

RECEIVED

Oct 30 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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

Opinion No. 6106 (S.C. Ct. App. refiled July 30, 2025)

TCC of Charleston, Inc., Petitioner-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-Petitioners,

REPLY TO TCC OF CHARLESTON,
INC.'S RETURN TO THE PETITION FOR
A WRIT OF CERTIORARI

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-Petitioners Except for Betty Beatty

TCC's Return does not explain away the problems identified in the Petition—it underscores them. First, on interest, the Court of Appeals misapplied Renaissance and ignored Russo. Russo governs Rule 67 deposits pending merits review and halts further accrual when the debtor surrenders the funds' use. Renaissance concerned post-appeal supplemental proceedings and cannot be stretched to override contractual termination language in the Corrected Award. The panel's "until judgment is entered" clause ends contractual interest on March 11, 2021. As such, the Court of Appeals' contrary reading rewrites both the award and settled Rule 67 practice.

Second, on fees, TCC expressly declined a quantum hearing after the Master reviewed unredacted records in camera and entered a reasoned award under Jackson. Having invited the alleged procedural omission, TCC cannot obtain remand to pursue the very hearing it waived. The Court of Appeals' remand disregards waiver and judicial economy.

Third, on the lien waiver and release, the arbitrators' refusal to enforce the clear, notarized February 8, 2016 lien waiver—without any post-release conduct waiving its terms—manifestly disregarded controlling South Carolina law on unambiguous contracts, the parol evidence rule, and the limits of waiver and estoppel. The Return's reliance on pre-release conduct cannot defeat a later-in-time release.

Fourth, the stone tower allocation was outside the matter submitted to arbitration. The dispute was confined to Pay Application 18 and Change Order 10. The exploratory stone tower work occurred after completion, outside the Project scope and the arbitration submission. Section 15-48-140(a)(2) compels modification.

Finally, the Corrected Award was not "reasoned" within the parties' agreement. Conclusory references to "credible testimony" and post hoc substitutions to preserve a bottom line do not provide the necessary rationale linking facts with governing principles and the result.

Because the decision below conflicts with established South Carolina law and presents important recurring questions on Rule 67 deposits, enforcement of unambiguous releases, arbitral scope, and the meaning of a “reasoned award,” the Court should grant the Petition and provide the requested relief.

Respectfully submitted,

WOMBLE BOND DICKINSON (US) LLP

A handwritten signature in blue ink, appearing to read "Cordes Ford", is centered below the firm name.

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 Petitioners Except for Betty Beatty

October 30, 2025
Charleston, South Carolina

RECEIVED

Oct 30 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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 all Respondents-Petitioners Except for Betty Beatty's **REPLY TO TCC OF CHARLESTON, INC.'S RETURN TO THE PETITION FOR A WRIT OF CERTIORARI** on all other parties to this matter via electronic mail on October 30, 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
Attorney for Appellant/Respondent

Michelle N. Endemann, Esquire
497 St. Andrews Blvd.
Charleston, SC 29407
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@ycrlaw.com
sbarr@ycrlaw.com
rhines@ycrlaw.com
*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

October 30, 2025
Charleston, South Carolina

EXHIBIT A

From: [Casey, Carol](#)
To: [Jaan Rannik](#); mendemann@clarksonwalsh.com; [Buckley, Edward D. \(Ed\)](#); sbarr@ycrlaw.com; [Hines, Russell](#); [Gwyn Martin](#); [Bell, Pollyana \(Polly\)](#)
Cc: [Ford, Cordes](#); [Walden, Andrew](#); [Grimball, Henry](#)
Subject: TCC of Charleston, Inc. v. Concord and Cumberland, et al., App Case No. 2021-000272 - Respondent/Appellants except Betty Beatty's
Date: Thursday, October 30, 2025 4:15:13 PM
Attachments: [2025.10.30 Reply to TCC of Charleston, Inc.'s Return to Petition for a Writ of Certiorari.pdf](#)
[image382026.png](#)
[image486980.png](#)
[image156001.png](#)
[image315167.png](#)

Attached for service, please find the Reply to TCC of Charleston, Inc.'s Return to the Petition for a Writ of Certiorari, by all Respondents/Appellants except for Betty Beatty.

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

5 Exchange Street

PO Box 999 (29402)

Charleston, SC 29401



womblebonddickinson.com

