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Feb 03 2026

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Appeal from Charleston County
Court of Common Pleas

Jennifer B. McCoy, Circuit Court Judge

Case No. 2021-CP-10-02744

Appellate Case No. 2025-000286

William Haynes,
as Personal Representative of the Estate of Elizabeth Varner,

Respondent,

v.

Fundamental Administrative Services, LLC,
Fundamental Clinical and Operational Services, LLC, and
Jerrolyn Montgomery-Small,

Appellants.

SUPPLEMENTAL RECORD ON APPEAL

PINKSTON LAW FIRM, LLC
Shawn Pinkston (SC Bar No. 79965)
856 Lowcountry Blvd., Suite 101
Mount Pleasant, South Carolina 29464
(843) 814-5472

Attorneys for Respondent

CLEMENT RIVERS, LLP
Stephen L. Brown (SC Bar No. 66468)
D. Jay Davis, Jr. (SC Bar No. 12084)
Matthew O. Riddle (SC Bar No. 76650)
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Attorneys for Appellants

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF CHARLESTON) NINTH JUDICIAL CIRCUIT

WILLIAMS HAYNES, AS PERSONAL) CASE NO. 2021-CP-10-02744
REPRESENTATIVE OF THE ESTATE)
OF ELIZABETH VARNER,)

PLAINTIFF,)

vs.)

**DEFENDANT JERROLYN
MONTGOMERY-SMALLS'
MEMORANDUM IN SUPPORT OF
MOTION TO COMPEL ARBITRATION**

FUNDAMENTAL ADMINISTRATIVE)
SERVICES LLC, AND)
FUNDAMENTAL CLINICAL AND)
OPERATIONAL SERVICES, LLC, AND)
JERROLYN MONTGOMERY-SMALLS,)

DEFENDANTS.)

TO: SHAWN PINKSTON, ESQUIRE, ATTORNEY FOR THE PLAINTIFF:

COMES NOW the Defendant Jerrolyn Montgomery-Small (this “Defendant”) and submits the following Memorandum in Support of her Motion to Compel Arbitration pursuant to the Federal Arbitration Act (“FAA”) 9 U.S.C. § 1, et seq., and Rules 12(b)(1) and 12(b)(6) of the South Carolina Rules of Civil Procedure.

Plaintiff, acting as personal representative for the Estate of Elizabeth Varner, has sued the this Defendant for “Negligence, Gross Negligence”, “Corporate Negligence”, “Joint Venture”, “Alter/Ego Piercing the Corporate Veil”, Neglect of a Vulnerable Adult, Wrongful Death, and Survival arising out of Elizabeth Varner’s residency at Riverside Health and Rehab (hereinafter the “Facility” or “Riverside”). However, on admission, Ms. Varner through her representative, Ms. Kim Haynes, entered into an arbitration agreement with the Facility which covers all allegations raised in the Complaint. The Plaintiff has sued the Facility separately in a suit styled *Williams Haynes, as Personal Representative of the Estate of Elizabeth Varner v. THI of South*

Carolina at Charleston, LLC d/b/a Riverside Health and Rehab, 2021-CP-10-01437 (Mar. 25, 2021)(hereinafter the “companion case”).

As set forth below, the arbitration agreement not only covers the allegations raised against the Facility, but also the allegations raised against this Defendant as an “employee” of the Facility. On October 4, 2021 and before responding to Plaintiff’s discovery requests, the Defendant filed its Motion to Compel Arbitration.

For the reasons set forth herein and the Facility’s memorandum in support of its motion to compel arbitration filed in the companion case, which is incorporated herein by reference, the Defendant respectfully requests that the action be stayed and that this matter be compelled to arbitration pursuant to 9 U.S.C. §1, et seq.

FACTUAL BACKGROUND

Elizabeth Varner was admitted to the Facility on May 20, 2019 for skilled nursing care following an admission at St. George Healthcare Center. She was 76 years old upon admission to Riverside. On admission to Riverside, Ms. Varner’s medical history included type 2 diabetes, stroke, COPD, hyperlipidemia, and chronic pain. Ms. Varner’s age and condition necessitated family assistance for admission and she was admitted to Riverside with the assistance of her family, including daughter-in-law Kim Haynes and son William Haynes.

In connection with Ms. Varner’s admission, Mrs. Haynes entered into a number of contracts with Riverside, which included the Admission Agreement and Arbitration Agreement, on behalf of Mrs. Haynes. (See **Exhibits 1 and 2**, respectively, attached hereto). Mrs. Haynes also signed certain consents, authorizations, and acknowledgements directly related to Ms. Varner’s admission, as well as an assignment agreement authorizing the Facility to secure payment from third-party resources for costs associated with Ms. Varner’s stay and care. (See **Exhibit 3**). Many

of these agreements, including the Admission Agreement bear the name of Michael Bennette. Ms. Varner's Face Sheet indicates Mr. Bennette held a power over attorney over Ms. Varner and may have given other family members permission to complete the admission paperwork. (See Face Sheet, attached hereto as **Exhibit 4**).

Based on the Admission Agreement and pursuant to the agreements set forth therein, Ms. Varner was admitted to the Facility and received skilled nursing care and treatment. During her stay at the Facility, Ms. Varner accepted the benefits of the contracts entered into on her behalf by her representative, Mrs. Haynes. Such benefits included, but are not limited to, Ms. Varner's residency at the Facility and her receipt of the skilled nursing care provided therein. Plaintiff has never challenged any agreement's validity until now. Notably, Plaintiff does not assert that the Admission Agreement is invalid or that Ms. Varner entered the Facility unwillingly or without consent.

Upon admission, Mrs. Haynes explicitly represented that she was authorized to admit Ms. Varner to the Facility and execute necessary documents on her behalf, including the Arbitration Agreement. Indeed, the very first provision of the Admission Agreement states that *all information provided to the Facility* is truthful and correct, including Mrs. Haynes' authority to bind her mother-in-law, Ms. Varner, to certain agreements. (See **Ex. 1**). Mrs. Haynes signed the Admission Agreement on behalf of Ms. Varner as her "Legal Representative."

The relevant provisions of the Arbitration Agreement state the following:

It is further understood that in the event of any controversy or dispute between the parties arising out of or relating to Facility's Admission Agreement, or breach thereof, or relating in any way to Resident's stay at Facility, or to the provisions of care or services to Resident, including but not limited to any alleged tort, personal injury, negligence or other claim; or any federal or state statutory or regulatory claim of any kind; or whether or not there has been a violation of any right or rights granted under State law (collectively "Disputes"), and the parties are unable to resolve such through negotiation, then the parties agree that such Dispute(s)

shall be resolved by arbitration, as provided by the South Carolina Alternate Dispute Resolution/Mediation Rules. (See **Ex. 2**).

The Arbitration Agreement further provides:

The parties acknowledge and agree that, because the services and reimbursement thereof effects a transaction that involves interstate commerce, the enforcement of this Arbitration Agreement is not subject to the South Carolina Uniform Arbitration Act and shall be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any contrary provision of this Agreement or contrary state law. (See **Ex. 2**).

Regarding Ms. Hayne's authority to sign on behalf of her mother-in-law, the Arbitration Agreement states:

By his/her signature below, the executing party represents that he/she has the authority to sign on Resident's behalf so as to bind the Resident as well as the Representative. (See **Ex. 2**).

Moreover, the Arbitration Agreement states "It is the intention of the parties to this Agreement to bind not only themselves, but also their successors, assignees, personal representatives, guardians, or any persons deriving their claims through or on behalf of Resident." (See **Ex. 2**) (emphasis added). By its terms, the Arbitration Agreement is binding on the Facility's "**agents, employees, and servants**" as well. (See **Ex. 2**)(emphasis added).

The Arbitration Agreement was executed by Mrs. Haynes as "Legal Representative" of Ms. Varner and Chandra Bryant on behalf of Riverside. (See **Declaration of Chandra Bryant, attached hereto as Exhibit 5**). Ms. Bryant conducted the admissions process for Ms. Varner. She recalls meeting with Mr. and Mrs. Haynes and that they represented that they were authorized to complete the admissions paperwork, including the Arbitration Agreement. (**Ex. 5**, pg. 1). Further, Ms. Bryant recalls explaining to the Arbitration Agreement to Mr. and Mrs. Haynes to ensure they understood it before signing and believed Mrs. Haynes had the authority to sign the Arbitration Agreement, Admission Agreement and other documents on her mother-in-

law's behalf. (Ex. 5, pgs. 2-3). Ms. Varner never repudiated or invalidated Mrs. Haynes' act of signing the Arbitration Agreement and never indicated to Ms. Bryant that she lacked the authority to sign on her behalf. (Ex. 5, pgs. 2-3) Because the acts complained of by Plaintiff fall within the scope of the Arbitration Agreement, the Court should stay these proceedings, and compel this matter to arbitration. 9 U.S.C. § 3.

I. POLICY IN FAVOR OF ARBITRATION

There is a strong presumption in favor of the validity of arbitration agreements because of the strong policy favoring arbitration. *O'Neil v. Hilton Head Hosp.*, 115 F.3d 272, 273 (4th Cir.1997). Indeed, both federal and state policy favor arbitrating disputes. *Heffner v. Destiny, Inc.*, 321 S.C. 536, 537, 471 S.E.2d 135, 136 (1995) (“The policy of the United States and this State is to favor arbitration of disputes.”). “This preference for arbitration has manifested itself in legislation and judicial decisions supporting the expeditious appeal of decisions denying an application to compel arbitration.” *Towles v. United HealthCare Corp.*, 338 S.C. 29, 34, 524 S.E.2d 839, 842 (Ct. App. 1999). Therefore, “any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability.” *Id.*, 338 S.C. at 41, 524 S.E. 2d at 846 (internal quotations and citations omitted).

II. THE FEDERAL ARBITRATION ACT GOVERNS THE ARBITRATION AGREEMENT AND THE CLAIMS ASSERTED BY THE PLAINTIFF IN THE COMPLAINT

As an initial matter, the Arbitration Agreement, by its terms and by law, is governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16. *Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 381, 759 S.E.2d 727, 732 (2014) (holding that skilled nursing facility admission agreements and residencies implicate interstate commerce, and thus are

governed by the FAA). Under the FAA, any written provision in “a contract evidencing a transaction involving commerce” providing that disputes be settled by arbitration is “valid, irrevocable, and enforceable.” 9 U.S.C. § 2. The language of the Act is mandatory and requires the enforcement of all arbitration agreements. Section 4 of the FAA provides, in pertinent part, as follows:

The court shall hear the parties, and upon being satisfied that the making of the agreement for arbitration or the failure to comply therewith is not in issue, *the court shall make an order directing the parties to proceed to arbitration in accordance with the terms of the agreement.*

9 U.S.C. § 4 (emphasis added).

“By its terms, the (FAA) leaves no place for the exercise of discretion by a... court, but instead mandates that... courts shall direct the parties to proceed to arbitration on issues as to which an arbitration agreement has been signed.” *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 218 (1985). While a court a court may invalidate an arbitration agreement based on “generally applicable contract defenses,” it may not invalidate an arbitration agreement on legal rules that “apply only to arbitration or that derive their meaning from the fact that an agreement to arbitrate is at issue.” *Kindred Nursing Centers Ltd. P'ship v. Clark*, 137 S. Ct. 1421, 1423, 197 L. Ed. 2d 806 (2017)(citing *AT & T Mobility LLC v. Concepcion*, 563 U.S. 333, 339, 131 S.Ct. 1740, 179 L.Ed.2d 742).

Under the FAA, a party seeking arbitration must only show two things in order to compel arbitration: (1) that a written agreement to arbitrate exists, and (2) that the written agreement is contained within a contract involving interstate commerce. 9 U.S.C. § 2. As discussed below, such a binding and enforceable written agreement to arbitrate disputes exists in this case and Plaintiff’s claims should compelled to arbitration.

III. THE ARBITRATION AGREEMENT IS VALID AND ENFORCEABLE AND THIS DEFENDANT MAY COMPEL ARBITRATION AS A DIRECT THIRD PARTY BENEFICIARY

As discussed in detail in the Facility's memorandum in support of its Motion to Compel Arbitration filed in the companion case, attached hereto as **Exhibit 6**, the Arbitration Agreement is valid and enforceable. As such, the Plaintiff's claims against both the Facility and this Defendant and must be compelled to arbitration.

This Defendant has equal standing to enforce the Arbitration Agreement as it is a direct third party beneficiary. As a general matter, a party not in privity of contract with another cannot enforce a contract against such other party. *Bob Hammond Const. Co., Inc. v. Banks Const. Co.*, 312 S.C. 422, 424 S.E.2d 890 (Ct. App. 1994) (internal citations omitted). "However, if a contract is made for the benefit of a third person, that person may enforce the contract if the contracting parties intended to create a direct, rather than an incidental or consequential, benefit to such person." *Id.* (citing *Cothran v. Rock Hill*, 211 S.C. 17, 43 S.E.2d 615 (1947)). Further, the FAA ". . . requires courts to enforce privately negotiated agreements to arbitrate, like other contracts, in accordance with their terms." *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 592, 553 S.E.2d 110, 116 (2001).

The Arbitration Agreement was agreed to by Ms. Haynes and the Facility. Although this Defendant is not a signatory to the Arbitration Agreement, the parties manifested their intent to make all employees of the Facility beneficiaries of the rights and obligations created under the Arbitration Agreement through the inclusion of the Facility's "employees" as parties to the agreement. (**Ex. 2**). This Defendant, as the administrator of the Facility, was an employee. Therefore, as an employee of the Facility, she is an intended beneficiary of the right and obligation to arbitrate any disputes with Plaintiff, of which Plaintiff's claims in this matter

undoubtedly qualify as such. Ms. Montgomery-Small has exercised her rights as a third party beneficiary in filing his Motion and requests that this Court enforce the valid Arbitration Agreement and compel Plaintiff to arbitration with her.

CONCLUSION

For the reasons set forth herein, this Defendant respectfully requests that this Court enter an Order staying the pending action and compelling arbitration. Alternatively, and if the Court is not inclined to grant the instant motion on any of the grounds asserted above, this Defendant requests that the parties be permitted to conduct additional discovery. This Defendant also requests permission to be heard after such discovery is conducted and requests that she be permitted to submit supplemental memoranda along with any additional evidence procured.

[Signature block on the following page]

CLEMENT RIVERS, LLP

By: s/ D. Jay Davis, Jr.

D. Jay Davis, Jr.

SC State Bar ID No.: 12084

Russell G. Hines

SC State Bar ID No.: 72100

Matthew O. Riddle

SC State Bar ID No.: 76650

Gaillard T. Dotterer, III

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rhines@yctrlaw.com, mriddle@yctrlaw.com,

gdotterer@yctrlaw.com

*Attorneys for the Defendant Jerrolyn Montgomery-
Smalls*

Charleston, South Carolina

Dated: January 28, 2022

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Williams Haynes, as Personal)
 Representative of the Estate of Elizabeth)
)
 Varner,)
 Plaintiff,)
 v.)
)
 Fundamental Administrative Services LLC,)
 And Fundamental Clinical and Operational)
 Services, LLC, and Jerrolyn)
 Montgomery-Small.)
)
 Defendants.)
 _____)
)
 STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 Williams Haynes, as Personal)
 Representative of the Estate of Elizabeth)
 Varner,)
 Plaintiff,)
 v.)
)
 THI of South Carolina at Charleston, LLC)
 d/b/a Riverside Health and Rehab,)
)
 Defendant.)
 _____)

IN THE COURT OF COMMON PLEAS
 CASES NO. 2021CP-1001437 & 1002744
DEFENDANTS’ PETITION FOR FINAL ORDER

COME NOW the Defendants THI of South Carolina at Charleston, LLC d/b/a Riverside Health and Rehab (“Riverside”), Fundamental Administrative Services LLC, Fundamental Clinical and Operational Services, LLC, and Jerrolyn Montgomery-Small (collectively “Defendants”), by and through undersigned counsel, and moves this Court to enter a Final Order incorporating the Confidential Arbitration Order issued by retired Judge Doyet A. Early, III (“Judge Early”), on May 16, 2023. A Proof of ADR was filed with this Court on May 22, 2023, acknowledging the parties complied with this Court’s February 24, 2022 order to arbitrate.

The Plaintiff filed a similar Petition on December 7, 2023. The Defendants consent to the Plaintiff's request for a Final Order, but request, for the sake of judicial economy, that a stay of all non-arbitrable claims remain in effect pending either dismissal of all claims against Riverside and Ms. Montgomery-Small's pursuant to payment of the arbitration award, or the outcome of any further appeal as it relates to arbitration in this matter.

After the conclusion of the arbitration, Plaintiff attempted to appeal this Court's February 24, 2022 Order, which appeal the Court of Appeals has dismissed. Upon information and belief of undersigned Counsel, Plaintiff intends to again file an appeal, once this Court enters the requested Final Order incorporating the Confidential Arbitration Order. Plaintiff will seek reversal of this Court's February 24, 2022 Order, will request nullification of Judge Early's Confidential Arbitration Order, and will request remand of the claims against Riverside and Ms. Montgomery-Small's to this Court's docket for a jury trial. The stay of all other claims should remain in effect pending the outcome of any such appeal.

As set forth in this Court's February 24, 2022 Order, the Plaintiffs claims against all Defendants "*concern the same underlying facts and have factual and legal questions in common.*" (Order at Page 3, quoting Plaintiff's withdrawn Motion to Consolidate). Accordingly, the Defendants request that this Court exercise its discretion to maintain the stay of all non-arbitrable claims as necessary to avoid duplicative discovery and trials, to avoid piecemeal litigation and the potential for inconsistent obligations, and for the sake of the orderly administration of the Court's own docket. (See Order at Page 19, again quoting Plaintiff's withdrawn Motion to Consolidate and citing *State v. Langford*, 400 S.C. 421, 435, 735 S.E.2d 471, 478 (2012) ("[A] court's power to hear and decide cases 'carries with it the inherent power to control the order of its business.'") (quoting *Williams v. Bordon's, Inc.*, 274 S.C. 275, 279, 262

S.E.2d 881, 883 (1980)); *Episcopal Housing Corp. v. Federal Ins. Co.*, 269 S.C. 631, 641, 239 S.E.2d 647, 652 (1977) (“The fact that Federal is not a party to an arbitration agreement does not prevent an order staying the judicial proceedings pending arbitration between those who are parties to such an agreement.”)). For these reasons, the stay of all non-arbitrable claims should remain in effect pending the conclusion of any subsequent appeal as it relates to arbitration in this matter, or pending the dismissal of the Plaintiff’s claims against Riverside and Ms. Montgomery-Small pursuant to payment of the arbitration award.

This Petition is supported by the statutory and case law of the State of South Carolina and the United States, any subsequent memoranda of law, affidavits or other evidence which may be submitted prior to the hearing on this petition, as well as any oral argument to be presented by counsel at a hearing on this matter.

CLEMENT RIVERS, LLP

By: s/ Matthew O. Riddle.
D. Jay Davis, Jr.
SC State Bar ID No.: 12084
Russell G. Hines
SC State Bar ID No.: 72100
Matthew O. Riddle
SC State Bar ID No.: 76650
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rhines@yclaw.com, mriddle@yclaw.com,
gdotterer@yclaw.com
Attorneys for the Defendants

Charleston, South Carolina

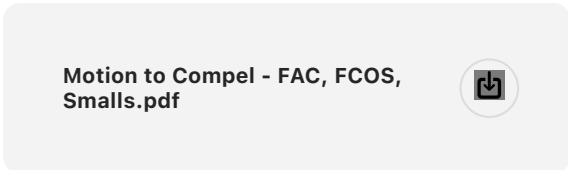
Dated: December 8, 2023

From: Shawn Pinkston shawnpinkston@me.com
Subject: Re: Varner v. Fundamental, et. al.
Date: May 29, 2024 at 9:32 AM
To: Riddle, Matthew MRiddle@ycrlaw.com
Cc: Wakeham, Rebecca (Becky) bwakeham@ycrlaw.com, Eadie, Christine ceadie@ycrlaw.com



Matt,

Please see attached, which was filed with the Clerk this morning. I will withdraw the Motion if full and complete are received by Friday, May 31st. Thanks.



Shawn Pinkston
PINKSTON LAW FIRM, LLC
856 Lowcountry Blvd, Ste 101
Mount Pleasant, SC 29464
(843) 814-5472

CIRCULAR 230 DISCLOSURE: To comply with Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

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On May 24, 2024, at 12:26 PM, Riddle, Matthew <MRiddle@ycrlaw.com> wrote:

Shawn,

Christine who is now my legal assistant assigned to this case is out sick today, and we are still waiting on confirmation from client on some information for these responses. I realize you have already given us a couple of extensions on these and I appreciate it. I feel confident we can get responses to you by end of next week if you can agree to a bit more time and can hold off on filing motion to compel. Thank you

Matt Riddle
Partner
Clement Rivers, LLP
P.O Box 993
Charleston, SC 29402-0993
T: (843) 720-5422



F: (843) 579-2974

<image001.png>

From: Shawn Pinkston <shawnpinkston@me.com>
Sent: Wednesday, May 22, 2024 3:07 PM
To: Riddle, Matthew <MRiddle@ycrlaw.com>
Cc: Wakeham, Rebecca (Becky) <bwakeham@ycrlaw.com>; Eadie, Christine <ceadie@ycrlaw.com>
Subject: Re: Varner v. Fundamental, et. al.

Matt,

Thanks for the response. Friday May 24th is fine. If responses are not served by close of business, I will file a Motion to Compel next week. Feel free to call if you wish to discuss further.

<image002.png>

Shawn Pinkston
PINKSTON LAW FIRM, LLC
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(843) 814-5472

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On May 21, 2024, at 4:18 PM, Riddle, Matthew <MRiddle@ycrlaw.com> wrote:

Shawn,

I will take a look and finalize. Gilly in our office was handling these responses and he has left to work at another firm. I am playing catch up on a few things in his absence. Can you can give me a bit more time until end of the

week to get these to you?

Matt Riddle
Partner
Clement Rivers, LLP
P.O Box 993
Charleston, SC 29402-0993
T: (843) 720-5422
F: (843) 579-2974

<image001.png>

From: Shawn Pinkston <shawnpinkston@me.com>
Sent: Tuesday, May 21, 2024 2:45 PM
To: Riddle, Matthew <MRiddle@ycrlaw.com>
Cc: Wakeham, Rebecca (Becky) <bwakeham@ycrlaw.com>; Eadie, Christine <ceadie@ycrlaw.com>
Subject: Re: Varner v. Fundamental, et. al.

Matt,

Good afternoon. Following up to see when responses will be served.
Thanks.

<image002.png>

Shawn Pinkston
PINKSTON LAW FIRM, LLC
856 Lowcountry Blvd, Ste 101
Mount Pleasant, SC 29464
(843) 814-5472

CIRCULAR 230 DISCLOSURE: To comply with Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

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On May 6, 2024, at 4:54 PM, Riddle, Matthew
<MRiddle@ycrlaw.com> wrote:

Understood. Thank you

Matt

From: Shawn Pinkston <shawnpinkston@me.com>
Sent: Monday, May 6, 2024 3:57 PM
To: Riddle, Matthew <MRiddle@ycrlaw.com>
Cc: Wakeham, Rebecca (Becky) <bwakeham@ycrlaw.com>;
Eadie, Christine <ceadie@ycrlaw.com>
Subject: Re: Varner v. Fundamental, et. al.

Matt,

I am unable to agree to another 30 days, as it has been almost three months since they were served. I am agreeable to an extension until May 20, 2024, which is two weeks from today and more than 60 days from the original due date. Thanks.

<image001.png>

Shawn Pinkston
PINKSTON LAW FIRM, LLC
856 Lowcountry Blvd, Ste 101
Mount Pleasant, SC 29464
(843) 814-5472

CIRCULAR 230 DISCLOSURE: To comply with Treasury Department regulations, we inform you that, unless otherwise expressly indicated, any tax advice contained in this communication (including any attachments or enclosures) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties that may be imposed under the Internal Revenue Code or any other applicable tax law, or (ii) promoting, marketing or recommending to another party any entity, investment, plan, transaction, arrangement, or other tax related matter.

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On May 6, 2024, at 3:47 PM, Riddle, Matthew
<MRiddle@ycrlaw.com> wrote:

Hi Shawn,

If you can agree to another 30 days on these responses I would greatly appreciate it. Gilly Dotterer had taken the lead on this discovery in our office and he recently left to work for another firm. I will need to review and confirm what is left that we need from the client and then finalize and get to you. My apologies for the delay. Thanks

Matt Riddle
Partner
Clement Rivers, LLP
P.O Box 993
Charleston, SC 29402-0993
T: (843) 720-5422
F: (843) 579-2974

<image002.png>

From: Shawn Pinkston <shawnpinkston@me.com>
Sent: Monday, May 6, 2024 8:27 AM
To: Riddle, Matthew <MRiddle@ycrlaw.com>;
Dotterer III, Gaillard T. (Gilly)
<gdotterer@ycrlaw.com>
Cc: Wakeham, Rebecca (Becky)
<bwakeham@ycrlaw.com>
Subject: Re: Varner v. Fundamental, et. al.

Matt,

Good morning. I am following up on the status of discovery responses. They were served on February 14th and a 30 day extension to respond was granted, meaning they were to be served by April 14th. Please provide responses by May 13th to avoid the unnecessary filing of a Motion to Compel. Should you require additional time, please let me know how much time you

time, please let me know how much time you require and the reasons for the request. This correspondence is made pursuant to Rule 11 SCRPC. Thank you.

<image001.png>

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On Feb 14, 2024, at 8:59 AM, Shawn Pinkston <shawnpinkston@me.com> wrote:

Matt,

Please see attached. Hard copies

will be mailed upon request. Thanks.

<Ltr to o:c - Plfs 1st ROGGs and RPDs.pdf>
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CERTIFICATE OF COUNSEL

The undersigned counsel for Appellants certifies that, in accordance with Rule 210(c), SCACR, this **Supplemental Record on Appeal** contains all material proposed to be included by any party that was presented to the lower court and not any other material. The undersigned also certifies that this **Supplemental Record on Appeal** complies with the Supreme Court of South Carolina’s Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings issued April 15, 2014.

Respectfully submitted,
CLEMENT RIVERS, LLP

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February 3, 2026