THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM THE LEXINGTON COUNTY COURT OF COMMON PLEAS
Walton J. McLeod, Circuit Court Judge
Case No.: 2022-CP-32-01932
Appellate Case No. 2025-000905

Bundy McDonald, LLC, Appellant,

vs.

WECO River District, LLC, Respondent.

APPELLANT'S INITIAL REPLY BRIEF

BUNDY MCDONALD, LLC

s/W.H. Bundy, Jr.
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October 23, 2025

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STATEMENT OF REPLY ARGUMENTS

(1) The lower court committed errors of law by failing to award the amount owed under The Contract pursuant to the plain and unambiguous language of The Contract because Respondent received significant "relief obtained" in The Arbitration[1].

(2) The order of the lower court in this non-jury case committed errors of law in failing to make separate findings of fact and conclusions of law in accordance with the plain language of Rule 52, SCRCP; and this is prejudicial error.

(3) The order of the lower court failed to award pre-judgment interest according to plain language of S.C. Code Ann. Section 34-31-20.

PRELIMINARY STATEMENT OF THE REPLY

Respondent's arguments and the lower court's order are in error. First, the lower court's order institutes a complete reformation of the plain and unambiguous terms of The Contract.[2] Quite simply, either the amounts due under The Contract are owed by Respondent or they are not. There are no counterclaims by Respondent. Again, the only cause of action in this matter is for breach of contract brought by Appellant against Respondent. Second, the lower court's order attempts to rescind a valid and enforceable contract. However, Respondent did not plead, prove or otherwise allege a cause of action for recission **OR** reformation of The Contract. As such, both the Respondent and the lower court improperly disregarded the existence of The Contract and its plain and unambiguous terms. The order of the lower court represents a complete disregard of contract law.

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[1] The action arose out of an unpaid legal fee earned pursuant to relief obtained in an arbitration ("The Arbitration") that Appellant was hired to take over and represent the Respondent, WECO River District, LLC (hereinafter sometimes called "Respondent" or "Client").

[2] As stated in Appellant's Brief, on November 15, 2019, the parties entered into an amended valid and enforceable contract based upon an hourly fee arrangement and a reverse contingency fee ("The Contract"). (Plaintiff's Ex. 7)(R. p.).

REPLY LEGAL ARGUMENTS

I. The lower court committed errors of law by failing to award the amount owed under The Contract pursuant to the plain and unambiguous language of The Contract because Respondent received significant "relief obtained" in The Arbitration.

The lower court erred in failing to enforce the plain and unambiguous language of The Contract. It is undisputed that Respondent **OBTAINED RELIEF** in The Arbitration which Appellant handled to its conclusion. (Plaintiff's Ex. 7)(R. p.). It is undisputed that this **RELIEF** was subject to a 25% fee to Appellant—in the now outstanding amount of $197,258.45. (Plaintiff's Ex. 7)(R. p.). The plain language of the terms of The Contract were satisfied. Though Respondent pled an affirmative defense of "set off", no such "set-off" was proven by Respondent or awarded by the lower court. Instead, Respondent's proposed order—signed by the lower court—improperly reformed and rescinded the terms of The Contract to avoid paying the attorney's fee owed. There is no basis in the pleadings, proof, or law of this State for such a reformation or recission of The Contract.

In its twenty-four (24) page order, lower court quotes the relevant portions of The Contract on a mere two (2) occasions. (March 13, 2025 Order R. p.). It proceeds, though, to ignore that plain language of **"RELIEF OBTAINED"**.

The very excruciating part of this matter is that Respondent **DID** receive the relief obtained by the services of Appellant in The Arbitration. There is no evidence in the record to dispute the monetary relief obtained by Respondent. Respondent simply does not want to live up to The Contract they signed. They want something for free. How can this Court let this be?

The Appellant is entitled to the amounts owed pursuant to the The Contract.

II. The order of the lower court in this non-jury case committed errors of law in failing to make separate findings of fact and conclusion of law in accordance with the mandate of Rule 52, SCRCP.

Rule 52, SCRCP, is clear that a trial court—sitting without a jury—"shall find the facts specially and state separately its conclusions of law thereon." The Trial Court failed to make any such separation. This failure is compounded by the fact that the Trial Court also improperly attempted to reform or rescind the plain and unambiguous language of The Contract in its order—even though no such causes of action were pled or tried before it. Both recission and reformation are equitable causes of action. See *Johnson v. S.C. National Bank*, 292 S.C. 51, 354S.E.2d 895 (1987); *Chet Adams Co. v. James F. Pederson, Co.*, 308 S.C. 410, 418 S.E.2d 337 (Ct.App. 1992). In reviewing equitable matters, the Court of Appeals may review the facts based on its own view of the preponderance of the evidence. *Williams v. Wilson*, 349 S.C. 336, 339-40, 563 S.E.2d 320, 322 (2002). Moreover, reformation must be shown by clear and convincing evidence. *Sims v. Tyler*, 276 S.C. 640, 642, 281 S.E.2d 229, 230 (1981). As such, the standard of review applicable to this appeal would not only be pure speculation—vitiating the very purpose of the requirements of Rule 52, SCRCP—but also result in great prejudice to the Appellant as the standard of review would actually be unknown. Are we in Equity? Are we at Law? Is the standard of review clear and convincing? Is the standard of review something else? The lower court did, however, specifically find that it was making its rulings pursuant to a "preponderance of the evidence" standard. (March 13, 2025 Order R. p.). This alone is reversible error due and owing to its application of the unpled equitable principles of reformation and recission to this matter.

This standard of review conundrum expressly demonstrates the absurdity of the Respondent's position and the lower court's Order. The lower court has no discretion to ignore the plain language of The Contract and unilaterally "rule" or "order" what it believes to be fair. Again, the plain terms of The Contract control the amount owed. As such, the lower court's order must be reversed.

III. The order of the lower court failed to award pre-judgment interest according to plain language of S.C. Code Ann. Section 34-31-20.

The amount owed under The Contract was a sum certain. As such, Appellant is entitled to pre-judgment interest pursuant to S.C. Code Ann. Section 34-31-20.

The lower court erred in refusing to award pre-judgment interest in the amount of $78,808.05. (Trial Transcript, p. 50) (R. p.).

CONCLUSION

For the reasons stated herein, the orders of the lower court should be reversed and judgment entered in favor of Appellant against Respondent pursuant to the plain language of the Contract in the full amount of its claim of $276,066.05. This matter should be remanded to the lower court for the sole purpose of calculating pre-judgment interest through the date of the remittitur from this Court.

[Signature Page Follows]

Respectfully,

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