all agreed to.

3 THE COURT: Yeah, I mean, I don't know, Mr. Summa, that  
4 -- that, you know, even if I decide that, you know, this  
5 isn't a fit -- a valid arbitration agreement, that your  
6 rights to try and lay it on the line to have attorneys' fees  
7 sort of reconsidered, I don't think that's off the table, by  
8 any means. So -- but I'll take a look at the agreement and  
9 the briefs and issue a ruling hopefully very soon. Hopefully  
10 by the end of next week, okay?

11 MR. KRAWCZYK: Thank you, Your Honor.

12 MR. SUMMA: Thank you, Your Honor. And I did provide  
13 some authority to reform part of an agreement in my briefing,  
14 so thanks so much.

15 MR. KRAWCZYK: I really didn't address that, Your Honor.  
16 And I don't think you can blue line your contracts in South  
17 Carolina, but I'll leave that up to you.

18 THE COURT: All right. Thank y'all.

19  
20  
21  
22  
23 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)  
24  
25

## CERTIFICATE OF TRANSCRIBER

I, AMANDA WATSON, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Charleston County, South Carolina, on the 8th day of September, 2023.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

---

AMANDA WATSON, TRANSCRIBER

# Exhibit D

Transcript of June 20, 2023  
hearing

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  
IN THE COURT OF COMMON PLEAS  
C.A. NO. 2022-CP-10-05916

MARKA DANIELLE RODGERS,

PLAINTIFF,

vs.

CNT FOUNDATIONS,

DEFENDANT.

H E A R I N G  
BEFORE THE HONORABLE JENNIFER MCCOY

DATE: JUNE 20, 2024  
TIME: N/A  
LOCATION: SOUTH CAROLINA CIRCUIT COURT 9  
TRANSCRIBED BY: AMANDA WATSON

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REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

1 P R O C E E D I N G S

2 THE COURT: Okay. *Marka Danielle Rodgers versus CNT*  
3 *Foundations.*

4 MS. RODGERS: I'm here.

5 THE COURT: Great. Who's that?

6 MS. RODGERS: Marka.

7 THE COURT: What's your full name, please, ma'am.

8 MS. RODGERS: Marka Danielle Rogers.

9 THE COURT: Okay. Are you represented by counsel?

10 Ms. RODGERS: I am.

11 THE COURT: Excellent.

12 MR. SUMMA: I'm here, Your Honor.

13 THE COURT: He'll probably take over at this point, but  
14 thank you, Ms. Rogers. You can hit mute again.

15 Ms. RODGERS: Yes, ma'am. Thank you.

16 THE COURT: All right. Hey, Mr. Summa, how are you  
17 doing?

18 MR. SUMMA: I'm fine. How are you?

19 THE COURT: I'm fine. Welcome. Okay, Mr. Krawczyk?

20 MR. KRAWCZYK: Good morning.

21 THE COURT: Who do you represent today?

22 MR. KRAWCZYK: Good afternoon.

23 THE COURT: Good afternoon. Okay. Mr. Summa filed a  
24 motion to amend a judgment -- that right?

25 MR. SUMMA: That's correct, Your Honor.

1 THE COURT: Happy to hear from you.

2 MR. SUMMA: Thank you, Judge. We're asking the Court to  
3 amend its prior order and find that the arbitration clause in  
4 this case is unconscionable. We're asking that because the  
5 clause itself contains a one-sided fee provision that could  
6 potentially allow a party who breaches the contract to  
7 recover attorneys' fees and arbitration fees from the non-  
8 breaching party.

9 Little bit of background, just as a reminder,  
10 Ms. Rodgers, she had a faulty foundation. She was in  
11 somewhat of a dire situation. She paid the Defendant's  
12 company over \$11,000 to fix that foundation. We've alleged  
13 they did not uphold their end of the bargain. They didn't  
14 meet the terms of the contract, and, in fact, they made it  
15 worse, and she had to pay \$19,000 to another company to come  
16 and fix it. So obviously -- we've said that the arbitration  
17 clause itself says that CNT's attorneys' fees are covered by  
18 the other party no matter what, including the arbitration  
19 fees.

20 We think that offends common sense, and we think that it  
21 is unconscionable because it's one-sided and oppressive.  
22 Such that no reasonable person would agree to it -- provided  
23 the Court with cases all around the country, really,  
24 that's -- that agree, that have been faced with this decision  
25 and say, well, obviously, it's unconscionable. Why would

1 someone who, you know, breaches a contract get to take  
2 attorney' fees from the non-breaching party.

3 And, obviously, the defense hasn't provided any  
4 appellate court that's agreed with their position and found  
5 this to be conscionable. And in addition, Judge, I didn't  
6 mention this before, but, I mean, I really think it would  
7 change the landscape here. I think that it would make South  
8 Carolina uniquely un-consumer friendly, and I think it might  
9 even encourage litigation, because the defense gets to  
10 litigate for free.

11 I mean, why would they uphold their contract if the  
12 worst thing they -- that happens to them in court is they  
13 have to give a refund and they don't have to pay for their  
14 own attorneys; they don't have to pay the arbitrator?

15 THE COURT: Yeah, makes sense.

16 MR. SUMMA: Correct. So based on that, we just ask the  
17 Court to amend their prior judgments. And thank you for  
18 hearing us, and I'm happy to answer any questions the Court  
19 has.

20 THE COURT: Okay. Mr. Krawczyk, do you want to respond?

21 MR. KRAWCZYK: Yeah, Your Honor, we're here on a rule 59  
22 motion. Mr. Summa has argued all this before the Court  
23 already. It was already in his prior motion. You know, the  
24 purpose of rule 59 is if -- if the -- if the party believes  
25 the Court has misunderstood or failed to fully consider a

1 rule -- an argument. I don't think Mr. Summa has -- has  
2 provided anything to the Court that hasn't already been  
3 before the Court. This -- both of these ---

4 THE COURT: Well, I think the first time we really  
5 focused on the arbitration enforceability, and he -- this  
6 time he sort of honed in on the attorneys' fees portion, so  
7 that's a little different.

8 MR. KRAWCZYK: Okay.

9 THE COURT: So why don't we talk about that?

10 MR. KRAWCZYK: Well, I think -- again, this is in my  
11 memorandum from the original thing, and it is something that  
12 we did -- he did argue this the first time, and we did  
13 discuss this the first time, and that there is case law in  
14 South Carolina that says that we're merely arguing over the  
15 venue in which this dispute will take place. If there is an  
16 argument over the unconscionableness of a particular portion  
17 of that agreement, the arbitrator can address that, as well.

18 That is the -- the Munoz (phonetic) case that I cited in  
19 my original case, and the -- the -- excuse me, my phone just  
20 went off. The -- the issue you have here, Your Honor, is  
21 again in the rule 59 motion, there -- well, there's two  
22 problems. One, the contract -- the term of the -- of the  
23 costs and the attorneys' fee shifting provision will be in  
24 place whether we are in court or whether we are in  
25 arbitration.

1           The contract has -- has two provisions, both for the  
2 same -- saying the cost provision -- the same cost provision  
3 will -- is -- is included within the regular attorneys' fee  
4 provision. So it's going to be something that is going to be  
5 addressed over time, anyway. I think what's going on here is  
6 -- is, Ms. Marka is unhappy with the fact that she's been  
7 asked to go to arbitration.

8           To give you some better background of this, Ms. Marka  
9 originally filed this case in magistrate's court, and we  
10 agreed in magistrate's court to waive the arbitration  
11 provision, and they didn't want to do that, so they dismissed  
12 that case and then filed in circuit court because they  
13 thought they might have a bigger counter -- bigger claim.  
14 After Your Honor's ruling, my client actually offered  
15 Ms. Marka to waive the provisions he's concerned about,  
16 meaning we would agree to pay half. I have an email to that  
17 effect, Your Honor ---

18           MR. SUMMA: Okay.

19           MR. KRAWCZYK: --- that we have agreed to waive the --  
20 the cost, that we would pay half of the cost of the  
21 arbitration, and we would waive the attorney provision in the  
22 event that -- in the event that she should win, which is what  
23 their complaint is. And, Your Honor, I can read for you from  
24 that particular email, which was sent to Mr. Summa on --  
25 looks like November -- November 11 of 2023. Where ---

1 MR. SUMMA: I'm not contesting that you sent that. I  
2 mean ---

3 MR. KRAWCZYK: Yeah, so ---

4 THE COURT: Yeah, I'll take your word for it.

5 MR. KRAWCZYK: So it's not a matter of the provision  
6 that I think that -- that the -- that the Plaintiff doesn't  
7 like. They just don't want to be in arbitration. I think  
8 the case law says -- the case law he cites, which is the DR  
9 Horton case, and in the DR Horton case, the arbitration  
10 provision went throughout the contract and basically  
11 incorporated all kinds of waivers of all kinds of causes of  
12 action and made them dismiss, you know, warranty claims.

13 And the Court in that particular case found that  
14 particular arbitration clause to be unconscionable. In this  
15 particular case, I would also point out that the contract  
16 itself has a provision in which, you know, if -- which is  
17 agreed to -- and if a portion -- basically, if this Court  
18 should deem a validity, a portion of the provisions will not  
19 be affected. If the Court finds a portion of this contract  
20 invalid, that the remaining portions would remain.

21 So, again, I think all of that -- we are in the same  
22 position we were before, the same argument as before. It's  
23 the same argument that's been made, Your Honor. I -- I cited  
24 three other -- or at least two other Charleston County judges  
25 that have found the same as you did in your first hearing.

1 And so I don't think Mr. Summa has raised anything pursuant  
2 to rule 59 that is new.

3 THE COURT: Okay.

4 MR. KRAWCZYK: I think his client is unhappy with the  
5 decision and so ---

6 THE COURT: Okay. Mr. Summa, did you serve a copy of  
7 this on my office, because we don't have record of that.

8 MR. SUMMA: A copy of our motion for 59(e)?

9 THE COURT: Yes.

10 MR. SUMMA: I e-filed it, so I assumed that would be  
11 sufficient.

12 THE COURT: Not -- no, that's not service on me. No.  
13 But anyway -- just -- okay. In the future, you should know  
14 that we don't get e-filing. Like there is -- that -- there  
15 is no such thing. So when you file a motion to reconsider,  
16 as you know under the rule, there's a specific provision that  
17 provides you must serve the judge with a copy. Either, you  
18 know, mail or email, but you can't just -- no, e-filing does  
19 not actually -- just -- just FYI, does not reach me. This is  
20 the first I've ever known. Okay.

21 MR. SUMMA: Thank you, Your Honor.

22 THE COURT: It just happened to appear on my docket. I  
23 mean, honestly, it's kind of happenstance that it even made  
24 my docket, and not like Judge Young's down the hallway.

25 MR. KRAWCZYK: Well, actually, it did make Judge Young's

1 docket, and I told the Court that only you have the ability  
2 to affect your own order, Your Honor.

3 THE COURT: Well, there you go. And there in -- just so  
4 y'all know, just in the future -- just so you know,  
5 Mr. Summa, the rule does require service on me. I could -- I  
6 can dismiss it just for failure to comply with that within  
7 ten days. But anyway, I'll take a look at your memos and  
8 everything in the rule and get you a ruling ASAP, okay.

9 MR. KRAWCZYK: Thanks, Your Honor.

10 MR. SUMMA: Thanks, Your Honor.

11 THE COURT: I understand your various positions and just  
12 in the future, know that you do -- you must serve a separate  
13 notice on the judge you are seeking to amend, okay?

14 MR. SUMMA: Thank you, Your Honor. Sorry about that.

15 THE COURT: Sure. That's okay. Take care.

16

17

18

19

20

21

22

23

24 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)

25

## CERTIFICATE OF TRANSCRIBER

I, AMANDA WATSON, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of General Sessions for Charleston County, South Carolina, on the 20th day of June, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

---

AMANDA WATSON, TRANSCRIBER

**RECEIVED**

**Aug 22 2024**

**SC Court of Appeals**

**PROOF OF SERVICE**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

Jennifer McCoy, Circuit Court Judge

---

Appellate Case No.2024-001248

---

Marka Danielle Rodgers, Appellant,

v.

CNT Foundations, Respondent.

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**PROOF OF SERVICE**

I certify that I have served Appellant's Supplemental Memorandum in Opposition to Motion to Dismiss and the attached Exhibits C and D on Respondent CNT Foundations by emailing a copy to Respondent's attorney of record at [ckrawczyk@finkellaw.com](mailto:ckrawczyk@finkellaw.com) on August 22, 2024.

August 22, 2024

s/Daniel Summa  
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(843) 277-9665  
Attorney for Appellant



Daniel Summa <daniel@summalawfirm.com>

---

## Rodgers v. CNT – Service of Supplemental memorandum in opposition of motion to dismiss

1 message

---

**Daniel Summa** <daniel@summalawfirm.com>

Thu, Aug 22, 2024 at 3:22 PM

To: Charles Krawczyk <ckrawczyk@finkellaw.com>, Tina Kelly <tkelly@finkellaw.com>, Dylan Glick <dglick@finkellaw.com>, Evan Riley <evan@summalawfirm.com>

Hello–

Please find enclosed for service Appellant's Supplemental Memorandum in Opposition of Motion to Dismiss.

Best,

Daniel

--

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 **rodgers supplemental memo in opposition to MTD.pdf**  
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