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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

T.W. McGee, III, Circuit Court Judge

Opinion No. 2026-UP-061 (S.C. Ct. App. filed February 11, 2026)

Great Deal Investing LLC, of Wyoming, Petitioner,

v.

Jared Burnett, Brett Buras, Damian Bergamaschi, Steve Decker, J&B
Holdings Group, LLC, and Hatchery Hill MHC, LLC, Respondents.

PETITION FOR WRIT OF CERTIORARI

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CERTIFICATE OF COUNSEL

Counsel for Petitioner certifies that the Petition for Rehearing was made and finally ruled on by the Court of Appeals on May 5, 2026.

QUESTION PRESENTED

DOES A SOUTH CAROLINA REAL ESTATE LICENSING STATUTE SHIELD A FLORIDA TRAILER PARK OPERATOR FROM LIABILITY FOR DEFRAUDING AN INDIANA RESIDENT?

STATEMENT OF THE CASE

This action was initiated by the filing of a summons and complaint on June 6, 2024. Therein, Great Deal Investing LLC, of Wyoming ("GDI"), a Wyoming limited liability company with its sole place of business in Indiana, alleged that it had entered into a three (3) page finder's fee contract ("contract") with J&B Holdings Group, LLC ("J&B"), a limited liability company based in Florida engaged in the acquisition and management of mobile home parks. GDI alleged that under the terms of the contract, in exchange for introducing J&B to a seller who ultimately closed on a contract of sale for property, GDI was entitled to seven percent (7%) of the sale price as a finder's fee.

GDI further alleged that it identified a North Carolina resident ("the seller") who owned and operated a mobile home park in Orangeburg County; introduced J&B to the seller by telephone; that the seller & J&B entered into a contract of sale; that thereafter J&B surreptitiously created Hatchery Hill MHC, LLC ("Hatchery Hill"), a new South Carolina limited liability company; that Hatchery Hill and the seller ultimately closed on the transaction; and that J&B failed and refused to pay GDI's \$37,800.00 fee.

GDI set forth claims for breach of contract, breach of contract accompanied by a fraudulent act, and violation of the South Carolina Unfair Trade Practices Act. Copies of the pleadings were served upon J&B as shown by the affidavits of service on file with the court.

On June 21, 2024, J&B filed a motion to dismiss. Therein, J&B asserted that GDI had engaged in the practice of real estate *in South Carolina* without a license and argued that the contract was illegal.

On July 2, 2024, GDI filed an amended complaint providing further details and including a cause of action for civil conspiracy. Several exhibits were attached, including the contract.

On July 3, 2024, J&B filed a motion to dismiss and for judgment on the pleadings. Again, J&B asserted that GDI had engaged in the practice of real estate *in South Carolina* without a license and therefore the contract was illegal and unenforceable.

On July 8, 2024, GDI filed a motion for summary judgment with a supporting affidavit.¹ On August 19, 2024, J&B filed a motion for summary judgment with supporting affidavits.

This matter came before the lower court on September 5, 2024. At that time, the lower court determined that the threshold matter to be decided was whether South Carolina's real estate licensing laws applied to GDI.

¹ GDI relied upon the language of S.C. Code Ann. § 40-57-30(7) limiting the application of South Carolina's real estate licensing laws to the practice of real estate *in the State of South Carolina* and case law for the proposition that South Carolina statutes have no extraterritorial effect.

On October 4, 2024, the lower court advised counsel by email that it had concluded that South Carolina's real estate laws did apply. Thereafter, the court scheduled a WebEx meeting with counsel to discuss the necessity of further rulings.

On October 17, 2024, the lower court and counsel participated in the WebEx meeting. At that time, counsel for GDI advised the lower court that he had a motion to alter or amend ready for filing upon the issuance of an order. At counsel's suggestion, the lower court agreed to consider counsel's arguments submitted in the form of a memorandum. GDI's Second Supplemental Memorandum In Opposition To Defendants' Motion For Summary Judgment was filed on October 17, 2024.

J&B filed a memorandum in response on October 21, 2024. On October 25, 2024, GDI filed its reply. On December 9, 2024, the lower court issued an Order Granting Defendants' Motion For Summary Judgment.

On the same date, GDI filed a motion to alter or amend. On January 13, 2025, the lower court issued a Form 4 order denying GDI's motion.

Notice of appeal was timely served on January 15, 2025. On February 11, 2026, the Court of Appeals issued an Opinion affirming the lower court.

On February 26, 2026, GDI filed a petition for rehearing *en banc*. Therein, GDI asserted that the Court of Appeals had overlooked no less than three (3) South Carolina statutes, four decisions of this Court, the Commerce Clause of the U.S. Constitution, three (3) decisions of the U.S. Supreme Court, and five (5) decisions of sister jurisdictions directly on point. On May 5, 2026, the Court of Appeals issued an order denying the petition.

ARGUMENT

1. THE COURT OF APPEALS ERRED IN APPLYING SOUTH CAROLINA'S REAL ESTATE LICENSING LAWS BEYOND THE STATE'S BORDERS IN CONTRAVENTION OF SOUTH CAROLINA'S RULES OF STATUTORY CONSTRUCTION TO DEPRIVE AN INDIANA RESIDENT OF ITS FINDER'S FEE.

All relevant authority provides that state licensing schemes do not apply to out-of-state activities regarding in-state land. *See e.g. Consul Limited v. Solide Enterprises, Inc.*, 802 F.2d 1143 (1986) (“All relevant authority suggests that licensing schemes like California’s do not apply to out-of-state activities regarding in-state land.”). The Court of Appeals’ opinion sets South Carolina apart from every other jurisdiction.

The underlying action is not an in rem action. The lower court and the Court of Appeals focused on the situs of the property rather than the place where GDI’s *activities* were performed.

The extent to which the jurisdiction of the State may extend beyond its borders is subject both to the state’s rules of construction and constitutional limits. South Carolina statutes have no extraterritorial effect. *See* S.C. Code Ann. Section 1-1-10 and *Robertson v. Bumper Man Franchising Co., Inc.*, 364 S.C. 155, 157, 612 S.E.2d 451, 452 (2005) (citing *Ex parte First Pennsylvania Banking and Trust Co.*, 247 S.C. 506, 148 S.E.2d 373 (1966)).

One state may not “project its legislation” into another, *Baldwin v. G.A.F. Seelig, Inc.*, 294 U.S. 511, 55 S.Ct. 497, 79 L.Ed. 1032 (1935), as the Commerce Clause “precludes the application of a state statute to commerce that takes place wholly outside of the State’s borders, whether or not the commerce has effects within the State.” *Healy v. Beer Inst.*, 491 U.S. 324, 335, 109 S.Ct. 2491 (quoting *Edgar v. MITE Corp.*, 457 U.S. 624, 642 – 643, 102 S.Ct. 2629, 73 L.Ed.2d 269 (1982) (plurality opinion)); *see also Bigelow v. Virginia*, 421 U.S. 809, 822 – 23, 95 S.Ct. 2222, 44 L.Ed. 600 (1974).

CONCLUSION

By adopting the lower court's projection of an "unlicensed broker" theory beyond South Carolina's borders into the State of Indiana, the Court of Appeals has unwittingly assisted an unregistered Florida trailer park operator in the commission of a fraud. There are no less than three (3) South Carolina statutes², four (4) decisions of the South Carolina Supreme Court³, the Commerce Clause of the U.S. Constitution, three (3) decisions of the U.S. Supreme Court⁴, and five (5) decisions of sister jurisdictions that are directly on point.⁵

² S.C. Code Ann. Section 1-1-10 (The sovereignty and jurisdiction of this State extends to all places **within its bounds**, . . .); S.C. Code Ann. Section 40-1-200 (A person who practices or offers to practice a regulated profession or occupation **in this State** . . .); and S.C. Code Ann. Section 40-57-30(7) ("Commission" means the South Carolina Real Estate Commission and its members, who are charged by law with the responsibility of licensing or otherwise regulating the practice of real estate **in the State of South Carolina**.)

³ *Ex parte First Pennsylvania Banking & Trust Company*, 247 S.C. 506, 148 S.E.2d 373 (1966) (. . . , the general rule is that no state . . . can, by its laws, directly affect, bind, or operate upon . . . persons beyond its territorial jurisdiction.); *Robertson v. Bumper Man Franchising Company, Inc.*, 364 S.C. 155, 612 S.E.2d 451 (2005) (state statutes have no extraterritorial effect); *State v. Dudley*, 364 S.C. 578, 614 S.E.2d 623 (2005) (State's extraterritorial jurisdiction extends only to those who have performed acts "intended to produce and producing detrimental effects within" our boundaries.).

⁴ *Pennoyer v. Neff*, 95 U.S. 714, 24 L.Ed. 565 (The several States are of equal dignity and authority, and the independence of one implies the exclusion of power from all others. And so it is laid down by jurists, as an elementary principle, that The laws of one State have no operation outside of its territory, except so far as is allowed by comity; and that no tribunal established by it can extend its process beyond that territory so as to subject either persons or property to its decisions.); *Baldwin v. G.A.F. Seelig, Inc.*, 294 U.S. 511, 55 S.Ct. 497, 79 L.Ed. 1032 (1935) (One state may not "project its legislation" into another.) *Healy v. Beer Inst.*, 491 U.S. 324, 336, 109 S.Ct. 2491, 105 L.Ed.2d 275 (1989) (the Commerce Clause "precludes the application of a state statute to commerce that takes place wholly outside of the State's borders, whether or not the commerce has effects within the State.)

⁵ *Keenan Co. v. Pamlico, Inc.*, 245 Ga. 842, 268 S.E.2d 334 (1980) (South Carolina plaintiffs were not barred from access to the courts of Georgia for failure to obtain Georgia real estate licenses since the plaintiffs' sole contacts with the state of Georgia had been in furtherance of an isolated interstate real estate sales transaction, and no public interest of the state was served by regulating such activities.); *Consul Limited v. Solide Enterprises, Inc.*, 802 F.2d 1143 (Ninth Cir.1986) (All relevant authority suggests that licensing schemes like California's do not apply to out-of-state activities regarding in-state land.); *Bennett v. MV Investors*, 799 S.W.2d (1990)

Based upon the foregoing, Appellant submits that this Court should grant the petition for writ of certiorari and reverse the Court of Appeals.

Respectfully submitted,

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(South Carolina plaintiff was not barred from maintaining an action for a commission in Tennessee without a Tennessee real estate license since all of his activities took place in the state of South Carolina.); *AFC Realty Capital, Inc. v. Dale*, 2022 WL 2193377 (New York citizen not barred from pursuing an action for a commission in California notwithstanding the fact that the plaintiff was not licensed as a real estate broker in California.); *Freedom Factory, LLC v. Smees Homes, Inc.*, 2024 WL 3252153 (2024) (the long arm of California’s real estate regulatory scheme does not extend to activities conducted solely outside of the state, “particularly to void otherwise valid contracts.”).