THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable J. Derham Cole, Circuit Court Judge
Case No.: 2021-CP-23-04416

Appellate Case No. 2023-000081

Christian Wienands, Gregory Muxlow and Charlotte Muxlow,

Appellants,

v.

South Wind Ranch, Ronald Hakala, and Ashley Black,

Respondents.

RESPONDENT'S RESPONSE TO PETITION FOR WRIT OF CERTIORARI

Respectfully Submitted,

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Respondents South Wind Ranch, Ronald Hakala, and Ashley Black (collectively "Respondents") submit this brief in response to Petitioners' Petition for Writ of Certiorari ("the "Petition"). To warrant a writ, Petitioners must that there are "special and important reasons" for this Court to take up this case. Rule 242(b), SCACR. Instead, they merely allege – through conclusory statements – that the Trial Court should not have granted summary judgment. This is not borne out by the evidence and does not satisfy the high standard for a writ of certiorari.

Petitioners raise two grounds for their Petition: (1) that the Trial Court erred in granting summary judgment and (2) that Petitioners were thereby deprived of their right to a jury trial. As shown below, the Trial Court properly applied the standard for summary judgment and found that – considering all of the evidence – there simply was no genuine issue of material fact to justify submission of the case to a jury. Instead, even viewing the evidence in the light most favorable to the Petitioner, this was a straightforward question with a clear contract and none of Petitioner's conclusory statements or arguments about alleged unfairness could change that. Consequently, the Trial Court properly granted summary judgment, which rendered the issue of a jury trial moot.

INTRODUCTION

Petitioners Greg and Charlie Muxlow booked South Wind Ranch – an event venue – for their wedding. They then chose not to get married at the venue, due to concerns about COVID, and instead were married elsewhere just prior to their booked date. They have brought this lawsuit – against the company and against Ron Hakala and Ashley Black, individually – seeking the return of their deposits.

The Muxlows brought this lawsuit despite the fact that the evidence in this case has established that the Plaintiffs were parties to what were, in their word, "binding contracts" which they admit they read and signed and which they admit contained clauses providing that their deposits were non-

refundable. They further admit that the contracts did not require the Defendants to allow them to reschedule, but that the Respondent, South Wind, nonetheless offered dates.

Yet, Petitioners did not like those dates. And though the last e-mail from South Wind implored the Muxlows: "I'll work with you if you'll just pick a date!" and to "[p]lease try to figure out something!" the couple instead canceled the contracts, and filed the instant lawsuits seeking the return of $5,475 – in the Court of Common Pleas – not only against the venue, but against Ron Hakala (one of the owners) and Ashley Black (the wedding planner) personally. In the suit, the Muxlows included causes of action for Negligence/Recklessness, Unfair Trade Practices Act, Breach of Contract Accompanied by a Fraudulent Act, and Quantum Meruit. Notably, the lawsuit did not include a claim for Breach of Contract.

After litigating the case for more than a year-and-a-half – through written discovery, motions practice, depositions, and a Declaratory Judgment action based on insurance (which they now have on appeal) – the case came before Judge Derham Cole on Respondents' Motion for Summary Judgment. After considering the briefs and hearing arguments of counsel, Judge Cole granted summary judgment in favor of Respondents.

STATEMENT OF THE CASE

A. Tour and Booking

South Wind Ranch is an event venue located in Travelers Rest, South Carolina. (R. p 19). After getting engaged, Petitioners Gregory Muxlow and Charlotte Muxlow began looking for locations to have their wedding. (R. p 19). In August of 2019, the Muxlows, along with Charlotte Muxlow's father[1], toured and then booked South Wind Ranch. (R. p 19).

[1] Appellant Christian Wienands is the father of Charlotte Muxlow. His involvement was limited to attending the initial tour and being responsible for payments. (R. p. 274)

B. The South Wind Contract

To book the venue, Petitioners signed a contract with South Wind on the same day they toured (the "South Wind Contract"). (R. p. 194). It provided the following:

(1) That Petitioners were renting the venue for the dates of November 6 and 7, 2020;

(2) That the total Rental Fee would be $8,950;

(3) That an Initial Deposit of $4,475 was due at that time (and which was paid that day);

(4) That the balance of $4,475 was due October 6, 2020; and

(5) That "[a]ll deposits are non-refundable (except Security Deposit)".

(R. p. 306). Specifically, the South Wind Contract contained the following language:

> All deposits are non-refundable (except Security Deposit) & any balance due must be paid 30 days prior to the scheduled event or the event may not be held. Renter's signature represents the above terms and commitments s well as knowledge that they understand all Regulations & Venue Guidelines associated with the venue rental. A copy of the Regulations & Venue Guidelines was received.

(R. p. 306). Petitioners agreed that this date – in the midst of the fall season – was a "prime date" for the venue and they booked it over a year in advance. (R. p. 197).

Petitioner Charlotte Muxlow testified that she "read the whole thing" and does not recall having any questions about the South Wind Contract. (R. p. 201). Even reading it at the time of her deposition, Mrs. Muxlow agreed that there was nothing she could cite to that was unclear about the South Wind Contract.

Of course, having signed the South Wind Contract and paid the Initial Deposit, Petitioners expected South Wind to hold those dates for their use. (R. p. 201). And Petitioners acknowledged that South Wind did hold those dates. (R. p. 202).

C. The Black Contract

Petitioners then separately signed a contract with Ashley Black, a wedding planner recommended by South Wind, but separate from the venue (the "Black Contract"). (R. p. 204). The Black Contract provided the following:

(1) That Ashley Black would provide wedding planning services for their event;

(2) That the total cost would be $2,000;

(3) That an Initial Deposit of $1,000 must be paid with the signed contract (and was paid by Plaintiffs);

(4) If the event is canceled, the Initial Deposit would not be returned; and

(5) If the event was canceled less than six months prior to the date of the event, then the second payment of an additional $1,000 would be required.

(R. p. 307 – 311). As with the South Wind Contract, the Muxlows admitted that they signed the Black Contract and that they read it before they signed it. (R. p. 205).

D. Petitioners' Decision to Postpone

Beginning around March of 2021, Charlotte Muxlow began having concerns about whether the COVID pandemic would impact her wedding, and "slowed down the wedding planning a little bit, just to see how things were going to play out." (R. p. 213). As Mrs. Muxlow has family in Germany, she became particularly concerned that these family members might not be able to travel to the United States to attend the wedding. (R. p. 218).

Mrs. Muxlow therefore reached out to Ashley Black to mention the possibility of rescheduling the wedding. (R. p. 221). The two then had a phone call in which they spoke about the process of trying to reschedule. (R. p. 222). Mrs. Muxlow admitted in her deposition that, during this phone call, she was told that there would possibly be a price increase for selecting a

2021 date. (R. p. 222). Notably, Mrs. Muxlow admitted in her deposition: "I know rescheduling wasn't part of the contract . . . ." (R. p. 262).

Following the phone call, on August 4th, Mrs. Muxlow then text-messaged Ashley Black and stated that they wished to postpone the wedding:

> We have decided to postpone for good. I want to save Southwind for next year and enjoy it with everyone and do a small ceremony on a hiking trail along the [B]lue [R]idge [P]arkway. Can you send me the Saturday dates that are still available between September – October 2021 and I can talk it over with Greg before we call Ron? I'm incredibly sad we have to do this but I just don't think I can enjoy myself without worry . . . .

(R. p. 291 – 292). Ashley Black told Mrs. Muxlow that she would ask Ron Hakala for available 2021 dates. (R. p. 225). Mrs. Muxlow again wanted fall dates, a two-day event, and those dates must include a Saturday. (R. p. 230).

E. Attempt to Reschedule

Ashley Black later provided Mrs. Muxlow with a list of available dates in the fall, provided to her by Mr. Hakala. (R. P. 229). However, at this point, Mrs. Muxlow decided she did not want dates in September, as she felt that the weather would be too hot. (R. p. 295)

Mrs. Muxlow then messaged Ron Hakala directly regarding dates. Mr. Hakala said that he had an October weekend opening up and offered that he would give the Muxlows a credit towards the price for what they had already paid,[2] but explained that 2021 rates were higher than 2020 rates. (R. p. 300). Mrs. Muxlow testified that the October date offered "would have been fine if it weren't for the price increase." (R. p. 233).

[2] Again, as admitted by Mrs. Muxlow, Respondents were not contractually required to offer Petitioners a credit for the amount previously paid, but nonetheless offered to make this accommodation.

Mrs. Muxlow did not ask Mr. Hakala to waive the price increase or to lessen it (R. p. 233). At this point, Mrs. Muxlow went quiet for about two weeks. (R. p. 234). Then, on September 26th she sent an e-mail to Ron Hakala, objecting to the price increase and stating: "We would like to ask for our deposit back and not schedule another wedding for next year." (R. p. 304). Ron Hakala replied as follows:

> Hey Charlie & Greg,
>
> I had you down as cancelling your Nov 7 date and looking at other dates in 2021. What I was referring to was that weekends in 2021 had increased in price. They are actually $14,580 now. The virus issue has not slowed down the wedding business in the past several weeks. A November 2020 wedding is definitely doable. I was hoping to re-sell your date, which I have not been able to. You have a $4,475 credit. We lost out on your November date. We have not issued a single refund even to those that were impacted with the virus back in April/May. **I will work with you. Just pick a date in 2021.** From the business side we lost out on the full $8950 you had book[ed] in November, so the math is if I gave you a 2021 date and a $14,580 value, I would have in total given you $23,530 worth of dates, of which I may collect $8,950 from you, so I'd be out $14,580. **On the emotional side I like you and Greg a lot and want to help you. Pick a date in 2021 and I'll see what I can do.** I have an August weekend and a September weekend along with one in December. Possibly select a Sundy and stay over into Monday. I may have a Thursday/Friday we could do.

(R. p. 301) (emphasis added). Mrs. Muxlow replied as follows:

> Ron,
>
> A November wedding is impossible for us as my entire family is international and unable to attend. Honestly after everything that happened we do not want to move forward with scheduling another date with a strained relationship and would just like our deposit back.
>
> Thanks,
>
> Charlie

(R. p. 302). Ron Hakala then replied:

> I can't do that Charlie. We dealt through 14 other Brides/events that were impacted during March/April/May. Everyone had an emotion[ally] draining scenario. Our agreement states no refunds and we had to stick to that. We

> refunded no one. We'd have gone out of business if we refunded! We worked something out with each of them. Some got married on their date with a small gathering and booked a party in 2021. Some went ahead with who they could. We did one yesterday for 22 guests. It was originally 150. You could just schedule a party, a family reunion, something to utilize your credit. **I'll work with you if you just pick a date**. . . .

(R. p. 301) (emphasis added). The Muxlows made no response to this e-mail and they were married on a mountaintop in late October 2020. The November date they had booked went unused, as South Wind was not able to rent it out on such short notice. The next that Ron Hakala or Ashley Black heard about the matter was when they were served with a lawsuit.

F. Litigation

Petitioners' lawsuit was filed in January of 2021. For more than a year and a half, the parties engaged in litigation including written discovery and depositions. During the deposition of Charlotte Muxlow, Appellant's counsel instructed her multiple times not to answer questions from Respondents' counsel. These included questions regarding whether Mrs. Muxlow canceled the contracts, whether she had been involved in any other lawsuits, and why it would not have been possible for the ceremony that the Muxlows held on the Blue Ridge Parkway in October of 2020 to have been held at South Wind. (R. p. 189; p. 209; p. 229).[3]

Petitioners even filed a separate lawsuit against Respondents' insurance company, seeking to force the company to provide coverage. This declaratory judgment action was dismissed based on lack of standing and Petitioners have appealed. The Court of Appeals recently ruled against Petitioners on this matter, finding the matter moot in light of the Court's affirmance of the present case.

[3] As required by the Rules of Civil Procedure, Petitioners' counsel filed a Motion for a Protective Order, which was also heard by Judge Cole. Judge Cole determined the objections and instructions were unfounded, but his order granting summary judgment made the re-opening of the depositions unnecessary. (R. p.7).

After a hearing, the Court granted Respondents' Motion for Summary Judgment, finding: "Each of Plaintiffs' claims stem from their rental of South Wind Ranch as a venue for their wedding. It is undisputed that this rental was governed by contracts. As a result, each of Plaintiffs' causes of action – which are all based on acts allowed by the contracts – must fail as a matter of law."

ISSUES

I. DID THE TRIAL COURT ERR IN GRANTING RESPONDENTS' MOTION FOR SUMMARY JUDGMENT?

II. DID THE TRIAL COURT'S RULING VIOLATE PETITIONERS' RIGHT TO A JURY TRIAL UNDER THE SOUTH CAROLINA CONSTITUTION AND THE CONSTITUTION OF THE UNITED STATES OF AMERICA?

STANDARD OF REVIEW

A. Petition for Writ of Certiorari

"A writ of certiorari is not a matter of right, but of sound judicial discretion, and will be granted only where there are special and important reasons." Rule 242(b), SCACR. Cases which warrant consideration by the Supreme Court are:

(1) Where there are novel questions of law.

(2) Where there is a dissent in the decision of the Court of Appeals.

(3) Where the decision of the Court of Appeals is in conflict with a prior decision of the Supreme Court.

(4) Where substantial constitutional issues are directly involved.

(5) Where a federal question is included and the decision of the Court of Appeals conflicts with a decision of the United States Supreme Court.

See id.

B. Summary Judgment

To obtain summary judgment, the moving party must demonstrate there is "no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." See Rule 56(c), SCRCP. Where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law, the trial court must grant the motion for summary judgment. See Tupper v. Dorchester County, 326 S.C. 318, 325, 487, 187, 191 (1997). "An appellate court reviews the granting of summary judgment under the same standard applied by the trial court under Rule 56(c), SCRCP." See Sea Cove Development, LLC v. Harbourside Community Bank, 387 S.C. 95, 101, 691, S.E.2d 158, 161 (2010). "[T]he non-moving party must offer some evidence that a genuine issue of material fact exists as to each element of the claim." Wright v. PRG Real Estate Mgmt., Inc., 413 S.C. 276, 2790-80, 775 S.E.2d 399, 401 (Ct. App. 2015). The appellate court must affirm summary judgment where the non-moving party fails to establish the existence of an element essential to the party's case. See id.

DISCUSSION

I. HAVE PETITIONERS MET THE STANDARD TO WARRANT A WRIT OF CERTIORARI?

As noted above, this Court grants certiorari "only where there are special and important reasons." Rule 242(b), SCACR. The Rule lists examples of matters which warrant such treatment. This Petition meets none of those categories. Instead, Petitioners simply argue that the Trial Court got it wrong in finding summary judgment appropriate. This does not rise to the standard under Rule 242. Further, as shown below, the Trial Court properly found that the contract applied and no evidence in the case established a question of fact.

II. DID THE TRIAL COURT ERR IN GRANTING RESPONDENTS' MOTION FOR SUMMARY JUDGMENT?

Petitioners' entire lawsuit – and all of their claims – stem from their rental of South Wind Ranch as a venue for their wedding. As shown above, this rental was governed by contracts. Petitioners deliberately chose not to plead "Breach of Contract" as a cause of action – which is telling – but this tactic does not allow them to simply avoid the contracts. If that were the case, then contracts would become meaningless.

As shown above, and discussed below, the contracts plainly apply here and Petitioners cannot escape them. As a result, each of Petitioners' causes of action – which are all based on acts allowed by the contracts – must fail as a matter of law. Petitioners cannot escape this by the assertion of mere conclusory statements regarding some alleged vague misrepresentation.

A. The Contract Precludes All Claims

An action to construe a contract is an action at law. See McGill v. Moore, 381 S.C. 179, 180, 679 S.E.2d 571, 574 (2009). "The cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language." Schulmeyer v. State Farm Fire and Cas. Co., 353 S.C. 491, 495, 579 S.E.2d 132, 134 (2003). "Where the contract's language is clear and unambiguous, the language alone determines the contract's force and effect." Id. "It is a question of law for the court whether the language of a contract is ambiguous." S.C. Dep't of Natural Res. v. Town of McClellanville, 345 S.C. 617, 623, 550 S.E.2d 299, 302-03 (2001).

As noted, Petitioners notably did not plead Breach of Contract as a cause of action. Nonetheless, the contracts unquestionably apply here and preclude every one of the Petitioners' causes of action. There is no dispute in this case regarding the following points:

- The Petitioners entered into binding contracts with South Wind Ranch and Ashley Black. This fact is even pled in the Complaint. (R. p. 25) ("The plaintiffs entered into binding contracts . . . .").

- Both contracts stated that the initial deposits to South Wind and Black – which Petitioners now seek to have returned – were non-refundable.(R. p. 203).

- The contracts did not provide for a right to reschedule. (R. p. 262) ("I know rescheduling wasn't part of the contract . . . .").

- The contracts do not contain any relevant ambiguity.

Given this, the law requires that the plain language of the contracts be enforced, including the clear language stating that the deposits are non-refundable. This is a fact that Petitioners were aware of from the very beginning, as they testified they read the contracts.

This ends the analysis, though it is worth noting that Respondents – despite no obligation to do so – offered to allow Petitioners to reschedule to another date. However, rather than do so, Petitioners rejected the offered dates and insisted on a refund due to what they called their "strained relationship" with South Wind and Black.

Given that the contract applies, each of the Petitioners' causes of action must also fail, as found by the Trial Court and Court of Appeals, and as shown below:

B. Plaintiffs' Claims for Negligence

The elements of a cause of action for Negligence are (1) duty, (2) breach, (3) causation, and (4) damages. Petitioners provide a list of ten separate alleged duties within the cause of action. (R. p. 22). None of them is supported by the evidence or defeats the plain language of the contracts. Some alleged duties are simply general statements not found anywhere in our caselaw, such as the alleged duty to "avoid forcing customers to file lawsuits where the defendants have acted tort[i]ously." (R. p. 22) Others are simply not supported by the evidence and are directly contradicted by the contracts, such as the duty to "refund payment when unable to provide agreed-upon services." (R. p. 22).

The alleged breaches of the various duties are the same, and amount to alleged tortious behavior for actions which are plainly supported by the contracts, such as "retaining funds in bad faith." (R. p. 28). In short, as the contracts are plainly applicable here, the Negligence cause of action is not supported by the facts or law. Petitioners plainly sought to get around the contractual documents they admit they read and signed by pleading Negligence rather than Breach of Contract. However, the law does not permit this end-run.

C. Unfair Trade Practices Act

The elements of the South Carolina Unfair Trade Practices Act are (1) an unfair or deceptive practice under the Act, (2) which has an impact on the public interest, including capable of repetition, (3) an ascertainable loss violation of money or property, and (4) proximate cause. See Charleston Lumber Co., Inc. v. Miller Housing Corp., 318 S.C. 471, 458 S.E.2d 431 (Ct. App. 1995), *rev'd on other grounds*.

Petitioners cite to this claim in their Initial Brief as an example of a claim established by the evidence. Yet, even there, they fail to describe an unfair or deceptive act. They did not do so within their pleadings nor through the evidence developed in the year-and-a-half of litigation. Instead, as with the Negligence cause of action, the acts complained of by Petitioners – not returning the deposits – were supported by the contracts. With regard to Petitioners' complaints about not allowing them to reschedule at the same price, they admit that they did not have this right within the contracts. (R. p. 262) ("I know rescheduling wasn't part of the contract . . . .").

Moreover, even if we were to assume that the contract was breached – though this is not even alleged by the Petitioners - a mere breach of contract, without more, does not constitute a violation of the unfair trade practices act, even if done intentionally. See Key Co. v. Fameco Distribs., Inc., 292 S.C. 524, 526, 357 S.E.2d 476, 478 (Ct. App. 1987). Otherwise, every

intentional breach of a contract within a commercial setting would constitute an unfair trade practice and thereby subject the breaching party to treble damages. Id. at 527, 357 S.E.2d at 478.

D. Breach of Contract Accompanied by a Fraudulent Act

The elements of Breach of Contract Accompanied by a Fraudulent Act are: (1) a breach of contract, (2) fraudulent intent relating to the breach and not merely its making, (3) a fraudulent act accompanying the breach. See Conner v. City of Forest Acres, 348 S.C. 454, 465-66, 560 S.E.2d 606, 612 (2002). In addition, the fraudulent act must be "separate and distinct from the act(s) constituting the breach," and cannot "merely restate the manner in which [the defendant] is alleged to have breached" the contract. See Smith v. Canal Ins. Co., 275 S.C. 256, 260, 269 S.E.2d 348, 350 (1980).

As noted, Petitioners did not include a cause of action for Breach of Contract in the Complaint. Moreover, Mrs. Muxlow was unable to cite to any breach of the contracts in her deposition:

> Q. How do you think they breached it?
>
> A. I mean, I'm not an attorney. So I don't – this is I think getting a little bit too much into the . . .
>
> Q. Well, I mean, you brought this lawsuit, and so I just need to understand. Do you believe my folks violated this contract?
>
> A. I'm not sure how to answer that right now.

(R. p. 256). More importantly, as shown above, the contract is very clear and, as Petitioners acknowledged, plainly states that the deposits they seek in this lawsuit were non-refundable:

> Q. And you'd agree that it says in the contract that all deposits are nonrefundable except for the security deposit. Correct?
>
> A. Yeah. *I mean, I can read the contract*.

(R. p. 203) (objection omitted) (emphasis added). As there is no breach, there is certainly no evidence of a breach with fraudulent intent. Therefore, this cause of action must also fail.

E. Quantum Meruit

Petitioners' final cause of action is for Quantum Meruit. To begin with, this claim fails because actions in quantum meruit are based on the absence of a contract. See ELEMENTS OF CIVIL CAUSES OF ACTION, 5th ed., p.579, citing Johnston v. Brown, 292 S.C. 478, 357 S.E.2d 450 (1987). "Relief under the theory is therefore not available if an action is based on the existence of a contract." See id., citing Gantt v. Morgan, 199 S.C. 138, 18 S.E.2d 672 (1942).

On a more basic level, Petitioners cannot meet the elements of the equitable cause of action as they cannot show that Respondents retained a benefit – here, the initial deposit – unjustly. As explained above, the contracts are clear and binding. Even the Petitioners agreed that the non-refundable language is clearly contained therein. Consequently, for these reasons, this cause of action also fails.

F. Evidence – Not Conclusory Statements – Are Required to Withstand Summary Judgment

Finally, it must be noted that Petitioners' misunderstand the standard for summary judgment. Both the pleadings and Petition consist of conclusory statements, unsupported by citation to evidence. Petitioners repeatedly refer to "hundreds of pages of sworn testimony by multiple witnesses, text messages, and a verified complaint" as if volume alone can defeat summary judgment. However, as shown above, the bulk of all of this evidence actually contradicts the allegations in the Complaint and demonstrates that summary judgment was appropriate. And our case law establishes that "[a] party opposing a properly supported motion for summary judgment . . . may not rest on the mere allegations of denials of his pleading, but must set forth or

point to specific facts showing that there is a genuine issue of material fact." See Bravis v. Dunbar, 316 S.C. 263, 265, 449 S.E.2d 495, 496 (Ct. App. 1994). Such specific proof is lacking here.

III. DID THE TRIAL COURT'S RULING VIOLATE PETITIONERS' RIGHT TO A JURY TRIAL UNDER THE SOUTH CAROLINA CONSTITUTION AND THE CONSTITUTION OF THE UNITED STATES OF AMERICA?

Finally, Petitioners argue that, by granting Respondents' Motion for Summary Judgment, the trial court deprived Petitioners of their right to a jury trial. This argument misunderstands the very nature of the Motion for Summary Judgment, which is granted only when the trial court determines that there not triable issue of material fact for a jury to consider and a party is entitled to judgment as a matter of law. See Rule 56(c), SCRCP. Consequently, this second issue raised by Petitioners presents precisely the same question for the Court as that raised by the first issue – did the trial court err in granting Respondents' Motion for Summary Judgment? If the trial court did not err, then no constitutional right was violated.

CONCLUSION

Greg and Charlotte Muxlow signed contracts with the Respondents, which they agreed they read and which they agreed said that their deposits were non-refundable. South Wind and Ashley Black had no obligation to even offer to reschedule, but they did. Yet the Muxlows did not like the offered dates and – in response to Ron Hakala's e-mail stating, "I'll work with you if you'll just pick a date!" and to "[p]lease try to figure out something!" the couple instead canceled the contracts and filed the instant lawsuits seeking the return of the deposits. They sued South Wind but also sued Ron Hakala personally and Ashley Black personally. Petitioners are attempting to use the pressure of the legal system to do an end-run around the contract, but they should not be allowed to do so. After more than two years of litigation, these claims should be brought to an end.

Petitioners have not met the high bar to warrant a writ of certiorari under Rule 242, SCACR. Respondents therefore request that the Petition be denied.

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