

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Roger M. Young, Sr., and George M. McFaddin, Jr., Circuit Court Judges

Appellate Case Nos. 2023-001494 & 2024-000723

Charleston SC Property Holdings, LLC, Hanahan SC Property Holdings, LLC,.....Respondents,
v.
Rittenberg OP, LLC, Hanahan OP, LLC, Goldner Management, LLC, SC Two
OP Holdings, LLC, and Samuel Goldner.....Appellants.

MOTION TO BE RELIEVED AS COUNSEL

YOU WILL PLEASE TAKE NOTICE THAT the undersigned, Christopher T. Brumback, moves for an Order of the Court relieving the undersigned as counsel of record for Appellants, Rittenberg OP, LLC, Hanahan OP, LLC, Goldner Management, LLC, SC Two OP Holdings, LLC, and Samuel Goldner (hereinafter collectively “Appellants”), in the above-captioned matter.

This motion is made on the grounds that Appellants, by and through Appellant Samuel Goldner (individually “Appellant Goldner”) who acted as undersigned counsel’s point of contact for all Appellants, have not complied with the written Representation Agreement between Appellants and undersigned counsel. In particular, the Agreement states as follows:

The Firm reserves the right to withdraw its services being rendered pursuant to this Agreement if Client(s) fail to cooperate or follow the Firm’s advice on a material matter, or if any fact or circumstance arises or is discovered that would, in the Firm’s view, render the Firm’s continuing provision of services unlawful or unethical.

If Client fails to timely pay the Firm’s invoices or if a balance remains outstanding for more than forty-five (45) days, the Firm will have the right to (1) immediately discontinue all further work until satisfactory arrangements have been made for payment; (2) provide Client(s) the reasonable opportunity to secure

new representation to substitute for the Firm—Client(s) shall execute any documents reasonably necessary for the Firm to withdraw from representation, however no part of this provision shall relieve Client(s) from paying all sums due and owing to the Firm; and (3) withdraw from representation and take steps necessary to terminate representation, including obtaining any Court order as relevant or necessary.

(Emphasis added). Appellants have invoices and a balance for costs and attorneys fees that is outstanding for more than forty-five (45) days. However, more problematic than the outstanding balance is the fact that, for reasons unknown to undersigned counsel and in direct contravention of Clients' obligation to cooperate with undersigned counsel, Appellants have failed to respond to any communications from undersigned counsel since August 19, 2024 despite the fact that undersigned counsel has emailed Appellant Goldner at the email address previously utilized for client communication seven (7) times (8/20, 8/22, 8/26, 8/29, 9/6, 9/12, and 9/13). Each of the emails expressed increasing urgency that Appellants contact undersigned counsel and the "***TIME SENSITIVE**" nature of the emails and actions needed to be taken based on direction from the Appellants. Consistent with the language of the Representation Agreement, undersigned counsel expressly notified and warned Appellants by way of email marked "***TIME SENSITIVE**" and high priority on September 13, 2024 that if no response was received to undersigned counsel's pleas for a response by September 16, 2024, undersigned counsel would be left with no other option than to move to be relieved as counsel of record for Appellants. In addition to the emails sent by undersigned counsel, undersigned counsel also texted Appellant Goldner at the phone number previously utilized for client contact on August 27, 2024 and September 6, 2024. Unfortunately no response from Appellant Goldner was received to undersigned counsel's text messages either. Similarly, undersigned counsel also called Appellant Goldner on the same phone number without answer or return phone call during this period. Therefore, the undersigned attorney for Appellants would respectfully request to be relieved as

counsel on this matter.¹

Although undersigned counsel has repeatedly and expressly stressed to Appellants the time-sensitive nature of the actions that need to be taken on behalf of Appellants to continue prosecution of Appellants' meritorious objections to the rulings of the lower courts, to avoid any potential prejudice to the merits of Appellants' claims, undersigned counsel would respectfully request that the Appellants be granted a reasonable period of no less than thirty (30) days to obtain new counsel.

Respectfully submitted,

BRUMBACK & LANGLEY, LLC

s/Christopher T. Brumback
Christopher T. Brumback / S.C. Bar No. 75410
531 South Main Street, Suite 307
Greenville, SC 29601
(864) 414-9097
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¹ For the Court's information, undersigned counsel was recently offered and accepted employment as in-house counsel and is leaving private practice. Accordingly, similar to the Motion to be Relieved as Counsel previously filed by counsel for Respondents Charleston SC Property Holdings, LLC and Hanahan SC Property Holdings, LLC when Charles Summerall left his firm, a motion for undersigned counsel to be relieved as counsel in lieu of my partner, Spencer Langley, would have nonetheless been filed with the Court. However, as a result of the fundamental breakdown of the client relationship due to the above-enumerated issues, undersigned counsel is instead requesting that both I and the firm of Brumback & Langley, LLC be relieved as counsel of record for Appellants.

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PROOF OF SERVICE

I certify that I have filed with the Court of Appeals and served undersigned counsel’s
Motion to be Relieved as Counsel on counsel for Respondents and the Receiver and on
Appellants, by and through Appellant Samuel Goldner, by email on September 23, 2024.

Respectfully submitted,

BRUMBACK & LANGLEY, LLC

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