THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS

Judge G.D. Morgan

Appellate Case No. 2024-000731
Circuit Court Case No. 2024-CP-23-00312

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SC Court of Appeals

D&B Real Estate Ventures, LLC; Darius Jones; Bradley Robinson..... Respondents.

And

Christopher Jones.....Appellant.

INITIAL BRIEF OF RESPONDENTS

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July 28, 2025

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

Rules

STATEMENT OF THE CASE

On January 16, 2024, the Appellant, Christopher Jones ("Appellant") filed a Mechanic's Lien (the "Lien") against property owned by Respondent D&B Real Estate Ventures, LLC, with an address of 331 Loop Street, Greenville, South Carolina 29609 (the "Property"). The Lien was recorded in the Greenville County Register of Deeds in Book MI 0157 at Pages 0241–0246 and was later attached as Exhibit A to Appellant's Complaint.

The following day, January 17, 2024, Appellant filed a Lis Pendens and a Complaint, captioned "Foreclosure of Mechanic's Lien," asserting six causes of action: (1) Foreclosure of Mechanic's Lien; (2) Quantum Meruit; (3) Unjust Enrichment; (4) Breach of Contract; (5) Violation of S.C. Code Ann. § 27-1-15; and (6) Misrepresentation. Although the Lien and the Property are associated solely with D&B Real Estate Ventures, LLC, Appellant improperly named individual Respondents Darius Jones and Bradley Robinson in the lawsuit. The Complaint sought damages in the amount of $45,610.51, the same figure stated in the Lien.

Respondents moved to dismiss the Complaint, or alternatively for summary judgment, on February 7, 2024. A hearing on the motion was held March 7, 2024, with M. Stokely Holder appearing on behalf of Respondents and Appellant appearing pro se. On March 13, 2024, the circuit court issued a Form 4 order granting Respondents' Motion to Dismiss and noting that a full order would follow.

Despite this indication, Appellant filed a premature Notice of Appeal the same day. He failed to serve Respondents with the Notice of Appeal, either by email or U.S. Mail. The circuit court issued its final, written Order of Dismissal on April 9, 2024. The South Carolina Court of Appeals dismissed Appellant's initial appeal on April 23, 2024, as premature.

Appellant filed a second Notice of Appeal on May 2, 2024, but failed to file that notice with the trial court as required by Rule 203(d)(1)(B), SCACR. On May 9, 2024, the Court of

Appeals notified Appellant of this deficiency. He was granted an extension until July 5, 2024, to file proof that he had served and filed the notice properly. He failed to do so by that deadline, ultimately submitting proof of filing ten days late, on July 15, 2024.

STATEMENT OF FACTS

In October 2023, Respondent D&B Real Estate Ventures, LLC ("D&B") entered into a contract with Appellant Christopher Jones ("Appellant") to sell him residential property located at 331 Loop Street, Greenville, South Carolina 29609 (the "Property"). Although D&B originally intended to complete updates prior to sale, it ultimately chose to list the Property "as-is" to take advantage of market appreciation in the area.

As the original November 30, 2023 closing date approached, Appellant represented to Respondents that he was a real estate broker intending to flip the Property to an investor. He claimed that the investor preferred certain improvements to be made prior to purchase. On this premise, Appellant offered to perform the updates himself, on the condition that D&B extend the closing date. Respondents agreed to a one-month extension, setting a new closing deadline of December 30, 2023, with the express understanding that Appellant would complete the work at his own risk and without any obligation on the part of Respondents to compensate him.

As the new closing deadline of December 30, 2023, approached, the Appellant attempted to get Respondents to agree to pay Appellant for the (wholly unfinished) work done by Appellant on the Property. As part of Appellant's efforts, he provided a draft contract which included demonstrably unfavorable terms to the Respondents. After some back-and-forth, it became clear to the Respondents that a reasonable construction contract was not going to be entered so Respondents declined to sign the proposed contract, as reflected by the unsigned signature lines on the document attached as Exhibit C to Appellant's Complaint.

Despite the absence of a signed construction contract or any agreement to compensate Appellant, Respondents appeared for the December 30 closing, ready, willing, and able to

complete the transaction. Appellant, however, failed to appear without notice or explanation. Shortly thereafter, Appellant filed and served a Mechanic's Lien, Lis Pendens, and Complain, initiating this litigation without prior warning.

Respondents responded by filing a Motion to Dismiss, or in the alternative, a Motion for Summary Judgment. Following a hearing held March 7, 2024, the Honorable G.D. Morgan granted Respondents' motion in an order issued April 9, 2024.

STANDARD OF REVIEW

Appellant broadly invokes a *de novo* standard for questions of law but fails to account for the actual procedural posture of this appeal. The standard of review for the grant of a motion to dismiss under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure is *de novo*. *See Hager v. McCabe, Trotter & Beverly, P.C.*, 435 S.C. 740, 746–47, 869 S.E.2d 886, 889 (Ct. App. 2022). On appeal, the court applies the same standard as the trial court, viewing the complaint in the light most favorable to the nonmoving party. *See Williams v. Condon*, 347 S.C. 227, 233, 553 S.E.2d 496, 499 (Ct. App. 2001).

A Rule 12(b)(6) dismissal is appropriate only when the complaint fails to allege facts sufficient to constitute a cause of action. *See* S.C. R. Civ. P. 12(b)(6). In applying this standard, courts must construe the complaint liberally in favor of the plaintiff and determine whether, accepting all well-pled facts and reasonable inferences therefrom, the plaintiff is entitled to relief under any theory. *See Hager*, 435 S.C. at 746–47, 869 S.E.2d at 889; *see also Rydde v. Morris*, 381 S.C. 643, 646, 675 S.E.2d 431, 433 (2009). The court need not accept legal conclusions couched as factual allegations, nor must it ignore clear statutory prohibitions that bar the claims asserted. *See Rydde*, 381 S.C. at 646, 675 S.E.2d at 433.

A Rule 12(b)(6) dismissal may be proper where the face of the complaint reveals a legal impediment to relief, including operation of a statutory bar. Although Appellant references a *de novo* standard applicable to questions of law and certain equitable doctrines, the standard of

review in this appeal is governed by the trial court's procedural ruling on the sufficiency of the pleadings.

ARGUMENT

I. THE TRIAL COURT CORRECTLY APPLIED S.C. CODE ANN. § 40-11-370(C) TO BAR APPELLANT'S CLAIMS FOR COMPENSATION BASED ON UNLICENSED CONSTRUCTION WORK

Appellant argues that the trial court erred in applying S.C. Code Ann. § 40-11-370(C) because the underlying dispute involves a "real estate purchase contract," not a "construction contract." This argument is unavailing. South Carolina courts examine the substance of a claim rather than its form. Appellant's pleadings and admissions establish that he performed unlicensed construction work on the subject property and seeks compensation for those services. Whether framed as a breach of contract or an equitable claim, the relief Appellant seeks is statutorily barred.

A. Section 40-11-370(C) Applies to Any Claim, Legal or Equitable, Seeking Enforcement of a Contract Requiring a Contractor's License

Section 40-11-370(C) provides that an entity "which does not have a valid license as required by this chapter may not bring an action either at law or in equity to enforce the provisions of a contract." S.C. Code Ann. § 40-11-370(C) (Supp. 2023). The South Carolina Supreme Court has strictly enforced this provision, including in cases where an unlicensed or underlicensed contractor sought payment for construction work under the guise of a broader contractual relationship. *See C-Sculptures, LLC v. Brown*, 403 S.C. 51, 57–58, 742 S.E.2d 359, 361 (2013); *Columbia Pools, Inc. v. Moon*, 298 S.C. 167, 168–69, 378 S.E.2d 53, 54 (1989); *Duckworth v. Cameron*, 270 S.C. 647, 649, 244 S.E.2d 217, 218 (1978).

In *C-Sculptures*, the Court rejected the contractor's argument that its partial licensure excused the bar to recovery. It reiterated that the prohibition in § 40-11-370(C) applies regardless of good faith or equitable concerns, so long as the claim arises from unlicensed work requiring a license under Chapter 11.

B. Appellant's Own Complaint and Hearing Testimony Confirm That He Performed Construction Work and Seeks Compensation for It

Although Appellant now characterizes the dispute as arising solely from a real estate transaction, his Complaint and statements at the March 7, 2024 hearing tell a different story. Appellant expressly alleged that he contracted with Respondents "to perform repairs" on the subject property and that he personally "provided labor and materials for construction." (Compl. ¶¶ 6–9). He further testified at the hearing that he "paid every penny" for the renovation of the house and managed the work. *See* Tr. Hr'g at 7:1–9:25, *Jones v. D&B Real Estate Ventures, LLC*, No. 2024-CP-23-00312 (S.C. Ct. Com. Pl. Mar. 7, 2024).

These admissions place Appellant squarely within the category of persons barred by § 40-11-370(C): those who "perform or offer to perform" construction work without the requisite license.

C. Appellant's Own Complaint and Hearing Testimony Confirm That He Performed Construction Work and Seeks Compensation for It

The statute bars any legal or equitable action to enforce a contract requiring licensure. That bar applies regardless of whether the written contract is styled as a "purchase agreement" or whether Appellant now disclaims the label "contractor." Courts do not permit parties to circumvent regulatory statutes by artfully recharacterizing their claims. *See Earthscapes Unlimited, Inc. v. Ulbrich*, 390 S.C. 600, 610–11, 703 S.E.2d 221, 226 (2010). The dispositive inquiry is not how

Appellant labels his contract, but whether the work performed required a license under Chapter 11.

Under S.C. Code Ann. § 40-11-20(10), general construction includes "the installation, replacement, or repair of a building" or "improvement of any kind to real property." By his own admissions, Appellant performed or supervised extensive improvements to the structure in order to make it suitable for financing. This is general construction work subject to the licensing requirement, and it triggers the statutory bar under § 40-11-370(C).

D. Appellant's Attempt to Reframe the Dispute as a Real Estate Matter Is Not Supported by the Record

Even if the parties initially contemplated a property sale, Appellant's suit seeks to recover expenses incurred for improving the property. That relief is not tied to ownership but to compensation for construction activities. The statutory bar applies equally to individuals who perform construction work without a license and later sue for reimbursement—regardless of any surrounding real estate negotiations.

The trial court correctly concluded that Appellant's claims fall within the scope of S.C. Code Ann. § 40-11-370(C). Appellant seeks to recover compensation for construction work performed while unlicensed. The statute unambiguously prohibits such claims, and South Carolina courts have strictly enforced that prohibition. The judgment should be affirmed.

II. THE TRIAL COURT PROPERLY DISMISSED APPELLANT'S EQUITABLE CLAIMS FOR QUANTUM MERUIT AND UNJUST ENRICHMENT BECAUSE THEY ARE STATUTORILY BARRED

Appellant contends that, even if no enforceable contract existed, he is nonetheless entitled to recover under equitable theories of quantum meruit and unjust enrichment. This argument fails as a matter of law. The statutory bar in S.C. Code Ann. § 40-11-

370(C) applies broadly to preclude any recovery—whether legal or equitable—by an unlicensed contractor for work requiring licensure under Chapter 11.

A. Section 40-11-370(C) Bars Recovery in Both Law and Equity

The statute provides that an unlicensed entity "may not bring an action either at law or in equity to enforce the provisions of a contract." S.C. Code Ann. § 40-11-370(C) (Supp. 2023). The South Carolina Supreme Court has consistently interpreted this language as a categorical bar. *See C-Sculptures, LLC v. Brown*, 403 S.C. 51, 57–58, 742 S.E.2d 359, 361 (2013); *Columbia Pools, Inc. v. Moon*, 298 S.C. 167, 168–69, 378 S.E.2d 53, 54 (1989); *Duckworth v. Cameron*, 270 S.C. 647, 649, 244 S.E.2d 217, 218 (1978).

In *C-Sculptures*, the Court held that even partial or underlicensure precludes recovery, explaining that equitable claims cannot be used to evade a regulatory statute. The Court's reasoning is clear: "[u]nder the plain language of the statute, [the contractor] cannot bring an action either at law or in equity to enforce the provisions of the contract." 403 S.C. at 58, 742 S.E.2d at 361.

B. South Carolina Courts Have Rejected Attempts to Circumvent the Licensing Statute Through Equitable Doctrines

Appellant's reliance on *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach*, 358 S.C. 172, 595 S.E.2d 13 (2004), is misplaced. That case outlines the test for quantum meruit in general but does not override the statutory limitation imposed by § 40-11-370(C). Where a statute specifically prohibits equitable recovery for unlicensed work, courts do not apply general principles of equity to defeat that legislative intent.

In *Earthscapes Unlimited, Inc. v. Ulbrich*, 390 S.C. 600, 703 S.E.2d 221 (2010), the Supreme Court held that quantum meruit may only be available when (1) no express contract exists and (2) the licensing defense is not raised. Where the

defense is properly pled, as here, equitable recovery is barred. *See also Madren v. Bradford*, 381 S.C. 35, 43–44, 671 S.E.2d 329, 333 (Ct. App. 2008) (holding that § 40-11-370(C) is an affirmative defense that precludes equitable claims when timely raised).

C. Appellant's Complaint and Hearing Statements Confirm That His Equitable Claims Arise from Unlicensed Construction Work

Appellant seeks to recover for the value of improvements made to the subject property. His Complaint alleges he supplied labor and materials and "substantially improved" the property. He reiterated these assertions in open court, stating he "paid every penny" for the work and improvements. *See* Tr. Hr'g at 7:1–9:25, *Jones v. D&B Real Estate Ventures, LLC*, No. 2024-CP-23-00312 (S.C. Ct. Com. Pl. Mar. 7, 2024).

These admissions place Appellant's claims squarely within the ambit of § 40-11-370(C). Because the statute bars enforcement of contracts and claims in equity for work requiring licensure, Appellant's equitable claims fail as a matter of law.

D. Equity Does Not Excuse Statutory Noncompliance

Appellant argues that denying recovery would unjustly enrich Respondents. However, South Carolina courts have rejected equitable recovery in similar circumstances involving unlicensed construction. In *Columbia Pools, Inc. v. Moon*, the Supreme Court reaffirmed that an unlicensed contractor "simply cannot enforce the contract," citing *Duckworth v. Cameron* as controlling authority. 298 S.C. 167, 168, 378 S.E.2d 53, 54 (1989) (per curiam); *see also Duckworth v. Cameron*, 270 S.C. 647, 649, 244 S.E.2d 217, 218 (1978).

In *C-Sculptures, LLC v. Brown*, the Court reiterated that under S.C. Code Ann. § 40-11-370(C), an unlicensed or underlicensed party is barred from bringing

an action "at law or in equity." 403 S.C. 51, 58, 742 S.E.2d 359, 361 (2013). This prohibition encompasses claims for unjust enrichment or quantum meruit, even where the opposing party arguably benefitted from the work performed.

South Carolina's licensing statutes reflect the legislature's judgment that contractors who fail to comply with regulatory safeguards may not seek judicial compensation for unlicensed construction work. The remedy for any unfairness lies with the General Assembly—not the courts. The trial court correctly applied this statutory bar.

Appellant's claims for quantum meruit and unjust enrichment are precluded by S.C. Code Ann. § 40-11-370(C). The trial court correctly recognized that equitable remedies are not available to those who perform unlicensed work requiring a contractor's license. The dismissal of Appellant's equitable claims should be affirmed.

III. THE TRIAL COURT CORRECTLY REJECTED APPELLANT'S MISIDENTIFICATION ARGUMENT BECAUSE IT IS IRRELEVANT TO THE STATUTORY BAR AND DOES NOT ESTABLISH A RIGHT TO RECOVERY

Appellant argues that the trial court erred in granting dismissal because the purchase contract named "D&B Real Estate Investments, LLC"—an entity he asserts does not exist—rather than "D&B Real Estate Ventures, LLC." This argument is a red herring. The identity of the Respondent entity has no bearing on the applicability of S.C. Code Ann. § 40-11-370(C), which bars Appellant's claims based on his own lack of licensure. Moreover, Appellant cannot use an alleged misnomer to shift liability or create a cause of action where none exists. The trial court correctly dismissed Appellant's claims under S.C. Code Ann. § 40-11-370(C), and any alleged misnomer in the entity name does not alter the dispositive statutory analysis, nor does it create a genuine issue of material fact under South Carolina law.

A. Appellant's Claims Are Barred by Statute, Regardless of the Contracting Entity

Appellant's claims are not dismissed because of any contract formation defect attributable to Respondents. They are barred because Appellant performed or offered to perform construction work while unlicensed. The applicability of § 40-11-370(C) turns solely on Appellant's conduct—not on the precise name of the entity listed in the contract. *See C-Sculptures, LLC v. Brown*, 403 S.C. 51, 58, 742 S.E.2d 359, 361 (2013) (barring recovery where contractor lacked proper licensure, regardless of factual disputes).

Even if there were a technical discrepancy in the entity name, that would not exempt Appellant from compliance with the licensing statutes or permit him to recover under contract or equity for unlicensed work.

B. Appellant's Misnomer Theory Does Not Create a Valid Claim

South Carolina courts have held that misnaming a corporation or individual in a legal instrument does not defeat jurisdiction or liability where the intended party is apparent and has not been misled. In *Rayburn v. Dysart*, the Court of Appeals affirmed dismissal where the party was served and had actual notice, despite a naming error. The court cited a long line of authority holding that "[t]he misnomer of a corporation in a notice, summons, or other step in a judicial proceeding is immaterial if it appears the corporation could not have been, or was not, misled." *See Rayburn v. Dysart*, No. 2019-UP-225, 2019 S.C. App. Unpub. LEXIS 220 (Ct. App. June 26, 2019) (quoting *Griffin v. Capital Cash*, 310 S.C. 288, 292, 423 S.E.2d 143, 146 (Ct. App. 1992)). *See also Tri-Cty. Ice & Fuel Co. v. Palmetto Ice Co.*, 303 S.C. 237, 240, 399 S.E.2d 779, 781 (1990) (affirming enforcement of a judgment against the real party despite a misnomer); *Roche v. Young Bros. of Florence*, 318 S.C. 207, 209–10, 456 S.E.2d 897, 899 (1995) (inquiry focuses on whether the party was misled or denied notice).

Here, Appellant does not allege that he was misled. To the contrary, he affirmatively alleges that he entered the agreement with Darius Jones and Bradley Robinson, personally communicated with them, and relied on their conduct throughout the transaction. The individuals he dealt with were the Respondents named in this appeal. He cannot now claim surprise or confusion about their identity based on a typographical error.

C. The Entity Name Discrepancy Does Not Cure the Underlying Bar to Recovery

Even if Appellant could establish that the purchase contract misidentified the seller, that would not entitle him to recover for construction work performed without a valid license. His claims seek compensation for labor and materials provided in connection with improving the property, not for enforcing a real estate conveyance. The South Carolina Supreme Court has made clear that unlicensed contractors may not enforce a contract for construction services, regardless of the existence or validity of the written agreement. *See Columbia Pools, Inc. v. Moon*, 298 S.C. 167, 168–69, 378 S.E.2d 53, 54 (1989) (per curiam) (holding that a contractor who was unlicensed at the time of contract formation "simply cannot enforce the contract").

Appellant's lack of licensure—not the naming of the Respondent entity—is the dispositive defect. The trial court properly applied the statutory bar in S.C. Code Ann. § 40-11-370(C), and the naming issue is immaterial to the outcome.

IV. THE TRIAL COURT PROPERLY CONSIDERED THE AFFIDAVIT FROM LLR AND DISMISSAL WAS INDEPENDENTLY JUSTIFIED BY APPELLANT'S OWN PLEADINGS

Appellant argues that the trial court erred by considering an affidavit from a representative of the South Carolina Department of Labor, Licensing and Regulation

(LLR) on the grounds that it was improperly formatted or defective under Rule 56(e), SCRCP. This argument fails for multiple reasons. First, the affidavit was admissible and satisfied the requirements of Rule 56(e). Second, the trial court was entitled to rely on the contents of the affidavit as unrefuted evidence from a public agency. Third, even without the affidavit, the allegations in Appellant's own pleadings were sufficient to support dismissal under Rule 12(b)(6).

A. The LLR Affidavit Was Admissible and Satisfied Rule 56(e)

Rule 56(e), SCRCP, requires that affidavits supporting or opposing a motion for summary judgment must: (1) be made on personal knowledge, (2) set forth facts that would be admissible in evidence, and (3) show affirmatively that the affiant is competent to testify.

The LLR affidavit satisfied these requirements. It was executed by a representative of the agency, based on a search of official licensing records, and confirmed that Appellant did not hold a valid contractor's license at any time relevant to the claims in this case. Records maintained by public agencies are routinely admissible under the business records exception to the hearsay rule and are commonly used to establish licensure status. *See* Rule 803(8), SCRE.

Appellant's objection that the affidavit contained a "third-person narrative" or was signed in "first-person voice" is irrelevant. Rule 56(e) does not require a particular narrative style or grammatical form. What matters is that the affiant (1) had personal knowledge of the licensing records, (2) stated admissible facts, and (3) was competent to testify. The affidavit satisfied all three.

B. Appellant Offered No Evidence to Dispute the Affidavit's Contents

Even if Appellant had valid procedural objections to the format of the affidavit, he presented no evidence to dispute its substance. Under Rule 56(e),

SCRCP, "[w]hen a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response ... must set forth specific facts showing that there is a genuine issue for trial."

Here, the affidavit from the South Carolina Department of Labor, Licensing and Regulation stated that Appellant was not licensed to perform construction work in South Carolina at the relevant times. Appellant did not submit a counter-affidavit, certification, license documentation, or any other admissible evidence to refute this. Nor did he dispute the authenticity or origin of the LLR's records. His objections were limited to stylistic form, not substance.

Without any counter-evidence, the trial court was entitled to treat the affidavit's contents as undisputed and rely on it in support of dismissal. Appellant failed to carry his burden under Rule 56(e), and summary judgment was appropriate.

C. Dismissal Was Proper Even Without the Affidavit Based on the Face of the Complaint

Even if the affidavit had not been considered, the trial court's dismissal was independently proper under Rule 12(b)(6). Appellant's Complaint expressly alleges that he performed construction work on the property and supplied labor and materials. He does not allege that he held a valid contractor's license at the time of the work. These facts, taken as true, establish a statutory bar to recovery under S.C. Code Ann. § 40-11-370(C).

While affirmative defenses are typically resolved on summary judgment or at trial, a motion to dismiss may be granted when "there is no disputed issue of fact raised by an affirmative defense, or the facts are completely disclosed on the face of the pleadings, and realistically nothing further can be developed by pretrial

discovery or a trial." *Spence v. Spence*, 368 S.C. 106, 122, 628 S.E.2d 869, 878 (2006). That is the case here. Because Appellant's unlicensed status and the nature of the work performed are admitted in the pleadings, dismissal was appropriate.

V. APPELLANT'S ALLEGATIONS OF FRAUD AND TITLE DEFECTS ARE UNSUPPORTED BY THE RECORD AND DO NOT OVERCOME THE STATUTORY BAR TO RECOVERY

In a final attempt to avoid dismissal, Appellant contends that the contract at issue is void or otherwise unenforceable because it was signed by "D&B Real Estate Investments, LLC"—an entity not registered with the South Carolina Secretary of State—and that Respondents thereby committed fraud or clouded title to the subject property. These arguments fail for two independent reasons. First, Appellant seeks to enforce the same agreement he now characterizes as fraudulent. Second, the statutory bar to recovery under S.C. Code Ann. § 40-11-370(C) applies regardless of the contract's enforceability.

A. Appellant Cannot Simultaneously Enforce and Disavow the Contract

Appellant's own Complaint seeks to enforce the agreement. He asserts causes of action for breach of contract and seeks equitable compensation under quantum meruit and unjust enrichment—each based on work he allegedly performed pursuant to the contract. Having invoked the contract to obtain compensation, Appellant cannot simultaneously claim it is void in order to avoid its consequences.

Appellant's fraud and title-based theories rest on the assertion that the agreement is void because it was signed by a non-existent entity. However, Appellant's claims—whether styled as breach of contract, quantum meruit, or unjust enrichment—all seek compensation based on that very agreement and the work allegedly performed in reliance upon it. Having invoked the contract as the

basis for relief, Appellant cannot now disavow it as fraudulent or void in an effort to create liability. South Carolina courts prohibit this type of inconsistent legal position. As the Court of Appeals recently reaffirmed, "[a] party may not rely on the contract when it works to its advantage, and repudiate it when it works to its disadvantage." *Dixon v. Pattee*, 442 S.C. 233, 258, 898 S.E.2d 158, 175 (Ct. App. 2023) (cleaned up). That principle applies with full force here. Appellant cannot affirm the contract to seek payment while denying its validity to avoid the statutory bar in § 40-11-370(C).

To the extent Appellant claims that Respondents committed fraud by misidentifying the contracting entity, such a claim must be pled with particularity under Rule 9(b), SCRCP, and proven "by clear, cogent, and convincing evidence." *Ardis v. Cox*, 314 S.C. 512, 516, 431 S.E.2d 267, 270 (Ct. App. 1993). Appellant has made no such showing. His Complaint does not allege facts showing any misrepresentation of material fact, intent to deceive, reasonable reliance, or resulting damages—all elements required to state a cause of action for fraud. *See id.*

B. The Statutory Bar Applies Regardless of Contract Validity

Appellant's fraud and title-based arguments are both legally and factually deficient. He cannot assert rights under a contract while simultaneously claiming it is void. Nor can he avoid the statutory bar by reframing his claims as sounding in fraud or misrepresentation. The trial court correctly recognized that Appellant's unlicensed status foreclosed recovery under any theory. The judgment should be affirmed.

C. The Alleged Misnomer in the Contract Does Not Support a Fraud or Title Claim

Appellant's suggestion that the contract was fraudulent due to the use of "D&B Real Estate Investments, LLC" is without merit. Courts in South Carolina have long held that a misnomer does not render an agreement void, so long as the intended parties can be identified and no prejudice results. *See Rayburn v. Dysart*, Op. No. 2023-UP-086 (S.C. Ct. App. filed Feb. 22, 2023) (affirming amendment of judgment to reflect correct entity name and rejecting argument that default judgment was invalid due to misnaming).

Moreover, Appellant has not pled a fraud claim with the particularity required by Rule 9(b), SCRCP. He alleges no facts showing that any Respondent made a false representation of material fact with intent to deceive, that he reasonably relied on such a misrepresentation, or that he suffered damages independent of the compensation he now seeks for his own unlicensed work. His attempt to characterize the contract name issue as fraud is unsupported by the record and legally insufficient.

Appellant's fraud and title-based theories fail as a matter of law. He cannot simultaneously enforce and disavow the contract. More importantly, § 40-11-370(C) bars recovery based on the work performed, not the validity of the contract. The trial court correctly found these arguments unavailing and properly dismissed the Complaint under Rule 12(b)(6). The judgment should be affirmed.

CONCLUSION

For the foregoing reasons, the trial court's Order granting Respondents' Motion to Dismiss should be affirmed in its entirety. Appellant's claims are barred by the plain language of S.C. Code Ann. § 40-11-370(C), as his own pleadings and the record confirm that he engaged in unlicensed construction work. The statutory prohibition applies regardless of the theory under which he

seeks recovery—whether contractual, equitable, or otherwise. Moreover, Appellant's procedural defaults and failure to timely perfect his appeal further support dismissal.

Appellant's arguments are inconsistent with settled South Carolina law and ignore binding precedent. The trial court properly applied the licensing statute and correctly dismissed all claims pursuant to Rule 12(b)(6), SCRCP. This Court should affirm the trial court's decision and bring this matter to a close.

Respectfully submitted,

s/Ra'na Heidari
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CERTIFICATE OF SERVICE

I, the undersigned attorney for the Respondents D&B Real Estate Ventures, LLC, Darius Jones and Bradley Robinson, do hereby certify that I have served the Respondents' Initial Brief and Designation of Matters on the Appellant, Christopher Jones by sending a copy via email to intljonesc@gmail.com and via mail to 309 Perry Ave., Greenville, SC 29601. I also certify that I have served the Respondents' Initial Brief and Designation of Matters on the South Carolina Court of Appeals by depositing it in the United States Mail, postage prepaid, on July 28, 2025, addressed to The Honorable Jenny Abbott Kitchings, Clerk of Court, P.O. Box 11629, Columbia, SC 29211, and by electronic mail at: ctappfilings@sccourts.org.

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July 28, 2025

Via U.S. Mail and Email
The Honorable Jenny Abbott Kitchings
Clerk of Court
SC Court of Appeals
P.O. Box 11629
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RE: Christopher Jones v. D&B Real Estate Ventures, LLC; Darius Jones; Bradley Robinson
Circuit Court Case No.: 2024-CP-23-00312
Appellate Case No.: 2024-00731

Dear Ms. Kitchings,

Please find enclosed herewith for service upon the court Respondents' Initial Brief and Designation of Matter, along with a Certificate of Service for same.

Should you have any questions or concerns, feel free to contact our office.

Regards,

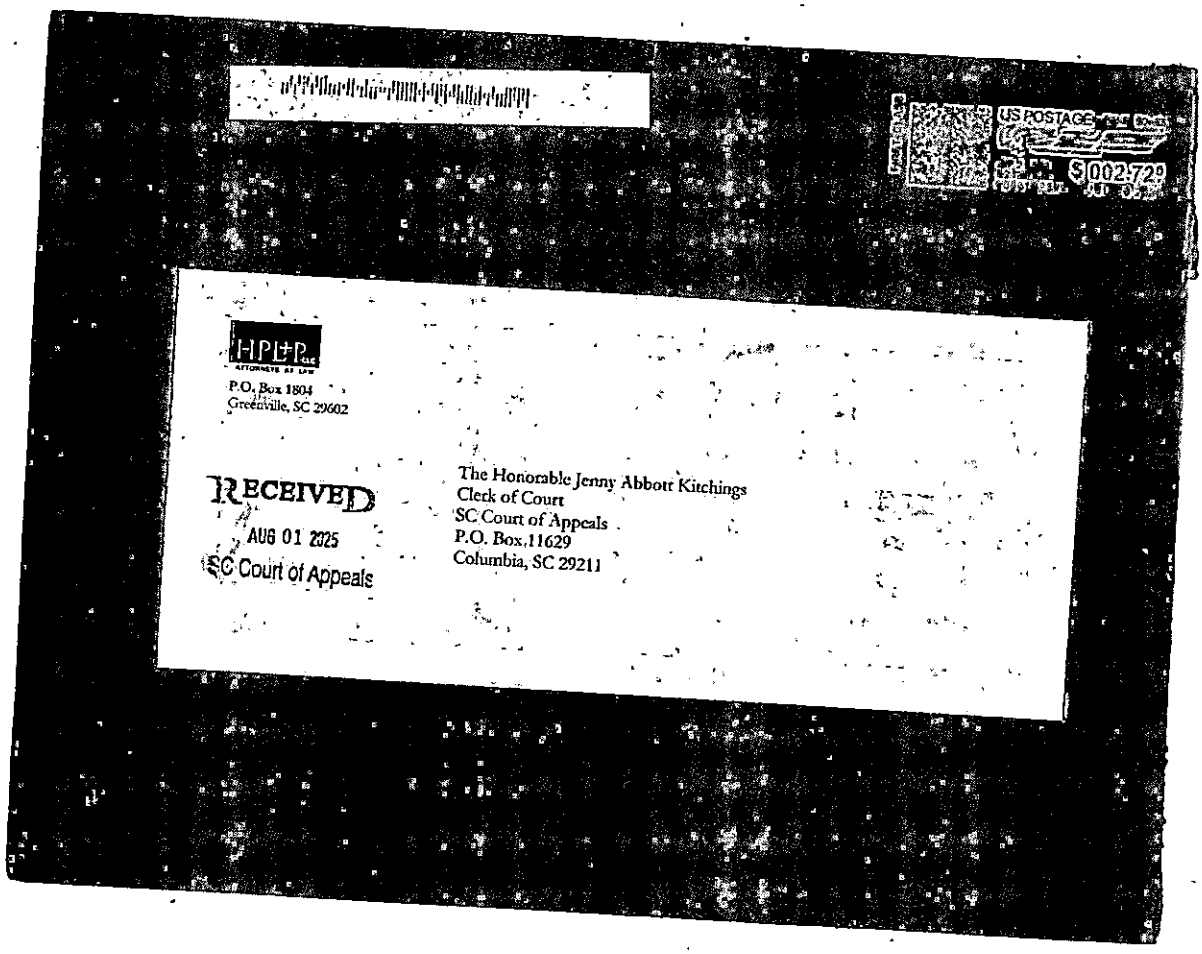
HOLDER PADGETT LITTLEJOHN + PRICKETT, LLC

Carolyn Denney

Carolyn Denney
Paralegal

Enclosures

cc: *Christopher Jones*



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The Honorable Jenny Abbott Kitchings
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