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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
Honorable Edgar W. Dickson, Circuit Court Judge

Appellate Case No. 2025-002188

Andrew Pampu, Amanda Pampu, and John Pampu, ... Petitioners-Respondents,

v.

Clawson Fargnoli, LLC, Samuel R. Clawson Jr, Esq., Christina R. Fargnoli, Esq., Barrett R. Brewer, Esq., and Brewer Law Firm, LLC, ... Respondents-Petitioners.

RESPONDENTS-PETITIONERS' JOINT RETURN TO PETITIONERS-RESPONDENTS' PETITION FOR WRIT OF CERTIORARI

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QUESTIONS PRESENTED

1. Did the Court of Appeals correctly affirm the Circuit Court's dismissal of the Breach of Fiduciary Duty claim based on long-standing precedent?

2. Did the Court of Appeals correctly affirm the Circuit's finding that John and Amanda Pampu lacked standing to pursue claims against Respondents-Petitioners?

3. Did the Court of Appeals correctly affirm the dismissal of the breach of contract claims against the Respondents-Petitioners law firms pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure?

STATEMENT OF THE CASE

Petitioners-Respondents filed a Complaint on March 19, 2021. Appendix ___. The Complaint was not accompanied by an affidavit as required by S.C. Code Ann. § 15-36-100. They filed an Amended Complaint on April 30, 2021. Appx. ___. After Respondents-Petitioners filed a Motion to Dismiss on May 9, 2021, Petitioners-Respondents filed a Second Amended Complaint on June 16, 2021. Appx. ___. The Circuit Court dismissed all the causes of action set forth in the Second Amended Complaint by Orders dated June 23, 2022. Appx. ___; ___. Thereafter, the Circuit Court denied Petitioners-Respondents' Motion for Reconsideration by Order dated October 23, 2023. The Court of Appeals affirmed the dismissal of all claims, except for the claim for legal malpractice, by Opinion dated July 30, 2025. The Court of Appeals denied all parties' petitions for rehearing by Order dated September 29, 2025. Petitioners-Respondents filed their Petition for Writ of Certiorari to this Court on October 29, 2025. Respondents-Petitioners submit this Return pursuant to Rule 242(f), SCACR.

ARGUMENT

I. Facts of the Case.

The facts of this case are taken from the Second Amended Complaint. This case stems from Petitioners-Respondents' allegations of legal professional negligence against Respondents-Petitioners Clawson Fargnoli, LLC, Samuel R. Clawson, Jr., Esq., and Christina R. Fargnoli, Esq. ("the Clawson Fargnoli Respondents") and Barrett R. Brewer, Esq. and Brewer Law Firm, LLC ("the Brewer Respondents") (collectively, "Respondents-Petitioners"). On November 2, 2017, Respondents agreed to represent Petitioner-Respondent Andrew Pampu in two preexisting lawsuits: one pending in the U.S. District Court for the District of South Carolina (the "Federal Case") asserting Title IX and other claims against Clemson University and another pending in a Court of Common Pleas in South Carolina (the "State Case") asserting defamation, civil conspiracy, and other tort claims against, *inter alia*, Erin Wingo, who submitted to Clemson University claims of sexual misconduct against Petitioner-Respondent Andrew Pampu. [*See* Second Amended Complaint, p. 4, ¶ 13, Appx. ___]. Notably, neither Petitioner-Respondent Amanda Pampu nor Petitioner-Respondent John Pampu were parties to either the Federal Case or State Case, nor were they signatories to any settlement agreement.

Prior to the institution of the Federal Case and the State Case, the University accused Petitioner-Respondent Andrew Pampu of engaging in "nonconsensual sexual activities" with fellow student Erin Wingo, found him liable for such conduct, and punished him with suspension. [*See* Second Amended Complaint, pp. 5-6, ¶ 19, Appx. ___]. As the South Carolina Court of Appeals noted, the "genesis of this troubling litigation is a night of drunkenness at a college fraternity party on October 24, 2015." *Pampu v. Wingo*, 446 S.C. 236, 243, 918 S.E.2d 717, 721 (Ct. App. 2025). "Ultimately, an administrative hearing board found that Ms. Wingo was incapacitated and unable to give consent to sexual intercourse and that Pampu should have

reasonably known." *Id.* at 246, 918 S.E.2d at 723. Petitioner-Respondent Andrew Pampu thereafter appealed the University's administrative hearing decision. [*See* Second Amended Complaint, p. 6, ¶ 20, Appx. ___]. The appeals process resulted in the imposition of heavier sanctions against Petitioner-Respondent Andrew Pampu, including increasing his suspension period. [*See* Second Amended Complaint, p. 6, ¶ 21, Appx. ___]. Petitioner-Respondent Andrew Pampu thereafter sued the University in the Federal Case, "alleging, among other things, violation of Title IX of the Education Amendments of 1972, failure to provide [Andrew Pampu] with procedural due process, breach of contract, breach of covenant of good faith and fair dealing, negligence, promissory estoppel, and for a declaratory judgment." [Second Amended Complaint, p. 5, ¶ 16, Appx. ___].

As part of the Federal Case, Respondents-Petitioners represented Andrew Pampu during court-ordered mediation on March 21, 2018. [*See* Second Amended Complaint, p. 8, ¶ 37, Appx. ___]. Before the mediation, Petitioner-Respondents purportedly sent Respondents-Petitioners an email stating Andrew Pampu's goals for the mediation. [Second Amended Complaint, p. 8, ¶ 36, Appx. ___]. At the conclusion of the mediation session, "[Petitioner-Respondent Andrew Pampu] signed the 'Settlement Agreement.'" [Second Amended Complaint, p. 9, ¶ 39, Appx. ___; *see* also Joint Memorandum in Support of Motion to Dismiss Second Amended Complaint, Exhibit A, Appx. ___]. There are no allegations that Mr. Pampu was subject to duress or was otherwise forced to sign the settlement agreement.

Petitioners-Respondents contend that "[t]he Settlement Agreement conflicted with the goals explained in the March 2, 2018 email and conflicted with the goals of both the Federal Case and the State Case. [Second Amended Complaint, p. 9, ¶ 41, Appx. ___]. After the settlement agreement was reached on mutually agreeable terms at the mediation in the Federal Case, however, Petitioner-Respondent Andrew Pampu developed "buyer's remorse" and attempted to abandon the

settlement. [*see* Second Amended Complaint, pp. 9, 11-12, ¶¶ 40, 54-57, Appx. ___]. On or about May 8, 2018, Petitioners-Respondents terminated the attorney-client relationship with Respondents-Petitioners and sought new counsel. [*See* Second Amended Complaint, p. 10, ¶¶ 47 48, Appx. ___]. The University filed a motion to enforce the settlement, which the district court ultimately granted. [*See* Second Amended Complaint, pp. 11-12, ¶¶ 55-57, Appx. ___].

Approximately one year after filing the Federal Case, Petitioner-Respondent Andrew Pampu sued his accuser, Erin Wingo, along with her father and another former Clemson student, in the State Case, asserting claims for defamation, abuse of process, intentional infliction of emotional distress, and civil conspiracy. [*See* Second Amended Complaint, p. 6, ¶ 24, Appx. ___]. While the Federal Case resolved at mediation, the State Case remained pending at the time Petitioners-Respondents filed their Second Amended Complaint in this action. On March 25, 2022, following a jury trial, a jury returned a verdict in favor of Petitioner-Respondent Pampu in the State Case and awarded him a total of $5.3 million. Following post-trial motions, the Circuit Court entered judgment in favor of Mr. Pampu in the amount of $2.3 million on July 11, 2022. [*See Andrew Pampu v. Erin Wingo et al.*, Case No. 2017-CP-39-00709, in the Court of Common Pleas in Pickens County, South Carolina]. By decision dated June 11, 2025, the Court of Appeals reversed the judgment and remanded to the trial court for entry of judgment notwithstanding the verdict in favor of all Defendants. *Pampu v. Wingo*, 446 S.C. 236, 276, 918 S.E.2d 717, 739 (Ct. App. 2025). This Court may take judicial notice of the filings in the Federal Case and the State Case (including the appeal). *See, e.g., Tobias v. Rice*, 386 S.C. 306, 312, 688 S.E.2d 552, 555 (2010)(taking judicial notice of a Supreme Court suspension of a lawyer in a related case); *Ins. Comm'n v. New S. Life Ins. Co.*, 270 S.C. 612, 635, 244 S.E.2d 289, 301 (1978) (taking judicial notice of a lower court proceeding); *Wise v. Wise*, 394 S.C. 591, 601, 716 S.E.2d 117, 122 (Ct.

App. 2011) ("A court can take judicial notice of its own records, files[,] and proceedings for all proper purposes including facts established in its records.") (*quoting Freeman v. McBee*, 280 S.C. 490, 494, 313 S.E.2d 325, 327 (Ct. App. 1984) (alteration in original).

Petitioners-Respondents allege "[t]he Lawyers failed to meet the minimum standard or care thereby breaching professional duties to the [Pampus] to adequately and competently provide legal services, counsel and advice regarding all claims and causes of action asserted in the Federal Case and in the State Case, and otherwise acted in a negligent, grossly negligent, willful, wanton and reckless manner to protect, preserve and advanced the rights and interests of the [Pampus]; meet the goals of the Federal Case mediation; the goals of the Federal Case litigation; and the goals of the State Case." [Second Amended Complaint, p. 17, ¶ 83, Appx. ___].

Respondents-Petitioners filed motions to dismiss, asking the trial court to dismiss Appellants' Second Amended Complaint in its entirety. [*See* Brewer Motion to Dismiss Second Amended Complaint, R. pp. 194-97; *and* Clawson Fargnoli Motion to Dismiss Second Amended Complaint, R. pp. 169-72]. After a hearing, the trial court issued separate orders granting Respondents-Petitioners' respective motions to dismiss and dismissing Petitioners-Respondents' Second Amended Complaint in its entirety. [*See* Order Granting Brewer Motion to Dismiss, R. pp. 6-18; *and* Order Granting Clawson Fargnoli Motion to Dismiss, R. pp. 19-30]. Petitioners-Respondents thereafter filed a Motion for Reconsideration and to Alter or Amend the Orders Granting Defendants' Motions to Dismiss [*see* R. pp. 277-84], which the trial court denied. [*See* Order Denying Motion for Reconsideration, R. pp. 1-2].

On November 14, 2023, Petitioners-Respondents served a Notice of Appeal, appealing three orders issue by the trial court: (1) June 23, 2022 Order Granting Motion to Dismiss for the Brewer Respondents, (2) June 23, 2022 Order Granting Motion to Dismiss for the Clawson

Fargnoli Respondents, and (3) October 23, 2023 Order Denying Appellants' Motion for Reconsideration and to Alter and/or Amend the two aforementioned orders.

After submission of the parties' final briefs, the Court of Appeals heard oral argument on March 6, 2025. On July 30, 2025, the Court of Appeals issued its Opinion in this case, affirming in part and reversing in part the Circuit Court's decision, such that only Andrew Pampu's claim for legal malpractice remains pending. Specifically, the Court of Appeal held that Petitioners-Respondents' breach of fiduciary duty claim was properly dismissed because it "is duplicative and arises from the same set of facts as their claim for legal malpractice"; that Amanda and John Pampu lacked standing to assert any claim against Respondents-Petitioners "for any actions arising out of the federal or state lawsuit" because they were not parties to those lawsuits and did not sign the settlement agreement at issue; and that Petitioners-Respondents' breach of contract claim was properly dismissed because their complaint "fails to allege how [Respondents-Petitioners] breached any agreement." Opinion, pp. 3-4.

II. The South Carolina Court of Appeals correctly decided all legal issues raised by Petitioners-Respondents in their Petition.

Petitioners-Respondents raise several arguments in attacking the Court of Appeals' decision. First, they argue the Circuit Court and the Court of Appeals erred in dismissing and affirming the dismissal of the breach of fiduciary duty cause of action, respectively. Next, they argue Petitioners-Respondents John and Amanda Pampu have sufficient standing to pursue independent claims against Respondents-Petitioners. Finally, they argue the Court of Appeals wrongfully affirmed the dismissal of the breach of contract claims. For the reasons explained herein, the Court should deny the Petition.

A. The Court of Appeals correctly affirmed the Circuit Court's dismissal of the duplicative Breach of Fiduciary Duty claim.

Petitioners-Respondents argue the Court of Appeals' opinion affirming the dismissal of the breach of fiduciary duty claim was improper. However, the Court of Appeals correctly affirmed that the breach of fiduciary duty claim was duplicative of the professional negligence claim. Moreover, the Court of Appeals properly rejected the argument that the breach of fiduciary duty claim could be alleged alternatively pursuant to Rule 8(a) of the South Carolina Rules of Civil Procedure.

1. The Breach of Fiduciary Duty Claim is duplicative.

The trial court did not err in holding that Petitioners-Respondents failed to state a claim for breach of fiduciary duty. "To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty owed to the plaintiff by the defendant, and (3) damages proximately resulting from the wrongful conduct of the defendant*." RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 335–36, 732 S.E.2d 166, 173 (2012) (*citing Moore v. Moore*, 360 S.C. 241, 599 S.E.2d 467 (Ct. App. 2004)).

Petitioners-Respondents attempt to draw a distinction between the professional negligence claims and the breach of fiduciary duty claims based on timing. Petition at 6. They claim the breach of fiduciary duty claims arose after Petitioners-Respondents fired the Lawyers. *Id.* Conversely, they contend the professional negligence claims arose before Petitioners-Respondents fired the Lawyers. *Id.* The Second Amended Complaint contradicts this distinction, where Petitioners-Respondents allege ***"[a]t all relevant times, a client-lawyer relationship existed between the Does, on the one hand as clients, and the Lawyers, on the other, as the lawyers***, regarding all claims and causes of action involving the Federal Case and the State Case." [Second Amended Complaint, p. 18, ¶ 88, Appx. ___] (emphasis added). Further confirming the duplication of claims,

Petitioners-Respondents incorporated and reiterated ***verbatim*** all of the factual allegations of the professional malpractice claim. *Id.* at ¶ 87. The attorney-client relationship forms the basis for the fiduciary duty alleged to be breached and renders such claims duplicative. *See*, *e.g.*, *RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 336–37, 732 S.E.2d 166, 173 (2012)(discussing the fiduciary duty as an inherent duty in the attorney-client relationship); *Gibson v. Epting,* 426 S.C. 346, 353, 827 S.E.2d 178, 182 (Ct. App. 2019)(same).

The Circuit Court correctly found that the breach of fiduciary duty claims duplicative of Petitioners-Respondents' professional negligence claim. Appx. 14-15. Citing *Spence v. Wingate*, 395 S.C. 148, 716 S.E.2d 920 (2011), the Circuit Court acknowledged that the attorney-client relationship is a fiduciary one. *See, e.g.,* Appx. 14. And citing *Gibson v. Epting*, 426 S.C. 346, 827 S.E.2d 178 (Ct. App. 2019), the Circuit Court correctly held that where both claims arise out of the attorney-client relationship, as they do here, and the rest on the same operative facts, the breach of fiduciary duty claim is duplicative. *Id.* Because the breach of fiduciary duty claim is "encompassed by the claim for legal malpractice", the Circuit Court dismissed it. Appx. 15. The Court of Appeals affirmed the Circuit Court, citing *RFT Mgmt*., *supra*.

In assigning error, Petitioners-Respondents claim the Court of Appeals erroneously relied on *RFT Mgmt. Co. v. Tinsley & Adams, LLC, supra*. However, Petitioners-Respondents do not specify how the Court of Appeals is wrong in its opinion. Moreover, Petitioners-Respondents do not state why the Court's reliance on *RFT Mgmt. Co.* is misplaced. In support of their assignment of error, Petitioners-Respondents do not cite one case, statute, or other authority. In fact, their entire argument is conclusory in nature and therefore abandoned. *See Whitehurst v. Town of Sullivan's Island,* 446 S.C. 137, 157, 919 S.E.2d 402, 413 (2025)(deeming conclusory arguments are abandoned). "An issue is deemed abandoned and will not be considered on appeal if the

argument is raised in a brief but not supported by authority." *Bryson v. Bryson*, 378 S.C. 502, 510, 662 S.E.2d 611, 615 (Ct. App. 2008).

2. Rule 8(c), SCRCP, does not permit alternative pleading here.

Petitioners-Respondents argue they should be allowed to plead a breach of fiduciary duty claim in the alternative pursuant to Rule 8(c), SCRCP. In doing so, they attempt to extrapolate a rule from *Smith v. Hastie*, 367 S.C. 410, 626 S.E.2d 13 (Ct. App. 2003) that the Court of Appeals in that opinion never articulated. In *Hastie*, the Court of Appeals considered the narrow question of whether claims for breach of fiduciary duty and professional negligence were barred by the statute of limitations or collateral estoppel. In that case, the Court of Appeals ruled they were not. *Id.* at 417-19, 646 S.E.2d at 17-18. What the Court of Appeals did not consider is whether a plaintiff can allege these claims alternatively. The parties simply did not argue it.

In addition to misconstruing *Hastie*, Petitioners-Respondents' argument defies logic and undercuts the reasoning articulated by the cases dismissing duplicative claims. The professional malpractice claim here "necessarily encompasses" the fiduciary duty claim, *RFT Mgmt. Co.,* 399 S.C. at 336, 732 S.E.2d at 173, such that they are duplicative. Duplicative claims are identical claims. *See, e.g.*, *Black's Law Dictionary* 503 (6th ed. 1990) (defining "duplicate" as a verb meaning to "reproduce exactly"). As a result, a party cannot allege an alternative, identical claim. That would be tantamount to allowing the Petitioners-Respondents to allege a legal malpractice claim and, alternatively, a legal malpractice claim, creating a logical fallacy.

Similarly, the courts of this State have consistently rejected duplicative claims. Citing *RFT Mgmt., supra*, this Court in *Hood v. United Servs. Auto Ass'n*, 445 S.C. 1, 910 S.E.2d 767 (2025) held that a negligence claim would be "entirely duplicative" of a bad faith claim and failed as a matter of law. *Id.* at 11, 910 S.E.2d at 772. Duplicate claims fail as a matter of law. That is why, in *Gibson v. Epting*, 426 S.C. 346, 827 S.E.2d 178 (Ct.App. 2019), the Court of Appeals, after

noting the duplication between legal malpractice and breach of fiduciary duty, "only address[ed] [the] claim for legal malpractice." *Id.* at 353, 827 S.E.2d at 182. Petitioners-Respondents' breach of fiduciary duty claim also fails as a matter of law because it is duplicative of the legal malpractice claim. Following the well-reasoned opinions articulated by the courts in *RFT Mgmt*, *Hood*, and *Gibson*, this Court should deny the petition for writ of certiorari as to the dismissal of Petitioners-Respondents' breach of fiduciary duty claim.

B. The Court of Appeals correctly affirmed the Circuit's finding that John and Amanda Pampu lacked standing to pursue claims against Respondents-Petitioners.

Petitioners-Respondents argue that the trial court ignored allegations establishing a lawyer-client relationship between the Pampu Parents and Respondents-Petitioners related to the Federal Case and the State Case. Petition at 9-10. Specifically, Petitioners-Respondents point to several paragraphs in their Second Amended Complaint generally alleging that Respondents represented "the [Pampus]" in the Federal Case and caused financial losses to "the [Pampus]." Petition at 2. The trial court held that "because Andrew Pampu was the only named party in either lawsuit and the only party to sign the settlement agreement, only he has standing to assert the alleged claims." [Appx. ___; Appx. ___]. Petitioners Respondents do not contest that Andrew Pampu was the only party in either lawsuit or that he was the only party to the settlement agreement.

The Court of Appeals' analysis of this issue was both thorough and correct. Citing *Sloan v. Greenville County*, 356 S.C. 531, 547, 590 S.E.2d 338, 347 (Ct. App. 2003), the Court noted that standing requires a party to have "a real, material, or substantial interest in the subject matter of the action." *Id. at* 547, 590 S.E.2d at 347. The Complaint, Amended Complaint, and Second Amended Complaint all make clear that Petitioner-Respondent Andrew Pampu was the only one of the Petitioners-Respondents who was a party to the State Case or the Federal Case. Opinion at 3. Only Andrew signed the settlement agreement in the Federal Case. *Id.*

Petitioners-Respondents' reliance on *Sentry Select Ins. Co. v. Maybank Law Firm, LLC*, 826 S.E.2d 270, 426 S.C. 154 (2019) is misplaced. *See* Appx. ___ [ROA 275]. In *Sentry Select*, this Court specifically held "[b]ecause of the insurance company's ***unique position***, . . . an insurer may bring a direct malpractice action against counsel hired to represent its insured." *Id.* at 158, 826 S.E.2d at 272 (emphasis added). In fact, the *Sentry Select* decision was a departure from the Court's longstanding precedent. Here, the Court of Appeals correctly affirmed the dismissal of the breach of contract claims against the Respondents-Petitioners' law firms pursuant to Rule 12(b)(6). The Circuit Court's conclusion in this case, affirmed by the Court of Appeals' analysis, reiterates the Rules of Professional Conduct discussed in *Sentry Select*. *See id.* at 160, 826 S.E.2d at 273 (citing Rule 1.8(f), RPC, Rule 407, SCACR). In short, John and Amanda Pampu do not have standing to assert claims against Respondents-Petitioners and the Court's dismissal of their claims was correct.

Petitioners-Respondents' citation to *Marshall v. Marshall*, 282 S.C. 534, 320 S.E.2d 44 (Ct. App. 1984) is unavailing. *Marshall* is not a standing case; the Court's decision does not mention the word. Similarly, Petitioners-Respondents' citation of *Crawford v. Henderson*, 356 S.C. 389, 589 S.E.2d 204 (Ct. App. 2003) does not support a claim for standing. *Crawford* also does not discuss or mention standing.

C. The Court of Appeals correctly affirmed the dismissal of the Breach of Contract claims.

The Court of Appeals held that the Circuit Court properly dismissed Petitioners-Respondents' claim for breach of contract. Op. at 4. Citing the Second Amended Complaint, the Court of Appeals held that Petitioners-Respondents merely alleged Respondents-Petitioners "fail[ed] to provide such services." *Id.* The Second Amended Complaint "fails to allege how Respondents-Petitioners breached any agreement." *Id.* In short, these conclusory allegations are

insufficient as a matter of law. *See, e.g.*, *Jones v. Gilstrap*, 288 S.C. 525, 528, 343 S.E.2d 646, 648 (Ct.App. 1986) (providing conclusory allegations in a complaint are insufficient to survive a judgment on the pleadings). Further, Petitioners-Respondents' argument that their other factual allegations "such as promises to pursue certain litigation objectives, communicate legal advice, or protect the clients' interests" (*see* Petition, p. 12) support their breach of contract claim is without merit, as a review of the specific allegations cited (¶¶ 27-29, 36, 38, 40-42) confirms the Court of Appeals' holding that they fail to allege how Respondents-Petitioners breached any agreement. Further, these allegations are the same ones underpinning their legal malpractice claim, such that the breach of contract claim, like the breach of fiduciary duty claim, "arises from the same set of facts as their claim for legal malpractice" and is, therefore, duplicative. *See* Opinion, p. 3. The fact that this claim is alleged only against the law firms is immaterial.

III. Petitioners-Respondents' Petition does not raise any special or important reason to grant a petition for a Writ of Certiorari.

This Court should deny Petitioners-Respondents' Petition because it does not raise any special or important reason to support the grant of a petition for a writ of certiorari under Rule 242, SCACR. The Petition does not raise a novel question of law. The Court of Appeals' decision does not contain a dissent. The Court of Appeals' decision does not conflict with this Court's precedent. The Petition does not raise any substantial constitutional issues. Finally, the Petition does not raise any federal questions.

A. Petitioners-Respondents' Petition does not raise any novel questions of law.

Rule 242(b)(1), SCACR, provides this Court with the discretion to grant a writ for arguments where there are novel questions of law. Petitioners-Respondents contend their Rule 8(a) theory regarding the breach of fiduciary duty claims raises a novel question of law. Petition at 9. At the same time, they contend they should be allowed to plead in conformity with "established

precedent." *Id.* As this statement implicitly concedes, Petitioners-Respondents do not raise a novel question of law. And where, as here, there is ample precedent available, a novel question does not arise. *See, e.g.*, *U.S. Bank Nat'l Ass'n as Tr. to U.S. Bank Tr. Nat'l Ass'n v. Mack*, 445 S.C. 103, 110, 912 S.E.2d 236, 239 (2025)(holding that novel questions rarely arise where there is ample precedent). Where a petition does not raise a novel question of law, it is proper for this Court to deny the petition for writ of certiorari. *S.C. Dep't of Soc. Servs. v. Benjamin*, 430 S.C. 235, 236, 844 S.E.2d 373 (2020).

B. The Court of Appeals' opinion does not contain a dissent.

The Court of Appeals' opinion was decided *per curium*. Op., at 2. No judge dissented and no judge provided a concurring opinion. Similarly, the Court of Appeals unanimously denied Petitioners-Respondents' Petition for Rehearing by Order dated September 29, 2025. Where a petition does not identify a dissent in the Court of Appeals' decision, it is proper for this Court to deny the petition for writ of certiorari. *S.C. Dep't of Soc. Servs. v. Benjamin*, 430 S.C. 235, 236, 844 S.E.2d 373 (2020).

C. The Court of Appeals' decision as to these claims does not conflict with this Court's precedent.

Petitioners-Respondents do not cite any precedent of this Court with which the Court of Appeals' decision allegedly conflicts as it relates to their breach of fiduciary duty claim, standing, or their breach of contract claim. The only Supreme Court case Petitioners-Respondents contend the Court of Appeals should have applied is a singular case *from the Georgia Supreme Court*. Petition at 8. Where a petition does not involve a decision that conflicts with this Court's precedent, it is proper for this Court to deny the petition for writ of certiorari. *S.C. Dep't of Soc. Servs. v. Benjamin*, 430 S.C. 235, 236, 844 S.E.2d 373 (2020).

D. The Petition does not raise any substantial constitutional issues.

Petitioners-Respondents' Petition does not raise any constitutional issues, much less any substantial constitutional issues. Therefore, this Court should deny the petition for writ of certiorari.

E. The Petition does not raise any federal questions.

Petitioners-Respondents' Petition does not raise any Federal questions under Rule 242(b)(5), SCACR. The underlying litigation involves Petitioners-Respondent Andrew Pampu's suit against Clemson University under Title IX. However, the claims in this litigation involve only state-law claims between Petitioners-Respondents and Respondents-Petitioners. Therefore, this Court should deny the petition for writ of certiorari.

CONCLUSION

The Court of Appeals' decision as it relates to the breach of fiduciary duty claim, standing, or the breach of contract claim is correct pursuant to the law and the facts of this case. Also, the Petition does not raise any special or important reason to grant a petition for a writ of certiorari. Therefore, this Court should deny Petitioners-Respondents' Petition for writ of certiorari.