

THE SOUTH CAROLINA COURT OF APPEALS

Appellate Case No. 2012-213351

The Honorable Roger M. Young, Sr.
Charleston County

Trial Court Case No. 2010-CP-10-09672

Hayden Jeffords, individually, and on behalf of all others similarly situated, Titus Gudel, Harold S. McEwan, D. Everett Walker, Paul Kane, Jeanne Debosh, Margarita Staudt, Leslie Anne O'Neal, Trivette C. Hatcher, William Scanlon, Delia Scanlon, Christy C. Parish, Joseph LaDue, Deborah LaDue, Pamela Snyder, Steven Goldberg, Brent McClaine, Brian Rasmussen, McKenzie Hutaff, Brian Kavanagh, Lynn Harris, and Kenneth A. Brown, Plaintiffs

Of whom Titus Gudel, Harold S. McEwan, William Scanlon, Delia Scanlon, Steven Goldberg, Brent McClaine, McKenzie Hutaff, Lynn Harris, and Kenneth A. Brown are the Secondary Appellants, and

Of whom Jonn Zohlen, Mary Zohlen, Leslie Anne O'Neal, and Trivette C. Hatcher are the Respondents,

v.

East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC < a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC; Central 3, LLC; Creekstone East Bridge, LLC; Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Mangement, LLC; Creekstone Management, Inc.; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn; Kevin Ball; East Coast Carpentry a/k/a ECC Contracting, LLC; Fuller Drywall & Paint, Ltd.; Delta Mechanical, Inc. a/k/a Carolina Delta Mechanical; Wasson Electric Heating & Air; Bay Club Homes, LLC; Terracon Consultants, Inc.; and Salvador Rubalcaba d/b/a Rubalcala Construction, Defendants

Of whom East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC < a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC; Central 3, LLC; Creekstone East Bridge, LLC; Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Mangement, LLC; Creekstone Management, Inc.; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn and Kevin Ball are the Appellants.

v.

East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC< a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC; Central 3, LLC; Creekstone East Bridge, LLC; Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Mangement, LLC; Creekstone Management, Inc.; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn; Kevin Ball; and Bay Club Homes, LLC, Third Party Plaintiffs

v.

Robert Wasson and Barbara Wasson, individually and d/b/a Wasson Electric Heating & Air; and Charleston Chimney Services, Inc., Third Party Defendants.

APPELLANT STEVEN GOLDBERG'S MOTION AND MEMORANDUM IN SUPPORT OF MOTION PURSUANT TO SCACR RULES 240 AND 261 TO ENFORCE SETTLEMENT AGREEMENT AGAINST APPELLANTS ZOHLENS, O'NEILL, HATCHER, JUSTIN LUCEY AND YOUNG CLEMENT RIVERS

STATEMENT OF THE CASE

This Motion is to enforce the Settlement Agreement between the parties entered while the matter was on appeal in 2013. On October 1, 2013 a Settlement Agreement was entered into between Appellants McClain, Scanlons, Goldberg, and Harris and their counsel Leath, Bouch, and Seekings; John Hayes; and Keith McCarty (hereinafter collectively referred to as "Appellants") and Respondents Zohlens, O'Neill, Hatcher and their counsel Young, Clement, and Rivers; and Justin Lucey (hereinafter collectively referred to as "Respondents"). See Exhibit A Settlement Agreement. Pursuant to the terms of the Settlement Agreement, Goldberg dismissed his appeal. See Exhibit A and Exhibit B Motion to Withdraw Appeal.

The Settlement Agreement calls for a payment from Respondents to Appellants of 10% of the net monetary fees to Appellants.¹ See Exhibit A at paragraph 1. Respondents have received net monetary fees of at least \$6,651,000 and have failed to remit the 10% to Appellants.

PROCEDUDURAL BACKGROUND OF THE UNDERLYING CASE

The Appellants are owners of condominium units at East Bridge Town Lofts (sometimes referred to as "East Bridge") in Mount Pleasant, SC. The Appellants brought suit over construction defects arising from the conversion of the East Bridge Town Lofts from apartments into condominiums.

The lawsuit was initially brought by Hayden Jeffords, individually and on behalf of all others similarly situated, who filed her complaint on November 19, 2010.

On December 13, 2010, less than a month after the Jeffords suit was filed, individual unit owner Vicki Devereaux on her behalf and on behalf of others similarly situated and the East Bridge Town Lofts Property Owners Association, Inc. ("the POA"), both represented by Attorney Lucey, brought their own suit against essentially the same Defendants: *Vicki Devereaux et al. v. East Bridge Lofts, LLC*, Case No. 2010-CP-10-10204.

On July 25, 2011, the Jeffords Complaint was amended and additional Plaintiffs added including William Scanlon and Delia Scanlon, (July 25 Amended Complaint). On January 5, 2012, the Jeffords case was amended which, among other things, added Steven Goldberg, Brent McClain, and Lynn Harris as Plaintiffs. (Jan. 5 Amended

¹ The Settlement Agreement called for between 8.5% - 10% depending on whether an expert (Glick) continued on the case testifying on behalf of Respondents. Glick did continue on the case and testify on behalf of the Respondents.

Complaint). On May 14, 2012, Respondent/Plaintiffs John Zohlen, Mary Zohlen, Trivette Hatcher and Leslie Anne O'Neal ("the Respondents"), filed an "Amended Motion to Strike and Amend" seeking to dismiss the case filed by Appellants (and others)

A hearing was held on September 12, 2012. The circuit court took the matter under advisement then instructed Mr. Lucey to draft an order, which was signed and dismissed the Jeffords Plaintiffs (including the Appellants) with prejudice.

The Order, dismissing the Jeffords Plaintiffs (and Appellants) with prejudice, was filed on October 10, 2012. On October 23, 2012, the Jeffords Plaintiffs moved to alter or amend the Order. The motions to alter or amend were denied on October 30, 2012, and Notices of Appeal were filed on November 16, 2012.

The Appeal was briefed by Appellants. The parties then mediated the case. On or about October 1, 2013, the Appellants and Respondents settled the matter. The parties alerted the Court of Appeals via Motion filed on October 4, 2013 and the Court of Appeals entered an Order dismissing the appeal. See Exhibits B and C.

From the date of the Settlement Agreement, Respondents have received net monetary fees of at least \$6,651,000 from the POA case. Respondents have failed to remit 10% of those fees to Appellants.

JURISDICTION

This Court has jurisdiction to enforce the Settlement Agreement between these parties by virtue of S.C. Appellate Court Rules 205, 261, and this Court's inherent power to enforce settlement agreements entered into before it. South Carolina Appellate Court Rule 205 places exclusive jurisdiction of a matter on appeal with the appellate courts.

Rule 261(b) sets forth the procedure to follow for cases which settle on appeal. "A trial court has inherent jurisdiction to enforce settlement agreements entered before it." Kumar v. Third Generation, Inc., 324 S.C. 284, 289-90, 485 S.E.2d 626, 629 (Ct. App. 1995) (citing Rock Smith Chevrolet, Inc. v. Smith, 309 S.C. 91, 93, 419 S.E.2d 841, 842 (Ct. App. 1992) ("There can be no doubt but that the trial court retains inherent jurisdiction and power to enforce agreements entered into in settlement of litigation before that court.")). This matter settled after notice of appeal and briefing. Appellants, including Jeffords, fully performed under the agreement by in part dismissing their appeal. On April 2, 2014, upon motion of one Appellant, the Court of Appeals recalled its remittitur and reinstated the appeal. Therefore, respectfully, this Court has jurisdiction to enforce the Settlement Agreement.

ARGUMENT: THE SETTLEMENT AGREEMENT SHOULD BE ENFORCED

"It has long been the policy of the court to encourage settlement in lieu of litigation, and courts have usually enforced settlement agreements." Rock Smith Chevrolet, Inc. v. Smith, 309 S.C. 91, 93, 419 S.E.2d 841, 842 (Ct. App. 1992). South Carolina Appellate Court Rule 261(b) sets forth the procedure for settlements on appeal:

(b) Settlement Agreements. If a settlement agreement relates to a matter that is pending before an appellate court, the settlement agreement need not be submitted to the appellate court unless approval by the appellate court, a lower court or tribunal is required before the agreement can be effective, or the parties desire to have the agreement approved by the appellate court.

Rule 261, SCACR. On October 1, 2013, the Parties entered into a Settlement Agreement while this matter was on appeal. The settlement was the result of arm's

length negotiation and a mediation. The settlement was reduced to writing, signed by the attorneys and noted in the record of the Appeal. Approval of the settlement agreement by a lower court is not required by Civil Rule 43(k) because the settlement agreement did not affect the proceedings at the trial level. The only procedural requirement of the agreement was voluntary dismissal of the appeal; thus Rule 43 is inapplicable. The signing of the Settlement Agreement by the attorneys is enforceable. As stated by this Court in Motley v. Williams, 374 S.C. 107, 111-12, 647 S.E.2d 244, 246-47 (Ct. App. 2007):

It is a long-standing and well-settled rule that an attorney may settle litigation on behalf of his client and that the client is bound by his attorney's settlement actions. See Crowley v. Harvey & Battey, P.A., 327 S.C. 68, 488 S.E.2d 334 (1997); Shelton v. Bressant, 312 S.C. 183, 439 S.E.2d 833, (1993); Poore v. Poore, 105 S.C. 206, 89 S.E. 569 (1916); Arnold v. Yarborough, 281 S.C. 570, 572 316 S.E.2d 416, 417 (Ct.App.1984). "This rule is based on the principles of agency law." Crowley at 70, 488 S.E.2d at 335.

Motley v. Williams, 374 S.C. 107, 111-12, 647 S.E.2d 244, 246-47 (Ct. App. 2007)(citing to Poore at 211-12, 89 S.E. at 571). Furthermore, the Appellants have fully performed under the Settlement Agreement.

Respondents have been paid net monetary fees of at least \$6,651,000. By the clear terms of the Settlement Agreement, Respondents must pay \$665,100, plus 10% of any and all additional fees received in the matter by Respondents in the future.

CONCLUSION

Appellant Goldberg has done what he was supposed to do under the Settlement Agreement and it is time for the Respondents to fulfill their responsibilities. Respectfully, this Court should enforce the Settlement Agreement and order

Respondents to pay the monies that Respondents agreed to in the Settlement Agreement.



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Attorneys for Appellant Goldberg

August 21, 2014

Jeffords, et al., v. East Bridge Town Lofts, et al.,

Case No.: 2010-CP-10-09672

Settlement Ageement

By and between McClaine, Scanlons, Goldberg, Harris, and their counsel (Leath, Bouch, Seekings, Hayes, and McCarty), on the one hand (hereinafter "Appellants"); and the Zohlens, O'Neil, Hatcher and their counsel (YCR and JOLPA) (hereinafter "Respondents"), on the other hand:

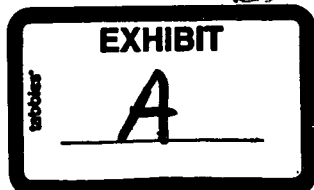
1. ~~Payment of 8.5-10% of net monetary fees recovered in POA case to Appellants' counsel in consideration of Appellants counsel's prior work in the Jeffords case. Appellants' counsel represents and warrants that their prior work meets or exceeds this value. Appellants' counsel shall have no involvement in the POA case.~~
 - a. 8.5% floor; 10% if Glick continues on in case testifying in behalf of Respondents
 - b. No Cap.
2. Within twenty four hours, Appellants' counsel shall withdraw their appeal and cause all other Secondary Appellants to withdraw their appeal; and take all actions necessary to end their client's participation in the Jeffords case and appeal; and all Appellant rights relating to Jeffords case are hereby assigned to Respondents
3. Irrevocable Assignment of claims to POA personally signed by McClain, Scanlon, Goldberg, Harris and any other remaining secondary appellants and unfiled clients (in the form used by the other homeowners, attached)
4. McClain, Scanlon, Goldberg, Harris and any other remaining secondary appellants and unfiled clients will provide votes in favor of reaffirming the Master Deed Amendment of the anti suit provisions
5. Appellants shall provide Respondents their full cooperation and support
6. Assignment of all work product and experts by Appellants to Respondents
7. Appellants' counsel shall sign letters prepared by Respondents' counsel supporting the effort to procure remaining owner assignments, re ratify the Master Deed amendment, and a similar shorter letter for confirming Respondents' counsel's complete authority at mediation.

This agreement is final, binding, and irrevocable once signed by one or more members of each group. A copy of this agreement may be enforced as the original.

October 1, 2013

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10-3-13
4:35 pm

[Handwritten signature]



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE CHARLESTON COUNTY
Court of Common Pleas

The Honorable Roger M. Young, Sr.

Case No.: 2010-CP-10-9762

Appellate Case No: 2012-213351

Hayden Jeffords, individually and on behalf of all others similarly situated, Titus Gudel, Harold S. McEwan, D. Everett Walker, Paul Kane, Jeanne Debosh, Margarita Staudt, Leslie Anne O'Neal, Trivette C. Hatcher, William Scanlon, Delia Scanlon, Christy C. Parish, Joseph Ladue, Deborah Ladue, Pamela Snyder, Steven Goldberg, Brent McClaine, Brian Rasmussen, McKenzie Hutaff, Brian Kavanagh, Lynn Harris, and Kenneth A. Brown, Plaintiffs,

Of Whom, Hayden Jeffords, individually and on behalf of all others similarly situated, Titus Gudel, Harold S. McEwan, D. Everett Walker, Paul Kane, Jeanne Debosh, Margarita Staudt, William Scanlon, Delia Scanlon, Christy C. Parish, Joseph Ladue, Deborah Ladue, Pamela Snyder, Steven Goldberg, Brent McClaine, Brian Rasmussen, McKenzie Hutaff, Brian Kavanagh, Lynn Harris, and Kenneth A. Brown are the Secondary Appellants,

And

Of Whom John Zohlen, Mary Zohlen, Leslie Anne O'Neal, and Trivette C. Hatcher are the Respondents.

v.

East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC, a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC, Central 3, LLC, Creekstone East Bridge, LLC, Creekstone SC I, LLC, Alexandra Road Investors, LLC, Creekstone Management, LLC, Creekstone Management, Inc., Donald K. Henry, Everett



Jackson, Steve Keller, East Coast Carpentry a/k/a ECC Contracting, LLC, Fuller Drywall & Paint, Ltd., Delta Mechanical, Inc. a/k/a Carolina Delta Mechanical, Wasson Electric Heating & Air, Bay Club Homes, LLC, Terracon Consultants, Inc., Salvador Rubalcaba d/b/a Rubalcaba Construction, Defendants,

Of Whom East Bridge Town Lofts, LLC a/k/a East Bridge, LLC, a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC, Central 3, LLC, Creekstone East Bridge, LLC, Creekstone SC I, LLC, Alexandra Road Investors, LLC, Creekstone Management, LLC, Creekstone Management, Inc., Donald K. Henry, Everett Jackson, Steve Keller, Edward Michael Washburn, and Kevin Ball are the Primary Appellants,

v.

East Bridge Lofts, LLC; Central 3, LLC; Creekstone Eastbridge, LLC; and Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Management, LLC; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn; Kevin Ball; and Bay Club Homes, LLC, Third-Party Plaintiffs,

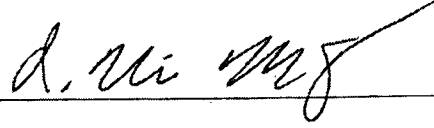
v.

Robert Wasson and Barbara Wasson, individually and d/b/a Wasson Electric Heating & Air; and Charleston Chimney Services, Inc., Third-Party Defendants.

MOTION TO WITHDRAW APPEAL

Appellant Hayden Jeffords, individually and on behalf of all others similarly situated, et al., respectfully moves this Court, Pursuant to Rule 260(c) SCAR, for an Order granting the withdrawal of the Notice of Appeal filed on November 16, 2012 on the grounds that this case has settled.

Signature on following page



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Attorneys for Appellants

The South Carolina Court of Appeals

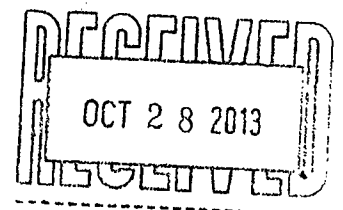
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of whom John Zohlen, Mary Zohlen, Leslie Anne O'Neal, and Trivette C. Hatcher are the Respondents,

v.

East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC, a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC; Central 3, LLC; Creekstone East Bridge, LLC; Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Management, LLC; Creekstone Management, Inc.; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn; Kevin Ball; East Coast Carpentry a/k/a ECC Contracting, LLC; Fuller Drywall & Paint, Ltd.; Delta Mechanical, Inc. a/k/a Carolina Delta Mechanical; Wasson Electric Heating & Air; Bay Club Homes, LLC; Terracon Consultants, Inc.; and Salvador Rubalcaba d/b/a Rubalcala Construction, Defendants,

of whom East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC, a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC, Central 3, LLC, Creekstone East Bridge, LLC, Creekstone SC I, LLC, Alexandra Road Investors, LLC, Creekstone Management, LLC, Creekstone Management, Inc., Donald K. Henry, Everett Jackson, Steve Keller, Edward Michael Washburn, and



Kevin Ball are the Appellants.

v.

East Bridge Lofts, LLC; Central 3, LLC; Creekstone Eastbridge, LLC; and Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Management, LLC; Donald K. Henry; Everett Jackson; Steve Keller; Edward Michael Washburn; Kevin Ball; and Bay Club Homes, LLC, Third-Party Plaintiffs,

v.

Robert Wasson and Barbara Wasson, individually and d/b/a Wasson Electric Heating & Air; and Charleston Chimney Services, Inc., Third-Party Defendants. AND Hayden Jeffords, individually, and on behalf of all others similarly situated, Titus Gudel, Harold S. McEwan, D. Everett Walker, Paul Kane, Jeanne Debosh, Margarita Staudt, Lesli Anne O'Neal, Trivette C. Hatcher, William Scanlon, Delia Scanlon, Christy C. Parish, Joseph LaDue, Deborah LaDue, Pamela Snyder, Steven Goldberg, Brent McClaine, Brian Rasmussen, McKenzie Hutaff, Brian Kavanagh, Lynn Harris, and Kenneth A. Brown, Plaintiffs,

Of whom Hayden Jeffords, individually, and on behalf of all others similarly situated, Titus Gudel, Harold S. McEwan, D. Everett Walker, Paul Kane, Jeanne Debosh, Margarita Staudt, William Scanlon, Delia Scanlon, Christy C. Parish, Joseph LaDue, Deborah LaDue, Pamela Snyder, Steven Goldberg, Brent McClaine, Brian Rasmussen, McKenzie Hutaff, Brian Kavanagh, Lynn Harris, and Kenneth A. Brown are the Appellants,

v.

Of Whom John Zohlen, Mary Zohlen, Leslie Anne O'Neal, and Trivette C. Hatcher are the Respondents,

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East Bridge Town Lofts, LLC, a/k/a East Bridge, LLC, a/k/a East Ridge Homes, LLC, a/k/a East Bridge Lofts, LLC; Central 3, LLC; Creekstone East Bridge, LLC;

Creekstone SC I, LLC; Alexandra Road Investors, LLC; Creekstone Management, LLC; Creekstone Management, Inc.; Donald K. Henry; Everett Jackson; Steve Keller; East Coast Carpentry a/k/a ECC Contracting, LLC; Fuller Drywall & Paint, Ltd.; Delta Mechanical, Inc. a/k/a Carolina Delta Mechanical, Inc.; Wasson Electric Heating & Air; Bay Club Homes, LLC; Terracon Consultants, Inc.; and Salvador Rubalcaba d/b/a Rubalcala Construction, Defendants,

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Robert Wasson and Barbara Wasson, individually and d/b/a Wasson Electric Heating & Air; and Charleston Chimney Services, Inc., Third-Party Defendants.

Appellate Case No. 2012-213351

The Honorable Roger M. Young, Sr.
Charleston County
Trial Court Case No. 2010CP1009672

ORDER

It appears to the satisfaction of the Court that the above case has been fully and finally settled by agreement between the parties. Accordingly, this matter is dismissed. The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

FOR THE COURT

BY V. Claire Allan, Deputy
CLERK

Columbia, South Carolina

cc:

Robert T. Lyles, Jr.

Justin O'Toole Lucey

Joshua Fletcher Evans

John Calvin Hayes, IV

Ivon Keith McCarty

Michael S. Seekings

Edward D. Buckley, Jr.

Russell Grainger Hines

THE SOUTH CAROLINA COURT OF APPEALS

Appellate Case No. 2012-213351

The Honorable Roger M. Young, Sr.
Charleston County

73303

Trial Court Case No. 2010-CP-10-09672

Hayden Jeffords, individually, and on behalf of all others similarly situated, Titus Gudel, Harold S. McEwan, D. Everett Walker, Paul Kane, Jeanne Debosh, Margarita Staudt, Leslie Anne O'Neal, Trivette C. Hatcher, William Scanlon, Delia Scanlon, Christy C. Parish, Joseph LaDue, Deborah LaDue, Pamela Snyder, Steven Goldberg, Brent McClaine, Brian Rasmussen, McKenzie Hutaff, Brian Kavanagh, Lynn Harris, and Kenneth A. Brown, Plaintiffs

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v.

Robert Wasson and Barbara Wasson, individually and d/b/a Wasson Electric Heating & Air; and Charleston Chimney Services, Inc., Third Party Defendants.

**NOTICE OF APPEARANCE OF PETER D. PROTOPAPAS
FOR APPELLANT STEVEN GOLDBERG**

TO: THE CLERK OF COURT AND ALL PARTIES OF RECORD

PLEASE TAKE NOTICE that Peter D. Protopapas of the law firm of Rikard & Protopapas LLC, at the address noted below, hereby enters his appearance as additional counsel on behalf of the Appellant, Steven Goldberg, along with Keith McCarty, Esq., Michael S. Seekings, Esq., and John C. Hayes, IV, Esq.

Please have the Court records reflect that the undersigned is now additional attorney of record for the above-referenced Appellant, and that all notices, schedules, orders and correspondence from the Court regarding this matter should be copied to the undersigned.


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Attorneys for Appellant Goldberg

August 21, 2014

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SC Court of Appeals

THE SOUTH CAROLINA COURT OF APPEALS

Appellate Case No. 2012-213351

The Honorable Roger M. Young, Sr.
Charleston County

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v.

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v.

Robert Wasson and Barbara Wasson, individually and d/b/a Wasson Electric Heating & Air; and Charleston Chimney Services, Inc., Third Party Defendants.

PROOF OF SERVICE

I, Jo-Elaine Boyd, of Rikard & Protopapas, do hereby certify that a copy of

Notice of Appearance of Peter D. Protopapas on behalf of Appellant, Steven Goldberg

has been served on all counsel by U.S. Mail on August 21, 2014 addressed as follows:

Justin Lucey, Esq.
Joshua F. Evans, Esq.
415 Mill Street
Mount Pleasant, SC 29465

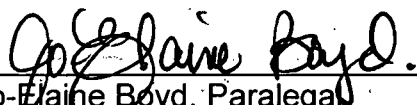
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RIKARD & PROTOPAPAS, LLC


Jo-Elaine Boyd, Paralegal



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August 21, 2014

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

Re: Hayden Jeffords, et al. v. East Bridge Town Lofts, et al.
Circuit Court Case No: 2010-CP-10-9672
Appellate Case No: 2012-213351

Dear Ms. Kitchings:

Please find enclosed the original and seven (7) copies of *Appellant Steven Goldberg's Motion Pursuant To SCACR Rules 240 and 261 To Enforce Settlement Agreement Against Appellants Zohlens, O'Neill, Hatcher, Justin Lucey and Young Clement Rivers*; the original and two (2) copies of *Notice of Appearance of Peter D. Protopapas on behalf of Appellant Steven Goldberg*; and the original and two (2) copies of each *Proof of Service*.

I have enclosed my firm's check in the amount of \$25.00 representing the filing fee for the Motion. I would appreciate your returning clocked copies of each of the above to my courier.

Please do not hesitate to contact me if you have any questions, comments, or concerns.

Best regards,


Peter D. Protopapas

PDP/jb
Encls.

cc: to follow on page two

Justin Lucey, Esq.
Edward D. Buckley, Jr., Esq.
I Keith McCarty, Esq.
Michael S. Seekings, Esq.
John C. Hayes, IV, Esq.