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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY

Court of Common Pleas

Charles M. Watson, Jr., Special Referee

Case No. 2025-000569

Greenwood Mills, Inc.,

Respondent,

v.

Rodney White.,

Appellant.

[FINAL] BRIEF OF APPELLANT

Rodney White
Pro Se Appellant
341 Maxwell Ave
Greenwood SC 29646

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TABLE OF AUTHORITIES

Cases

• Baughman v. AT&T, 306 S.C. 101, 410 S.E.2d 537 (1991)

• Hancock v. Mid-South Mgmt. Co., 381 S.C. 326, 673 S.E.2d 801 (2009)

• McCall v. Finley, 294 S.C. 1, 362 S.E.2d 26 (Ct. App. 1987)

• Hollie v. Ernest Burwell, Inc., 371 S.C. 221, 638 S.E.2d 415 (Ct. App. 2006)

• Bowers v. Bowers, 349 S.C. 85, 561 S.E.2d 610 (Ct. App. 2002)

• Future Group, II v. NationsBank, 324 S.C. 89, 478 S.E.2d 45 (1996)

• Patel v. Patel, 359 S.C. 515, 599 S.E.2d 114 (2004)

• Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950)

• State v. Pepper, 362 S.C. 496, 608 S.E.2d 551 (Ct. App. 2005)

Rules

• Rule 56, SCRCP

• Rule 60, SCRCP

• Rule 210, SCACR

STATEMENT OF ISSUES ON APPEAL

1. Whether the Special Referee violated Appellant's due process rights by proceeding without notice and relying on Respondent counsel's assertion that Appellant "would not respond." (Review Under SCACR Rule 201) (R. p.105-130)

2. Whether bifurcation of the hearings into November 6 and November 27, 2024, contrary to Judge Griffith's directive, denied Appellant a fair opportunity to be heard. (R. pp.9, 105-130)

3. Whether summary judgment was improperly granted where numerous material factual disputes remained, including the validity of the alleged breach and termination letters. (R. pp.105-130, 242.)

4. Whether the 2021 contract could constitute novation where it was procured through misrepresentation. duress, and without the seller's knowledge or approval. (R. pp.110-111, 226-230, 242. **262, 263, 268, 338-345**

5. Whether reliance on fabricated documents, the alleged breach and termination letters later denied by the seller, requires vacatur under the fraud-upon-the-court doctrine. (R. pp.32, 212, 213, 226-230, 242)

6. Whether the Special Referee is erred by disregarding evidence of extensions, equitable ownership, and substantial performance under the 2003 contract. (R. pp.32, 213, 213, 226-230, 242)

7. Whether the Appellant was denied an impartial tribunal where the Special Referee exhibited bias, encouraged filing of summary judgment, and demonstrated conflicts of interest. (R. pp.108, 111-113, 116, 117, 119-124, 133, 148, 149, 152)

8. Whether appellate counsel's misconduct, including late filing, withdrawal, misrepresentation of facts, and omission of transcripts, prejudiced the appeal. (Review Under SCACR Rule 201)

9. Whether the wrongful eviction during the pendency of the appeal, and the attempted misuse of Rule 60 to validate it, with appellate counsel participating, constitutes reversible error. (Review Under SCACR Rule 201)

10. Whether cumulative error requires vacatur and remand. (Review Under SCACR Rule 201)

STATEMENT OF THE CASE

This appeal arises from a longstanding contractual relationship between Appellant Rodney White and Respondent Greenwood Mills, Inc. concerning a single parcel of property located in Greenwood County. (R. pp.108, 109.) Appellant initially occupied the property through a sublease with a company owned by Senator John Drummond, which leased the property from Greenwood Mills. Appellant operated his business on the property during this period. Senator Drummond is married to Holly Self, a close family member of Respondent's owner, (R. p.152) Jay Self. After Senator Drummond's company returned the property to Greenwood Mills, Appellant and Respondent entered into an owner-financing agreement in 2003. (R. pp.69) Appellant remained in possession of the property and made payments under that agreement for several years. Appellant continued occupying and operating his business on the property for nearly two decades thereafter. In 2021, Respondent asserted the existence of a new contract concerning the property. That contract was negotiated by Respondent's counsel Brandon Smith while Appellant was unrepresented. (R. p.72.) The dispute thereafter centered on whether the 2003 contract remained governing, whether the 2021 contract constituted a novation, and whether the 2021 contract was enforceable. Litigation ensued in the Court of Common Pleas for Greenwood County. Judge Eugene C. Griffith, Jr. entered an order of reference directing that the matter proceed to a full hearing on the merits before a Special Referee. (R. p.9.) Despite the order of reference for a full hearing, Respondent moved for partial summary judgment. A hearing on Respondent's motion was conducted on November 6, 2024, before the Special Referee. Following that hearing, the Special Referee entered an order granting partial summary judgment on November 24, 2024. (R. pp.4.) A subsequent hearing was held on November 27, 2024, during which Appellant presented additional evidence relevant to the disputed contractual issues. (R. pp.104,148,149.) Following those proceedings, the Special Referee entered a final order on February 21, 2025. (R. p.1.)

During the pendency of the appeal, Respondent initiated eviction proceedings in Magistrate Court. Those proceedings were stayed after Appellant notified the Magistrate Court that the matter was subject to a pending appeal. Appellant timely appealed the order granting partial summary judgment and the final order to this Court. (R. p.18.)

STANDARD OF REVIEW

A. Summary Judgment – De Novo

Appellate courts review grants of summary judgment **de novo.**

Baughman v. AT&T, 306 S.C. 101 (1991).

Fleming v. Rose, 350 S.C. 488 (2002), holds summary judgment is improper where credibility is disputed.

B. Due Process

Due process determinations receive **de novo** review.

Mullane v. Central Hanover Bank, 339 U.S. 306 (1950).

Knight v. Wise (Ct. App.) confirms lack of proper notice is reversible error.

C. Judicial Bias

Bias and impartiality issues are structural and require reversal if impartiality is reasonably questioned.

State v. Thompson, 349 S.C. 600 (2002).

D. Fraud Upon the Court

Fraud upon the court is reviewed with strict scrutiny.

Chewning v. Ford Motor Co., 354 S.C. 72 (2003).

Holmes v. Black River Elec. Co-op., 274 S.C. 252 (1980).

E. Contract Validity, Novation & Duress

Interpretations of contracts and novation are reviewed **de novo**.

Superior Auto Ins. Co. v. Maners, 257 S.C. 507 (1972).

Regions Bank v. Schmauch, 354 S.C. 648 (2003).

F. Cumulative Error

Multiple errors that compromise fairness require reversal.

Hollie v. Ernest Burwell, Inc., 371 S.C. 221 (2006).

STATEMENT OF FACTS

Appellant Rodney White first occupied the subject property in Greenwood County through a sublease arrangement with a company owned by Senator John Drummond, which leased the property from Respondent Greenwood Mills, Inc. Appellant operated his business on the property during this period. Senator Drummond is married to Holly Self, a close family member of Respondent's owner, Jay Self. (R. P.152.) In 2003, after Senator Drummond's company returned the property to Greenwood Mills, Appellant and Respondent entered into an owner-financing contract. (R. p.69) The 2003 contract covered the entire parcel, which was identified under a single tax map number. (R. Pp.108,109.) Appellant remained in possession of the property and made payments under the contract for several years. After experiencing financial difficulty, Appellant received correspondence from a Greenwood Mills employee concerning payments. Appellant contacted Jay Self, who advised that he was not canceling the 2003 contract and that they would work something out. Appellant remained in possession of the property and continued operating his business for nearly two decades thereafter. Transcript of jay self-deposition p.35 lines 20-25 p.44 lines 25 p. 45-line 1-2 p.48 line 6-13,18-25 p.64 21-25 p65 (R. pp.209-212.) In 2021,(R. pp.210-213.) while Appellant was unrepresented by counsel, Respondent's attorney Brandon Smith met with Appellant and presented a new contract. (R. p.72.) During that meeting, changes were made to the contract, and Appellant was informed that the revisions would be presented to Jay Self for approval. Appellant was also advised that failure to sign by the stated deadline would result in eviction. (R. Pp.262, 263, 268, 269m 338-345)) Relying on these representations, Appellant executed the revised contract. (R. p.75.) Years later, Jay Self testified in deposition that he had never seen or approved the altered version of the 2021 contract and did not know it existed at the time. (R. pp.226-230.) Jay Self also testified that he did not authorize certain breach or termination letters later relied upon by Respondent. Jay Self Deposition Transcript P.78 2-21 (R. p.242.) The matter was referred by Judge Eugene C. Griffith, Jr. for a full hearing on the merits. Despite that referral, Respondent filed a motion for partial summary judgment. A hearing on summary judgment was held on November 6, 2024. (R. pp.105.) At that hearing, Respondent's counsel acknowledged that Appellant maintained the position that the 2003 contract governed the entire parcel. (R. p.109.) Respondent's counsel asserted that the 2021 contract constituted a novation and superseded all prior agreements. (R. p.110,111.) Appellant disputed that position and asserted that the 2021 contract was executed under duress. (R. pp.110,111,121.) During the November 6 hearing, the Special Referee acknowledged that he had not reviewed Appellant's deposition (R. 9.116.) and made statements reflecting that factual issues remained unresolved. (R. p.5.) The transcript reflects that no exhibits were marked or introduced at the hearing. (R. P.107.) On November 27, 2024, the court held a subsequent hearing at which Appellant presented documentary evidence, including a letter from prior counsel Senator Billy Garrett, (R, p.104.) establishing that an extension of time had been granted under the governing contract. The Special Referee declined to consider that evidence, stating that he had already ruled at the prior hearing. (R. Pp.148-149.) At the November 27 hearing, the Special Referee also disclosed that he was familiar with the property and had previously represented Senator John Drummond in matters related to Greenwood Petroleum, which operated on the property. (R. p.152.) An order granting partial summary judgment was entered on November 22, 2024, followed by a final order on February 21, 2025. (R. pp.1-4.) This appeal followed. (R. pp.10-26) During the pendency of the appeal, Respondent initiated eviction proceedings in Magistrate Court. After Appellant notified the Magistrate Court that the matter was on appeal, the eviction was stayed for lack of jurisdiction.

Respondent's Defenses Fail

Respondent's defenses fail because they depend on breach, termination, and novation that Respondent's own owner denied under oath. Jay Self testified that he told Appellant to remain in possession, continue making payments if able, and that they would "work something out," giving Appellant an indefinite opportunity to bring the account current. (Self Dep. p. 48, ll. 6–13; p. 35, ll. 20–25; p. 44, l. 25; p. 45, ll. 1–2; p. 48, ll. 18–25; p. 49, ll. 1–2.) (R. pp.199, 209-213, 242.) Jay Self further testified that he did not send or authorize any termination letter. (Self Dep. p. 78, ll. 2–21.) (R. p.242.) He also testified that he never saw, discussed, approved, or even knew of the altered 2021 contract, that lead to the signing of revised 2021 contract that alleged to supersede the 2003 agreement. (Self Dep. p. 62, ll. 18–25; p. 63, ll. 1–25; p. 64, ll. 1–25; p. 65, ll. 1–4.) (R. pp.226-228.) These admissions alone establish, at minimum, genuine issues of material fact and foreclose summary judgment. (R. pp.199-201, 209-225, 226-242

ARGUMENTS

I. THE SPECIAL REFEREE VIOLATED APPELLANT'S DUE PROCESS RIGHTS BYPROCEEDING WITHOUT FORMAL NOTICE AND RELYING ON RESPONDENTCOUNSEL'S ASSERTIONS

Appellant never received official notice of the Special Referee's appointment. Instead, Respondent's counsel unilaterally emailed the Special Referee and stated that he "did not expect Mr. White to respond." The Special Referee proceeded on this basis without confirming whether Appellant had received notice or an opportunity to be heard.

Due process requires notice that is "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action." Mullane, 339 U.S. at 314. In Knight v. Wise, the Court held that failure to ensure proper notice constitutes reversible error.

By relying solely on Respondent's counsel's representations rather than independently confirming notice, the Special Referee abandoned judicial neutrality and deprived Appellant of basic procedural fairness. This due process violation alone requires reversal.

II. THE SPECIAL REFEREE'S BIFURCATION OF THE HEARINGS VIOLATEDJUDGE GRIFFITH'S ORDER AND PREJUDICED APPELLANT

Judge Griffith ordered a single, full hearing on the merits. Contrary to that directive, the Special Referee bifurcated the proceedings by:

1. Conducting a November 6 summary judgment hearing without Appellant present; (R. pp.1-6)
2. Proceeding while Appellant was grieving a death in the family; (R. p.1.)
3. Allowing counsel only six days to prepare; and (R. p.4.)
4. Deferring Appellant's counterclaims until November 27. (R. p.4.)

This procedure denied Appellant a meaningful opportunity to participate and violated the fundamental fairness principles articulated in S.C. Dept. of Soc. Servs. v. Doe.

At the November 27 hearing, material evidence emerged, including proof of extensions and contradictions within Respondent's own documents. (R. Pp.104, 138, 148-149) Despite this, the Special Referee refused to revisit or correct earlier findings. (R. pp.93, 148, 149.) This structural unfairness mandates reversal under Hollie.

III. SUMMARY JUDGMENT WAS IMPROPER BECAUSE MULTIPLE MATERIALFACTUAL DISPUTES EXISTED

Summary judgment was improper because numerous material facts were disputed, including:

- Whether the seller authored the alleged breach letter; (R. p.32, 211-213.)
- Whether the seller authored or authorized any termination letter; (R. p.110-112, 242)
- Whether the 2003 contract remained operative; (R. Pp.110-112, 116, 118-121.)
- Whether an extension existed; (R. P.104, 148-149)
- Whether the 2021 contract was formed through duress and misrepresentation. (R. pp.93, 95, 110-111, 121, 226-228, 262, 263, 268, 269, 338-345)

(See November 6, 2024, hearing transcript.) (R. pp.105-130.)

Under Baughman and Fleming, summary judgment is improper where credibility determinations are required or where material facts remain in dispute. The Special Referee erred by resolving contested facts rather than allowing them to be adjudicated at trial.

IV. THE 2021 CONTRACT COULD NOT CONSTITUTE NOVATION BECAUSE IT WASPROCURED THROUGH MISREPRESENTATION, THREATS.

A valid novation requires mutual assent and a valid new contract. Maners, 257 S.C. at 511. Here, the record establishes:

- The seller did not approve the 2021 contract; (R. pp.226-230)
- The seller did not reject the altered contract, contrary to counsel's representations; (R. pp.103, 226-230)
- Appellant signed under threat of eviction; (R. Pp.103, 262, 263, 268, 269, 338-345
- Respondent's counsel misrepresented seller approval. (R. P.103, 26-230)

(See Jay Self deposition.)

Under Schmauch, a contract executed under duress is voidable. Because the 2021 contract was procured through misrepresentation and threats and lacked seller approval, it cannot constitute a novation or supersede the 2003 contract. (R. p.124)

V. THE SPECIAL REFEREE'S RELIANCE ON FABRICATED DOCUMENTSREQUIRES VACATUR UNDER CHEWNING AND HOLMES

Respondent relied on documents that the seller later denied authoring or authorizing, including:

- A breach letter the seller denied authoring; (R. pp.32, 210, 213)
- A termination letter the seller denied authorizing. (R. pp.242)

(See Jay Self deposition.)

Under Chewning and Holmes, judgments based on fabricated or fraudulent evidence constitute fraud upon the court and require vacatur. The Special Referee's reliance on these documents' mandates reversal. (R. pp.1-6, 110-112, 124.)

VI. THE SPECIAL REFEREE ERRED BY DISREGARDING EVIDENCE OFEXTENSIONS, EQUITABLE INTEREST, AND SUBSTANTIAL PERFORMANCE

At the November 27, 2024, hearing (R. pp.148-149.) Respondent's counsel challenged whether Appellant could prove an extension. (R. p.148-149) Appellant produced documentary proof of an extension granted under the 2021 contract, including a letter from attorney Bill Garrett confirming that additional time had been approved. (R. p.104.) This directly contradicted the Special Referee's earlier ruling that Appellant failed to close by the alleged deadline. (R. p.5.)

Rather than reconsider his prior ruling, the Special Referee stated, "Is this even relevant? I have already ruled on it." (See November 27, 2024, hearing transcript.) (R. P.148-149.) This refusal to consider material evidence constitutes reversible error.

Equitable Interest and Longstanding Performance

For nearly eighteen years, Appellant: (R. p.109,119)

- Occupied the entire parcel; (R. p.119)
- Operated his business on the property;
- Resided on the property; and
- Made substantial improvements. (R. P.119)

Under Player v. Chandler, 299 S.C. 101 (1989), continuous performance and substantial improvements create equitable interests that courts must protect. The Special Referee ignored nearly two decades of reliance and performance and improperly reduced the matter to a technical breach.

Material Evidence Cannot Be Ignored

Fleming v. Rose, 350 S.C. 488 (2002), holds that summary judgment is improper where material evidence has been overlooked. The Special Referee's disregard of the extension, equitable ownership principles, and longstanding reliance independently requires reversal.

VII. APPELLANT WAS DENIED AN IMPARTIAL TRIBUNAL DUE TO SPECIALREFEREE BIAS, CONFLICTS OF INTEREST, AND STRUCTURAL FAIRNESSVIOLATIONS

Appellant was denied the constitutional right to a fair and impartial tribunal. The record reflects that:

1. The Special Referee relied on Respondent's counsel's statement that Appellant "would not respond"; (Review Under SCACR Rule 201)
2. The Special Referee asked Respondent's counsel whether he wished to file summary judgment; (Review Under SCACR Rule 201)

3. The Special Referee denied a continuance despite a death in Appellant's family; (R. pp.1, 6)
4. The Special Referee refused to correct findings after new evidence emerged; and (R. pp.148-149)
5. The Special Referee acknowledged professional ties to Senator John Drummond, the husband of Holly Self, a family member closely connected to Respondent's ownership. (See November 27 hearing transcript.) (R. p.152)

In State v. Thompson, 349 S.C. 600 (2002), the Supreme Court held that recusal is required when a judge's impartiality might reasonably be questioned. Christy v. McGill further holds that even the appearance of impropriety necessitates corrective action.

The Special Referee's conduct demonstrates partiality and structural unfairness requiring reversal.

VIII. APPELLANT'S APPEAL WAS SEVERELY PREJUDICED BY APPELLATECOUNSEL MISCONDUCT AND ABANDONMENT

Appellant's appellate counsel committed severe misconduct by:

- Sending the initial brief at 10:47 p.m. on the due date;
- Filing the brief at 11:17 p.m. without Appellant's review or approval;
- Withdrawing the following morning;
- Withdrawing the initial brief and Designation of Matter;
- Omitting the November 27 hearing transcript and other key documents; (R. pp.131-164)
- Failing to raise wrongful eviction and fabricated evidence;
- Admitting an intent to "muddy the waters."

(See emails and audio recording with appellate counsel.) (Review Under SCACR Rule 201.)

This conduct constitutes abandonment. Under Nelson v. Spartanburg Regional Healthcare and Hollie, relief is warranted where attorney misconduct deprives a litigant of meaningful participation. Corrective action by this Court is required.

IX. THE WRONGFUL EVICTION DURING THE APPEAL AND MISUSE OF RULE 60—

WITH APPELLATE COUNSEL PARTICIPATION—CONSTITUTE REVERSIBLEERROR

After Appellant filed his notice of appeal, Respondent unlawfully evicted Appellant on April 9, 2025, in violation of the automatic stay under Rule 241, SCACR. Appellant's belongings were removed and discarded, and he was treated as a trespasser. (See photos.) (Review Under SCACR Rule 201.)

A. The Eviction Violated the Automatic Appellate Stay

Rule 241(a) automatically stays enforcement of judgments upon appeal. Respondent lacked authority to evict Appellant, and South Carolina law prohibits self-help evictions. See S.C. Code Ann. § 27-37-10 et seq.

B. Respondent Attempted to Use Rule 60 to Legitimize an Illegal Eviction

After the eviction, Respondent filed a Rule 60(b) motion attempting to retroactively justify its conduct. Under Chewning and Mictronics, Rule 60 cannot be used to gain advantage in violation of appellate jurisdiction or to retroactively authorize unlawful acts. (Review Under SCACR Rule 201.)

C. Appellant's Appellate Counsel Participated in the Rule 60 Misuse

Rather than protect Appellant's rights, appellate counsel failed to challenge the eviction, failed to enforce the appellate stay, coordinated with Respondent and the Special Referee on the Rule 60 strategy, filed a misleading motion, and then withdrew. This constitutes abandonment and possible collusion.

D. The Combined Misconduct Requires Reversal

The wrongful eviction and misuse of Rule 60 independently and collectively constitute reversible error. Under Holmes, Chewning, and Hollie, such conduct mandates reversal due to fraud upon the court, due process violations, and cumulative error.

CONCLUSION

The record in this case reveals more than disagreement over contractual interpretation. It reveals a proceeding in which material factual disputes were resolved without trial, procedural safeguards were disregarded, and Appellant was deprived of a fair opportunity to present his case. (R. pp.105, 130-164.)

The prejudice to Appellant was compounded when appellate counsel withdrew immediately after filing, and then withdrawing, the Initial Brief and Designation of Matter, leaving Appellant unrepresented at the most critical stage of the appeal and effectively forcing him to proceed pro se under threat of dismissal.

Justice requires more than efficiency. It requires a process that is fair, neutral, and grounded in the record.

RELIEF REQUESTED

Appellant respectfully requests that this Court:

1. Vacate the order granting partial summary judgment (R. pp.4-6) and the final order; (R. pp.1-3)
2. Remand this matter for a full hearing on the merits consistent with due process;
3. Direct that proceedings on remand be conducted in a manner ensuring neutrality and proper notice; and
4. Grant such other relief as the Court deems just and proper.

Respectfully submitted,

s/ Rodney White

Rodney White, Pro Se Appellant

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July 1, 2026

Greenwood. South Carolina