

**RECEIVED**

**Jun 06 2025**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas  
Master-In-Equity

Hon. Deadra L. Jefferson, Circuit Court Judge  
Hon. Mikell R. Scarborough, Master-In-Equity

---

Case No. 2016-CP-10-2955

---

Appellate Case No. 2021-000272

---

TCC of Charleston, Inc., Appellant/Respondent,

v.

Concord and Cumberland, LLC, Concord & Cumberland HPR, Leo Hall, Diane Hall, Bea H. Smith, Margaret C. Pope, William D. Foster, Jr., Gene G. Foster, Mattison J. MacGillivray, Teresa MacGillivray, Pamela L. Vaughn, Nelia A. Patricio, Trustee of the Nelia A. Patricio Revocable Trust Agreement, Stuart D. Reeves, Edward T. Strom, Barbara K. Henderson, James R. Clarke, Paul A. Brim, Robert K. Seidl, Jennifer M. Seidl, Robert Kenneth Seidl, II, M. Bert Storey, Thomas R. Mather, Edward T. Strom, 304 Concord & Cumberland, LLC, Marion M. Simpson f/k/a Marion Moore McDonald Simpson, Kathy Gardner, Gregory J. Gardner, Freeman Waterfront Properties, LLC, Jo-Ann Cooper, Betty Y. Segal, Robert M. Levin, and Bonita K. Levin, Donald D. Leonard, Betty L. Beatty, Mattellen, LLC, and Thomas R. Debnam, Trustee of the Trust Agreement of Thomas R. Debnam, Defendants,

Of Which Concord & Cumberland HPR is the Respondent/Appellant.

---

**RETURN TO APPELLANT/RESPONDENT TCC OF CHARLESTON, INC.'S  
PETITION FOR REHEARING**

---

F. Cordes Ford IV (SC Bar No. 071644)  
Henry E. Grimball (SC Bar No. 002313)  
Robert Andrew Walden (SC Bar No. 101004)  
Womble Bond Dickinson (US) LLP  
Post Office Box 999, Charleston, South Carolina 29402  
(843) 720-4631

Attorneys for all Respondents/Appellants Except for Betty Beatty

Pursuant to Rule 240, SCACR, all Respondents/Appellants except Betty Beatty, collectively Concord & Cumberland HPR (“HPR”), submit their Return to the Petition for Rehearing submitted by Appellate/Respondent TCC of Charleston, Inc. (“TCC”) dated April 3, 2025 (the “Petition”). Because TCC simply disagrees with how the Court ruled, the Petition should be denied.

### **STANDARD OF REVIEW**

To prevail on the Petition, TCC must demonstrate that the Court overlooked or misapprehended its argument. Rule 221(a), SCACR; Jean H. Toal et al., *Appellate Practice in South Carolina* 391 (3d ed. 2016) (citing *Kennedy v. S.C. Ret. Sys.*, 349 S.C. 531, 564 S.E.2d 322 (2001)). “The purpose of a petition for rehearing is not to present points which lawyers for the losing parties have overlooked or misapprehended, nor is it the purpose of the petition for rehearing to have the case tried in the appellate court a second time.” *Kennedy*, 349 S.C. at 532, 564 S.E.2d at 322 (citing Jean H. Toal et al., *Appellate Practice in South Carolina* 309 (1999)).

### **ARGUMENT**

In the Petition, TCC rehashes nine previously raised arguments as grounds for rehearing, none of which were overlooked or misapprehended by the Court in its March 19, 2025 opinion (the “Opinion”). (TCC Pet. at 2). TCC now seeks to have the same arguments reviewed a second time in hopes of conjuring a different result. Because the Court did not misapprehend or overlook any of TCC’s arguments, the Petition should be denied.

#### **I. THE COURT ALREADY CONSIDERED AND ADDRESSED EACH OF TCC’S GROUNDS FOR REHEARING.**

TCC’s grounds for rehearing boil down to three issues: (1) whether TCC’s lien was timely served based on its “actual” last date of work; (2) whether res judicata prevented the HPR, the Court, and, importantly, the public, from relying on the last date of work provided in TCC’s

Statement of Account; and (3) whether the Court improperly applied *Kitchen Planners* and *Strickland* to this case. The Court addressed each of TCC’s arguments in the Opinion, so rehearing should be denied.

First, TCC misapprehends the Court’s analysis when it argues, yet again, that the actual last date of work was not March 17, 2016,<sup>1</sup> and that an error in the statement of account cannot invalidate its lien. (TCC Pet. at 2–3). This misapprehension resulted in numerous grounds for rehearing all based on TCC’s arguments that the “actual” last date of work must be considered. To this point, the Court properly enforced South Carolina’s mechanic’s lien statute, S.C. Code Ann. § 29-5-10 *et seq.*, and applied *Strickland v. General Building & Masonry Contractors, Inc.*, 207 S.E.2d 399, 400 (N.C. Ct. App. 1974),<sup>2</sup> to unequivocally find that a contractor who publishes its last date of work to the public will be held to that date under the mechanic’s lien statute. *Id.* In support, the Court cited to *Kitchen Planners, LLC*, in emphasizing the importance of dates asserted in a lien. *See Kitchen Planners, LLC v. Friedman*, 432 S.C. 267, 279, 851 S.E.2d 724, 731 (Ct. App. 2020) (“Kitchen Planners is bound by the *dates asserted* in its pleadings and *on the face of the lien.*” (emphasis added)), *aff’d as modified*, 440 S.C. 456, 892 S.E.2d 297 (2023). The Court also quoted *Strickland* for the following public policy consideration:

Although the claim of lien filed by plaintiff contains information not required by the statute, it reveals on its face that it was filed more than 120 days after the stonework was last furnished by

---

<sup>1</sup> Although the “actual” last date of work is not relevant under the Court’s analysis, the HPR notes that the last date of work is in dispute, despite TCC’s representations to this Court. The HPR relies on the last date of work expressed by TCC in its Statement of Account as TCC’s representation of when it last performed work on the project at issue.

<sup>2</sup> The Opinion noted that *Strickland*, although a North Carolina case, had similar facts and was cited in *Preferred Savings & Loan Association, Inc. v. Royal Garden Resort, Inc.*, 295 S.C. 268, 368 S.E.2d 78 (Ct. App. 1988). (Op. at 13). TCC’s complaint that the Court relied on a North Carolina case is therefore misplaced.

plaintiff. *Thus all potential purchasers or lenders interested in the subject property and relying on the public record would be advised that the claim of lien had not been filed in accordance with the statute, and was not enforceable against the property.*

(Op. at 13–14 (quoting *Strickland*, 207 S.E.2d at 400–01 (emphasis added))).

In other words, if a contractor publishes its last date of work on the face of its lien, the accuracy of that date is irrelevant;<sup>3</sup> it only matters what the public perceives from the filing. (Op. at 14–15). Because TCC represented March 17, 2016, as its last date of work on the project, the first date of service of June 22, 2016, was late, and TCC’s mechanic’s lien accordingly dissolved by statute. Further, the Court correctly relied on the plain language of the Horizontal Property Act (specifically, S.C. Code Ann. § 27-31-230(a)) to dispense with the notion that TCC’s service on the HPR<sup>4</sup> is service on all owners. (Op. at 14). TCC simply rehashes the same argument here, seeking a different result.

Accordingly, the Court apprehended all of TCC’s arguments regarding its last date of work and service of the lien, and rehearing should be denied.

Second, the Court understood and addressed TCC’s arguments regarding res judicata (Op. at 15). However, TCC argues in the Petition that this Court overlooked or misapprehended its res judicata argument as it relates to the Circuit Court’s ruling on its motion to amend. This argument lacks merit. TCC’s statement in the Petition that the Circuit Court issued a ruling on the last date of work, thereby binding the Master in Equity, is simply mistaken. The full extent of the Circuit Court’s order can be found on page 42 of the record. It makes exactly zero

---

<sup>3</sup> TCC’s lien was not invalidated by the inclusion of the alleged inaccurate last date of work on the Statement of Account. Rather, TCC’s lien was dissolved as a matter of law when it failed to timely serve the lien based on the date published.

<sup>4</sup> The record contains no evidence of service of the lien on the HPR (because the HPR was never actually served with the lien). However, TCC’s bald and unverified assertion of service of the lien on the HPR is irrelevant given the clarity of the Horizontal Property Act on this issue.

findings of fact, conclusions of law, or holdings regarding the last date of work. All the Circuit Court did was allow TCC to amend its pleading, as Rule 15 liberally allows; allowing a party to allege something is far different than finding that thing is true. This Court did not overlook or misapprehend TCC's res judicata argument as to the Circuit Court order.<sup>5</sup> To the contrary, this Court recognized the order simply does not say or hold what TCC claims. (Op. at 15). Thus, the Master did not, as TCC contends, "consider the same question" as the Circuit Court. Rehearing on this ground should be denied.

Third, TCC's arguments as to *Kitchen Planners* and *Strickland* are simply a repackaged attempt to have the Court issue a different result. Those cases were amply discussed in the briefs. Likewise, the Opinion discussed both *Kitchen Planners* and *Strickland*, finding *Strickland* factually comparable to this case and on point for the public policy reasons for binding a contractor to its last date of work published to the public in a lien filing. *See Strickland*, 207 S.E.2d at 401 (finding a lien could not be enforced against a property because the dates included on the notice and claim of lien showed it was not filed within 120 days of the last day of work, as required by statute, even though the last day of work was not required information for the notice); *see also discussion supra* pp. 8–9. While TCC may read those cases differently than the Court, that is no reason to disturb the Opinion. Rehearing on this ground should be denied.

## **II. TCC OFFERS NO REASON TO REHEAR THIS APPEAL EN BANC.**

TCC ends its petition with a perfunctory suggestion that this appeal should be reheard *en banc*. (TCC Pet. at 7). But as a rule, such a procedure is disfavored. Rule 219(a), SCACR. Generally, it is to be ordered only (1) when consideration by the full Court is necessary to secure or maintain uniformity of its decisions, or (2) "when the proceeding involves a question of exceptional importance." *Id.* TCC does not even try to show that any of its rehearing grounds

---

<sup>5</sup> The Opinion inadvertently states the master in equity issued the order. (Op. at 15.).

meet either of those criteria, or that some other compelling reason warrants *en banc* review. Nor could it: TCC raises only garden-variety complaints about the Court's grasp of the record and the law. While all those complaints are misplaced, what matters for the purposes of Rule 219 is that they allege the types of mistakes that are meant to be corrected through panel rehearing. TCC's suggestion should be rejected.

### **CONCLUSION**

For the reasons set forth above, TCC's Petition should be denied.

Respectfully submitted,

*s/F. Cordes Ford*

F. Cordes Ford IV (SC Bar No. 071644)

Henry E. Grimball (SC Bar No. 002313)

Robert Andrew Walden (SC Bar No. 101004)

Womble Bond Dickinson (US) LLP

Post Office Box 999, Charleston, South Carolina 29402

(843) 720-4631

Attorneys for all Respondents/Appellants Except for  
Betty Beatty

RECEIVED

Jun 06 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas  
Master-In-Equity

Hon. Deadra L. Jefferson, Circuit Court Judge  
Hon. Mikell R. Scarborough, Master-In-Equity

---

Case No. 2016-CP-10-2955

---

Appellate Case No. 2021-000272

---

TCC of Charleston, Inc., Appellant/Respondent,

v.

Concord and Cumberland, LLC, Concord & Cumberland HPR, Leo Hall, Diane Hall, Bea H. Smith, Margaret C. Pope, William D. Foster, Jr., Gene G. Foster, Mattison J. MacGillivray, Teresa MacGillivray, Pamela L. Vaughn, Nelia A. Patricio, Trustee of the Nelia A. Patricio Revocable Trust Agreement, Stuart D. Reeves, Edward T. Strom, Barbara K. Henderson, James R. Clarke, Paul A. Brim, Robert K. Seidl, Jennifer M. Seidl, Robert Kenneth Seidl, II, M. Bert Storey, Thomas R. Mather, Edward T. Strom, 304 Concord & Cumberland, LLC, Marion M. Simpson f/k/a Marion Moore McDonald Simpson, Kathy Gardner, Gregory J. Gardner, Freeman Waterfront Properties, LLC, Jo-Ann Cooper, Betty Y. Segal, Robert M. Levin, and Bonita K. Levin, Donald D. Leonard, Betty L. Beatty, Mattellen, LLC, and Thomas R. Debnam, Trustee of the Trust Agreement of Thomas R. Debnam, Respondents,

Of Which Concord & Cumberland HPR is the Respondent/Appellant.

---

**PROOF OF SERVICE**

---

I, F. Cordes Ford IV, certify that I have served the foregoing **RETURN TO APPELLANT/RESPONDENT TCC OF CHARLESTON, INC.'S PETITION FOR REHEARING** On all other parties to this matter via electronic mail on June 6, 2025, addressed to their attorneys of record as follows, as evidenced by Exhibit "A" attached hereto:

Jaan G. Rannik, Esquire  
Epting & Rannik, LLC  
46A State Street  
Charleston, SC 29401  
[jgr@epting-law.com](mailto:jgr@epting-law.com)  
*Attorney for Appellant/Respondent*

Michelle N. Endemann, Esquire  
497 St. Andrews Blvd.  
Charleston, SC 29407  
[mendemann@clarksonwalsh.com](mailto:mendemann@clarksonwalsh.com)  
*Attorney for Appellant/Respondent*

Edward D. Buckley, Jr., Esquire  
W. Siau Barr, Jr., Esquire  
Russell G. Hines, Esquire  
William Cole Shannon, Esquire  
Young Clement Rivers, LLP  
PO Box 993  
25 Calhoun St. Suite 400  
Charleston, SC 29401  
[ebuckley@yctrlaw.com](mailto:ebuckley@yctrlaw.com)  
[sbarr@yctrlaw.com](mailto:sbarr@yctrlaw.com)  
[rhines@yctrlaw.com](mailto:rhines@yctrlaw.com)  
[william.shannon@usdoj.gov](mailto:william.shannon@usdoj.gov)  
*Attorneys for Respondent Betty L.  
Beatty*

WOMBLE BOND DICKINSON (US) LLP

*s/F. Cordes Ford IV*

F. Cordes Ford IV (SC Bar No. 071644)  
Henry E. Grimball (SC Bar No. 002313)  
Robert Andrew Walden (SC Bar No. 101004)  
Womble Bond Dickinson (US) LLP  
Post Office Box 999  
Charleston, South Carolina 29402  
(843) 720-4631  
Attorneys for All Respondents/Appellants Except for  
Betty Beatty

June 6, 2025  
Charleston, South Carolina

**From:** [Casey, Carol](#)  
**To:** [Jaan Rannik](#); [mendemann@clarksonwalsh.com](mailto:mendemann@clarksonwalsh.com); [Buckley, Edward D. \(Ed\)](#); [sbarr@ycrlaw.com](mailto:sbarr@ycrlaw.com); [Hines, Russell](#); [william.shannon@usdoj.gov](mailto:william.shannon@usdoj.gov)  
**Cc:** [Ford, Cordes](#); [Grimball, Henry](#); [Walden, Andrew](#)  
**Subject:** TCC of Charleston, Inc. v. Concord and Cumberland HPR, LLC - Appellate Case No. 2021-000272 ;  
**Date:** Friday, June 6, 2025 5:52:05 PM  
**Attachments:** [Return to Appellant Respondent TCC of Charleston Inc.'s Petition for Rehearing .pdf](#)  
[image574241.png](#)  
[image812028.png](#)  
[image324837.png](#)  
[image808961.png](#)

---

Attached for service, please find All Respondents/Appellants except for Betty Beatty's Return to Appellant/Respondent TCC of Charleston, Inc.'s Petition for Rehearing.

Thank you,  
Carol

**Carol Casey**

Paralegal  
Womble Bond Dickinson (US) LLP

**d:** 843-720-4671

**m:** 843-814-7458

**e:** [Carol.Casey@wbd-us.com](mailto:Carol.Casey@wbd-us.com)

5 Exchange Street  
PO Box 999 (29402)  
Charleston, SC 29401



[womblebonddickinson.com](http://womblebonddickinson.com)

