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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE BERKELEY COUNTY
COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

Appellate Case No.: 2024-002032

Case No.: 2021-CP-08-00087

AKPA Chemicals US, Inc. Appellant,

v.

Tunc Eren Respondent.

APPELLANT’S MOTION TO REINSTATE THE APPEAL

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Respondent

Appellant hereby respectfully requests and moves this Court for reinstatement of Appellant's appeal pursuant to Rule 260(a), SCACR. Appellant's Motion is based on the following:

STATEMENT OF THE CASE

On March 31, 2026, the Court sent the parties a deficiency letter which served to notify Appellant that its final brief did not comply with Rule 211, SCAR, and Appellant would be afforded fifteen (15) days to cure this deficiency (the "Deficiency Letter"). See Exhibit A.

This appeal was dismissed by Order dated April 21, 2026, due to Appellant's alleged failure "to conform its final briefs to Rule 211, SCACR, and [the] Court's [deficiency] letter dated March 31, 2026." See Exhibit B.

Importantly, the remittitur has not issued, and this Motion is being timely filed pursuant to Rule 260(a), SCACR.

STATEMENT OF FACTS

On March 31, 2026, the Court issued the Deficiency Letter advising the parties that their final briefs did not comply with Rule 211(b)(1)-(2), SCACR. See Exhibit A. The Deficiency Letter provided Appellant fifteen (15) days to correct the identified deficiencies, which made the filing deadline, April 15, 2026.

Thereafter, in response to the Deficiency Letter, Appellant prepared a final brief that was fully compliant with Rule 211, SCACR; and, on April 15, 2026, at 9:27 a.m., undersigned counsel ("MEP") transmitted the Rule 211-compliant final brief to his paralegal, Melissa Pocock Kaldas ("MPK"), for filing with the Court of Appeals. This email has been attached hereto as Exhibit C. Included in Exhibit C is a screenshot of MEP's Microsoft Outlook Email to further provide for the authentication of Exhibit C (unrelated privileged material has been redacted from this screenshot).

The email from MEP to MPK stated, “Please find attached a copy of the Revised Final Draft. This is good to go.” See Exhibit C.

Attached to this email, which has been identified as Exhibit C, was the Rule 211-compliant final brief, which MEP had prepared in response to the Deficiency Letter. The Rule 211-compliant final brief that was attached to the email identified in Exhibit C, has been attached hereto as Exhibit D. Included with Exhibit D is a copy of the metadata to further provide for the authentication of Exhibit D.

However, at 12:19 p.m. on April 15, 2026, MPK inadvertently and mistakenly attached and filed the incorrect prior version of the final brief with the Court instead of the Rule 211-compliant version previously transmitted to her by MEP at 9:27 am that same morning. This email from MPK to the Court at “ctappfilings@sccourts.org” has been attached hereto as Exhibit E. The incorrect final brief that was attached to Exhibit E has been attached hereto as Exhibit F.

Attached hereto as Exhibit G is the Affidavit of MPK. MPK confirms in her Affidavit the following: “On April 15, 2026, at 12:19 pm, I inadvertently, mistakenly, and on accident submitted the wrong copy of the Final Brief to the Court of Appeals.”

Therefore, although MEP had fully prepared and timely transmitted the Rule 211-compliant final brief for filing within the deadline established the Deficiency Letter, the incorrect version was accidentally filed due to a clerical error during the filing process.

Subsequently, on April 21, 2026, the Court entered an Order dismissing the appeal due to Appellant’s alleged failure to comply with Rule 211, SCACR, and the Court’s March 31, 2026, deficiency notice.

Once MEP figured out the clerical error, on April 21, 2026, the same day the Order of dismissal was issued, MEP spoke with one of the appeals specialists, Emily Heid, to explain the

situation and attempt to immediately rectify the situation. To that end, the following day, MEP filed a digital copy of Exhibit C and D with the Court at “ctappfilings@sccourts.org,” and advised that he wanted the Court to have a digital copy so that the verifiable digital information would be available to the Court if necessary. This April 22, 2026, email to the Court has been attached hereto as Exhibit H.

RULE 260(a), SCACR & APPLICABLE CASE LAW

Rule 260(a), SCACR, is titled “Involuntary Dismissal and Reinstatement” and it states as follows:

“Whenever it appears that an appellant or a petitioner has failed to comply with the requirements of these Rules, the clerk shall issue an order of dismissal, which shall have the same force and effect as an order of the appellate court. A case shall not be reinstated except by leave of the court, upon good cause shown, after notice to all parties. The clerk shall remit the case to the lower court or administrative tribunal in accordance with Rule 221 unless a motion to reinstate the appeal has been actually received by the court within fifteen (15) days of filing of the order of dismissal (the day of filing being excluded).”

Specifically, Rule 260(a), SCACR, states, “A case shall not be reinstated except by leave of the court, upon good cause shown, after notice to all parties.” Therefore, pursuant to Rule 260(a), SCACR, motions to reinstate are governed by a “good cause” standard.

“The good cause standard exists to ensure the interests of justice are protected even when a party missteps, so a harmless procedural foot fault does not spring a trap door that mindlessly jettisons innocent parties out of court, regardless of the circumstances. Jordan v. Hartford Fin. Grp., Inc., 435 S.C. 501, 505, 868 S.E.2d 400, 402 (Ct. App. 2021).

Similarly, and subsequent to the decision in Jordan, in Morris v. BB&T Corp., 438 S.C. 582, 588, 885 S.E.2d 394, 398 (2023), the Court found,

“The failure to accurately calendar a filing deadline will not constitute good cause for reinstating an appeal in every instance. We have reviewed the record in this case, however, and we find Proffitt demonstrated good cause. We reverse the commission's decision

refusing to reinstate the appeal and remand to the appellate panel for consideration of the appeal on the merits.”

However, as implicitly noted by the Court in Morris, Rule 260(a), SCACR, cannot be viewed in a vacuum. South Carolina law consistently and firmly favors resolving appeals on their merits rather than dismissing them based on procedural missteps arising from genuine accident or mistake.

In Columbia Pools, Inc. v. Galvin, 288 S.C. 59, 339 S.E.2d 524 (Ct.App.1986), the Court found that the trial judge abused his discretion in refusing to grant a motion to set aside a default judgment granted after an answer was received one day late. The Court held that “where there is a good faith mistake of fact, and, no attempt to thwart the judicial system, there is basis for relief.” Id., 288 S.C. at 61, 339 S.E.2d at 525. This is consistent with South Carolina's policy favoring the disposition of issues on their merits rather than on technicalities. Id.

“Judicial economy is not served when a case, ripe for decision, is decided on a procedural technicality of this nature. In the interests of justice and fair play, cases should be decided on the merits when deficiencies of this nature can be easily corrected.” Pertuis v. Front Roe Restaurants, Inc., 423 S.C. 640, 649, 817 S.E.2d 273, 277 (2018) citing Silk v. Terrill, 898 S.W.2d 764, 766 (Tex. 1995) (citation omitted).

In Hodge v. Shea, 252 S.C. 601, 613, 168 S.E.2d 82, 87 (1969), the Court stated, “[T]he departures by appellant from the rules of this court in the preparation of it were entirely inadvertent, more of form than substance, and did not prejudice either the court or counsel in understanding the issues raised. We, therefore, deny respondent's motion to dismiss the appeal.”

The Supreme Court has shown a great desire to have matters determined on their merits even when dismissal would have been warranted. In Henning v. Kaye, 307 S.C. 436, 437–38, 415 S.E.2d 794, 794 (1992), the Court stated, “Although this Court would be completely justified in

dismissing this appeal based on appellant's numerous violations of the Rules, we decline to do so and deny the motion to dismiss as to the Hennings.”

ARGUMENTS

Appellant has established good cause for reinstatement pursuant to Rule 260(a), SCACR.

This case does not involve a disregard of this Court’s orders, refusal to comply with Rule 211, SCACR, or a failure to prosecute the appeal. To the contrary, the undisputed documentary evidence establishes that Appellant timely prepared a Rule 211-compliant final brief in direct response to the Court’s Deficiency Letter and timely transmitted the Rule 211-compliant brief for filing within the fifteen (15) days provided by the Court.

The filing error which ultimately resulted in the Order of dismissal occurred solely because the incorrect version of the final brief was inadvertently attached during the electronic filing process. Importantly, the factual basis for this Motion is not dependent upon unsupported representations of counsel or post hoc reconstruction. Rather, the circumstances surrounding the filing error are independently corroborated by contemporaneous documentary evidence, including:

- Exhibit C & D – the April 15, 2026, email from MEP to MPK transmitting the Rule 211-compliant final brief for filing at 9:27 a.m.;
- Exhibit E – the email MPK submitted to the Court at 12:19 p.m., which contained the incorrect final brief; and,
- Exhibit G – the sworn Affidavit of MPK admitting the filing error and confirming that the incorrect filing was accidental, inadvertent, and unintentional.

Thus, the evidentiary record objectively establishes that Appellant attempted in good faith to comply with the Court’s Deficiency Letter within the allotted fifteen (15) day cure period, but a clerical mistake during the filing process resulted in the incorrect attachment being submitted to the Court.

South Carolina courts consistently recognize that procedural rules should not operate as rigid trap doors requiring dismissal where a party has acted in good faith, the procedural defect

resulted from genuine mistake or inadvertence, the defect is capable of correction, and no meaningful prejudice results from permitting adjudication on the merits.

The courts in South Carolina have repeatedly emphasized a strong preference for resolving matters on their merits rather than through procedural forfeiture resulting from inadvertent clerical or procedural errors. For example, the court in Jordan specifically recognized that the good cause standard exists to prevent harmless procedural missteps from “mindlessly jettison[ing] innocent parties out of court, regardless of the circumstances.” Likewise, the court in Morris reaffirmed that genuine calendaring and filing mistakes may constitute good cause warranting reinstatement.

In Pertuis, the Supreme Court recognized that “justice and fair play” favor adjudication on the merits where procedural deficiencies can be corrected without prejudice. Similarly, the case law recognizes that where procedural defects are inadvertent and are not prejudicial, then dismissal is not required.

The facts and circumstances present here fall squarely within those principles.

Appellant did not fail to prepare a compliant final brief. Appellant did not ignore the Court’s Deficiency Letter. Appellant did not disregard Rule 211, SCACR. Rather, MEP prepared the Rule 211-compliant final brief and sent it to MPK for filing. The failure occurred only because the incorrect version of the document was mistakenly attached during the electronic filing process.

Further, reinstatement would not prejudice Respondent in any meaningful way. The appeal itself was timely perfected and actively prosecuted. The Court retains jurisdiction because remittitur has not issued. The Rule 211-compliant final brief already exists and was timely prepared within the original cure period established by the Court. Under these circumstances, reinstatement would merely restore the parties to the precise procedural posture contemplated by the Deficiency Letter.

Conversely, dismissal under these circumstances would elevate a single clerical attachment error over the substantive adjudication of an otherwise properly perfected appeal despite objectively verifiable evidence demonstrating Appellant's good faith attempt to comply with the Court's directives.

Under these circumstances, Appellant respectfully submits that good cause plainly exists under Rule 260(a), SCACR, and that reinstatement of the appeal is both equitable and consistent with South Carolina's longstanding preference for resolving disputes on their merits rather than through inadvertent procedural forfeiture.

Respectfully submitted,

s/Michael E. Patterson, Jr.
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May 6, 2026



The South Carolina Court of Appeals

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March 31, 2026

Mr. Michael Eugene Patterson, Jr., Esquire
15 State St.
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Tunc Eren
2966 Scout Street
Saint Cloud FL 34771

Re: AKPA Chemical US, Inc. v. Tunc Eren
Appellate Case No. 2024-002032

Dear Counsel and Mr. Eren:

Upon reviewing your final briefs, the following deficiency or deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR):

- The final briefs do not conform to Rule 211 (b)(1)-(2), SCACR (requiring the parties' final briefs be identical to their initial briefs except for the addition of references to the record and the correction of typographical errors) (emphasis added).

These deficiencies must be corrected within fifteen (15) days of the date of this letter or this matter may be dismissed.

EXHIBIT A

Very truly yours,

Jasmine D. Smith, Deputy

CLERK

The South Carolina Court of Appeals

AKPA Chemical US, Inc., Appellant,

v.

Tunc Eren, Respondent.

Appellate Case No. 2024-002032

ORDER

As a panel began to review this case it became apparent the parties had not followed Rule 211, SCACR, and that there were numerous and substantial differences between their initial briefs and final briefs. We sent a letter identifying the deficiency.

This appeal is dismissed due to Appellant's failure to conform its final briefs to Rule 211, SCACR, and this Court's letter dated March 31, 2026. The remittitur will be sent as provided by Rule 221(b), SCACR.

FOR THE COURT

 _____, J.

Columbia, South Carolina

cc:
Michael Eugene Patterson, Jr., Esquire
Tunc Eren

FILED
Apr 21 2026

EXHIBIT B

From: [Michael Patterson](#)
To: [Melissa Kaldas](#)
Cc: [Betsy Homa](#)
Subject: AKPA Revised Final Draft
Date: Wednesday, April 15, 2026 9:27:00 AM
Attachments: [Final Brief Redraft_Draft v2.0.docx](#)
[image001.png](#)

Please find attached a copy of the Revised Final Draft. This is good to go.

PLEASE TAKE NOTICE OF OUR NEW CONTACT INFORMATION BELOW.

Please copy my paralegal, Melissa (melissa@pattersonlawsc.com), on all correspondences.

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A logo with a palm tree



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Melissa Kaldas
AKPA Revised Final Draft
Please find attached a copy of

4/15/2026

AKPA Revised Final Draft

 Michael Patterson
To: Melissa Kaldas
Cc: Betsy Homa

You forwarded this message on 4/21/2026 11:14 AM.

 Final Brief Redraft_Draft v2.0.docx
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Please find attached a copy of the Revised Final Draft. This is good to go.

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EXHIBIT C

Filename: Final Brief Redraft_Draft v2
Directory: C:\Users\Michael\OneDrive - Patterson Law\Documents
Template: C:\Users\Michael\AppData\Roaming\Microsoft\Templates\Normal.dotm
Title:
Subject:
Author: Michael Patterson
Keywords:
Comments:
Creation Date: 4/15/2026 9:26:00 AM
Change Number: 2
Last Saved On: 4/15/2026 9:26:00 AM
Last Saved By: Michael Patterson
Total Editing Time: 5 Minutes
Last Printed On: 5/6/2026 2:54:00 PM
As of Last Complete Printing
Number of Pages: 19
Number of Words: 4,725
Number of Characters: 24,386

EXHIBIT D

From: [Melissa Kaldas](#)
To: [Court Of Appeals Filings](#)
Cc: [Tunc Eren](#); [Michael Patterson](#); [Betsy Homa](#)
Subject: 2024-002032, AKPA v. Eren (Final Draft)
Date: Wednesday, April 15, 2026 12:19:29 PM
Attachments: [2024-002032_Final Brief of Appellant \(AKPA\)_9.11.25-CORRECTED 4.15.26.pdf](#)
[Outlook-twizgro.png](#)

Good afternoon:

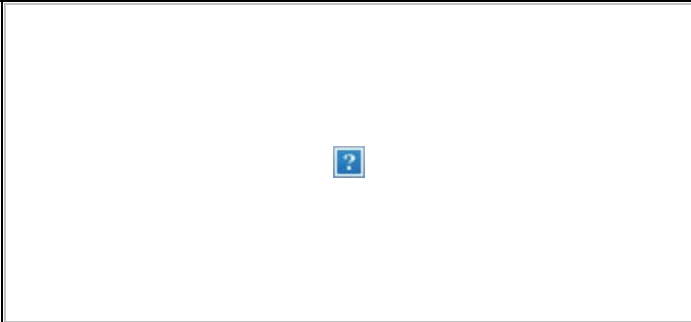
In response to the deficiency letter dated March 31, 2026 from the S.C. Court of Appeals, please see attached the corrected Final Brief of the Appellant.

Six (6) hard copies of the Appellant's corrected Final Brief (with blue covers) are forthcoming in the mail to the S.C. Court of Appeals.

By copy of this email, all parties are hereby notified of this action.

Kind regards,
Melissa

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE BERKELEY COUNTY
COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

Appellate Case No.: 2024-002032
Case No.: 2021-CP-08-00087

AKPA Chemicals US, Inc.....Appellant,

v.

Tunc Eren Respondent.

FINAL BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE RESPONDENT BREACHED HIS CONTRACT?

2. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE ITS ACTION AGAINST RESPONDENT FOR QUANTUM MERUIT/UNJUST ENRICHMENT?

3. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE RESPONDENT CONVERTED APPELLANT'S PROPERTY?

4. DID THE TRIAL COURT ERR IN ALLOWING THE RESPONDENT TO TAKE A POSITION INCONSISTENT WITH OR CONTRADICTORY TO HIS PLEADINGS?

STATEMENT OF THE CASE

Appellant AKPA Chemicals U.S., Inc. (“AKPA”) appeals the October 29, 2024, order of the Berkeley County Court of Common Pleas (the “Circuit Court”) granting judgment for Respondent Tunc Eren on all of AKPA’s claims.

This matter was tried without a jury before the Honorable Jennifer B. McCoy on October 17, 2024 (R. pp. 7-28). AKPA’s complaint asserted ten causes of action—including breach of contract, breach of contract accompanied by fraud, conversion, unjust enrichment/quantum meruit, negligent misrepresentation, constructive fraud, and related claims for punitive damages—arising from Eren’s alleged misuse of company funds and retention of AKPA property (R. pp. 772-814). Eren filed an answer denying liability and asserted a counterclaim for unpaid wages (R. p. 751).

After hearing testimony from multiple witnesses and receiving numerous exhibits (see, e.g., Trial Tr. R. pp. 29-354; admitted exhibits listed at R. pp. 8-10, 158-279, 280-354, 355-429, 430-538), the Circuit Court entered a written verdict on October 29, 2024, finding that AKPA “failed to meet the burden of proof on any claims by a preponderance of the evidence,” and entering judgment for Eren on all ten causes of action (R. pp. 5-6). The court likewise found in AKPA’s favor on Eren’s wage-claim counterclaim, concluding that Eren “failed to meet his burden of proof as to the requisite elements” (R. pp. 5-6).

AKPA served and filed a timely notice of appeal to this Court on November 20, 2024 (R. p. 1).

STANDARD OF REVIEW

This case was heard by the Circuit Court Judge at a bench trial without a jury. However, Appellant alleged various causes of action, which have different standards of review.

“When legal and equitable actions are maintained in one suit, each retains its own identity as legal or equitable for purposes of the applicable standard of review on appeal.” Corley v. Ott, 326 S.C. 89, 92 n.1, 485 S.E.2d 97, 99 n.1 (1997); See also Consignment Sales, LLC v. Tucker Oil Co., 391 S.C. 266, 270, 705 S.E.2d 73, 75 (Ct. App. 2010).

Appellant’s Complaint contained a cause of action for “Quantum Meruit/Unjust Enrichment”. See p. 7-8 of the Complaint. “A proceeding in quantum meruit is equitable.” See Columbia Wholesale Co., 312 S.C. at n.1, 262; QHG of Lake City, Inc., 360 S.C. at 202 (applying an equitable standard of review to an action in quantum meruit).

“In an action at equity, tried by a judge alone, an appellate court may find facts in accordance with its own view of the preponderance of the evidence.” Inlet Harbour, 377 S.C. at 91. “We review factual findings and legal conclusions in an equitable action de novo.” Lewis v. Lewis, 392 S.C. 381, 388–89, 709 S.E.2d 650, 653–54 (2011). “However, we are not required to disregard the findings of the trial judge who saw and heard the witnesses and was in a better position to judge their credibility.” Straight v. Goss, 383 S.C. 180, 192, 678 S.E.2d 443, 449 (Ct. App. 2009). “Moreover, the appellant is not relieved of his burden of convincing the appellate court the trial judge committed error in his findings.” Pinckney, 344 S.C. at 387–88. “[W]hen an appellate court chooses to find facts in accordance with its own view of the evidence, the court must state distinctly its findings of fact and the reason for its decision.” Dearybury v. Dearybury, 351 S.C. 278, 283, 569 S.E.2d 367, 369 (2002).

“An action for breach of contract seeking money damages is an action at law.” Eldeco, Inc., 372 S.C. at 476; See also Electro-Lab of Aiken, Inc., 357 S.C. at 367. “An action for conversion is an action at law.” Blackwell, 289 S.C. at 471. “On appeal of an action at law tried without a jury, the findings of fact of the trial court will not be disturbed unless found to be without evidence which reasonably supports the trial court's findings.” Townes Associates, Ltd., 266 S.C. at 86. “Stated another way, the trial court's findings of fact will not be disturbed on appeal unless wholly unsupported by the evidence or unless it clearly appears the findings were influenced or controlled by an error of law.” Butler Contracting, Inc., 369 S.C. at 127. “In such a case, the trial court's findings are equivalent to a jury's findings in a law action.” Id. “Of course, we review de novo the trial court's legal conclusions in an action at law.” Temple, 381 S.C. at 599–600. However, “[Q]uestions concerning credibility and the weight to be accorded evidence are exclusively for the trial court.” Ward, 379 S.C. at 238.

STATEMENT OF FACTS

Appellant AKPA Chemicals U.S., Inc. (“AKPA”) manufactures and supplies chemical products (R. p. 355, Darcan Dep. 6:7-15).

Respondent’s Employment

On or about February 26, 2018, Respondent Tunc Eren began working for an AKPA-affiliated company in Turkey (R. p. 355, Darcan Dep. 7:4-9). In March–April 2019, AKPA offered Eren a position in South Carolina and paid his relocation expenses from Turkey to Berkeley County (R. pp. 355-356, Darcan Dep. 8:3-9:18).

On or about May 1, 2019, AKPA and Eren executed a written employment contract employing him as General Manager of AKPA’s South Carolina facility (R. p. 519, Ex. 1). Eren was AKPA’s highest-ranking South Carolina employee and had authority over day-to-day operations (R. p. 355, Darcan Dep. 11:6-14).

To facilitate his duties, AKPA provided Eren with:

1. Laptop computer containing proprietary and confidential business data (R. p. 204, Ex. P-9; R. p. 208, Ex. P-10).
2. Cellular telephone for company use (R. p. 208, Ex. P-10).
3. Apartment: AKPA paid the security deposit of \$2,239.08 and all monthly rent (R. pp. 158-164, Ex. P-1; R. p. 165, Ex. P-2).
4. Motor vehicle: AKPA made a \$5,000 down payment and all monthly payments of \$465.65, and paid the insurance (R. pp. 167, 266-268, Exs. P-4 & D-13). Without AKPA’s knowledge, Eren titled the vehicle solely in his name (R. p. 266, Ex. D-13).

End of Employment and Unauthorized Transactions

On February 12, 2020, AKPA notified Eren it would not renew his contract beyond May 1, 2020 (R. p. 536, Ex. 4). On March 9, 2020, Eren withdrew \$21,042.57 from AKPA's bank account without authorization (R. pp. 165-166, Ex. P-2 & P-3). The next day, March 10, 2020, he resigned (R. p. 536, Ex. 4).

After resigning, Eren made an additional unauthorized payment of \$10,730.61 from AKPA's account to pay off the vehicle and retained the vehicle (R. pp. 165-167, Exs. P-2 to P-4). He also kept the apartment security deposit (R. p. 158, Ex. P-1) and failed to return the laptop and cell phone (R. p. 204, Ex. P-9; R. p. 208, Ex. P-10). In total, Eren withdrew or caused to be paid \$31,773.18 consisting of the \$21,042.57 withdrawal and \$10,730.61 vehicle payoff (R. pp. 165-167).

Eren set up the company's telephone service in his personal name rather than AKPA's, preventing AKPA from accessing call data and forcing the company to purchase new service and marketing materials (R. p. 355, Darcan Dep. 25:2-26:21).

Post-Resignation Efforts to Recover Property

Eren filed a wage complaint with the South Carolina Department of Labor ("SCDOL"), which was investigated and found to be without merit (R. p. 538, Ex. 6).

AKPA demanded return of its property, including a written demand on November 2, 2020, for the laptop, phone, vehicle, security deposit, and \$31,773.18 (R. p. 278, Ex. D-18). Eren has not returned these items (R. p. 355, Darcan Dep. 28:9-29:12).

ARGUMENTS

1. RESPONDENT BREACHED HIS CONTRACT WHEN HE USED APPELLANT'S FUNDS FOR UNAUTHORIZED PURPOSES

The employment agreement obligated Eren to “protect and preserve company property and funds” and to use those funds only for “authorized company purposes” (R. p. 519, lines 6-20; R. p. 520, lines 1-12). Nothing in the contract provides for housing benefits after termination or for reimbursement of a security deposit.

To house Eren while he served as General Manager, AKPA leased an apartment on Daniel Island and paid the \$2,239.08 security deposit for that unit (R. p. 774, lines 31-33; R. pp. 158-164). Nothing in the Employment Agreement provided Eren with any right to keep that deposit once his employment ended.

The record shows that AKPA paid the \$2,239.08 security deposit on Eren's apartment (R. pp. 158-164; R. p. 368, lines 9-17). When Eren resigned on March 10, 2020, he neither returned that deposit nor reimbursed AKPA. Instead, on March 9, one day before his resignation, he withdrew \$21,042.57 from AKPA's bank account, a sum that included \$2,016 for April's rent, even though he knew he would provide no further services to the company (R. pp. 165-166; R. p. 362, lines 2-16; R. p. 364, lines 4-20).

Kemal Darcan testified that AKPA never approved these payments and that Eren sought no authorization for them (R. p. 363, lines 13-25). AKPA promptly issued a written demand for return of all misappropriated funds and property once the withdrawals were discovered (R. p. 278; R. p. 355, lines 28-29).

These facts establish breach of contract. South Carolina courts hold that an employee breaches his agreement by diverting company funds to personal use without authorization. Williams Carpet Contractors, Inc. v. Skelly, 400 S.C. 320, 734 S.E.2d 177 (Ct. App. 2012).

Even when a contract does not enumerate every forbidden act, a party “acts contrary to the agreement’s purpose” by appropriating employer assets for private benefit. Townes Associates, Ltd., 266 S.C. at 86. And a “good-faith belief of entitlement is no defense to conversion of identifiable funds.” SSI Medical Services, Inc., 301 S.C. at 496.

Eren may argue that he believed the April rent or deposit were part of his compensation, but subjective belief cannot override a written duty to safeguard company funds. SSI Medical Services, Inc., 301 S.C. at 496. Nor can he claim consent or ratification: AKPA acted promptly upon discovering the withdrawal, defeating any implication of approval. Blackwell v. Blackwell, 289 S.C. 470, 472, 346 S.E.2d 731, 732 (Ct. App. 1986) (conversion established where property is retained after demand). Likewise, Crane, 313 S.C. at 73 confirms that unauthorized exercise of ownership over another’s funds is conversion even if the owner does not object immediately.

Accordingly, the retention of the \$2,239.08 security deposit and the unauthorized withdrawal of April rent violated the contract’s explicit mandate to preserve and properly use company funds and support Appellant’s argument that the circuit court’s findings should be reversed as it relates to this claim.

In May 2019, AKPA purchased a 2018 Nissan Rogue for Respondent Tunc Eren’s business use. The evidence establishes that AKPA alone financed and insured the vehicle provided for Eren’s business use. AKPA paid the \$5,000 down payment, every monthly installment of \$465.65, and all insurance premiums (R. pp. 167, 170–183, lines 5–22; R. p. 774, lines 101–109). AKPA’s Charleston manager testified that company cars are provided “to use, not to own,” and that AKPA “paid for the vehicle in its entirety.” Despite these facts, Eren, without AKPA’s knowledge or consent, titled the vehicle solely in his own name (R. p. 266, lines 3–18; R. pp. 774–775, lines 101–109; R. p. 167, lines 3–18; R. pp. 170–183, lines 5–22; R. p. 49, lines 1–23, 39–43).

On March 9, 2020, the day before announcing his resignation, Eren made an unauthorized \$21,042.57 cash withdrawal from AKPA's Wells Fargo account. (R. p. 44, lines 223–233; R. pp. 49–50, lines 135–229). Three days later, on March 12, 2020, he caused an unauthorized \$10,730.61 payment to Ally Financial—the exact amount necessary to pay off the Nissan Rogue loan—again using AKPA's bank account. (R. p. 366, lines 5–25; R. p. 367, lines 1–10). Company witnesses confirmed there was no management approval or written consent for this payoff (R. p. 44, lines 223–233; R. pp. 49–50, lines 135–229; R. p. 774, lines 125–129; R. p. 50, lines 215–229).

Eren then kept the vehicle and never reimbursed AKPA any money whatsoever. These facts show an intentional exercise of ownership over property purchased and insured entirely by AKPA.

AKPA promptly demanded the vehicle's return once it discovered the payoff and sole titling (R. p. 278, lines 1–10; R. p. 355, lines 28–29). Eren ignored that demand. South Carolina law is clear that retaining property after a rightful demand constitutes conversion and breach of duty, regardless of how possession was initially obtained. Blackwell v. Blackwell, 289 S.C. 470, 472, 346 S.E.2d 731, 732 (Ct. App. 1986); Moore, 373 S.C. at 218.

The employment contract itself required Eren to “protect and preserve company property and funds” and to use them only for “authorized company purposes” (R. p. 519, lines 6–20; R. p. 520, lines 1–12). His unilateral payoff and retention of the vehicle violated that express obligation.

Eren's Employment Contract expressly required him, upon termination, to “return all property, equipment, and materials of the Company.” This obligation squarely encompassed the Nissan Rogue and made clear that company assets remained AKPA property (R. p. 185, lines 4–15). These facts establish the Respondent's breach of his contractual duty to return company property and constitute a wrongful exercise of control over AKPA's asset.

South Carolina law squarely supports this conclusion. An employee who retains employer property in violation of an express return-of-property clause breaches the employment contract. SSI Medical Services, Inc., 301 S.C. 493. An employee’s failure to return employer property is an actionable breach of duty. Corley v. Ott, 326 S.C. 89, 485 S.E.2d 97 (1997).

Eren may contend that he believed the vehicle was part of his compensation or that AKPA acquiesced because the title issued in his name. However, South Carolina case law does not support this type of defense. “Money capable of identification may be converted when taken without authorization,” and a good-faith belief of entitlement is no defense. SSI Med. Servs., Inc. v. Cox, 301 S.C. 493, 496, 392 S.E.2d 789, 792 (1990). Likewise, Crane, 313 S.C. at 73 holds that the unauthorized exercise of ownership over another’s property—such as titling an employer-financed vehicle in one’s own name—constitutes conversion even if initial possession was lawful. And Townes Associates, Ltd., 266 S.C. at 86 confirms that a party breaches a contract by acting “contrary to the agreement’s purpose,” even where the contract does not spell out every prohibited act.

The South Carolina Department of Labor investigator recorded Eren’s own statement that he had “already sold the vehicle” (R. p. 538, lines 12–15). This admission confirms that Eren not only retained but disposed of AKPA’s asset for personal gain.

A party’s judicial admissions dispense with proof and bar the admitting party from later contesting the fact. Postal v. Mann, 308 S.C. 385, 418 S.E.2d 322 (Ct. App. 1992). Eren admitted to selling the Rogue, and the undisputed financial records show that AKPA alone funded its purchase and payoff (R. pp. 170–183, lines 5–22; R. pp. 774–775, lines 101–109). Those admissions establish Respondent’s breach (R. pp. 170–183, lines 5–22; R. pp. 774–775, lines 101–109).

Additionally, conversion occurs when one exercises unauthorized control over the property of another inconsistent with the owner's rights. Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). Misappropriation of company funds supports damages for both conversion and breach. Williams Carpet Contractors, Inc. v. Skelly, 400 S.C. 320, 734 S.E.2d 177 (Ct. App. 2012).

When taken together, these facts and the case law lead to the conclusion that Eren's unilateral payoff and continued retention of the AKPA-financed vehicle was both a material breach of his employment contract and conversion of company property. The circuit court's failure to grant relief on this claim was error.

The employment agreement carefully defined AKPA's obligations—salary, rent, security deposit, company vehicle, and communication devices—and imposed on Eren a continuing duty to “protect and preserve company property and funds” and to use those funds only for “authorized company purposes” (R. p. 519, lines 6-20; R. p. 520, lines 1-12). Nothing in the agreement authorizes reimbursement for household furnishings.

The evidence shows that on March 9, 2020—one day before he resigned—Eren withdrew \$21,042.57 from AKPA's operating account without approval (R. pp. 165-166, Ex. P-3; R. p. 362, lines 2-16; R. p. 364, lines 4-20). Bank statements itemize multiple charges to furniture retailers within that single withdrawal (R. pp. 165-166, Ex. P-3). AKPA's managing representative, Kemal Darcan, testified without contradiction that the company never authorized reimbursement for furniture and that Eren never submitted an expense report or request for such payment (R. p. 363, lines 13-25). Eren himself admitted that the March 9 withdrawal was not pre-approved (R. p. 362, lines 2-16). AKPA did not agree to reimburse him for personal household goods.

South Carolina law treats such conduct as a material breach. In Williams Carpet Contractors, Inc., 400 S.C. 320, the Court of Appeals held that an employee breached his contract by diverting company funds for personal use without authorization. 317 S.C. 460, 465-67, 454 S.E.2d 694, 697 (Ct. App. 1995). Likewise, Townes Associates, Ltd., 266 S.C. 81 explains that a party breaches a contract when acting “contrary to the agreement’s purpose,” even if the precise forbidden act is not spelled out. Townes Associates, Ltd., 266 S.C. at 86. And in SSI Medical Services, Inc., 301 S.C. 493, the Supreme Court made clear that a good-faith belief of entitlement is no defense to the unauthorized taking of identifiable funds. SSI Medical Services, Inc., 301 S.C. at 496. These authorities fit the facts here exactly: Eren took a specific, identifiable sum from AKPA’s account for a purpose the contract plainly forbids.

Eren may claim that he believed furniture purchases were part of a relocation benefit. But a “good-faith belief of entitlement is no defense to conversion of identifiable property.” SSI Medical Services, Inc., 301 S.C. at 496. He may argue that AKPA’s delay in objecting constitutes consent, yet the record shows that AKPA discovered the withdrawal only after his resignation and promptly issued a written demand for return of all misappropriated funds (R. p. 278, Ex. D-18; Trial Tr. R. p. 355, lines 28-29). Prompt demand defeats any claim of ratification. Blackwell v. Blackwell, 289 S.C. 470, 472, 346 S.E.2d 731, 732 (Ct. App. 1986).

By withdrawing \$21,042.57 of clearly identifiable company funds to furnish his private residence—without approval, without any expense documentation, and in the face of a contractual duty to safeguard AKPA’s property—Eren acted “contrary to the agreement’s purpose” and breached the contract as a matter of law. Townes Associates, Ltd., 266 S.C. at 86. His subjective belief of entitlement cannot excuse the misappropriation. SSI Medical Services, Inc., 301 S.C. at

496. The circuit court therefore erred in failing to hold Eren liable for this unauthorized expenditure.

AKPA proved direct, identifiable losses proximately caused by Eren's breaches:

1. \$21,042.57 (March 9 withdrawal) and \$10,730.61 (vehicle payoff) (R. pp. 165–167, Ex. P-3);
 2. The value of the vehicle Eren retained, plus the laptop, cell phone, and the \$2,239.08 security deposit (R. pp. 158–164, 266–268; R. p. 370, lines 3–14; R. p. 368, lines 9–17); and
2. RESPONDENT WAS UNJUSTLY ENRICHED WHEN HE USED APPELLANT'S FUNDS FOR UNAUTHORIZED PURPOSES, RETAINED APPELLANT'S FUNDS HE WAS NOT ENTITLED TO, AND WHEN HE RETAINED AND SOLD APPELLANT'S COMPANY VEHICLE THAT WAS PAID FOR ENIRELY BY APPELLANT

To prevail on a claim for unjust enrichment, a plaintiff must show that it conferred a benefit on the defendant, that the defendant realized that benefit, and that retention of the benefit under the circumstances would be inequitable. Ellis v. Smith Grading & Paving, Inc., 294 S.C. 470, 473, 366 S.E.2d 12, 14 (Ct. App. 1988).

AKPA easily satisfies each element. The undisputed evidence establishes that AKPA provided substantial financial and property benefits to Tunc Eren solely to enable him to perform his duties as General Manager and that, immediately before resigning, he diverted company funds and retained company property for his personal use, never reimbursing AKPA.

AKPA Conferred Valuable Benefits

The written employment agreement, executed May 1, 2019, appointed Eren as General Manager and obligated him to “protect and preserve company property and funds” and to use those funds only for “authorized company purposes” (R. p. 519, lines 6-20; R. p. 520, lines 1-12). Under that agreement AKPA agreed to pay Eren's salary, monthly rent, and apartment security deposit

and to furnish a company vehicle, cell phone, and laptop—but it did not authorize reimbursement for personal furnishings or the retention of property after employment ended (*id.*). Consistent with these terms, AKPA paid the \$5,000 down payment, every \$465.65 monthly installment, and all insurance premiums for the vehicle (R. pp. 167, 266-268; Trial Tr. R. p. 366, lines 5-25; R. p. 367, lines 1-10); paid the monthly rent and the \$2,239.08 apartment security deposit (R. pp. 158-164; R. p. 368, lines 9-17); and supplied a company laptop and cell phone for business use (R. p. 204; R. p. 208; R. p. 370, lines 3-14).

Eren Retained Those Benefits Without Reimbursement

The record shows that on March 9, 2020—one day before tendering his resignation—Eren withdrew \$21,042.57 from AKPA’s bank account without authorization, even though he knew he would perform no further work for the company (R. pp. 165-166, Ex. P-3; R. p. 362, lines 2-16; R. p. 364, lines 4-20). Bank statements reveal that the withdrawal included \$2,016 for April rent and purchases from furniture retailers (R. pp. 165-166, Ex. P-3). AKPA’s managing representative Kemal Darcan testified that AKPA never approved reimbursement for household furnishings and that Eren submitted no expense report seeking such approval (Trial Tr. R. p. 363, lines 13-25). Eren also failed to return the \$2,239.08 security deposit AKPA had paid for the apartment (R. pp. 158-164; Trial Tr. R. p. 368, lines 9-17).

Eren’s conduct regarding the company vehicle was even more egregious. Although AKPA paid every dollar toward the purchase price and insurance, Eren titled the vehicle solely in his own name without AKPA’s knowledge or consent (R. p. 266, Ex. D-13; R. p. 366, lines 5-18), used AKPA funds to pay off the remaining loan balance on March 10, 2020 (R. pp. 165-167, Ex. P-3), and has never reimbursed AKPA a cent (R. p. 366, lines 5-25; R. p. 367, lines 1-10). He likewise retained the company-issued laptop and cell phone containing proprietary data (R. p. 204; R. p.

208; R. p. 370, lines 3-14). In addition, he opened the company's business telephone account in his own name, forcing AKPA to obtain a new telephone number and replace marketing materials (R. p. 355, 25:2-26:21). The record confirms the need to replace the phone service but does not provide a precise dollar amount for that cost.

AKPA demanded return of its property and repayment of misappropriated funds on November 2, 2020, and Eren refused (R. p. 278, Ex. D-18; R. p. 355, 28:9-29:12). The South Carolina Department of Labor, Licensing and Regulation independently investigated Eren's wage complaint and closed the matter with no finding of statutory violation.

South Carolina law requires restitution where a person has been enriched at another's expense in circumstances that make retention unjust. Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 406, 581 S.E.2d 161, 165 (2003). Unauthorized personal use of employer funds is classic unjust enrichment. See Williams Carpet, 400 S.C. 320 (employee unjustly enriched by diverting company funds for personal expenses); SSI Medical Services, Inc., 392 S.E.2d at 792 (good-faith belief of entitlement no defense to conversion of identifiable money). Retaining property after demand likewise supports restitution. Blackwell, 346 S.E.2d at 732; Moore, 644 S.E.2d at 745.

AKPA conferred substantial monetary and property benefits on Eren to facilitate his management duties. On the eve of his resignation, he diverted company funds for personal rent and furniture, retained the company-financed vehicle, kept the laptop and phone, and ignored AKPA's formal demand for return and reimbursement. Under South Carolina law, those undisputed facts satisfy every element of unjust enrichment, and the circuit court's findings were in error.

3. RESPONDENT CONVERTED APPELLANT'S PROPERTY WHEN, WITHOUT AUTHORIZATION, HE USED APPELLANT'S FUNDS TO PAY FOR HIS RENT, RETAINED SECURITY DEPOSIT PAID WITH APPELLANT'S FUNDS, AND WHEN HE RETAINED APPELLANT'S COMPANY VEHICLE THAT WAS PAID FOR ENTIRELY BY APPELLANT.

Conversion occurs when a party, without authorization, exercises ownership over another's property in a manner inconsistent with the owner's rights. Crane, 313 S.C. at 73. Money that is "capable of identification" is subject to conversion, and a good-faith belief of entitlement is no defense. SSI Medical Services, Inc., 301 S.C. at 496. Where initial possession is lawful, conversion occurs upon refusal to return the property after a proper demand. Regions Bank, 354 S.C. at 667.

AKPA entrusted Eren with access to its bank account so that he could pay legitimate corporate expenses, but the employment contract required him to "protect and preserve company property and funds" and to use them only for "authorized company purposes" (R. p. 519, lines 6-20; R. p. 520, lines 1-12). On March 9, 2020—one day before submitting his resignation—Eren withdrew \$21,042.57 from AKPA's account without approval, fully aware that he would perform no further work (R. pp. 165-166, Ex. P-3; R. p. 362, lines 2-16; R. p. 364, lines 4-20). The bank records itemize that this withdrawal included \$2,016 for April rent and purchases from furniture retailers (R. pp. 165-166, Ex. P-3). AKPA's managing representative, Kemal Darcan, confirmed that the company never authorized reimbursement for personal furniture (R. p. 363, lines 13-25).

AKPA also paid a \$2,239.08 apartment security deposit (R. pp. 158-164, Ex. P-1; R. p. 368, lines 9-17). Eren never returned those funds despite AKPA's November 2, 2020, written demand for repayment of all misappropriated monies and property (R. p. 278, Ex. D-18; R. p. 355, 28:9–29:12). Although Eren testified that he believed his housing benefit extended through the lease term (R. p. 364, lines 4-20; R. p. 368, lines 18-25), South Carolina law squarely holds that a subjective belief of entitlement does not excuse the unauthorized taking of identifiable company funds. SSI Medical Services, Inc., 301 S.C. at 496.

The evidence regarding the company vehicle is equally compelling. AKPA paid the \$5,000 down payment, every \$465.65 monthly installment, and all insurance premiums (R. pp. 167, 266-

268; R. p. 366, lines 5-25; R. p. 367, lines 1-10). Yet Eren titled the vehicle solely in his own name without AKPA's knowledge or consent (R. p. 266, Ex. D-13; R. p. 366, lines 5-18) and on March 10, 2020 used 2020, funds to pay off the remaining \$10,730.61 balance (R. pp. 165-167, Ex. P-3). He retained the vehicle after AKPA demanded its return (R. p. 278, Ex. D-18). Retention of employer property after demand constitutes conversion. Blackwell, 289 S.C. at 472; Moore, 373 S.C. at 218.

Eren also kept the company-issued laptop and cell phone—both containing AKPA data—after his resignation and after AKPA's written demand for their return (R. p. 204, Ex. P-9; R. p. 208, Ex. P-10; R. p. 370, lines 3-14; R. p. 278, Ex. D-18). Conversion occurs when one refuses to surrender property after a rightful demand. Young v. McKelvey, 286 S.C. 119, 122, 333 S.E.2d 566, 887 (1985). The record does not show whether these items were eventually returned or their present value, so the damages award should be limited to the value at the time of the wrongful retention.

Eren further registered AKPA's business telephone service in his personal name, forcing the company to obtain a new number and to replace marketing materials (Darcan Dep. R. p. 355, 25:2–26:21). The Record confirms the need for replacement service but provides no dollar amount for that cost; damages should be limited accordingly.

By diverting identifiable company funds, retaining a company-financed vehicle titled solely in his own name, keeping the laptop and cell phone, and refusing to return these assets after AKPA's formal written demand, Eren exercised ownership rights wholly inconsistent with AKPA's. Such conduct constitutes conversion even when the property was initially entrusted to the defendant. Crane, 313 S.C. at 73; SSI Medical Services, Inc., 301 S.C. at 496. Eren's testimony that he believed certain benefits extended beyond his employment (R. p. 364, lines 4-20) cannot

absolve him, because “good-faith belief of entitlement is no defense to conversion of identifiable property.” SSI Medical Services, Inc., 301 S.C. at 496.

4. RESPONDENT CANNOT TAKE A POSITION INCONSISTENT WITH OR CONTRADICTIONARY TO HIS PLEADINGS.

South Carolina law is clear that “[f]acts admitted in a party’s pleadings are judicial admissions and therefore bind the party throughout the course of the litigation.” Postal v. Mann, 308 S.C. 385, 387, 418 S.E.2d 322, 323 (Ct. App. 1992); Elrod v. All, 243 S.C. 425, 429, 134 S.E.2d 410, 412 (1964). Once made, such an admission “dispenses with proof and bars the admitting party from later contesting the fact.” Postal, 308 S.C. at 387.

AKPA alleged in its Complaint that, under the parties’ employment agreement, “AKPA paid the monthly rent for the Charleston apartment leased for Respondent’s use.” (R. p. 774). Respondent’s Answer expressly admitted Paragraph 12(c). (R. p. 751). That admission is conclusive and relieves AKPA of any further proof that AKPA—not Respondent—was financially responsible for the rent. Postal, 308 S.C. at 387.

The Complaint attached the apartment lease as Exhibit 3 (R. pp. 158–164, Ex. P-1). At trial, the lease identifying “AKPA Chemicals US, Inc.” as the tenant was admitted into evidence as Plaintiff’s Exhibit 1 (R. p. 42, lines 29–43; R. p. 43, lines 1–15). The same evidence shows AKPA paid the \$2,239.08 security deposit (R. pp. 158–164, Ex. P-1; R. p. 368, lines 9–17). In addition, AKPA’s managing representative, Kemal Darcan, testified that AKPA funded the initial rent/deposit and thereafter paid every monthly rent check directly to the landlord (R. p. 42, lines 1–25). This unrefuted testimony and the admitted lease independently corroborate Respondent’s pleading admission. See Wilder Corp. v. Wilke, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) (uncontradicted proof controls where no contrary evidence exists).

Respondent's Initial Brief suggests the apartment arrangement was "personal" and that AKPA submitted a "purported lease lacking signatures and legal effect." To the extent those assertions imply AKPA did not pay the monthly rent, they directly contradict Respondent's Answer and are barred by the doctrine of judicial admissions. Postal, 308 S.C. at 387; Elrod, 243 S.C. at 429. The admitted lease (Pl.'s Ex. 1) and trial testimony remove any doubt that AKPA was the paying tenant (R. p. 42, lines 29–43; R. p. 43, lines 1–15; R. p. 42, lines 1–25; R. pp. 158–164).

Respondent did not admit the security deposit allegation. AKPA alleged in Paragraph 12(d) that it paid the \$2,239.08 deposit (R. p. 774), and Respondent denied that paragraph (R. p. 752). Even so, the trial record proves AKPA funded the deposit: the lease reflects AKPA as tenant, and Darcan testified to AKPA's payment (R. pp. 158–164, Ex. P-1; R. p. 368, lines 9–17). Thus, even absent a pleading admission on the deposit, the Record establishes the fact.

Respondent may argue that a "housing benefit" justified his retention of funds or that a different "second lease" undermines AKPA's proof. The employment agreement required Respondent to "protect and preserve company property and funds" and to use them only for authorized company purposes (R. p. 519, lines 6–20; R. p. 520, lines 1–12). AKPA also issued a November 2, 2020 demand for return of all misappropriated funds and property (R. p. 278, Ex. D-18; Trial Tr. R. p. 355, lines 28–29). A good-faith belief of entitlement does not excuse taking identifiable company funds, and refusal to return after demand is wrongful. SSI Med. Servs., Inc. v. Cox, 301 S.C. 493, 496, 392 S.E.2d 789, 792 (1990); Regions Bank v. Schmauch, 354 S.C. 648, 667, 582 S.E.2d 432, 442 (Ct. App. 2003). Any "second lease" cannot overcome a binding judicial admission and unrefuted trial proof. Postal, 308 S.C. at 387; Wilder Corp., 330 S.C. at 76.

Respondent's own pleadings bind him to the fact that AKPA paid the apartment rent (R. p. 752). The admitted lease and unrefuted testimony independently confirm AKPA's status as paying

tenant (R. pp. 158–164; R. p. 42, lines 29–43; R. p. 43, lines 1–15; R. p. 42, lines 1–25). The circuit court erred by failing to find that Plaintiff’s admission was binding.

CONCLUSION

For all of the foregoing reasons, the Circuit Court’s decision should be reversed as stated herein.

September 11, 2025

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AFFIDAVIT OF MELISSA POCOCK KALDAS

PERSONALLY appeared before me, Melissa Pocock Kaldas, who, being sworn, deposes and says that:

1. I work as a paralegal at Patterson Law Group, LLC.
2. The matters contained in this Affidavit are within my personal knowledge and are true and correct.
3. On April 15, 2026, at 9:27 am, Michael E. Patterson, Jr., sent me a copy of his Final Brief to be filed with the Court of Appeals. This email and the Final Brief attached to this email have been attached hereto as Exhibit 1.
4. However, on April 15, 2026, at 12:19 pm, I inadvertently, mistakenly, and on accident submitted the wrong copy of the Final Brief to the Court of Appeals at ctappfilings@sccourts.org. This email and the incorrect Final Brief enclosed with this filing have been attached hereto as Exhibit 2.
5. Filing the incorrect copy of the Final Brief on April 15, 2026, at 12:19 pm, was an inadvertent error on my part and was in no way intentional, but it was nonetheless not the copy Michael E. Patterson, Jr. sent to me for filing.

I SO SWEAR!

Melissa Pocock Kaldas
By: MELISSA POCOCK KALDAS

STATE OF SOUTH CAROLINA)

COUNTY OF ~~BERKELEY~~ Charleston

SUBSCRIBED, sworn to, and acknowledged before me by Melissa Pocock Kaldas, this 6th day of May, 2026.

Notary /s/ William Z...

My Commission Expires: 04/23/2034

Notary public for Dorchester County, SC



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AKPA Revised Final Draft

From Michael Patterson <michael@pattersonlawsc.com>

Date Wed 4/15/2026 9:27 AM

To Melissa Kaldas <Melissa@pattersonlawsc.com>

Cc Betsy Homa <Betsy@pattersonlawsc.com>

 1 attachment (67 KB)

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Please find attached a copy of the Revised Final Draft. This is good to go.

PLEASE TAKE NOTICE OF OUR NEW CONTACT INFORMATION BELOW.

Please copy my paralegal, Melissa (melissa@pattersonlawsc.com), on all correspondences.

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE BERKELEY COUNTY
COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

Appellate Case No. 2024-002032

Case No.: 2021-CP-08-00087

Tunc Eren Respondent,

v.

AKPA Chemicals US, Inc Appellant.

FINAL BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE RESPONDENT BREACHED HIS CONTRACT?
2. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE ITS ACTION AGAINST RESPONDENT FOR QUANTUM MERUIT/UNJUST ENRICHMENT?
3. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE RESPONDENT CONVERTED APPELLANT'S PROPERTY?

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STATEMENT OF THE CASE

Appellant is asking the Court of Appeals to reverse the decision of the Honorable Judge Jennifer McCoy (hereinafter the “Circuit Court” or “Judge McCoy”).

On October 17, 2024, a bench trial was held before Judge McCoy. Appellant brought forth ten (10) causes of action, and Respondent brought forth a counterclaim. (R. pp. 756-757, pp. 777-785). On October 29, 2024, Judge McCoy entered a verdict for Respondent as to all ten of Appellant’s causes of action, stating that Appellant “failed to meet the burden of proof on any claims by a preponderance of the evidence.” (R. p. 5). Regarding Respondent’s counterclaim, Judge McCoy found for Appellant and stated that “the court finds [Respondent] failed to meet his burden of proof as to the requisite elements.” (Id.).

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STANDARD OF REVIEW

This case was heard by the Circuit Court Judge at a bench trial without a jury. However, Appellant alleged various causes of action, which have different standards of review.

“When legal and equitable actions are maintained in one suit, each retains its own identity as legal or equitable for purposes of the applicable standard of review on appeal.” Corley v. Ott, 326 S.C. 89, 92 n.1, 485 S.E.2d 97, 99 n.1 (1997); See also Consignment Sales, LLC v. Tucker Oil Co., 391 S.C. 266, 270, 705 S.E.2d 73, 75 (Ct. App. 2010).

Appellant’s Complaint contained a cause of action for “Quantum Meruit/Unjust Enrichment”. See p. 7-8 of the Complaint. “A proceeding in quantum meruit is equitable.” See Columbia Wholesale Co. v. Scudder May N.V., 312 S.C. 259 n.1, 262, 440 S.E.2d 129, 131 n.1 (1994); QHG of Lake City, Inc. v. McCutcheon, 360 S.C. 196, 202, 600 S.E.2d 105, 107-08 (Ct. App. 2004) (applying an equitable standard of review to an action in quantum meruit).

“In an action at equity, tried by a judge alone, an appellate court may find facts in accordance with its own view of the preponderance of the evidence.” Inlet Harbour v. S.C. Dep’t of Parks, Rec. & Tourism, 377 S.C. 86, 91, 659 S.E.2d 151, 154 (2008). “We review factual findings and legal conclusions in an equitable action de novo.” Lewis v. Lewis, 392 S.C. 381, 388–89, 709 S.E.2d 650, 653–54 (2011). “However, we are not required to disregard the findings of the trial judge who saw and heard the witnesses and was in a better position to judge their credibility.” Straight v. Goss, 383 S.C. 180, 192, 678 S.E.2d 443, 449 (Ct. App. 2009). “Moreover, the appellant is not relieved of his burden of convincing the appellate court the trial judge committed error in his findings.” Pinckney v. Warren, 344 S.C. 382, 387-88, 544 S.E.2d 620, 623 (2001). “[W]hen an appellate court chooses to find facts in accordance with its own view of the evidence, the court

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must state distinctly its findings of fact and the reason for its decision.” Dearybury v. Dearybury, 351 S.C. 278, 283, 569 S.E.2d 367, 369 (2002).

“An action for breach of contract seeking money damages is an action at law.” Eldeco, Inc. v. Charleston County Sch. Dist., 372 S.C. 470, 476, 642 S.E.2d 726, 729 (2007); See also Electro Lab of Aiken, Inc. v. Sharp Constr. Co. of Sumter, Inc., 357 S.C. 363, 367, 593 S.E.2d 170, 172 (Ct.App.2004). “An action for conversion is an action at law.” Blackwell v. Blackwell, 289 S.C. 470, 471, 346 S.E.2d 731, 732 (Ct.App.1986). “On appeal of an action at law tried without a jury, the findings of fact of the trial court will not be disturbed unless found to be without evidence which reasonably supports the trial court's findings.” Townes Assocs., Ltd. v. City of Greenville, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976). “Stated another way, the trial court's findings of fact will not be disturbed on appeal unless wholly unsupported by the evidence or unless it clearly appears the findings were influenced or controlled by an error of law.” Butler Contracting, Inc. v. Court St., LLC, 369 S.C. 121, 127, 631 S.E.2d 252, 255 (2006). “In such a case, the trial court's findings are equivalent to a jury's findings in a law action.” Id. “Of course, we review de novo the trial court's legal conclusions in an action at law.” Temple v. Tec-Fab, Inc., 381 S.C. 597, 599-600, 675 S.E.2d 414, 415 (2009). However, “[Q]uestions concerning credibility and the weight to be accorded evidence are exclusively for the trial court.” Ward v. West Oil Co., 379 S.C. 225, 238, 665 S.E.2d 618, 625 (Ct.App.2008).

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STATEMENT OF FACTS

Appellant is engaged in the chemical manufacture and supply business. (R. p. 284, lines 21-24). On or about February 26, 2018, Respondent began working for a company affiliated with Appellant in Turkey. (R. p. 751, paragraph 7). On or about March or April of 2019, Respondent was offered a position with Appellant in South Carolina. (R. p. 444, lines 16-18). Appellant then paid for Respondent's travel from Turkey to Berkeley County, South Carolina.

Once Claimant relocated to Berkeley County, South Carolina, on or about May 1, 2019, Appellant and Respondent entered into and executed an employment contract (hereinafter the "Contract"). (R. p. 185, R. p. 362, lines 10-13). Pursuant to the Contract, Respondent was employed by Appellant as General Manager for Appellant's facility in South Carolina. (R. p. 185). Respondent was the highest-ranking employee for Appellant in South Carolina. In order to aid Respondent in his role as General Manager, Appellant provided him with resources and corporate benefits, including, but not limited to:

- a. A laptop computer (hereinafter the "Laptop") containing proprietary and confidential information. (R. pp. 183-184, R. p. 794).
- b. A cellular mobile phone (hereinafter the "Cell Phone"). (R. pp. 183-184, R. pp. 208-239).
- c. Rent payments on a monthly basis for Respondent's apartment (hereinafter the "Rent Payments"). (R. p. 751, paragraph 12(c), R. p. 774, paragraph 12(c), R. pp. 158-164, R. p. 166, line 21, R. pp. 183-184, R. pp. 192-203, R. pp. 795-801).
- d. Payment of the security deposit for Respondent's apartment (hereinafter the "Security Deposit") in the amount of \$2,239.08. (R. pp. 183-184, R. p. 194, R. pp. 467-468, line 25 and lines 1-10, R. p. 481, lines 16-25).
- e. A motor vehicle (hereinafter the "Vehicle") for which Appellant paid \$5,000.00 as a down payment. (R. pp. 183-184, R. 482, lines 6-12). Additionally, Appellant made all of the monthly payments (\$465.65 per month) for the Vehicle and also paid for the insurance on the Vehicle. (R. pp.

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183-184, R. p. 482, lines 18-20). However, unbeknownst to Appellant, Respondent titled the Vehicle in his name only. (R. p. 165, R. pp. 167-169, R. pp. 170-182, R. pp. 183-184, R. p. 482, lines 6-12 and lines 18-20).

On February 12, 2020, Appellant advised Respondent it would not be renewing Respondent's Contract once it expired on May 1, 2020. (R. pp. 298-299, lines 24-25 and lines 1-3, R. p. 476, lines 21-25). On March 9, 2020, Respondent made an unauthorized and unapproved withdrawal from Appellant's bank account in the amount of \$21,042.57. . The very next day, on March 10, 2020, knowing his employment with Appellant would not be renewed, Respondent resigned from his employment with Appellant. (R. p. 349). After Respondent's March 10, 2020, resignation, without authorization or approval from Appellant, Respondent made an unauthorized payment out of Appellant's bank account in the amount of \$10,730.61 to pay off the Vehicle. (R. p. 165, R. p. 482, lines 21-24).

In the days after Respondent's resignation, Appellant learned Respondent withdrew and/or caused to be paid to a third party the sum of \$31,773.18, which is the sum of the March 9, 2020, \$21,042.57 withdrawal and the \$10,730.61 payment for the Vehicle. (R. p. 165, R. p. 482, lines 21-24). After Respondent resigned from Appellant's employ, he also collected the Security Deposit and has not returned it to Appellant. (R. pp. 467-468, line 25 and lines 1-10, R. p. 481, lines 16-25)

As General Manager, Respondent was in charge of numerous day-to-day tasks, including setting up the phone lines for Appellant's facility in South Carolina. Following Respondent's resignation, Appellant learned it was unable to access important Phone Account information as a result of Respondent's actions. Appellant was required to set up an entirely new account with new phone numbers, which cost time and money. Moreover, Appellant spent time and money on marketing materials which contained the old phone number. As a result of Respondent's actions, these marketing materials with the old phone number could no longer be utilized and Appellant had to pay for new marketing materials that would contain the new phone number.

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Since Respondent's resignation, Appellant has made numerous attempts to contact Respondent to recover the Laptop, the Cell Phone, the Security Deposit, the Vehicle, and the \$31,773.18, all of which Respondent has either illegally taken and/or withheld from Appellant. (R. pp. 183-184). Additionally, following his resignation, Respondent filed a frivolous and malicious claim with the South Carolina Department of Labor ("SCDOL"). (R. pp. 183-184). As a result of this claim, Appellant was required to spend unnecessary time and money defending itself against Respondent's allegations. (Id.). Ultimately, Respondent's claim was unfounded by the SCDOL investigator. (Id.). The SCDOL investigator agreed Respondent has retained the Vehicle, and the investigator also determined Respondent withdrew \$21,042.57 from Appellant's bank account. (Id.). On November 2, 2020, Appellant served Respondent with a letter demanding return of the Laptop, the Cell Phone, the Security Deposit, the Vehicle, and the \$31,773.18, which the Respondent took from Appellant without authorization (R. pp. 811-813).

To date, Respondent has not returned the Laptop, the Cell Phone, the Security Deposit, the Vehicle, and/or the \$31,773.18 to Appellant (See subsection a through e above).

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ARGUMENTS

1. RESPONDENT WAS UNJUSTLY ENRICHED WHEN HE USED APPELLANT'S FUNDS FOR UNAUTHORIZED PURPOSES, RETAINED APPELLANT'S FUNDS HE WAS NOT ENTITLED TO, AND WHEN HE RETAINED AND SOLD APPELLANT'S COMPANY VEHICLE THAT WAS PAID FOR ENTIRELY BY APPELLANT.

Under South Carolina law, a party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another. Ellis v. Smith Grading and Paving, Inc., 294 S.C. 470, 473, 366 S.E.2d 12, 14 (Ct.App.1988). Unjust enrichment is an equitable doctrine which permits the recovery of that amount the defendant has been unjustly enriched at the expense of the plaintiff. Id.

Furthermore, a party can be unjustly enriched when it has and retains benefits or money which belong to another. Dema v. Tenet Physician Servs.-Hilton Head, Inc., 383 S.C. 115, 678 S.E.2d 430, 434 (2009).

To recover for unjust enrichment, a plaintiff must show: (1) a benefit conferred upon the defendant by plaintiff; (2) realization of that benefit by the defendant; and (3) retention by the defendant of the benefit under conditions that make it unjust for it to retain the benefit. Brooks v. GAF Materials Corp., 41 F. Supp. 3d 474, 485 (D.S.C. 2014) (citing Ellis v. Smith Grading & Paving, Inc., 294 S.C. 470, 366 S.E.2d 12, 15 (S.C.Ct.App.1988)).

Appellant and Respondent maintained an employee and employer relationship that began on May 1, 2019, and ended on March 10, 2020, when Respondent resigned from AKPA. (R. p. 756, paragraph 5; R. p. 468, lines 21-25, p. 469, lines 1-6).

Furthermore, Appellant provided Respondent with the Laptop, the Cell Phone, the Vehicle, the Rent Payments, and the Security Deposit, pursuant to the employee and employer relationship. (R. pp. 158-164, R. p. 166, line 21, R. p. 165, R. pp. 167-169, R. pp. 170-182, R. pp. 183-184, R. pp. 192-203, R. p. 194, R. pp. 208-239, R. pp. 467-468, line 25 and lines 1-10, R. p. 751, paragraph 12(c), R. p. 774, paragraph 12(c), R. p. 481, lines 16-25, R. p. 482, lines 6-12 and lines 18-20, R. p. 794).

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During his employment, Respondent knowingly and voluntarily accepted the company property provided by Appellant. However, following Respondent's resignation, Respondent took actions to unjustly retain Appellant's property without paying any value to Appellant whatsoever; including, but not limited to, the following:

- a. Failing to return the laptop (R. pp. 183-184, R. p. 794);
- b. Failing to return the Cell Phone (R. pp. 183-184, R. pp. 208-239);
- c. Taking the Security Deposit (R. pp. 183-184, R. p. 194, R. pp. 467-468, line 25 and lines 1-10, R. p. 481, lines 16-25);
- d. Failing to return the Vehicle (R. p. 165, R. pp. 167-169, R. pp. 170-182, R. pp. 183-184, R. p. 482, lines 6-12 and lines 18-20);
- e. Taking \$10,730.61 from Appellant's bank account to pay off the balance of the Vehicle without Appellant's authorization or approval (R. p. 165, R. p. 183-184, R. p. 482, lines 21-24);
- f. Taking \$21,042.57 from Appellant's bank account without Appellant's authorization or approval (R. p. 165, R. p. 482, lines 21-24); and
- g. Failing to properly set up the Phone Account in Appellant's name. (R. pp. 183-184, R. pp. 208-239).

Respondent was employed by Appellant as General Manager for Appellant's facility in South Carolina. (R. p. 185). Respondent was the highest-ranking employee for Appellant in South Carolina. In order to aid Respondent in his role as General Manager, Appellant provided him with resources and corporate benefits, including, but not limited to a vehicle, an apartment, a laptop and a cell phone with the intention that these items would be used to further the Appellant's business.

Appellant provided Respondent with a vehicle and paid for the down payment, each monthly lease payment, as well as for the insurance for the vehicle. (R. p. 165, R. pp. 167-169, R. pp. 170-182, R. pp. 183-184, R. p. 482, lines 6-12 and lines 18-20).

Appellant provided Respondent with a cell phone and laptop containing proprietary and

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confidential information for the use in operations of the Appellant's business in South Carolina. (R. pp. 183-184, R. pp. 208-239).

The Appellant provided Respondent with access to their bank account so that Respondent could purchase items necessary for the running of Appellant's business. (R. pp. 240-241).

As Respondent was acting as the sole representative of the Appellant in South Carolina, the Appellant purchased and provided Respondent with an Apartment for him to live in. Appellant paid the down payment, the security deposit, as well as the monthly lease payments on the apartment. (R. p. 751, paragraph 12(c), R. p. 774, paragraph 12(c), R. pp. 158-164, R. p. 166, line 21, R. pp. 183-184, R. pp. 192-203, R. pp. 795-801).

On February 12, 2020, Appellant advised Respondent it would not be renewing Respondent's Contract once it expired on May 1, 2020. (R. pp. 298-299, lines 24-25 and lines 1-3, R. p. 476, lines 21-25).

On March 9, 2020, Respondent made an unauthorized and unapproved withdrawal from Appellant's bank account in the amount of \$21,042.57. This amount has been retained by Respondent and not returned to Appellant. (R. p. 165-166, R. pp. 183-184, R. p. 482, lines 21-24).

The very next day, on March 10, 2020, knowing his employment with Appellant would not be renewed, Respondent resigned from his employment with Appellant. (R. p. 349).

After Respondent's March 10, 2020, resignation, without authorization or approval from Appellant, Respondent made an unauthorized payment out of Appellant's bank account in the amount of \$10,730.61 to pay off the Vehicle. (R. p. 165-166, R. pp. 183-184, R. p. 482, lines 21-24).

Despite the fact the down payment for the vehicle, each monthly payment, and the insurance was paid by Appellant, Respondent, without the knowledge or approval of Appellant, titled the vehicle in his name. Accordingly, once Respondent used Appellant's bank account to pay off the vehicle, the vehicle was then retained by the Respondent.

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Appellant paid for an apartment for the Respondent and paid the security deposit and each month's rent. Despite that, after his resignation, Respondent retained the security deposit and did not return it to the Appellant. (R. pp. 183-184, R. p. 194, R. pp. 467-468, line 25 and lines 1-10, R. p. 481, lines 16-25).

The benefits conferred upon the Respondent by the Appellant were not for his own personal use or for his financial benefit but were conferred upon Respondent in order to help facilitate the operations of Appellant's business in South Carolina. Furthermore, Respondent was unjustly enriched at the expense of Appellant through his retention of Appellant's property and money.

Accordingly, the trial court erred in determining that there was insufficient evidence to prove that Respondent had been unjustly enriched.

2. RESPONDENT CONVERTED APPELLANT'S PROPERTY WHEN, WITHOUT AUTHORIZATION, HE USED APPELLANT'S FUNDS TO PAY FOR HIS RENT, RETAINED SECURITY DEPOSIT PAID WITH APPELLANT'S FUNDS, AND WHEN HE RETAINED APPELLANT'S COMPANY VEHICLE THAT WAS PAID FOR ENTIRELY BY APPELLANT.

Under South Carolina law, "[c]onversion is the unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the alteration of the condition or the exclusion of the owner's rights." Crane v. Citicorp Nat'l Servs., Inc., 313 S.C. 70, 437 S.E.2d 50, 52 (1993). Additionally, "[m]oney may be the subject of conversion when it is capable of being identified." SSI Med. Serv's, Inc. v. Cox, 301 S.C. 493, 392 S.E.2d 789, 792 (1990).

The Appellant provided Respondent with access to their bank account so that Respondent could purchase items necessary for the running of Appellant's business. (R. pp. 240-241).

As Respondent was acting as the sole representative of the Appellant in South Carolina, the Appellant purchased and provided Respondent with an Apartment for him to live in. Appellant paid the down payment, the security deposit, as well as the monthly lease payments on the apartment. (R. pp. 158-164, R. p. 166, line 21, R. p. 165, R. pp. 167-169, R. pp. 170-182, R. pp. 183-184, R. pp. 192-203, R. p. 194, R. pp. 208-211, R. pp. 467-468, line 25 and lines 1-10, R. p. 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000).

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paragraph 12(c), R. p. 774, paragraph 12(c), R. p. 481, lines 16-25, R. p. 482, lines 6-12 and lines 18-20, R. p. 794).

On February 12, 2020, Appellant advised Respondent it would not be renewing Respondent's Contract once it expired on May 1, 2020. (R. pp. 298-299, lines 24-25 and lines 1-3, R. p. 476, lines 21-25).

On March 9, 2020, Respondent made an unauthorized and unapproved withdrawal from Appellant's bank account in the amount of \$21,042.57. This amount has been retained by Respondent and not returned to Appellant. (R. p. 165-166, R. pp. 183-184, R. p. 482, lines 21-24).

The very next day, on March 10, 2020, knowing his employment with Appellant would not be renewed, Respondent resigned from his employment with Appellant. (R. p. 349).

After Respondent's March 10, 2020, resignation, without authorization or approval from Appellant, Respondent made an unauthorized payment out of Appellant's bank account in the amount of \$10,730.61 to pay off the Vehicle. (R. p. 165-166, R. pp. 183-184, R. p. 482, lines 21-24).

Despite the fact the down payment for the vehicle, each monthly payment, and the insurance was paid by Appellant, Respondent, without the knowledge or approval of Appellant, titled the vehicle in his name. Accordingly, once Respondent used Appellant's bank account to pay off the vehicle, the vehicle was then retained by the Respondent. Appellant asked numerous times to get the vehicle back and Respondent refused. Respondent then sold the vehicle and moved to Florida. Respondent never returned the company vehicle to Appellant and then sold the vehicle without Appellant's authorization. Respondent then never provided Appellant with the proceeds from the sale of the company vehicle.

Appellant paid for an apartment for the Respondent and paid the security deposit and each month's rent. Despite that, after his resignation, Respondent retained the security deposit and did not return it to the Appellant.

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Accordingly, the trial court erred in determining that there was insufficient evidence to prove that Respondent converted Appellant's property.

3. RESPONDENT BREACHED HIS CONTRACT WHEN HE USED APPELLANT'S FUNDS FOR UNAUTHORIZED PURPOSES.

In South Carolina, in order to prove a breach of contract, a Plaintiff must show: (1) the existence of a contract, (2) a breach of that contract, and (3) damages caused by the breach. Austin v. Orangeburg Homes, LLC, No. 5:20-CV-3406-SAL, 2021 WL 4227498 (D.S.C. Sept. 16, 2021) (citing S. Glass & Plastics Co. v. Kemper, 399 S.C. 483, 491-92, 732 S.E.2d 205, 209 (Ct. App. 2012)).

Pursuant to the Contract, Appellant provided Respondent with an apartment, paid all rent payments and paid the security deposit. (R. p. 751, paragraph 12(c), R. p. 774, paragraph 12(c), R. pp. 158-164, R. p. 166, line 21, R. pp. 183-184, R. pp. 192-203, R. p. 194, R. pp. 467-468, line 25 and lines 1-10, R. p. 481, lines 16-25, R. pp. 795-801).

Pursuant to the Contract, Appellant provided Respondent with a vehicle and paid for the down payment, each monthly lease payment, as well as for the insurance for the vehicle. (R. p. 165, R. pp. 167-169, R. pp. 170-182, R. pp. 183-184, R. p. 482, lines 6-12 and lines 18-20).

Pursuant to the Contract, Appellant provided Respondent with a cell phone and laptop containing proprietary and confidential information for the use in operations of the Appellant's business in South Carolina. (R. pp. 183-184, R. pp. 208-239, R. p. 794).

The Appellant provided Respondent with access to their bank account so that Respondent could purchase items necessary for the running of Appellant's business. (R. pp. 240-241).

As Respondent was acting as the sole representative of the Appellant in South Carolina, the Appellant purchased and provided Respondent with an Apartment for him to live in. Appellant paid the down payment, the security deposit, as well as the monthly lease payments on the apartment. (R. pp. 183-184, R. p. 194, R. pp. 467-468, line 25 and lines 1-10, R. p. 481, lines 16-25).

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On February 12, 2020, Appellant advised Respondent it would not be renewing Respondent's Contract once it expired on May 1, 2020. (R. pp. 298-299, lines 24-25 and lines 1-3, R. p. 476, lines 21-25).

On March 9, 2020, Respondent made an unauthorized and unapproved withdrawal from Appellant's bank account in the amount of \$21,042.57. This amount has been retained by Respondent and not returned to Appellant. (R. p. 165-166, R. pp. 183-184, R. p. 482, lines 21-24).

The very next day, on March 10, 2020, knowing his employment with Appellant would not be renewed, Respondent resigned from his employment with Appellant. (R. p. 349).

After Respondent's March 10, 2020, resignation, without authorization or approval from Appellant, Respondent made an unauthorized payment out of Appellant's bank account in the amount of \$10,730.61 to pay off the Vehicle. (R. p. 165-166, R. pp. 183-184, R. p. 482, lines 21-24).

Despite the fact the down payment for the vehicle, each monthly payment, and the insurance was paid by Appellant, Respondent, without the knowledge or approval of Appellant, titled the vehicle in his name. Accordingly, once Respondent used Appellant's bank account to pay off the vehicle, the vehicle was then retained by the Respondent.

Appellant paid for an apartment for the Respondent and paid the security deposit and each month's rent. Despite that, after his resignation, Respondent retained the security deposit and did not return it to Appellant.

The benefits conferred upon Respondent by Appellant were not for his own personal use or for his financial benefit but were conferred upon Respondent in order to help facilitate the operations of Appellant's business in South Carolina.

Accordingly, the trial court erred in determining that there was insufficient evidence to prove that Respondent breached the Contract.

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CONCLUSION

For all of the foregoing reasons, the Circuit Court's decision should be reversed as stated herein.

April 15, 2026

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EXHIBIT 1

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE BERKELEY COUNTY
COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

Appellate Case No.: 2024-002032
Case No.: 2021-CP-08-00087

PROOF OF SERVICE

I certify that I have served the *Final Brief of Appellant* by forwarding via electronic mail and electronic filing and/or U.S. mail on April 15, 2025, addressed to the Respondent, Tunc Eren, to the South Carolina Court of Appeals, and to the Berkeley County Court of Common Pleas at the following:

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2024-002032, AKPA v. Eren (Final Draft)

From Melissa Kaldas <Melissa@pattersonlawsc.com>

Date Wed 4/15/2026 12:19 PM

To Court Of Appeals Filings <ctappfilings@sccourts.org>

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 1 attachment (182 KB)

2024-002032_Final Brief of Appellant (AKPA)_9.11.25-CORRECTED 4.15.26.pdf;

Good afternoon:

In response to the deficiency letter dated March 31, 2026 from the S.C. Court of Appeals, please see attached the corrected Final Brief of the Appellant.

Six (6) hard copies of the Appellant's corrected Final Brief (with blue covers) are forthcoming in the mail to the S.C. Court of Appeals.

By copy of this email, all parties are hereby notified of this action.

Kind regards,
Melissa

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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE BERKELEY COUNTY
COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

Appellate Case No.: 2024-002032
Case No.: 2021-CP-08-00087

AKPA Chemicals US, Inc.....Appellant,

v.

Tunc Eren Respondent.

FINAL BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE RESPONDENT BREACHED HIS CONTRACT?
2. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE ITS ACTION AGAINST RESPONDENT FOR QUANTUM MERUIT/UNJUST ENRICHMENT?
3. DID THE TRIAL COURT ERR IN FINDING THAT APPELLANT FAILED TO MEET ITS BURDEN OF PROOF TO PROVE RESPONDENT CONVERTED APPELLANT'S PROPERTY?
4. DID THE TRIAL COURT ERR IN ALLOWING THE RESPONDENT TO TAKE A POSITION INCONSISTENT WITH OR CONTRADICTORY TO HIS PLEADINGS?

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STATEMENT OF THE CASE

Appellant AKPA Chemicals U.S., Inc. (“AKPA”) appeals the October 29, 2024, order of the Berkeley County Court of Common Pleas (the “Circuit Court”) granting judgment for Respondent Tunc Eren on all of AKPA’s claims.

This matter was tried without a jury before the Honorable Jennifer B. McCoy on October 17, 2024 (R. pp. 7-28). AKPA’s complaint asserted ten causes of action—including breach of contract, breach of contract accompanied by fraud, conversion, unjust enrichment/quantum meruit, negligent misrepresentation, constructive fraud, and related claims for punitive damages—arising from Eren’s alleged misuse of company funds and retention of AKPA property (R. pp. 772-814). Eren filed an answer denying liability and asserted a counterclaim for unpaid wages (R. p. 751).

After hearing testimony from multiple witnesses and receiving numerous exhibits (see, e.g., Trial Tr. R. pp. 29-354; admitted exhibits listed at R. pp. 8-10, 158-279, 280-354, 355-429, 430-538), the Circuit Court entered a written verdict on October 29, 2024, finding that AKPA “failed to meet the burden of proof on any claims by a preponderance of the evidence,” and entering judgment for Eren on all ten causes of action (R. pp. 5-6). The court likewise found in AKPA’s favor on Eren’s wage-claim counterclaim, concluding that Eren “failed to meet his burden of proof as to the requisite elements” (R. pp. 5-6).

AKPA served and filed a timely notice of appeal to this Court on November 20, 2024 (R. p. 1).

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STANDARD OF REVIEW

This case was heard by the Circuit Court Judge at a bench trial without a jury. However, Appellant alleged various causes of action, which have different standards of review.

“When legal and equitable actions are maintained in one suit, each retains its own identity as legal or equitable for purposes of the applicable standard of review on appeal.” Corley v. Ott, 326 S.C. 89, 92 n.1, 485 S.E.2d 97, 99 n.1 (1997); See also Consignment Sales, LLC v. Tucker Oil Co., 391 S.C. 266, 270, 705 S.E.2d 73, 75 (Ct. App. 2010).

Appellant’s Complaint contained a cause of action for “Quantum Meruit/Unjust Enrichment”. See p. 7-8 of the Complaint. “A proceeding in quantum meruit is equitable.” See Columbia Wholesale Co., 312 S.C. at n.1, 262; QHG of Lake City, Inc., 360 S.C. at 202 (applying an equitable standard of review to an action in quantum meruit).

“In an action at equity, tried by a judge alone, an appellate court may find facts in accordance with its own view of the preponderance of the evidence.” Inlet Harbour, 377 S.C. at 91. “We review factual findings and legal conclusions in an equitable action de novo.” Lewis v. Lewis, 392 S.C. 381, 388–89, 709 S.E.2d 650, 653–54 (2011). “However, we are not required to disregard the findings of the trial judge who saw and heard the witnesses and was in a better position to judge their credibility.” Straight v. Goss, 383 S.C. 180, 192, 678 S.E.2d 443, 449 (Ct. App. 2009). “Moreover, the appellant is not relieved of his burden of convincing the appellate court the trial judge committed error in his findings.” Pinckney, 344 S.C. at 387–88. “[W]hen an appellate court chooses to find facts in accordance with its own view of the evidence, the court must state distinctly its findings of fact and the reason for its decision.” Dearybury v. Dearybury, 351 S.C. 278, 283, 569 S.E.2d 367, 369 (2002).

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“An action for breach of contract seeking money damages is an action at law.” Eldeco, Inc., 372 S.C. at 476; See also Electro-Lab of Aiken, Inc., 357 S.C. at 367. “An action for conversion is an action at law.” Blackwell, 289 S.C. at 471. “On appeal of an action at law tried without a jury, the findings of fact of the trial court will not be disturbed unless found to be without evidence which reasonably supports the trial court's findings.” Townes Associates, Ltd., 266 S.C. at 86. “Stated another way, the trial court's findings of fact will not be disturbed on appeal unless wholly unsupported by the evidence or unless it clearly appears the findings were influenced or controlled by an error of law.” Butler Contracting, Inc., 369 S.C. at 127. “In such a case, the trial court's findings are equivalent to a jury's findings in a law action.” Id. “Of course, we review de novo the trial court's legal conclusions in an action at law.” Temple, 381 S.C. at 599–600. However, “[Q]uestions concerning credibility and the weight to be accorded evidence are exclusively for the trial court.” Ward, 379 S.C. at 238.

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STATEMENT OF FACTS

Appellant AKPA Chemicals U.S., Inc. (“AKPA”) manufactures and supplies chemical products (R. p. 355, Darcan Dep. 6:7-15).

Respondent’s Employment

On or about February 26, 2018, Respondent Tunc Eren began working for an AKPA-affiliated company in Turkey (R. p. 355, Darcan Dep. 7:4-9). In March–April 2019, AKPA offered Eren a position in South Carolina and paid his relocation expenses from Turkey to Berkeley County (R. pp. 355-356, Darcan Dep. 8:3-9:18).

On or about May 1, 2019, AKPA and Eren executed a written employment contract employing him as General Manager of AKPA’s South Carolina facility (R. p. 519, Ex. 1). Eren was AKPA’s highest-ranking South Carolina employee and had authority over day-to-day operations (R. p. 355, Darcan Dep. 11:6-14).

To facilitate his duties, AKPA provided Eren with:

1. Laptop computer containing proprietary and confidential business data (R. p. 204, Ex. P-9; R. p. 208, Ex. P-10).
2. Cellular telephone for company use (R. p. 208, Ex. P-10).
3. Apartment: AKPA paid the security deposit of \$2,239.08 and all monthly rent (R. pp. 158-164, Ex. P-1; R. p. 165, Ex. P-2).
4. Motor vehicle: AKPA made a \$5,000 down payment and all monthly payments of \$465.65, and paid the insurance (R. pp. 167, 266-268, Exs. P-4 & D-13). Without AKPA’s knowledge, Eren titled the vehicle solely in his name (R. p. 266, Ex. D-13).

End of Employment and Unauthorized Transactions

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On February 12, 2020, AKPA notified Eren it would not renew his contract beyond May 1, 2020 (R. p. 536, Ex. 4). On March 9, 2020, Eren withdrew \$21,042.57 from AKPA's bank account without authorization (R. pp. 165-166, Ex. P-2 & P-3). The next day, March 10, 2020, he resigned (R. p. 536, Ex. 4).

After resigning, Eren made an additional unauthorized payment of \$10,730.61 from AKPA's account to pay off the vehicle and retained the vehicle (R. pp. 165-167, Exs. P-2 to P-4). He also kept the apartment security deposit (R. p. 158, Ex. P-1) and failed to return the laptop and cell phone (R. p. 204, Ex. P-9; R. p. 208, Ex. P-10). In total, Eren withdrew or caused to be paid \$31,773.18 consisting of the \$21,042.57 withdrawal and \$10,730.61 vehicle payoff (R. pp. 165-167).

Eren set up the company's telephone service in his personal name rather than AKPA's, preventing AKPA from accessing call data and forcing the company to purchase new service and marketing materials (R. p. 355, Darcan Dep. 25:2-26:21).

Post-Resignation Efforts to Recover Property

Eren filed a wage complaint with the South Carolina Department of Labor ("SCDOL"), which was investigated and found to be without merit (R. p. 538, Ex. 6).

AKPA demanded return of its property, including a written demand on November 2, 2020, for the laptop, phone, vehicle, security deposit, and \$31,773.18 (R. p. 278, Ex. D-18). Eren has not returned these items (R. p. 355, Darcan Dep. 28:9-29:12).

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ARGUMENTS

1. RESPONDENT BREACHED HIS CONTRACT WHEN HE USED APPELLANT'S FUNDS FOR UNAUTHORIZED PURPOSES

The employment agreement obligated Eren to “protect and preserve company property and funds” and to use those funds only for “authorized company purposes” (R. p. 519, lines 6-20; R. p. 520, lines 1-12). Nothing in the contract provides for housing benefits after termination or for reimbursement of a security deposit.

To house Eren while he served as General Manager, AKPA leased an apartment on Daniel Island and paid the \$2,239.08 security deposit for that unit (R. p. 774, lines 31-33; R. pp. 158-164). Nothing in the Employment Agreement provided Eren with any right to keep that deposit once his employment ended.

The record shows that AKPA paid the \$2,239.08 security deposit on Eren's apartment (R. pp. 158-164; R. p. 368, lines 9-17). When Eren resigned on March 10, 2020, he neither returned that deposit nor reimbursed AKPA. Instead, on March 9, one day before his resignation, he withdrew \$21,042.57 from AKPA's bank account, a sum that included \$2,016 for April's rent, even though he knew he would provide no further services to the company (R. pp. 165-166; R. p. 362, lines 2-16; R. p. 364, lines 4-20).

Kemal Darcan testified that AKPA never approved these payments and that Eren sought no authorization for them (R. p. 363, lines 13-25). AKPA promptly issued a written demand for return of all misappropriated funds and property once the withdrawals were discovered (R. p. 278; R. p. 355, lines 28-29).

These facts establish breach of contract. South Carolina courts hold that an employee breaches his agreement by diverting company funds to personal use without authorization. Williams Carpet Contractors, Inc. v. Skelly, 400 S.C. 320, 734 S.E.2d 177 (Ct. App. 2012).

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Even when a contract does not enumerate every forbidden act, a party “acts contrary to the agreement’s purpose” by appropriating employer assets for private benefit. Townes Associates, Ltd., 266 S.C. at 86. And a “good-faith belief of entitlement is no defense to conversion of identifiable funds.” SSI Medical Services, Inc., 301 S.C. at 496.

Eren may argue that he believed the April rent or deposit were part of his compensation, but subjective belief cannot override a written duty to safeguard company funds. SSI Medical Services, Inc., 301 S.C. at 496. Nor can he claim consent or ratification: AKPA acted promptly upon discovering the withdrawal, defeating any implication of approval. Blackwell v. Blackwell, 289 S.C. 470, 472, 346 S.E.2d 731, 732 (Ct. App. 1986) (conversion established where property is retained after demand). Likewise, Crane, 313 S.C. at 73 confirms that unauthorized exercise of ownership over another’s funds is conversion even if the owner does not object immediately.

Accordingly, the retention of the \$2,239.08 security deposit and the unauthorized withdrawal of April rent violated the contract’s explicit mandate to preserve and properly use company funds and support Appellant’s argument that the circuit court’s findings should be reversed as it relates to this claim.

In May 2019, AKPA purchased a 2018 Nissan Rogue for Respondent Tunc Eren’s business use. The evidence establishes that AKPA alone financed and insured the vehicle provided for Eren’s business use. AKPA paid the \$5,000 down payment, every monthly installment of \$465.65, and all insurance premiums (R. pp. 167, 170–183, lines 5–22; R. p. 774, lines 101–109). AKPA’s Charleston manager testified that company cars are provided “to use, not to own,” and that AKPA “paid for the vehicle in its entirety.” Despite these facts, Eren, without AKPA’s knowledge or consent, titled the vehicle solely in his own name (R. p. 266, lines 3–18; R. pp. 774–775, lines 101–109; R. p. 167, lines 3–18; R. pp. 170–183, lines 5–22; R. p. 49, lines 1–23, 39–43).

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On March 9, 2020, the day before announcing his resignation, Eren made an unauthorized \$21,042.57 cash withdrawal from AKPA's Wells Fargo account. (R. p. 44, lines 223–233; R. pp. 49–50, lines 135–229). Three days later, on March 12, 2020, he caused an unauthorized \$10,730.61 payment to Ally Financial—the exact amount necessary to pay off the Nissan Rogue loan—again using AKPA's bank account. (R. p. 366, lines 5–25; R. p. 367, lines 1–10). Company witnesses confirmed there was no management approval or written consent for this payoff (R. p. 44, lines 223–233; R. pp. 49–50, lines 135–229; R. p. 774, lines 125–129; R. p. 50, lines 215–229).

Eren then kept the vehicle and never reimbursed AKPA any money whatsoever. These facts show an intentional exercise of ownership over property purchased and insured entirely by AKPA.

AKPA promptly demanded the vehicle's return once it discovered the payoff and sole titling (R. p. 278, lines 1–10; R. p. 355, lines 28–29). Eren ignored that demand. South Carolina law is clear that retaining property after a rightful demand constitutes conversion and breach of duty, regardless of how possession was initially obtained. Blackwell v. Blackwell, 289 S.C. 470, 472, 346 S.E.2d 731, 732 (Ct. App. 1986); Moore, 373 S.C. at 218.

The employment contract itself required Eren to “protect and preserve company property and funds” and to use them only for “authorized company purposes” (R. p. 519, lines 6–20; R. p. 520, lines 1–12). His unilateral payoff and retention of the vehicle violated that express obligation.

Eren's Employment Contract expressly required him, upon termination, to “return all property, equipment, and materials of the Company.” This obligation squarely encompassed the Nissan Rogue and made clear that company assets remained AKPA property (R. p. 185, lines 4–15). These facts establish the Respondent's breach of his contractual duty to return company property and constitute a wrongful exercise of control over AKPA's asset.

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South Carolina law squarely supports this conclusion. An employee who retains employer property in violation of an express return-of-property clause breaches the employment contract. SSI Medical Services, Inc., 301 S.C. 493. An employee's failure to return employer property is an actionable breach of duty. Corley v. Ott, 326 S.C. 89, 485 S.E.2d 97 (1997).

Eren may contend that he believed the vehicle was part of his compensation or that AKPA acquiesced because the title issued in his name. However, South Carolina case law does not support this type of defense. “Money capable of identification may be converted when taken without authorization,” and a good-faith belief of entitlement is no defense. SSI Med. Servs., Inc. v. Cox, 301 S.C. 493, 496, 392 S.E.2d 789, 792 (1990). Likewise, Crane, 313 S.C. at 73 holds that the unauthorized exercise of ownership over another's property—such as titling an employer-financed vehicle in one's own name—constitutes conversion even if initial possession was lawful. And Townes Associates, Ltd., 266 S.C. at 86 confirms that a party breaches a contract by acting “contrary to the agreement's purpose,” even where the contract does not spell out every prohibited act.

The South Carolina Department of Labor investigator recorded Eren's own statement that he had “already sold the vehicle” (R. p. 538, lines 12–15). This admission confirms that Eren not only retained but disposed of AKPA's asset for personal gain.

A party's judicial admissions dispense with proof and bar the admitting party from later contesting the fact. Postal v. Mann, 308 S.C. 385, 418 S.E.2d 322 (Ct. App. 1992). Eren admitted to selling the Rogue, and the undisputed financial records show that AKPA alone funded its purchase and payoff (R. pp. 170–183, lines 5–22; R. pp. 774–775, lines 101–109). Those admissions establish Respondent's breach (R. pp. 170–183, lines 5–22; R. pp. 774–775, lines 101–109).

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Additionally, conversion occurs when one exercises unauthorized control over the property of another inconsistent with the owner's rights. Regions Bank v. Schmauch, 354 S.C. 648, 582 S.E.2d 432 (Ct. App. 2003). Misappropriation of company funds supports damages for both conversion and breach. Williams Carpet Contractors, Inc. v. Skelly, 400 S.C. 320, 734 S.E.2d 177 (Ct. App. 2012).

When taken together, these facts and the case law lead to the conclusion that Eren's unilateral payoff and continued retention of the AKPA-financed vehicle was both a material breach of his employment contract and conversion of company property. The circuit court's failure to grant relief on this claim was error.

The employment agreement carefully defined AKPA's obligations—salary, rent, security deposit, company vehicle, and communication devices—and imposed on Eren a continuing duty to “protect and preserve company property and funds” and to use those funds only for “authorized company purposes” (R. p. 519, lines 6-20; R. p. 520, lines 1-12). Nothing in the agreement authorizes reimbursement for household furnishings.

The evidence shows that on March 9, 2020—one day before he resigned—Eren withdrew \$21,042.57 from AKPA's operating account without approval (R. pp. 165-166, Ex. P-3; R. p. 362, lines 2-16; R. p. 364, lines 4-20). Bank statements itemize multiple charges to furniture retailers within that single withdrawal (R. pp. 165-166, Ex. P-3). AKPA's managing representative, Kemal Darcan, testified without contradiction that the company never authorized reimbursement for furniture and that Eren never submitted an expense report or request for such payment (R. p. 363, lines 13-25). Eren himself admitted that the March 9 withdrawal was not pre-approved (R. p. 362, lines 2-16). AKPA did not agree to reimburse him for personal household goods.

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South Carolina law treats such conduct as a material breach. In Williams Carpet Contractors, Inc., 400 S.C. 320, the Court of Appeals held that an employee breached his contract by diverting company funds for personal use without authorization. 317 S.C. 460, 465-67, 454 S.E.2d 694, 697 (Ct. App. 1995). Likewise, Townes Associates, Ltd., 266 S.C. 81 explains that a party breaches a contract when acting “contrary to the agreement’s purpose,” even if the precise forbidden act is not spelled out. Townes Associates, Ltd., 266 S.C. at 86. And in SSI Medical Services, Inc., 301 S.C. 493, the Supreme Court made clear that a good-faith belief of entitlement is no defense to the unauthorized taking of identifiable funds. SSI Medical Services, Inc., 301 S.C. at 496. These authorities fit the facts here exactly: Eren took a specific, identifiable sum from AKPA’s account for a purpose the contract plainly forbids.

Eren may claim that he believed furniture purchases were part of a relocation benefit. But a “good-faith belief of entitlement is no defense to conversion of identifiable property.” SSI Medical Services, Inc., 301 S.C. at 496. He may argue that AKPA’s delay in objecting constitutes consent, yet the record shows that AKPA discovered the withdrawal only after his resignation and promptly issued a written demand for return of all misappropriated funds (R. p. 278, Ex. D-18; Trial Tr. R. p. 355, lines 28-29). Prompt demand defeats any claim of ratification. Blackwell v. Blackwell, 289 S.C. 470, 472, 346 S.E.2d 731, 732 (Ct. App. 1986).

By withdrawing \$21,042.57 of clearly identifiable company funds to furnish his private residence—without approval, without any expense documentation, and in the face of a contractual duty to safeguard AKPA’s property—Eren acted “contrary to the agreement’s purpose” and breached the contract as a matter of law. Townes Associates, Ltd., 266 S.C. at 86. His subjective belief of entitlement cannot excuse the misappropriation. SSI Medical Services, Inc., 301 S.C. at

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496. The circuit court therefore erred in failing to hold Eren liable for this unauthorized expenditure.

AKPA proved direct, identifiable losses proximately caused by Eren's breaches:

1. \$21,042.57 (March 9 withdrawal) and \$10,730.61 (vehicle payoff) (R. pp. 165–167, Ex. P-3);
 2. The value of the vehicle Eren retained, plus the laptop, cell phone, and the \$2,239.08 security deposit (R. pp. 158–164, 266–268; R. p. 370, lines 3–14; R. p. 368, lines 9–17); and
2. RESPONDENT WAS UNJUSTLY ENRICHED WHEN HE USED APPELLANT'S FUNDS FOR UNAUTHORIZED PURPOSES, RETAINED APPELLANT'S FUNDS HE WAS NOT ENTITLED TO, AND WHEN HE RETAINED AND SOLD APPELLANT'S COMPANY VEHICLE THAT WAS PAID FOR ENIRELY BY APPELLANT

To prevail on a claim for unjust enrichment, a plaintiff must show that it conferred a benefit on the defendant, that the defendant realized that benefit, and that retention of the benefit under the circumstances would be inequitable. Ellis v. Smith Grading & Paving, Inc., 294 S.C. 470, 473, 366 S.E.2d 12, 14 (Ct. App. 1988).

AKPA easily satisfies each element. The undisputed evidence establishes that AKPA provided substantial financial and property benefits to Tunc Eren solely to enable him to perform his duties as General Manager and that, immediately before resigning, he diverted company funds and retained company property for his personal use, never reimbursing AKPA.

AKPA Conferred Valuable Benefits

The written employment agreement, executed May 1, 2019, appointed Eren as General Manager and obligated him to “protect and preserve company property and funds” and to use those funds only for “authorized company purposes” (R. p. 519, lines 6-20; R. p. 520, lines 1-12). Under that agreement AKPA agreed to pay Eren's salary, monthly rent, and apartment security deposit

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and to furnish a company vehicle, cell phone, and laptop—but it did not authorize reimbursement for personal furnishings or the retention of property after employment ended (*id.*). Consistent with these terms, AKPA paid the \$5,000 down payment, every \$465.65 monthly installment, and all insurance premiums for the vehicle (R. pp. 167, 266-268; Trial Tr. R. p. 366, lines 5-25; R. p. 367, lines 1-10); paid the monthly rent and the \$2,239.08 apartment security deposit (R. pp. 158-164; R. p. 368, lines 9-17); and supplied a company laptop and cell phone for business use (R. p. 204; R. p. 208; R. p. 370, lines 3-14).

Eren Retained Those Benefits Without Reimbursement

The record shows that on March 9, 2020—one day before tendering his resignation—Eren withdrew \$21,042.57 from AKPA’s bank account without authorization, even though he knew he would perform no further work for the company (R. pp. 165-166, Ex. P-3; R. p. 362, lines 2-16; R. p. 364, lines 4-20). Bank statements reveal that the withdrawal included \$2,016 for April rent and purchases from furniture retailers (R. pp. 165-166, Ex. P-3). AKPA’s managing representative Kemal Darcan testified that AKPA never approved reimbursement for household furnishings and that Eren submitted no expense report seeking such approval (Trial Tr. R. p. 363, lines 13-25). Eren also failed to return the \$2,239.08 security deposit AKPA had paid for the apartment (R. pp. 158-164; Trial Tr. R. p. 368, lines 9-17).

Eren’s conduct regarding the company vehicle was even more egregious. Although AKPA paid every dollar toward the purchase price and insurance, Eren titled the vehicle solely in his own name without AKPA’s knowledge or consent (R. p. 266, Ex. D-13; R. p. 366, lines 5-18), used AKPA funds to pay off the remaining loan balance on March 10, 2020 (R. pp. 165-167, Ex. P-3), and has never reimbursed AKPA a cent (R. p. 366, lines 5-25; R. p. 367, lines 1-10). He likewise retained the company-issued laptop and cell phone containing proprietary data (R. p. 204; R. p.

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208; R. p. 370, lines 3-14). In addition, he opened the company's business telephone account in his own name, forcing AKPA to obtain a new telephone number and replace marketing materials (R. p. 355, 25:2-26:21). The record confirms the need to replace the phone service but does not provide a precise dollar amount for that cost.

AKPA demanded return of its property and repayment of misappropriated funds on November 2, 2020, and Eren refused (R. p. 278, Ex. D-18; R. p. 355, 28:9-29:12). The South Carolina Department of Labor, Licensing and Regulation independently investigated Eren's wage complaint and closed the matter with no finding of statutory violation.

South Carolina law requires restitution where a person has been enriched at another's expense in circumstances that make retention unjust. Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 406, 581 S.E.2d 161, 165 (2003). Unauthorized personal use of employer funds is classic unjust enrichment. See Williams Carpet, 400 S.C. 320 (employee unjustly enriched by diverting company funds for personal expenses); SSI Medical Services, Inc., 392 S.E.2d at 792 (good-faith belief of entitlement no defense to conversion of identifiable money). Retaining property after demand likewise supports restitution. Blackwell, 346 S.E.2d at 732; Moore, 644 S.E.2d at 745.

AKPA conferred substantial monetary and property benefits on Eren to facilitate his management duties. On the eve of his resignation, he diverted company funds for personal rent and furniture, retained the company-financed vehicle, kept the laptop and phone, and ignored AKPA's formal demand for return and reimbursement. Under South Carolina law, those undisputed facts satisfy every element of unjust enrichment, and the circuit court's findings were in error.

3. RESPONDENT CONVERTED APPELLANT'S PROPERTY WHEN, WITHOUT AUTHORIZATION, HE USED APPELLANT'S FUNDS TO PAY FOR HIS RENT, RETAINED SECURITY DEPOSIT PAID WITH APPELLANT'S FUNDS, AND WHEN HE RETAINED APPELLANT'S COMPANY VEHICLE THAT WAS PAID FOR ENTIRELY BY APPELLANT.

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Conversion occurs when a party, without authorization, exercises ownership over another's property in a manner inconsistent with the owner's rights. Crane, 313 S.C. at 73. Money that is "capable of identification" is subject to conversion, and a good-faith belief of entitlement is no defense. SSI Medical Services, Inc., 301 S.C. at 496. Where initial possession is lawful, conversion occurs upon refusal to return the property after a proper demand. Regions Bank, 354 S.C. at 667.

AKPA entrusted Eren with access to its bank account so that he could pay legitimate corporate expenses, but the employment contract required him to "protect and preserve company property and funds" and to use them only for "authorized company purposes" (R. p. 519, lines 6-20; R. p. 520, lines 1-12). On March 9, 2020—one day before submitting his resignation—Eren withdrew \$21,042.57 from AKPA's account without approval, fully aware that he would perform no further work (R. pp. 165-166, Ex. P-3; R. p. 362, lines 2-16; R. p. 364, lines 4-20). The bank records itemize that this withdrawal included \$2,016 for April rent and purchases from furniture retailers (R. pp. 165-166, Ex. P-3). AKPA's managing representative, Kemal Darcan, confirmed that the company never authorized reimbursement for personal furniture (R. p. 363, lines 13-25).

AKPA also paid a \$2,239.08 apartment security deposit (R. pp. 158-164, Ex. P-1; R. p. 368, lines 9-17). Eren never returned those funds despite AKPA's November 2, 2020, written demand for repayment of all misappropriated monies and property (R. p. 278, Ex. D-18; R. p. 355, 28:9–29:12). Although Eren testified that he believed his housing benefit extended through the lease term (R. p. 364, lines 4-20; R. p. 368, lines 18-25), South Carolina law squarely holds that a subjective belief of entitlement does not excuse the unauthorized taking of identifiable company funds. SSI Medical Services, Inc., 301 S.C. at 496.

The evidence regarding the company vehicle is equally compelling. AKPA paid the \$5,000 down payment, every \$465.65 monthly installment, and all insurance premiums (R. pp. 167, 266-

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268; R. p. 366, lines 5-25; R. p. 367, lines 1-10). Yet Eren titled the vehicle solely in his own name without AKPA's knowledge or consent (R. p. 266, Ex. D-13; R. p. 366, lines 5-18) and on March 10, 2020 used 2020, funds to pay off the remaining \$10,730.61 balance (R. pp. 165-167, Ex. P-3). He retained the vehicle after AKPA demanded its return (R. p. 278, Ex. D-18). Retention of employer property after demand constitutes conversion. Blackwell, 289 S.C. at 472; Moore, 373 S.C. at 218.

Eren also kept the company-issued laptop and cell phone—both containing AKPA data—after his resignation and after AKPA's written demand for their return (R. p. 204, Ex. P-9; R. p. 208, Ex. P-10; R. p. 370, lines 3-14; R. p. 278, Ex. D-18). Conversion occurs when one refuses to surrender property after a rightful demand. Young v. McKelvey, 286 S.C. 119, 122, 333 S.E.2d 566, 887 (1985). The record does not show whether these items were eventually returned or their present value, so the damages award should be limited to the value at the time of the wrongful retention.

Eren further registered AKPA's business telephone service in his personal name, forcing the company to obtain a new number and to replace marketing materials (Darcan Dep. R. p. 355, 25:2–26:21). The Record confirms the need for replacement service but provides no dollar amount for that cost; damages should be limited accordingly.

By diverting identifiable company funds, retaining a company-financed vehicle titled solely in his own name, keeping the laptop and cell phone, and refusing to return these assets after AKPA's formal written demand, Eren exercised ownership rights wholly inconsistent with AKPA's. Such conduct constitutes conversion even when the property was initially entrusted to the defendant. Crane, 313 S.C. at 73; SSI Medical Services, Inc., 301 S.C. at 496. Eren's testimony that he believed certain benefits extended beyond his employment (R. p. 364, lines 4-20) cannot

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absolve him, because “good-faith belief of entitlement is no defense to conversion of identifiable property.” SSI Medical Services, Inc., 301 S.C. at 496.

4. RESPONDENT CANNOT TAKE A POSITION INCONSISTENT WITH OR CONTRADICTORY TO HIS PLEADINGS.

South Carolina law is clear that “[f]acts admitted in a party’s pleadings are judicial admissions and therefore bind the party throughout the course of the litigation.” Postal v. Mann, 308 S.C. 385, 387, 418 S.E.2d 322, 323 (Ct. App. 1992); Elrod v. All, 243 S.C. 425, 429, 134 S.E.2d 410, 412 (1964). Once made, such an admission “dispenses with proof and bars the admitting party from later contesting the fact.” Postal, 308 S.C. at 387.

AKPA alleged in its Complaint that, under the parties’ employment agreement, “AKPA paid the monthly rent for the Charleston apartment leased for Respondent’s use.” (R. p. 774). Respondent’s Answer expressly admitted Paragraph 12(c). (R. p. 751). That admission is conclusive and relieves AKPA of any further proof that AKPA—not Respondent—was financially responsible for the rent. Postal, 308 S.C. at 387.

The Complaint attached the apartment lease as Exhibit 3 (R. pp. 158–164, Ex. P-1). At trial, the lease identifying “AKPA Chemicals US, Inc.” as the tenant was admitted into evidence as Plaintiff’s Exhibit 1 (R. p. 42, lines 29–43; R. p. 43, lines 1–15). The same evidence shows AKPA paid the \$2,239.08 security deposit (R. pp. 158–164, Ex. P-1; R. p. 368, lines 9–17). In addition, AKPA’s managing representative, Kemal Darcan, testified that AKPA funded the initial rent/deposit and thereafter paid every monthly rent check directly to the landlord (R. p. 42, lines 1–25). This unrefuted testimony and the admitted lease independently corroborate Respondent’s pleading admission. See Wilder Corp. v. Wilke, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) (uncontradicted proof controls where no contrary evidence exists).

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Respondent's Initial Brief suggests the apartment arrangement was "personal" and that AKPA submitted a "purported lease lacking signatures and legal effect." To the extent those assertions imply AKPA did not pay the monthly rent, they directly contradict Respondent's Answer and are barred by the doctrine of judicial admissions. Postal, 308 S.C. at 387; Elrod, 243 S.C. at 429. The admitted lease (Pl.'s Ex. 1) and trial testimony remove any doubt that AKPA was the paying tenant (R. p. 42, lines 29–43; R. p. 43, lines 1–15; R. p. 42, lines 1–25; R. pp. 158–164).

Respondent did not admit the security deposit allegation. AKPA alleged in Paragraph 12(d) that it paid the \$2,239.08 deposit (R. p. 774), and Respondent denied that paragraph (R. p. 752). Even so, the trial record proves AKPA funded the deposit: the lease reflects AKPA as tenant, and Darcan testified to AKPA's payment (R. pp. 158–164, Ex. P-1; R. p. 368, lines 9–17). Thus, even absent a pleading admission on the deposit, the Record establishes the fact.

Respondent may argue that a "housing benefit" justified his retention of funds or that a different "second lease" undermines AKPA's proof. The employment agreement required Respondent to "protect and preserve company property and funds" and to use them only for authorized company purposes (R. p. 519, lines 6–20; R. p. 520, lines 1–12). AKPA also issued a November 2, 2020 demand for return of all misappropriated funds and property (R. p. 278, Ex. D-18; Trial Tr. R. p. 355, lines 28–29). A good-faith belief of entitlement does not excuse taking identifiable company funds, and refusal to return after demand is wrongful. SSI Med. Servs., Inc. v. Cox, 301 S.C. 493, 496, 392 S.E.2d 789, 792 (1990); Regions Bank v. Schmauch, 354 S.C. 648, 667, 582 S.E.2d 432, 442 (Ct. App. 2003). Any "second lease" cannot overcome a binding judicial admission and unrefuted trial proof. Postal, 308 S.C. at 387; Wilder Corp., 330 S.C. at 76.

Respondent's own pleadings bind him to the fact that AKPA paid the apartment rent (R. p. 752). The admitted lease and unrefuted testimony independently confirm AKPA's status as paying

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tenant (R. pp. 158–164; R. p. 42, lines 29–43; R. p. 43, lines 1–15; R. p. 42, lines 1–25). The circuit court erred by failing to find that Plaintiff’s admission was binding.

CONCLUSION

For all of the foregoing reasons, the Circuit Court’s decision should be reversed as stated herein.

September 11, 2025

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From: [Michael Patterson](#)
To: ["Heid, Emily"; "ctappfilings@sccourts.org" \(Other\)](#)
Cc: [Melissa Kaldas](#)
Subject: RE: AKPA Chemical US, Inc. v. Tunc Eren
Date: Wednesday, April 22, 2026 2:09:00 PM
Attachments: [image001.png](#)
[AKPA Revised Final Draft.msg](#)

RECEIVED

May 06 2026

SC Court of Appeals

Emily,

Thank you for taking the time to talk with me yesterday, I appreciate it.

I will file a motion as well since it seems like that may be the best course of action. However, I wanted to go ahead and submit a copy of the email containing the Rule 211 compliant final brief.

This is the email that I sent to my paralegal, Melissa, which contains the Rule 211 compliant final brief that was due on April 15, 2026. However, in the process of preparing the Record on Appeal to be submitted with the final brief, she accidentally and mistakenly attached the wrong draft to the email that was sent to ctappfilings. Until I received the Court's order yesterday, I did not realize the wrong draft had been submitted.

Thus, it seemed as though the best way to evidence this mistake was to attach a copy of the actual email and actual attachment to that email, because it contains all of the digital information confirming these facts.

Again, I will submit a motion, but I wanted to go ahead and submit this email as close in time as possible following our telephone call.

Thank you again for your time and assistance.

Respectfully,
Michael

PLEASE TAKE NOTICE OF OUR NEW CONTACT INFORMATION BELOW.

Please copy my paralegal, Melissa (melissa@pattersonlawsc.com), on all correspondences.

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Sent: Tuesday, April 21, 2026 10:55 AM
To: Michael Patterson <michael@pattersonlawsc.com>
Cc: Melissa Kaldas <Melissa@pattersonlawsc.com>
Subject: AKPA Chemical US, Inc. v. Tunc Eren

Good Morning,

Attached please find correspondence from the Court of Appeals.

Any parties not included in this email will receive the attached correspondence via US Mail.

Do not respond to this email. Send all correspondence to ctappfilings@sccourts.org.

Emily Heid

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THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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**May 06 2026**

**SC Court of Appeals**

APPEAL FROM THE BERKELEY COUNTY  
COURT OF COMMON PLEAS

The Honorable Jennifer McCoy, Circuit Court Judge

Appellate Case No.: 2024-002032  
Case No.: 2021-CP-08-00087

**PROOF OF SERVICE**

I certify that I have served the *Appellant's Motion to Reinstate the Appeal* by forwarding via electronic mail and/or electronic filing on May 6, 2026 addressed to the Respondent, Tunc Eren, to the South Carolina Court of Appeals, and to the Berkeley County Court of Common Pleas at the following:

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*Respondent*

Berkeley County Court of Common Pleas  
c/o Clerk of Court  
300-B California Ave.  
Moncks Corner, SC 29461  
Case No. 2021-CP-08-00087

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