

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas
Roger M. Young, Circuit Judge

Appellate Case No. 2014-0001780

SEBRINA LEIGH-JONES, *Respondent*,

v.

EVE F. OLASOV, *Appellant*,

And

LUXURY LAND AND HOMES, INC. AND EVE F. OLASOV, *Plaintiffs*,

v.

SEBRINA LEIGH-JONES, CHRIS LEIGH-JONES, LUXURY SIMPLIFIED, LLC, BRIDGE
CHARLESTON INVESTMENTS, LLC, AND LUXURY SIMPLIFIED REAL ESTATE, INC.,
Defendants.

APPENDICES IN SUPPORT OF
APPEALABILITY OF CIRCUIT COURT'S ORDER

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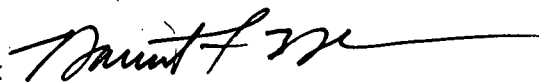
SC Court of Appeals

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September 8, 2014

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SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

SEBRINA LEIGH-JONES,
Plaintiff,

vs.

EVE F. OLASOV,
Defendant.

IN THE COURT OF COMMON PLEAS

2013-CP-10-4798

Case No. 2013-CP-10-

COMPLAINT

(Non-jury Trial)

(Business Court Designation Requested)

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2013 AUG 14 PM 2:01
JULIE J. ARMSTRONG
CLERK OF COURT

The Plaintiff Sebrina Leigh-Jones, complaining of the Defendant Eve F. Olasov, alleges and says:

1. The Plaintiff Sebrina Leigh-Jones ("Leigh-Jones") is a resident of Charleston County, South Carolina.
2. The Defendant Eve F. Olasov ("Olasov") is a resident of Charleston County, South Carolina.
3. Prior to October 1, 2012, Olasov was the sole shareholder of Luxury Land & Homes, Inc. ("LLH"), a statutory close corporation organized under South Carolina law. LLH was, and is, in the business of residential and commercial real estate brokerage. Olasov owned one hundred (100) shares of the Common Stock of LLH.
4. In the summer of 2012, Leigh-Jones entered into negotiations with Olasov for the purchase of an ownership interest in LLH. During the negotiations, Leigh-Jones expressed her vision for developing a company providing a diverse array of services for clients in the real estate market, from buying and selling, to rehabilitation and renovation, to investing, to residential and commercial management.

5. Olasov was well aware of the stated interest of Leigh-Jones to develop a company with a greater scope of services than what had been previously provided by LLH. Olasov expressed her support for Leigh-Jones business plan and expressly agreed that, if she purchased an interest in LLH, Leigh-Jones could use LLH as the platform for developing the company that Leigh-Jones envisioned.

6. Without Olasov's express support and encouragement, Leigh-Jones would not have proceeded with the purchase of any ownership interest in LLH.

7. On or about October 1, 2012, Leigh-Jones executed a Stock Subscription Agreement with LLH for the purchase of one hundred (100) shares of common stock of the company. The Stock Subscription Agreement provided for the purchase of the common stock at a price of Two Thousand Two Hundred Dollars (\$2,200) per share.

8. Leigh-Jones has paid the full purchase price for the one hundred (100) shares of Common Stock of LLH in accordance with the terms of the Stock Subscription Agreement.

9. Leigh-Jones and Olasov each own one hundred shares of LLH and, therefore, are equal (50%) owners of LLH.

10. On or about October 1, 2012, Olasov and Leigh-Jones executed an Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc. ("Shareholders Agreement"). A copy of the Shareholders Agreement is attached hereto as "Exhibit A" and incorporated herein by reference.

11. The Shareholders Agreement authorized the shareholders of LLH to manage the business and affairs of the company without a Board of Directors. Olasov was appointed president and broker-in-charge of the company while Leigh-Jones was appointed vice president and treasurer.

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12. Over the course of time, Olasov's support for Leigh-Jones vision and direction for LLH has diminished. Olasov and Leigh-Jones now cannot agree on the direction of the business and affairs of LLH.

13. Olasov and Leigh-Jones, equal shareholders of LLH, are now deadlocked in the management of LLH's business and affairs.

14. All efforts by the shareholders to overcome or eliminate the deadlock have failed.

15. As a result of the shareholder deadlock, LLH is suffering, or will suffer, irreparable injury.

16. As a result of the shareholder deadlock, the business and affairs of LLH can no longer be conducted to the advantage of the shareholders.

FOR A FIRST CAUSE OF ACTION
(Dissolution of LLH)

17. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 16 above as if fully set forth herein verbatim.

18. Leigh-Jones brings this action pursuant to S.C. Code Ann. § 33-18-400 (2012) seeking relief pursuant to S.C. Code Ann. § 33-18-430 (2012).

19. Given the deadlock of the shareholders over the fundamental direction of the business and affairs of LLH, the only reasonable solution for resolving the shareholder deadlock is the dissolution of the company in accordance with the statutory law of South Carolina.

20. Leigh-Jones prays for an Order of the Court dissolving LLH in accordance with the statutory law of South Carolina.

FOR A SECOND CAUSE OF ACTION
(Purchase of Leigh-Jones Shares)

21. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 20 above as if fully set forth herein verbatim.

22. Leigh-Jones brings this action pursuant to S.C. Code Ann. § 33-18-400 (2012) seeking relief pursuant to S.C. Code Ann. § 33-18-420 (2012).

23. As an alternative to dissolution, Leigh-Jones seeks an Order of the Arbitrator requiring Olasov to purchase all of Leigh-Jones shares of Common Stock for their full value in order to avoid dissolution.

24. Leigh-Jones prays for an Order of the Court requiring Olasov to purchase Leigh-Jones' Common Stock of LLH and, in the event that the purchase is not completed, an Order of the Court dissolving LLH.

FOR A THIRD CAUSE OF ACTION
(Declaratory Judgment)

25. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 24 above as if fully set forth herein verbatim.

26. The Shareholders Agreement includes a section that purports to be a covenant not to compete.

27. The covenant not to compete is unreasonable and overbroad in the scope of activities it seeks to prohibit Leigh-Jones from engaging, all of which is unnecessary for the protection of any interest of Olasov and/or LLH.

28. The covenant not to compete is unduly harsh and oppressive in curtailing Leigh-Jones' legitimate efforts to earn a livelihood.

29. The covenant not to compete is unreasonable in its temporal and territorial restraints.

30. The covenant not to compete includes a "blue-pencil" provision which is unenforceable pursuant to South Carolina law.

31. The covenant not to compete violates South Carolina public policy as it is an unreasonable restraint of trade.

32. Plaintiff Leigh-Jones prays for an Order of the Court declaring that the covenant not to compete contained in the Shareholders Agreement is void and unenforceable under South Carolina law.

FOR A FOURTH CAUSE OF ACTION
(Declaratory Judgment)

33. The Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 32 above as if fully set forth herein verbatim.

34. Pursuant to Section 2.7.3 of the Shareholders Agreement, Leigh-Jones possessed the right to create, develop, manage and maintain websites other than LLH Websites (defined as those websites that pre-existed the Shareholders Agreement) as long as the websites did not include the words "luxurylandandhomes" or "LLH" in the domain name.

35. All websites created, developed, managed and/or maintained by Leigh-Jones in accordance with Section 2.7.3 of the Shareholders Agreement are the personal property of Leigh-Jones.

36. Pursuant to the authority of the Shareholders Agreement, Leigh-Jones developed a website and trademark identified as "Luxury Simplified Group."

37. The "Luxury Simplified Group" trade name and website are the personal property of Leigh-Jones.

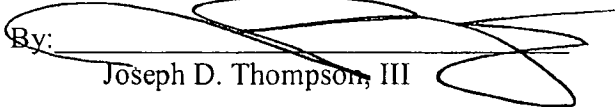
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38. Plaintiff Leigh-Jones prays for an Order of the Court declaring that the website and the trade name "Luxury Simplified Group" are the personal property of Leigh-Jones.

WHEREFORE, Plaintiff Sebrina Leigh-Jones prays that the Court issue an Order:

1. Finding that the shareholders of Luxury Land & Homes, Inc. are hopelessly deadlocked in the management of the corporation's business and affairs and that, as a result of the deadlock, the corporation is suffering, or will suffer, irreparable injury if relief is not granted;
2. Finding that the business and affairs of the corporation can no longer be conducted to the advantage of the shareholders because of the deadlock;
3. Finding that dissolution of LLH is the only appropriate remedy for relief of the shareholder deadlock and ordering same;
4. Finding that, as an alternative to dissolution, Olasov should purchase all of the Common Stock owned by Leigh-Jones at fair value and ordering same;
5. Finding that the covenant not to compete contained in the Shareholders Agreement is void and unenforceable pursuant to South Carolina law;
6. Finding that all "Luxury Simplified Group" websites and trade names developed by Leigh-Jones are the personal property of Leigh-Jones;
7. Granting the Plaintiff her attorneys fees and costs; and
8. Granting such other and further relief as may be deemed just and proper.

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By: 

Joseph D. Thompson, III

Attorneys for the Plaintiff

August 14, 2013
Charleston, South Carolina
Charleston: 945976 v.7

EXHIBIT A

Amended & Restated Shareholders Agreement

[A copy of this document is located in the Appendices at Pages 0078-0092]

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SEBRINA LEIGH-JONES,

Plaintiff,

-vs-

EVE F. OLASOV,

Defendant.

IN THE COURT OF COMMON PLEAS

NINTH JUDICIAL CIRCUIT

CASE NO. 2013-CP-10-4798

ANSWER & COUNTERCLAIMS

(Jury Trial Demanded)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2013 OCT 21 PM 3:24

FILED

TO: PLAINTIFF ABOVE-NAMED:

Defendant Eve F. Olasov (hereinafter referred to as "Defendant"), by and through her attorneys, fully answering the Complaint, and asserting Counterclaims, respectfully alleges and would show unto this Honorable Court as follows:

FOR A FIRST DEFENSE

(Qualified Denial)

1. Except as otherwise admitted, qualified, or explained hereinafter, Defendant denies each and every allegation contained in the Complaint and demands strict proof thereof.
2. Defendant lacks sufficient information or knowledge to form a belief as to the truth or accuracy of the Plaintiff's allegations contained in Paragraph 1 of the Complaint and, therefore, denies same and demands strict proof thereof.
3. Defendant admits the allegations of paragraph 2 of the Complaint.
4. Defendant admits the allegations of paragraph 3 of the Complaint.
5. In response to paragraph 4 of the Complaint, Defendant admits only that the Defendant and Plaintiff negotiated and executed a written "Stock Subscription Agreement" (hereinafter "Stock Subscription Agreement") and a written "Amended and Restated Shareholders

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Agreement for Luxury Land & Homes, Inc.” (hereinafter “Shareholders Agreement”), which documents are incorporated herein by reference, but denies all other allegations of said paragraph. Defendant craves reference to the written contracts for their complete and correct terms and denies any allegations of paragraph 4 that are inconsistent therewith. Defendant further affirmatively states that, during the negotiations preceding the closing of the Subscription Agreement and the Shareholders Agreement on October 26, 2012, neither Plaintiff nor her husband (Chris Leigh-Jones) or their legal counsel ever disclosed to Defendant or to her brother (David M. Olasov), who participated in the negotiations on behalf of Luxury Land and Homes, Inc. (hereinafter “LLH”) and Defendant, among other material omissions, that: (i) it was their present intention to create derivative trademarks to the trademarks owned by LLH to be known as “the Luxury Simplified Group” and “Luxury Simplified”; (ii) Plaintiff and her husband had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies wholly owned by them and not LLH; (iii) LLH would be falsely and unlawfully held out to the public as a mere “division” or “arm” of the Luxury Simplified Group to mislead the public and realtor communities to believe that LSG owns LLH; and (iv) Plaintiff and her husband and representatives acting under their sole control would develop in secret from Defendant and LLH and execute over Defendant’s continuous objection business and marketing plans with the purpose, intent and effect of improperly misappropriating the business and good will of LLH to benefit themselves and other businesses owned and controlled by Plaintiff to the material detriment of LLH and Defendant. In addition, Plaintiff, her husband, and others acting under their sole control developed and pursued other plans that they concealed from Defendant to wrest control of LLH from Defendant, by among other means, (i) improperly and unlawfully diverting brokerage business to other brokerage firms; (ii) advising

customers, staff, and the real estate brokerage community, in words or substance, that Defendant was leaving the company; (iii) encouraging Terri Seignious, a long-standing real estate broker affiliated with LLH, to disaffiliate and to form a new real estate brokerage firm funded in whole or in material part by business and business opportunities wrongfully diverted by Plaintiff and her husband and their co-conspirators; (iv) failing and refusing to pay the subscription price required by the Subscription Agreement; (v) allocating to LLH expenses of Luxury Simplified, LLC, Bridge Charleston Investments, LLC, and other entities owned and controlled by Plaintiff and her husband; (vi) forcing LLH to abandon a valuable office lease at 111 East Bay Street, in which LLH had invested materially in improvements thereto, and to take space in a building owned by Plaintiff in which the identity of LLH would be subordinated to Luxury Simplified Group; and (vi) incurring other expenses which had as their ultimate purpose causing LLH to be without sufficient funds to execute the business plan that Plaintiff and Defendant had negotiated. The causes of action resulting from the foregoing and related conduct of Plaintiff, her husband, and their co-conspirators are set forth in the Counterclaims pleaded herein and in the separate action filed by LLH and Defendant contemporaneously herewith under the caption "*Luxury Land and Homes, Inc. and Eve F. Olasov vs. Sebrina Leigh-Jones, Chris Leigh-Jones, Luxury Simplified, LLC, and Bridge Charleston Investments, LLC*," Case no. 2013-CP-10-6162 (the "Companion Complaint"), to which Defendant respectfully craves reference.

6. In response to paragraph 5 of the Complaint, Defendant denies its allegations as phrased in the Complaint and repeats and realleges its response to the allegations set forth in paragraph 4 of the Complaint. Defendant craves reference to the parties' written contracts for a

complete and correct statement of the parties' understandings and agreements and denies any allegations of paragraph 5 that are inconsistent therewith.

7. Defendant denies the allegations of paragraph 6 as phrased in the Complaint. Defendant craves reference to the parties' written contracts for a complete and correct statement of the parties' understandings and agreements, denies any allegations of paragraph 6 that are inconsistent therewith, and repeats and realleges its response to the allegations set forth in paragraph 4 of the Complaint.

8. In response to paragraph 7 of the Complaint, Defendant admits only that the parties executed a written Stock Purchase Agreement. Defendant craves reference to the terms and provisions of the written Stock Subscription Agreement and the written Shareholders Agreement for a complete and correct statement of the parties' understandings and agreements. Defendant denies any other allegations of paragraph 7 that are inconsistent therewith.

9. Defendant denies the allegations of paragraph 8 of the Complaint and demands strict proof thereof.

10. Defendant denies the allegations of paragraph 9 of the Complaint and demands strict proof thereof. Plaintiff executed a written Stock Subscription Agreement for the purchase of certain shares in LLH, but Plaintiff breached the written contracts by, *inter alia*, failing to pay the required purchase price for acquisition of Plaintiff's shares, breaching the non-competition provisions of the contracts, and improperly misappropriating LLH's business and good will to benefit other businesses owned and controlled by Plaintiff, as pleaded in the Counterclaims herein and in the Companion Action.

11. In response to paragraph 10 of the Complaint, Defendant admits only that the parties executed a written Shareholders Agreement. Defendant craves reference to the terms and provisions of the written Stock Subscription Agreement and the written Shareholders Agreement for a complete and correct statement of the parties' understandings and agreements. Defendant denies any other allegations of paragraph 10 that are inconsistent therewith.

12. Defendant admits the allegations of paragraph 11 of the Complaint.

13. In response to paragraphs 12, 13, 14, 15, and 16 of the Complaint, Defendant admits only that Plaintiff breached the parties' contracts by, *inter alia*, failing to pay the required purchase price for acquisition of Plaintiff's shares, breaching the non-competition provisions of the contracts, and improperly misappropriating LLH's business and good will to benefit other businesses owned and controlled by Plaintiff, as pleaded in the Counterclaims herein and in the Companion Action, and denies any allegations of paragraphs 12, 13, 14, 15, and 16 that are inconsistent therewith.

14. Answering paragraph 17 of the Complaint, Defendant repeats and realleges her answers to paragraphs 1 through 16 of the Complaint as fully as if repeated herein verbatim.

15. The allegations of paragraph 18 of the Complaint simply state a legal conclusion to which the Defendant is not required to respond. To the extent a response is required, the allegations are denied.

16. Defendant denies the allegations of paragraphs 19 and 20 of the Complaint and demands strict proof thereof.

17. Answering paragraph 21 of the Complaint, Defendant repeats and realleges her answers to paragraphs 1 through 20 of the Complaint as fully as if repeated herein verbatim.

18. The allegations of paragraph 22 of the Complaint simply state a legal conclusion to

which the Defendant is not required to respond. To the extent a response is required, the allegations are denied.

19. Defendant denies the allegations of paragraphs 23 and 24 of the Complaint and demands strict proof thereof.

20. Answering paragraph 25 of the Complaint, Defendant repeats and realleges her answers to paragraphs 1 through 24 of the Complaint as fully as if repeated herein verbatim.

21. In response to paragraph 26 of the Complaint, Defendant craves reference to the terms and provisions of the written Stock Subscription Agreement and the written Shareholders Agreement for a complete and correct statement of the parties' understandings and agreements and denies any allegations of paragraph 26 that are inconsistent therewith.

22. Defendant denies the allegations of paragraphs 27, 28, 29, 30, 31, and 32 of the Complaint and demands strict proof thereof. Defendant further affirmatively states that: (i) the non-competition provision was included in the written Shareholders Agreement at the Plaintiff's direction and insistence; (ii) its two year period was specified by the Plaintiff as "reasonable" on the basis that her husband agreed to the same time restriction in connection with the sale of his interest in another business; (iii) the territorial scope of the non-competition provision was narrowly restricted to the tri-county area of Charleston, Dorchester, and Berkeley Counties, South Carolina, in which LLH is active; and (iv) the non-competition provision was made mutual at the suggestion of Defendant's brother and without any objection of any kind by Plaintiff or her South Carolina legal counsel.

23. Answering paragraph 33 of the Complaint, Defendant repeats and realleges her answers to paragraphs 1 through 32 of the Complaint as fully as if repeated herein verbatim.

24. In response to paragraphs 34 and 35 of the Complaint, Defendant craves reference to the terms and provisions of the written Stock Subscription Agreement and the written Shareholders Agreement for a complete and correct statement of the parties' understandings and agreements and denies any allegations of paragraphs 34 and 35 that are inconsistent therewith.

25. Defendant denies the allegations of paragraphs 36, 37, and 38 of the Complaint and demands strict proof thereof.

26. Defendant denies that the Plaintiff is entitled to any of the relief requested in the prayer.

FOR A SECOND DEFENSE
(Failure to State a Claim)

27. The Complaint, in whole or in part, should be dismissed pursuant to S.C. R. CIV. PRO. 12(b)(6) for failure to state a claim against the Defendant. The facts as alleged in the Complaint do not state an actionable claim or support a theory of recovery against the Defendant as a matter of law.

FOR A THIRD DEFENSE
(Waiver)

28. Plaintiff's claims are barred in whole or part by the doctrine of waiver due to her own failures to comply and/or conform with the terms of the contracts, agreements, and understandings between the parties in such particulars as the evidence will show, including but not limited to, by failing to pay the required purchase price for acquisition of Plaintiff's shares, breaching the non-competition provisions of the contracts, and improperly misappropriating LLH's business and good will to benefit other businesses owned and controlled by Plaintiff.

FOR A FOURTH DEFENSE
(Estoppel)

29. Plaintiff's claims are barred in whole or part by the doctrine of estoppel due to her

own failures to comply and/or conform with the terms of the contracts, agreements, and understandings between the parties in such particulars as the evidence will show, including but not limited to, by failing to pay the required purchase price for acquisition of Plaintiff's shares, breaching the non-competition provisions of the contracts, and improperly misappropriating LLH's business and good will to benefit other businesses owned and controlled by Plaintiff. Additionally, as summarized herein, the Plaintiff engaged in conduct amounting to a breach of fiduciary duty and made misrepresentations to the Defendant which induced her to enter into the contracts with the Plaintiff. The Defendant lacked knowledge of the truth as to the facts in question, she relied upon the Plaintiff's conduct, and she changed position in reliance on the Plaintiff's conduct to her detriment and prejudice.

FOR A FIFTH DEFENSE
(Failure to Comply with Contracts)

30. Any failure by Defendant to perform as required by the contracts was excused by the Plaintiff's breaches and/or failures to comply or conform with the provisions of the contracts, agreements, and understandings reached by the parties, in such particulars as the evidence will show, including but not limited to, by failing to pay the required purchase price for acquisition of Plaintiff's shares, breaching the non-competition provisions of the contracts, and improperly misappropriating LLH's business and good will to benefit other businesses owned and controlled by Plaintiff.

FOR AN SIXTH DEFENSE
(Failure to Satisfy Conditions Precedent)

31. Plaintiff's claims are barred due her failure to satisfy all conditions precedent to any obligation on the part of the Defendant to perform under the contracts, agreements, and understandings reached by the parties in such particulars as the evidence will show, including but not

limited to, by failing to pay the required purchase price for acquisition of Plaintiff's shares, breaching the non-competition provisions of the contracts, and improperly misappropriating LLH's business and good will to benefit other businesses owned and controlled by Plaintiff.

FOR A SEVENTH DEFENSE

(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing)

32. Any failure on the part of Defendant to perform as agreed under any contract with the Plaintiff, although specifically denied, was excused because of Plaintiff's own breaches of the parties' contracts and her own breaches of the express or implied covenant of good faith and fair dealing, including but not limited to the Plaintiff's own failure to pay the required purchase price for acquisition of Plaintiff's shares, comply with the non-competition provisions of the contracts, and her improper misappropriation of LLH's business and good will to benefit other businesses owned and controlled by Plaintiff.

FOR AN EIGHTH DEFENSE

(Set-Off/Offset/Recoupment)

33. To the extent that Defendant is found liable to the Plaintiff, which liability is expressly denied, the claims alleged in the Complaint should be reduced or extinguished under the doctrines of set-off, offset, and/or recoupment for monies owed by the Plaintiff to the Defendant.

FOR A NINTH DEFENSE

(Unclean Hands)

34. Plaintiff's claims are barred in whole or part by the doctrine of unclean hands.

FOR A TENTH DEFENSE

(Prevention of Performance)

35. Plaintiff forfeited her rights under the parties' contracts by virtue of her own breaches of the parties' agreements and contracts and by her conduct preventing performance by the

Defendant.

FOR AN ELEVENTH DEFENSE

(Statute of Frauds)

36. Plaintiff's claims are barred in whole or part by the statute of frauds. South Carolina Code § 32-3-10 *et seq.* and § 36-2-201.

FOR A TWELFTH DEFENSE

(Ratification/Adoption)

37. Plaintiff has retained and/or failed to return or restore the consideration and benefits which she received under the contracts; therefore, she has ratified and adopted the contracts and cannot now seek to have them set aside on the grounds that they are null, void, illegal, or otherwise unenforceable.

FOR A THIRTEENTH DEFENSE

(Lack of Standing)

38. Plaintiff lacks standing to assert the claims in the Complaint.

FOR A FOURTEENTH DEFENSE

(Failure to Join Indispensable Parties)

39. Plaintiff's Complaint should be dismissed pursuant to S.C. R. CIV. PRO. 12(h)(2) and 19 based on the Plaintiff's failure to join indispensable parties to this action, including, but not limited to, Luxury Land and Homes, Inc., Chris Leigh-Jones, Luxury Simplified, LLC, and Bridge Charleston Investments, LLC.

**FOR A FIFTEENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**

(Temporary Restraining Order/Preliminary and Permanent Injunction)

As defenses and/or a counterclaim against Plaintiff Sebrina Leigh-Jones (hereinafter "Sebrina"), Defendant Eve F. Olasov ("Olasov") alleges and states as follows:

40. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 39 herein-above.

41. At all pertinent times, Olasov was and is an adult citizen and resident of Charleston County, State of South Carolina.

42. At all pertinent times, Sebrina was and is, upon information and belief, a resident of Charleston County, State of South Carolina.

43. At all pertinent times, Olasov was and is a real estate broker licensed by the State of South Carolina. She has been licensed as a real estate salesperson since 1988 and as a real estate broker since 2003. She became a broker in charge in 2004.

44. At all pertinent times, Olasov is and was the founding owner, principal, and shareholder of Luxury Land and Homes, Inc. (hereinafter "LLH"), holding 100 shares of the 1000 authorized shares of common stock of LLH, which are fully paid and non-assessible. LLH was formed by Olasov in 2004 as a South Carolina statutory close corporation.

45. At all pertinent times, LLH was and is in the business of residential and commercial real estate brokerage and related activities. LLH's focus is high-end residential properties in the tri-county area of Charleston, Dorchester, and Berkeley Counties, South Carolina.

46. Olasov has acted as the broker in charge for LLH for approximately nine years. LLH's real estate brokerage license is attached to or associated with Olasov's license.

47. Over the course of many years, Olasov and LLH have spent considerable time, effort, and money in building up the business, securing clientele, and creating good will. LLH used and uses the trademarks "Luxury Land and Homes, Inc.," "LLH," and "LLH Properties" and associated

graphic logos, designs, and depictions of a wrought iron gate. Olasov also developed, maintained, and controlled various internet sites for the promotion of LLH and the cultivation of potential customers. The internet sites used LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate.

48. LLH is the original owner of the tradename, trademarks, and design referred to above and the name has definitely acquired, in the minds of the public, a secondary meaning apart from its primary and generic significance, and has become a distinctive name and tradename denoting to the eye and mind of the public the existence of care, skill, integrity, reliability, and individuality as a residential and commercial real estate brokerage, resulting in a reputation for excellence and high quality throughout South Carolina. Due to such reputation and public awareness, Olasov and LLH have established considerable good will in connection with the corporate tradename, trademarks, and design referred to above.

49. Olasov's and LLH's good will, clients, employees, agents, trade secrets, trademarks, and other proprietary and confidential data and information were, and are, of great value to Olasov and LLH.

50. Olasov met Sebrina and her husband, Chris Leigh-Jones (hereinafter "Chris"), in connection with their purchase of residential and commercial properties for their relocation to Charleston from the United Kingdom. Olasov and LLH thereafter represented Sebrina and Chris in their purchase of several properties and in the inspection and negotiation of several others.

51. Sebrina and Chris subsequently expressed an interest to Olasov for Sebrina to become a real estate salesperson, which is an area in which Sebrina had no prior professional experience, and for Sebrina to acquire an ownership interest in LLH. Thereafter, over the course of several months,

Olasov and Olasov's brother (David M. Olasov) participated in negotiations with Sebrina, Chris, and their attorney involving Sebrina's agreement to subscribe to purchase shares in LLH.

52. On or about October 26, 2012, for valuable consideration, Olasov, Sebrina, and LLH executed and entered into a written "Stock Subscription Agreement" (hereinafter "Stock Subscription Agreement") and a written "Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc." (hereinafter "Shareholders Agreement"), such Agreements being treated as having been effective as of October 1, 2012. True and correct copies of the Stock Subscription Agreement and Shareholders Agreement are attached hereto and incorporated herein by reference as "Exhibit 1" and "Exhibit 2," respectively.

53. Under the terms of the Stock Subscription Agreement, Sebrina subscribed to purchase 100 shares of LLH subject to the terms and provisions of the parties' contracts. Pursuant to this contract, Sebrina agreed to accept stock in LLH in the amount of 100 shares upon her full payment of the purchase price as set forth in the Stock Subscription Agreement.

54. As a result of the transaction memorialized in the parties' contracts, Sebrina and Olasov are each certificate owners of 50% of the issued and outstanding shares of LLH subject to the terms and provisions of the parties' contracts, although Sebrina's shares are held in escrow pursuant to the provisions of S.C. CODE ANN. § 33-6-210(e). Additionally, because Sebrina has failed or refused to pay the full purchase price for her shares in LLH as required by the Stock Subscription Agreement, her shares are assessable.

55. Effective from October 1, 2012, Sebrina and Olasov have been and still are officers and employees of LLH.

56. In or about July of 2012 and prior to the consummation of the contracts above-

described, Sebrina undertook steps to become a real estate salesperson licensed by the State of South Carolina and affiliated with LLH. As a result of the foregoing, Olasov has been the broker in charge with supervisory responsibility over Sebrina since July, 2012.

57. By virtue of Sebrina's position with LLH and the parties' contracts, Olasov and LLH entrusted and gave Sebrina access to and use of LLH's valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; furniture; and other office equipment. Sebrina became personally acquainted with LLH's methods in conducting its business and with its current, former, and potential agents, employees, and clients.

58. In consideration of her acquisition of shares in LLH and her being granted access to and use of LLH's valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; furniture; and other office equipment, Sebrina agreed as part of the written Shareholders Agreement, that during her ownership of shares in LLH and for two years following termination of her ownership of shares in LLH, that, *inter alia*, she would refrain from directly or indirectly owning, investing in, managing, operating, consulting or being employed in a business substantially similar to, or competitive with, the present business of LLH or such other business activity in which LLH may substantially engage; she would keep LLH's data and information strictly confidential; and she would refrain from using LLH's data and information for her own behalf.

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59. In reliance upon and based on Sebrina's execution of the Shareholders Agreement and the assurances and covenants expressed therein, Olasov and LLH entrusted Sebrina with confidential and proprietary information, trade secrets, and trademarks and expected her cooperation, loyalty, and integrity during her relationship with LLH and after the termination of her relationship in accordance with the terms, provisions, and covenants of the Shareholders Agreement and common-law duties and obligations.

60. Sebrina was, and still is, governed by and subject to the terms, provisions, and covenants of the Shareholders Agreement.

61. While a stock subscriber, officer, and employee of LLH, Sebrina planned, organized, owned, formed, started, managed, and/or operated competing businesses or companies in Charleston, South Carolina, known as "Luxury Simplified Group" or "Luxury Simplified" (referred to herein as "LSG") and Bridge Charleston Investments, LLC (referred to herein as "BCI"), while utilizing LLH's confidential or proprietary information, trade secrets, trademarks, facilities, property, and equipment.

62. Upon information and belief, LSG and BCI are wholly owned by Sebrina and her husband (Chris). Olasov and LLH have no ownership in LSG or BCI.

63. LSG and BCI do not hold a real estate brokerage license. Sebrina herself does not have sufficient experience to qualify for a broker's license in her own name under South Carolina law.

64. After the Stock Subscription Agreement and Shareholders Agreement were executed on October 26, 2012, Olasov and LLH have since learned that during the negotiations preceding the closing of those agreements, Sebrina, Chris, and their legal counsel failed to disclose to Olasov or to

her brother (David M. Olasov), who participated in the negotiations on behalf of Olasov and LLH, among other material omissions, that: (i) it was Sebrina's and Chris's present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) Sebrina and Chris had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies (including LSG and BCI) wholly owned by them and not LLH; (iii) LLH would be falsely and unlawfully held out to the public as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; and (iv) Sebrina, Chris, and representatives acting under their sole control would develop in secret from Olasov and LLH and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves and other businesses owned and controlled by them (including LSG and BCI) to the material detriment of LLH and Olasov.

65. Since Sebrina's execution of the Shareholders Agreement, Olasov and LLH have learned that during Sebrina's relationship with LLH as a stock subscriber, officer, and employee of the company, Sebrina has breached and is continuing to breach her duties and obligations owed to Olasov and LLH under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time and energy to a competing business she owns; inducing or soliciting LLH's agents to leave LLH and to instead work for her own business; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own business; using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself; falsely

characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself, LSG, and BCI; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitors; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Sebrina is making unfair and wrongful use of business advantages acquired from and rightfully belonging to Olasov and LLH and continues to do so.

66. Sebrina was encouraged and agreed as part of her contracts with Olasov and LLH to develop either or both of two internet domains (www.luxurylandandhomesinc.com and www.llhproperties.com) owned by LLH and intended to be used as LLH corporate websites for the purpose of promoting and marketing LLH and increasing its presence in the community. However, since Sebrina's execution of the Shareholders Agreement, Olasov and LLH have learned that instead of developing LLH's websites, Sebrina and Chris immediately developed the web portal for their own separate businesses (including LSG and BCI). Sebrina and Chris held secret meetings with their own marketing and branding company in the United Kingdom to develop LSG's business and

excluded Olasov from these meetings. Unknown to Olasov at the time, before the closing for the Stock Subscription Agreement had even occurred, Sebrina and Chris already had in place a new web identity, marketing plan, and hierarchy of companies for their own businesses (including LSG and BCI), which information they withheld from Olasov. Sebrina and Chris used this hierarchy of companies to falsely represent and publicly portray LSG as being LLH's "parent company" and to falsely relegate LLH as a mere division or subsidiary of LSG. Sebrina and Chris further refused to allow LLH's website address to be promoted on LLH's marketing materials, but instead diverted LLH's website traffic to LSG's website.

67. Since Sebrina's execution of the Shareholders Agreement, Olasov and LLH have also learned that Sebrina, Chris, and others acting under their sole control secretly developed and pursued plans to wrest control of LLH from Olasov, by among other means, (i) improperly and unlawfully diverting brokerage business to other brokerage firms; (ii) advising customers, staff, and the real estate brokerage community, in words or substance, that Olasov was leaving the company; (iii) encouraging Terri Seignious, a long-standing real estate broker affiliated with LLH, to disaffiliate and to form a new real estate brokerage firm funded in whole or in material part by business and business opportunities wrongfully diverted by Sebrina, Chris, and their co-conspirators; (iv) failing and refusing to pay the subscription price required by the Subscription Agreement; (v) allocating to LLH expenses of LSG and other entities owned and controlled by Sebrina and Chris; (vi) forcing LLH to abandon a valuable office lease at 111 East Bay Street, in which LLH had invested materially in improvements thereto, and to take space in a building owned by Sebrina and Chris in which the identity of LLH would be subordinated to LSG; and (vi) incurring other expenses which had as their ultimate purpose causing LLH to be without sufficient funds to execute the business plan that

Sebrina and Olasov had negotiated.

68. Sebrina and Chris expensed or allocated to LLH substantial costs and expenses incurred for their development of the LSG website and marketing, despite promising Olasov they would do exactly the opposite. Sebrina further refused to make her required payments due under the Stock Subscription Agreement in cash to LLH's operating account, but instead made false and bogus journal entries in LLH's books attributing LSG's costs and expenses to LLH and asserting that Sebrina's and Chris's payment of these costs and expenses (which were their own responsibility) acted to reduce the amount which Sebrina owes under the Stock Subscription Agreement. Sebrina and Chris aggressively attributed and charged LSG's costs and expenses to LLH in an effort to deplete LLH's funds and render LLH financially insolvent and used same as the basis for announcing that LLH is out of money and to falsely contend that Sebrina made her payments due under the Stock Subscription Agreement. These actions financially crippled LLH and have effectively deprived Olasov of the funding needed to implement LLH's marketing goals and priorities. Sebrina and Chris have stated to a former LLH sales agent that there will come a time when LLH will require additional funding from its shareholders and if Olasov is unable to come up with her portion, then they intend to take her shares in LLH.

69. Realizing the monetary and commercial value of the LLH tradename and associated graphic logos, designs, and depictions, and realizing that a similar corporate or tradename, or the use of the principal words of LLH's corporate or tradename, would tend to confuse and deceive the public into believing that the persons or corporations using the similar name and advertising were in fact the same as, or connected with, LLH, Sebrina and Chris formed LSG and BCI and began misappropriating to them the LLH tradename and associated graphic logos, designs, and depictions,

thereby depriving Olasov and LLH of the benefit of the good will associated with the tradename, trademarks, and designs. Upon information and belief, BCI initially asserted ownership of the tradename and associated graphic logos, designs, and depictions rightfully belonging to LLH and purportedly later transferred same to LSG.

70. Notwithstanding LLH's ownership of the LLH tradename and associated graphic logos, designs, and depictions of a wrought iron gate, Sebrina and Chris created, displayed, and utilized trademarks, trade dress, and promotional materials for BCI and/or LSG that are identical to those used by LLH for many years and that are derivative of the LLH tradename and associated graphic logos, designs, and depictions. Sebrina forced LLH to use the derivative logos, designs, and depictions. As a result the derivative marks used by LLH, LSG, and BCI created confusion in the public and the realtor communities. It was Sebrina's intent and purpose to create such confusion and to blur the identity of LLH as a separate brokerage business. The tradename and design for LSG and/or BCI are so similar to LLH's tradename and design that prospective customers are likely to be confused as to ownership of the respective business. Olasov and LLH have not authorized Sebrina, Chris, LSG, or BCI to use the tradename, trademarks, and design referred to above.

71. While Sebrina was a stock subscriber, officer, and employee of LLH and/or was using LLH's offices, facilities, property, trademarks, and equipment, Sebrina and Chris created, posted, and/or maintained an internet website for LSG that advertised LSG's business operations in the Charleston, Berkeley, and Dorchester Counties of South Carolina that are identical to and which directly compete with the business of LLH. LSG's website uses trademarks and designs that are identical to those used by LLH. In communications to which LLH and Olasov were intended to be excluded, Sebrina and Chris expressed to others that their only "competition" on Google is

www.luxurylandandhomes.com itself, which is LLH's own corporate website.

72. Within a month of Sebrina's execution of the Stock Subscription Agreement, without prior consultation with or approval from Olasov, Sebrina and Chris announced to other real estate salespeople affiliated with LLH that all marketing would be done under the rubric of "Luxury Simplified" and the "Luxury Simplified Group" and that LLH would be identified as a "division" or the "brokerage arm" of LSG.

73. Upon information and belief, Sebrina was and is an owner, member, officer, employee, manager, and/or affiliate of LSG and BCI at the same time that she has been a stock subscriber, officer, and employee of LLH and she has conducted business operations on behalf of LSG and BCI in South Carolina, including the Counties of Charleston, Berkeley, and Dorchester. Several former agents or employees of LLH have been and are now agents, employees, and/or affiliates of LSG. LSG has conducted and continues to conduct business operations that are identical to the business of LLH. LSG competes with or is attempting to compete with LLH's business operations.

74. Upon information and belief, while a stock subscriber, officer, and employee of LLH and while using LLH's offices, facilities, property, trademarks, and equipment, Sebrina posted information on several internet websites, placed advertisements, created business brochures, and/or placed business signage on behalf of LSG in the Charleston, Berkeley, and Dorchester Counties of South Carolina that promoted LSG's business operations in competition with LLH.

75. LSG's website and internet postings have illegally promoted MLS listings with LSG as being the purported real estate broker and real estate agency. LSG's internet site previously falsely identified as "realtors" at least one person who is not licensed as a real estate salesperson and

cannot be registered as a realtor under South Carolina law. LSG's website also falsely listed as a "construction contractor" another individual who is likewise unlicensed. Without Olasov's approval or consent, Sebrina and Chris have falsely described LLH on LSG's website and other advertising materials as being a "division," "arm of," and "broker" of LSG. Sebrina and Chris have created LSG's website and used LLH's tradename and associated graphic logos, designs, and depictions of a wrought iron gate so as to confuse and mislead the public to conclude that LLH approves and controls the content of the LSG site, which is false.

76. Through LSG's internet website, Sebrina, Chris, and LSG are using LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate without the authorization of Olasov or LLH in a way that has caused public confusion as LLH's association with, affiliation with, or sponsorship of LSG's website and the services provided on such website.

77. Sebrina's and Chris's intentional blurring or melding of LSG's trademarks, trade dress, and promotional materials with LLH's trademarks, trade dress, and promotional materials infringes upon LLH's trademarks, improperly competes with LLH, illegally conflates and confuses LLH with LSG, and disregards South Carolina's regulatory requirements governing real estate brokers and salespersons, which require the clear identification of the real estate brokerage firm offering its services in all promotional materials, including signage at properties offered for sale or lease and in internet sites.

78. Olasov and LLH have no control over LSG's website or internet postings.

79. Further upon information and belief, while a stock subscriber, officer, and employee of LLH, Sebrina solicited LLH's existing and potential agents and customers for business on behalf of her competing business (LSG) while using LLH's confidential information, facilities, property,

trademarks, and equipment. Upon information and belief, Sebrina is using her knowledge of LLH's agents, customers, clients, trade secrets, and other proprietary and confidential information for the purpose of contacting and inducing or attempting to induce LLH's current, former, and/or potential agents or customers to work for or grant their patronage to Sebrina's own business instead of to LLH. While a stock subscriber, officer, and employee of LLH, Sebrina has been and is actively engaging in the business of residential and commercial real estate brokerage and related activities that are in direct competition with LLH. In furtherance of the foregoing, and to diminish the brokerage revenues received by LLH, Sebrina and Chris agreed to use the brokerage services of other firms to conduct business for the account of Sebrina and Chris and for customers of Sebrina and Chris, in violation of contractual undertakings to LLH and in breach of core understandings with Olasov that all such business would be directed to LLH.

80. Olasov has further discovered that Sebrina has diverted or misappropriated funds of LLH and wrongfully caused LLH to expend large sums of money to pay various expenses of LSG and BCI (which Sebrina owns or controls) and to pay other obligations owed by LSG and BCI, including payments made to create a new business name, logo, advertisements, and promotional materials for LSG; to obtain, create, and develop a new internet domain name and website used by LSG; and to hire and pay salaries of office staff and personnel who worked for LSG and BCI. The payment of these expenses and obligations do not benefit LLH, but benefit the businesses owned by Sebrina and Chris, including LSG and BCI.

81. Sebrina has further wasted and dissipated the funds, property, and assets of LLH through neglect or failure to perform her duties as an officer and employee of LLH, including her actions in causing LLH to relinquish its lease, office space, and related improvements at 111 East

Bay Street, Charleston, South Carolina; her procurement of an expensive new office location at 95 Broad Street, Charleston, South Carolina, that is unsuitable or undesirable for use as a real estate brokerage office; her purchase of new computers that are incompatible with systems used by real estate brokerages; her destruction, damage, or loss of office furniture, artwork, and other personal property belonging to LLH; and her waste of new signage that Olasov was requested to obtain for the new office location at 95 Broad Street.

82. Sebrina has misappropriated tangible personal property of LLH for the use of LSG, BCI, and other businesses owned and operated by Sebrina and her husband in Charleston and in the United Kingdom. LSG and BCI further unilaterally took over possession of various books, records, and tangible property belonging to Olasov and LLH, including trust account statements and other escrow records, and have refused to return same to Olasov and LLH despite demands for their return.

83. Olasov has called to Sebrina's attention her violations of her contractual covenants and fiduciary obligations. Additionally, Olasov has demanded that Sebrina and Chris discontinue the use of the above tradename and design owned by LLH, but they have failed or refused to do so. The existence of Sebrina's contractual commitments and fiduciary obligations has been communicated to her and demand has been made that she cease and desist in the prohibited conduct. Sebrina has failed and/or refused to comply with these demands.

84. The reputations of Olasov and LLH have been and are now greatly damaged as a result of the use by Sebrina, Chris, LSG, and BCI of the above tradename and design.

85. As a direct and proximate result of the conduct and actions of Sebrina, Chris, LSG, and BCI, Olasov and LLH have suffered and will continue to suffer in the future great and irreparable harm in the form of unfair and wrongful competition, trademark infringement,

unauthorized use and disclosure of confidential and proprietary information and trade secrets, lost customers and clientele, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. The harm to Olasov and LLH is difficult to determine precisely and thus, unless a temporary restraining order and a preliminary and permanent injunction are granted, the continued actions and conduct of Sebrina, Chris, LSG, and/or BCI in breach of the Shareholders Agreement and their common-law duties will cause irreparable harm to Olasov and LLH.

86. In the Shareholders Agreement, Sebrina expressly acknowledged that, in the event of any breach of the agreement by her, irreparable harm will occur to LLH and Olasov and they will be entitled to obtain a preliminary and permanent injunction to restrain any actual or threatened breach of the non-competition provision, without proof of actual monetary damage, and that any such violation or threatened violation of the non-competition provision will cause irreparable injury to LLH and Olasov.

87. Pursuant to S.C. R. Civ. Pro. 65, the conduct and actions of Sebrina, Chris, LSG, and BCI as summarized above entitle LLH and Olasov to a temporary restraining order and a preliminary and permanent injunction immediately restraining and enjoining Sebrina, Chris, LSG, and BCI from further breaches of their duties and obligations owed to LLH and Olasov under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law and statutory law of South Carolina.

88. Olasov and LLH have no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by Sebrina, Chris, LSG, and BCI.

**FOR A SIXTEENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Violation of South Carolina Unfair Trade Practices Act)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

89. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 88 herein-above.

90. Sebrina is a "person" as defined in S.C. CODE ANN. § 39-5-10(a).

91. The conduct and actions of Sebrina as above-described constitute "trade or commerce" within the meaning of S.C. CODE ANN. § 39-5-10 *et seq.*

92. Upon information and belief, the conduct and actions of Sebrina as above-described were committed pursuant to and as part of Sebrina normal business practices and policies. Sebrina is a licensed real estate salesperson subject to the laws and regulations of the State of South Carolina. She is regularly engaged in the business of representing buyers, sellers, and other clients in real estate transactions in the State of South Carolina, soliciting buyers and sellers of real estate, providing real estate advice to clients in this state, and advertising and marketing to the public.

93. The conduct and actions of Sebrina as above-described adversely impact upon and affect the public interest in that the potential for repetition is present when Sebrina deals with other members of the public, including existing or potential agents, customers, and clients. The practices as above-described are unfair, deceptive, and capable of recurring.

94. The conduct and actions of Sebrina as above-described constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of a trade or commerce within the meaning of S.C. CODE ANN. § 39-5-20(a). Sebrina knowingly participated in the conduct

constituting a violation of the Act.

95. The conduct and actions of Sebrina as above-described constitute willful and knowing violations of S.C. CODE ANN. § 39-5-20, in that the Plaintiff knew or should have known that her conduct violated the Act. S.C. CODE ANN. § 39-5-140(a), (d). A person of ordinary prudence engaged in trade or commerce, through the exercise of due diligence, could have and should have ascertained that the above-described conduct violates the Act.

96. The conduct and actions of Sebrina as above-described caused Olasov to suffer an ascertainable loss of money and property, along with other special, consequential, and incidental damages, and attorney's fees, costs, and expenses incurred in bringing this action. Olasov is therefore entitled to triple her actual damages, costs, reasonable attorney's fees, and such other relief as to the Court seems necessary and proper. S.C. CODE ANN. § 39-5-140(a), (d).

**FOR A SEVENTEENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Trademark Infringement)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

97. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 96 herein-above.

98. The use of the LLH tradename, trademarks, and associated graphic logos, designs, and depictions of a wrought iron gate in the conduct of LSG's and/or BCI's business and in LSG's and/or BCI's advertising or promotional materials is a direct infringement, usurpation, and misappropriation of the LLH tradename, trademarks, and associated graphic logos, designs, and depictions and constitutes, and is, unfair competition and trademark infringement under the common-law of South

Carolina.

99. As a proximate result of Sebrina's infringement of the tradename, trademarks, and design referred to above, Olasov has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olasov is entitled to compensation from Sebrina for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

**FOR AN EIGHTEENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**

(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

100. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 99 herein-above.

101. As summarized above, Sebrina, Olasov, and LLH executed and entered into a written Stock Subscription Agreement and Shareholders Agreement.

102. The contracts included an implied covenant of good faith and fair dealing requiring Sebrina to act in all respects in good faith toward LLH and Olasov, to do nothing to deprive LLH and Olasov of the benefits of the contractual relationships, and to give LLH and Olasov full cooperation in the performance of the obligations under the contracts.

103. Olasov and LLH performed their obligations in accordance with the terms of the

contracts.

104. However, Sebrina materially breached the terms of the contracts and the implied covenant of good faith and fair dealing by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time and energy to competing businesses she owns; inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses; using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself or her businesses; falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself or her businesses; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitor; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Sebrina was and is making unfair and wrongful use of business advantages acquired from and rightfully belonging to Olasov and LLH.

105. As a proximate result of Sebrina's material breaches of the contracts and the implied

covenant of good faith and fair dealing, Olasov has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olasov is entitled to compensation from Sebrina for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

**FOR A NINETEENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Breach of Fiduciary Duty/Duty of Loyalty)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

106. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 105 herein-above.

107. As summarized above, Olasov and Sebrina entered into and executed a written Stock Subscription Agreement and Shareholders Agreement. Effective from October 1, 2012, Sebrina and Olasov have been and are each certificate owners of 50% of the issued and outstanding shares of LLH subject to the terms and provisions of the parties' contracts, although Sebrina's shares are held in escrow pursuant to the provisions of S.C. CODE ANN. § 33-6-210(e). Additionally, because Sebrina has failed or refused to pay the full purchase price for her shares in LLH as required by the Stock Subscription Agreement, her shares are assessable. Effective from October 1, 2012, Sebrina and Olasov also have been and still are officers and employees of LLH.

108. At all pertinent times, LLH was and is in the business of residential and commercial

real estate brokerage and related activities.

109. By virtue of Sebrina's relationship and position with LLH and Olosov, Sebrina was entrusted with and given access to and use of Olosov's and LLH's valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; and other office equipment.

110. By the nature of the relationship between Sebrina, Olosov, and LLH, Sebrina stood in a position of trust and confidence to Olosov and LLH. Olosov and LLH reposed special trust and reliance upon Sebrina. Olosov and LLH reasonably believed that Sebrina was acting and had acted in the interests of Olosov and LLH and not on her own behalf.

111. Sebrina owed Olosov and LLH fiduciary duties and/or a duty of loyalty which required Sebrina to remain faithful to the interests of Olosov and LLH throughout the term of their relationship and not to act contrary to the interests of Olosov and LLH. The duty of loyalty prohibited Sebrina from aiding a competitor, or competing herself with Olosov and LLH while a stock subscriber, officer, and employee of LLH and required Sebrina to refrain from disloyal acts looking to competition or future competition with Olosov and LLH. In equity and good conscience, Sebrina was bound to act in good faith and with due regard to the interests of Olosov and LLH.

112. However, since becoming a stock subscriber, officer, and employee of LLH, Sebrina has taken and is taking advantage of the special or confidential relationship existing between her and Olosov and LLH to the detriment of Olosov and LLH. Since becoming a stock subscriber, officer, and employee of LLH, Sebrina breached her fiduciary duty and/or duty of loyalty owed to Olosov

and LLH by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time and energy to competing businesses she owns; inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses; using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself; falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitor; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH.

113. All of Sebrina's actions as described herein-above were clear breaches of the duties of loyalty and good faith and fair dealing that she owed and continues to owe to Olasov and LLH. Sebrina, all while a stock subscriber, officer, and employee of LLH, in preferring her own personal interests to that of Olasov and LLH, has breached and continues to breach her fiduciary duties to Olasov and LLH.

114. Olasov and LLH have lost revenues and profits on account of Sebrina's actions.

115. As a proximate result of Sebrina's breaches of her fiduciary duties and/or duty of loyalty owed to Olasov and LLH, Olasov has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olasov is entitled to compensation from Sebrina for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

116. Olasov is further entitled to an order requiring Sebrina to forfeit, return, and/or turn over to Olasov any and all compensation, profits, revenue, or earnings received by Sebrina as a result of or by virtue of her breaches of their fiduciary duties and/or duty of loyalty owed to Olasov and LLH.

117. In doing the acts alleged above, Sebrina acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Olasov and LLH. As a result, Olasov is entitled to an award of punitive damages in an amount to be determined by the trier of fact.

**FOR A TWENTIETH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**

(Fraud in Inducement)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

118. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 117 herein-above.

119. During the negotiations preceding the closing of the Subscription Agreement and the Shareholders Agreement on October 26, 2012, Sebrina and Chris withheld and/or failed to disclose to Olasov or to her brother (David M. Olasov), who participated in the negotiations on behalf of Olasov and LLH, among other material omissions, that: (i) it was Sebrina's and Chris's present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) Sebrina and Chris had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies wholly owned by them (including LSG and BCI) and not LLH; (iii) Sebrina and Chris planned to falsely and unlawfully hold out LLH to the public as a mere "division" or "arm" of LSG; (iv) Sebrina, Chris, and representatives acting under their sole control planned to develop in secret from Olasov and LLH and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves; and (v) Sebrina and Chris had a present intention to wrest control of LLH from Olasov.

120. At the time of the above-referenced representations, omissions, or failures to disclose, Sebrina and Chris had knowledge of their falsity or recklessly disregarded their truth or falsity.

121. Sebrina and Chris fraudulently concealed and/or misrepresented to Olasov and LLH the truth regarding their present intentions and plans with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their plan to hold out LLH as a mere "division" or "arm" of LSG and thereby mislead the public and realtor communities to believe that LSG owns LLH; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their present intention to wrest control of LLH from Olasov.

122. Olov and LLH relied on the truth of and was induced by the misrepresentations, omissions, or failures to disclose in entering into the contracts with Sebrina.

123. At the time that Sebrina and Chris made the representations and Olov and LLH entered into the contracts with Sebrina, Olov and LLH did not know, and had no reason to believe, that the representations of Sebrina and Chris were false or that they failed to disclose material facts.

124. Olov and LLH had a right to rely on the truth of the representations and Sebrina and Chris, knowing that the representations were false and that Olov and LLH were ignorant of their falsity, had a duty to disclose to Olov and LLH the truth and not to misrepresent their plans and intentions with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their intention to hold out LLH as a mere "division" or "arm" of LSG; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their intention to take control of LLH from Olov. Had Olov and LLH known the truth about Sebrina's and Chris's present intentions and plans, Olov and LLH would not have entered into the contracts with the Sebrina.

125. As a direct and proximate result of Sebrina's and Chris's misrepresentations, concealment, and/or failure to disclose as set forth herein, Olov and LLH have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olov is entitled to compensation from Sebrina, Chris, LSG, and BCI for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

126. In doing the acts alleged above, Sebrina, Chris, LSG, and BCI acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Olosov and LLH. As a result, Olosov is entitled to an award of punitive damages in an amount to be determined by the trier of fact.

**FOR A TWENTY-FIRST DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Negligent Misrepresentation)

As defenses and/or a counterclaim against Sebrina, Olosov alleges and states as follows:

127. Olosov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 126 herein-above.

128. Sebrina and Chris falsely represented, concealed, and/or failed to disclose to the Olosov and LLH the truth regarding their present intentions and plans with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their plan to hold out LLH as a mere "division" or "arm" of LSG; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their present intention to wrest control of LLH from Olosov. Among other material omissions, Sebrina and Chris withheld and/or failed to disclose to Olosov or to her brother (David M. Olosov), who participated in the negotiations on behalf of Olosov and LLH, that: (i) it was Sebrina's and Chris's present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) Sebrina and Chris had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies wholly owned by them (including LSG and BCI) and not LLH; (iii) Sebrina and Chris planned to falsely and unlawfully

hold out LLH to the public as a mere “division” or “arm” of LSG and thereby mislead the public and realtor communities to believe that LSG owns LLH; (iv) Sebrina, Chris, and representatives acting under their sole control planned to develop in secret from Olasov and LLH and execute over Olasov’s continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves; and (v) Sebrina and Chris had a present intention to wrest control of LLH from Olasov.

129. Sebrina and Chris made these omissions or misrepresentations in order to secure the financially lucrative contracts with Olasov and LLH. At the time of their representations and omissions, Sebrina and Chris knew that they intended to create derivative trademarks to the trademarks owned by LLH to be known as “the Luxury Simplified Group” and “Luxury Simplified,” that they intended such derivative trademarks to be wholly owned and controlled by limited liability companies wholly owned by them (including LSG and BCI) and not LLH, that they intended to falsely and unlawfully hold out LLH to the public as a mere “division” or “arm” of LSG to mislead the public and realtor communities to believe that LSG owns LLH, that they intended to develop in secret from Olasov and LLH and execute over Olasov’s continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves, and that they intended to wrest control of LLH from Olasov.

130. Sebrina and Chris had a pecuniary interest in making the above-referenced misrepresentations and in concealing and/or failing to disclose the true facts regarding their present intentions. Induced by the misrepresentations, concealment, and/or failure to disclose of Sebrina and Chris, Olasov and LLH entered into the Stock Subscription Agreement and Shareholders Agreement with Sebrina, which generated substantial benefit to Sebrina and Chris.

131. Sebrina and Chris owed a duty of care to see that they communicated truthful information to Olov and LLH.

132. Sebrina and Chris breached their duty of care to Olov and LLH by failing to exercise due care and by negligently making the above-referenced false representations to Olov and LLH.

133. At the time that Sebrina and Chris made the above-referenced false representations or omissions to Olov and LLH and when Sebrina entered into the contracts with Olov and LLH, Olov and LLH did not know, and had no reason to believe, that Sebrina and Chris had misrepresented, concealed, and/or failed to disclose material facts regarding their present intentions and plans as described above.

134. Olov and LLH relied upon Sebrina and Chris to disclose all material facts known to them concerning their present intentions and plans with respect to LLH as described above. Olov and LLH relied upon Sebrina's and Chris's misrepresentations, concealment, and/or failure to disclose the true facts in deciding to enter into the contracts with Sebrina. Had Sebrina and Chris disclosed the truth regarding their present intentions and plans with respect to LLH as described above, Olov and LLH would not have entered into the contracts with Sebrina.

135. Olov's and LLH's reliance upon the misrepresentations, concealment, and/or failure to disclose by Sebrina and Chris, who possessed superior knowledge than Olov and LLH regarding their present intentions and plans with respect to LLH, was justified and reasonable.

136. As a direct and proximate result of Olov's and LLH's reliance on Sebrina's and Chris's misrepresentations, concealment, and/or failure to disclose as set forth herein, Olov and LLH have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business

and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olasov is entitled to compensation from Sebrina, Chris, LSG, and BCI for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

137. In doing the acts alleged above, Sebrina, Chris, LSG, and BCI acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Olasov and LLH. As a result, Olasov is entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A TWENTY-SECOND DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF
(Breach of Contract Accompanied by Fraudulent Act)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

138. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 137 herein-above.

139. As summarized above, Olasov, LLH, and Sebrina entered into contractual relationships as described herein-above.

140. Notwithstanding the contracts between Olasov, LLH, and Sebrina, and the full and complete performance on the part of Olasov and LLH as to all that was required of them under said contracts, Sebrina breached the contracts in the manner summarized above and, as a result thereof, Olasov and LLH suffered damages.

141. Accompanying the breaches of the aforesaid contracts between Olasov, LLH, and

Sebrina, Sebrina committed fraudulent acts constituting dishonesty in fact, unfair dealing, and/or the unlawful appropriation of Olasov's and LLH's property by design. Sebrina procured the misappropriation of LLH's trademarks; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's and Chris's own business; recruited, hired, and/or solicited for hire LLH's agents, employees, and office personnel to work for Sebrina's and Chris's own business; procured the misappropriation and diversion of LLH's agents and customers; usurped and misappropriated LLH's assets, property, and business opportunities for herself; misused LLH's customer and client lists, trade secrets, trademarks, and other proprietary and confidential information to harm Olasov and LLH and benefit Sebrina's and Chris's own business; converted and misappropriated LLH's profits, income, revenue, and business opportunities; withheld and concealed information from Olasov and LLH involving Sebrina's disloyalty and business operations and other conduct in competition with LLH; used staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for Sebrina's and Chris's own business; falsely characterized expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charged and billed to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself; knowingly withheld and concealed from Olasov material information concerning the operations and assets of LLH; and caused the Stock Subscription Agreement and Shareholders Agreement to be breached and violated.

142. Sebrina committed the above-referenced acts with a fraudulent intent and for the purpose of breaching her contracts with Olasov and LLH. The acts committed by Sebrina were done fraudulently, intentionally, and willfully for the purpose of damaging Olasov and LLH. Sebrina's dishonesty and unfair dealing accompanied the breaches of the contracts.

143. As a direct and proximate result of the fraudulent acts accompanying Sebrina's breaches of the contracts as aforesaid, Olov has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olov is entitled to compensation from Sebrina for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

144. In doing the acts alleged above, Sebrina acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Olov and LLH. As a result, Olov is entitled to an award of punitive damages in an amount to be determined by the trier of fact.

**FOR A TWENTY-THIRD DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Conversion)

As defenses and/or a counterclaim against Sebrina, Olov alleges and states as follows:

145. Olov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 144 herein-above.

146. As described herein-above, after October 26, 2012, Sebrina, Chris, LSG, and BCI have taken unauthorized possession of, exercised dominion and control over, and converted to their own use the benefit of Olov's and LLH's confidential or proprietary information, customer lists, other client information (including 9 years of client transactions, names, and history), trade secrets, trademarks, equipment, assets, funds, property, business opportunities, and the goodwill and

knowledge that Olasov and LLH entrusted to Sebrina.

147. Additionally, Sebrina, Chris, LSG, and BCI took unauthorized possession of, exercised dominion and control over, and converted to their own personal use various office furniture, artwork, books, records, trust account statements and other escrow records, and other tangible property belonging to Olasov and LLH.

148. Sebrina's dominion and control over said confidential or proprietary information, customer lists, client information, trade secrets, trademarks, assets, funds, equipment, furniture, artwork, books, records, trust account statements and other escrow records, tangible property, business opportunities, goodwill, and/or knowledge has been to the exclusion of, and in defiance of, the rights of Olasov; has interfered with the rights of Olasov in and to such property; and was without Olasov's permission. Despite due demand for return of her property and/or for Sebrina's conduct to cease and desist, Sebrina has wrongfully failed to return the property to Olasov and/or failed to cease her actions.

149. As a proximate result of Sebrina's actions as described above, Olasov has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of value, loss of use, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olasov is entitled to compensation from Sebrina for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

150. In doing the acts alleged above, Sebrina acted willfully, maliciously, recklessly,

and/or wantonly for the purpose of causing injury to Olasov. As a result, Olasov is entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A TWENTY-FOURTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF
(Unjust Enrichment/Restitution)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

151. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 150 herein-above.

152. Olasov provided training to Sebrina and provided her access to Olasov's and LLH's confidential or proprietary information, customer lists, trade secrets, trademarks, computers, assets, funds, property, business opportunities, and their goodwill and knowledge. As described herein-above, Sebrina has misappropriated for her own use the benefit of Olasov's and LLH's trademarks, confidential or proprietary information, customer lists, trade secrets, computers, assets, funds, property, business opportunities, and the goodwill and knowledge that they entrusted to her.

153. By virtue of the above, a valuable benefit has been conferred upon Sebrina, she has realized that benefit in full, and retention by her of the benefit without paying its value to Olasov would be inequitable and unjust under the circumstances.

154. There is now justly due and owing to Olasov from Sebrina the reasonable value of the confidential or proprietary information, customer lists, trade secrets, trademarks, computers, assets, funds, property, business opportunities, goodwill, and knowledge so misappropriated by Sebrina in an amount to be determined by the trier of fact.

FOR A TWENTY-FIFTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF
(Constructive Trust/Accounting)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

155. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 154 herein-above.

156. As described herein-above, Sebrina acquired possession and/or ownership of profits, funds, assets, property, and/or business opportunities belonging to Olasov and LLH through the misappropriation of their trademarks, confidential or proprietary information, customer lists, trade secrets, computers, property, goodwill, and knowledge; breach of fiduciary duties and/or duty of loyalty; and other misconduct. The profits, funds, assets, property, and/or business opportunities of Olasov and LLH thus acquired by Sebrina are in equity and good conscience impressed with a trust in favor of Olasov and LLH.

157. Since such unlawful misappropriation, Sebrina continue to hold such profits, funds, assets, property, and/or business opportunities; have received the income, profits, and/or interest derived therefrom; and/or have received the profits or reasonable value from their subsequent disposal of the funds, assets, property, and/or business opportunities, none of which the Plaintiff has the lawful right or claim to.

158. Olasov is not presently aware of all of the profits, funds, assets, property, and/or business opportunities belonging to Olasov and LLH that Sebrina has misappropriated to herself and/or her business and is not aware of all of the specific purposes for which Sebrina has used said profits, funds, assets, property, and/or business opportunities. Upon information and belief, Sebrina

used said profits, funds, assets, property, and/or business opportunities to benefit herself personally and/or her business.

159. Sebrina has failed or refused to render a proper accounting as to the profits, funds, assets, property, and/or business opportunities of Olasov and LLH that have been misappropriated. Accordingly, the Court should enter an order declaring that Sebrina holds the profits, funds, assets, property, and/or business opportunities in trust for the benefit of Olasov and LLH; requiring Sebrina to account for all profits, funds, assets, property, and/or business opportunities of Olasov and LLH which she received by virtue of the above-referenced conduct; requiring Sebrina to account for any income, profits, interest, or other financial benefit derived from such funds, assets, property, and/or business opportunities; and requiring Sebrina to account for the reasonable value of the funds, assets, property, and/or business opportunities previously disposed of by Sebrina or her business.

160. Olasov has no adequate remedy at law.

**FOR A TWENTY-SIXTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Civil Conspiracy)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

161. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 160 herein-above.

162. Sebrina, Sebrina's businesses (LSG and BCI), and Sebrina's husband (Chris) combined and conspired together with each other and with others, with the purpose and intent of injuring Olasov and LLH, and intentionally, willfully, wrongfully, and maliciously procured the misappropriation of LLH's trademarks; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's

and Chris's own businesses; recruited, hired, and/or solicited for hire LLH's agents, employees, and office personnel to work for Sebrina's and Chris's own businesses; procured the misappropriation and diversion of LLH's agents and customers; usurped and misappropriated LLH's assets, property, and business opportunities; misused LLH's customer and client lists, trade secrets, trademarks, and other proprietary and confidential information to harm Olasov and LLH and benefit Sebrina's and Chris's own businesses; converted and misappropriated LLH's profits, income, revenue, and business opportunities; withheld and concealed information from Olasov and LLH involving Sebrina's disloyalty and business operations and other conduct in competition with LLH; used staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for Sebrina's and Chris's own businesses; falsely characterized expenses incurred in the pursuit of Sebrina's and Chris's personal business interests as being LLH's debts or obligations; charged and billed to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for Sebrina and Chris; and caused the Stock Subscription Agreement and Shareholders Agreement to be breached and violated.

163. Sebrina, Chris, LSG, and BCI conspired together and in furtherance of the conspiracy planned, organized, owned, formed, started, managed, and/or operated competing businesses or companies; misappropriated LLH's trademarks; utilized Olasov's and LLH's customer and client lists, trade secrets, and other proprietary and confidential information obtained during Sebrina's relationship with Olasov and LLH; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's and Chris's own businesses; solicited and/or accepted LLH's customers and/or potential customers for business on behalf of Sebrina's and Chris's competing businesses; and contacted LLH's agents, customers, or potential agents or customers and induced or attempted to

induce them to work for or grant their patronage to Sebrina's and Chris's own businesses (LSG and BCI) instead of to Olosov and LLH.

164. The conduct of Sebrina, Chris, LSG, and BCI was malicious, unjustified, and/or otherwise improper and was directed at causing injury and damage to Olosov and LLH.

165. Sebrina, Chris, LSG, and BCI benefited and profited from said conspiracy at the expense of Olosov and LLH and to their detriment and injury.

166. As a direct and proximate result of the afore-mentioned conspiracy, Olosov and LLH have suffered, and will continue to suffer, special damages in an amount to be determined by the trier of fact, along with actual, consequential, and incidental damages. Also as a proximate result of the afore-mentioned conspiracy, Olosov and LLH have and will continue to suffer loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Therefore, Olosov is entitled to compensation from Sebrina for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), and punitive damages in an amount to be determined by the trier of fact, together with the costs and expenses incurred in the prosecution of this action.

**FOR A TWENTY-SEVENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**

(Breach of Stock Subscription Agreement)

As defenses and/or a counterclaim against Sebrina, Olosov alleges and states as follows:

167. Olosov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 166 herein-above.

168. As discussed above, on or about October 26, 2012, for valuable consideration, Olasov, Sebrina, and LLH executed and entered into a written "Stock Subscription Agreement," a true and correct copy of which is attached hereto as "Exhibit 1," which was treated as having been effective as of October 1, 2012. LLH was and is a validly incorporated and existing company. The execution of the Stock Subscription Agreement was duly authorized and approved by LLH and involves validly authorized shares of the company.

169. Paragraph 3 of the Stock Subscription Agreement provides as follows:

Payment of Purchase Price. The Subscriber [Sebrina] shall pay the Purchase Price [\$220,000.00] in one or more installments, with an initial installment of \$50,000, and such additional installments, payment dates and amounts as the Company [LLH] and Subscriber may mutually agree or, failing agreement, in additional monthly installments of \$20,000 per month commencing on November 1, 2012 and continuing monthly until payment in full. Upon the payment of the Purchase Price in full, the Shares will be fully paid and non-assessible.

170. Although Sebrina paid a portion of the purchase price, she has failed and/or refused to pay the remaining balance of the purchase price. She made only a single monthly installment of \$20,000 and improperly claimed as credits amounts that she, LSG, and BCI have expended for their sole benefit, including, without limitation, amounts that Sebrina and Chris repeatedly promised Olasov and LLH orally and in writing would be absorbed by Sebrina and amounts for which Sebrina wrongfully reimbursed herself for personal expenditures after she had disclosed to Olasov and LLH an intention to separate from the company. There is now due, owing, and payable from Sebrina to Olasov and LLH at least the sum of \$92,981.58.

171. A call or demand was made upon Sebrina and notice given to immediately pay the amounts due under the Stock Subscription Agreement.

172. Sebrina materially breached the terms and provisions of the Stock Subscription

Agreement by failing and/or refusing to pay the purchase price due under the contract.

173. As a direct and proximate result of Sebrina's breach of the Stock Subscription Agreement, Olov and LLH have been damaged by the nonpayment of the purchase price.

174. Olov and LLH are entitled to compensation from Sebrina for their actual, compensatory, consequential, special, and incidental damages, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), and costs and expenses incurred in bringing this action, all in an amount to be determined by the trier of fact.

175. Paragraph 4 of the Stock Subscription Agreement further entitles Olov and LLH to recover from Sebrina all litigation costs, including attorney's fees, incurred because of Sebrina's breach of the contract. Olov and LLH have been required to employ attorneys to prosecute this action; therefore, they are entitled to recover their attorney's fees and litigation costs from Sebrina.

**FOR A TWENTY-EIGHTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Specific Performance)

As defenses and/or a counterclaim against Sebrina, Olov alleges and states as follows:

176. Olov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 175 herein-above.

177. Olov and LLH have duly performed all of their obligations under the terms of the Stock Subscription Agreement above-referenced.

178. In breach of the terms of the Stock Subscription Agreement, Sebrina has failed and/or refused to pay the purchase price due under the contract as above-referenced.

179. Although Olov and LLH have made demand on Sebrina for payment, she has

refused and failed, and continues to refuse and fail, to pay the sums that are now due under the terms of the Stock Subscription Agreement.

180. Olasov and LLH have no complete and adequate remedy at law that would be as efficient to attain the ends of justice and its prompt administration as would a decree of specific performance.

181. Paragraph 4 of the Stock Subscription Agreement further entitles Olasov and LLH to recover from Sebrina all litigation costs, including attorney's fees, incurred because of Sebrina's breach of the contract. Olasov and LLH have been required to employ attorneys to prosecute this action; therefore, they are entitled to recover their attorney's fees and litigation costs from Sebrina.

**FOR A TWENTY-NINTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Declaratory Judgment as to Restrictive Covenants)

As defenses and/or a counterclaim against Sebrina, Olasov alleges and states as follows:

182. Olasov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 181 herein-above.

183. Olasov brings this action pursuant to S.C. CODE ANN. § 15-53-30.

184. Section 11.2.1 of the Shareholders Agreement contains restrictive covenants and other requirements applicable to Sebrina that, *inter alia*, prevent her from directly or indirectly competing with the business of LLH; from owning, investing in, managing, operating, consulting or be employed in a business substantially similar to, or competitive with, the present business of LLH or such other business activity in which LLH may substantially engage; and from disclosing certain confidential information of LLH for a certain time period and within certain locations as

specified in the Shareholders Agreement.

185. Due to the facts, conditions, and circumstances as set forth herein-above, an actual and justiciable controversy has arisen and now exists between Olov and Sebrina regarding the validity and enforceability of the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement. Declaratory relief is necessary to adjudicate the rights of the parties.

186. Olov is entitled to a declaratory judgment declaring the rights of the parties and, more specifically, declaring that the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement are reasonable, valid, legal, and enforceable under South Carolina law and that Sebrina is bound by, subject to, and not released from those obligations and requirements. Further, Olov is entitled to a declaratory judgment declaring that Sebrina's conduct and actions as above-described constitute a material breach or violation of the restrictive covenants.

187. Olov has no adequate remedy at law.

**FOR A THIRTIETH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**
(Intentional Interference with Contract)

As defenses and/or a counterclaim against Sebrina, Olov alleges and states as follows:

188. Olov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 187 herein-above.

189. As part of their business operations, Olov and LLH recruited, hired, and entered into contracts with several experienced and qualified real estate agents to generate more sales and earn more commissions for Olov and LLH. Olov and LLH expended considerable resources to recruit, procure, and hire the real estate agents.

190. Sebrina was aware of and knew about the contracts between Olosov and/or LLH and the real estate agents.

191. Sebrina, in the absence of justification, has intentionally interfered with and intentionally procured the breach of the above-referenced contracts by recruiting, soliciting, and inducing Olosov's and LLH's agents to leave Olosov and LLH, which illegally and wrongfully competes with Olosov and LLH. Sebrina has also caused other real estate agents to terminate their contracts and cease working with Olosov and LLH and to go work for other brokers.

192. Sebrina induced the real estate agents to terminate their contracts with Olosov and LLH. Sebrina's actions have prevented Olosov and LLH from receiving the benefits under their contracts with the real estate agents. The loss of the real estate agents seriously impairs Olosov's and LLH's abilities to generate sales and earn commissions.

193. Sebrina intentionally committed the foregoing acts despite her knowledge of the existing contractual relationships between Olosov and LLH with the real estate agents.

194. Sebrina intentionally interfered with Olosov's and LLH's existing contractual relations without justification, for an improper purpose, and by improper methods. In particular, Sebrina's actions and conduct constitute violations of her fiduciary duties and duty of loyalty, violate her contractual obligations owed to Olosov and LLH (including the restrictive covenants in the Shareholders Agreement), involve a civil conspiracy to cause harm to Olosov and LLH, and constitute unfair competition and deceptive trade practices.

195. As a proximate result of Sebrina's intentional interference with Olosov's contracts with the real estate agents, Olosov has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of

revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olov is entitled to compensation from Sebrina for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

196. In doing the acts alleged above, Sebrina acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Olov. As a result, Olov is entitled to an award of punitive damages in an amount to be determined by the trier of fact.

**FOR A THIRTY-FIRST DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST THE PLAINTIFF**

(Intentional Interference with Prospective Economic Advantage)

As defenses and/or a counterclaim against Sebrina, Olov alleges and states as follows:

197. Olov repeats, alleges, and incorporates by reference as if fully set forth herein her answers to the allegations contained in the Complaint and her allegations in paragraphs 1 through 196 herein-above.

198. Sebrina was aware that Olov and LLH were in the process of recruiting and attempting to hire and enter into contracts with additional real estate agents to generate more sales and earn more commissions for Olov and LLH.

199. Olov and LLH had a reasonable business expectation of hiring and entering into contracts with additional real estate agents. Sebrina was aware of this reasonable expectation. Sebrina was aware that Olov and LLH were seeking additional real estate agents to generate more sales and commissions.

200. Sebrina, in the absence of justification, has intentionally interfered with Olov's and

LLH's prospective contractual relations by recruiting and soliciting the real estate agents and inducing them not to work for Olov and LLH, which illegally and wrongfully competes with Olov and LLH.

201. Sebrina intentionally interfered with Olov's and LLH's prospective contractual relations without justification, for an improper purpose, and by improper methods. In particular, Sebrina's actions and conduct constitute violations of her fiduciary duties and duty of loyalty, violate her contractual obligations owed to Olov and LLH (including the restrictive covenants in the Shareholders Agreement), involve a civil conspiracy to cause harm to Olov and LLH, and constitute unfair competition and deceptive trade practices.

202. As a proximate result of Sebrina's intentional interference with Olov's prospective contractual relations with the real estate agents, Olov has suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Olov is entitled to compensation from Sebrina for her actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

203. In doing the acts alleged above, Sebrina acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Olov. As a result, Olov is entitled to an award of punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, Defendant prays that this Honorable Court grant its judgment against Plaintiff and in favor of the Defendant as follows:

- (a) dismissing the Plaintiff's Complaint with prejudice;
- (b) awarding judgment against the Plaintiff and in favor of the Defendant under her Counterclaims for actual, compensatory, consequential, special, and incidental damages as shown by the evidence;
- (c) granting an injunction forever restraining and enjoining Plaintiff and her agents, employees, or instrumentalities (including LSG) from using or causing to be used in any business of hers in South Carolina the tradenames of "Luxury Land and Homes, Inc.," "LLH," or "LLH Properties," and associated trademarks, graphic logos, designs, and depictions of a wrought iron gate, including the derivative trademarks, graphic logos, designs, and depictions used by Luxury Simplified, LLC, and an injunction forever restraining and enjoining Plaintiff and her agents, employees, or instrumentalities (including LSG) from using the Internet Data Exchange to populate MLS listings on any LSG website;
- (d) granting an injunction forever restraining and enjoining Plaintiff and her agents or employees from breaching their contractual or fiduciary duties and obligations under the Stock Subscription Agreement and Shareholders Agreement, the restrictive covenants contained therein, and the common-law;
- (e) for an order declaring that the Plaintiff holds the profits, funds, assets, and/or property misappropriated from the Defendant in trust for the Defendant's benefit;
- (f) for an order declaring that the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement are reasonable, valid, legal, and enforceable under South Carolina law, that Plaintiff is bound by, subject to, and not released from those obligations and requirements, and that Plaintiff's conduct and actions as above-described constitute a material breach

or violation of the restrictive covenants;

(g) for an order compelling the Plaintiff to account for all profits, funds, assets, and/or property of the Defendant which she received by virtue of the above-referenced misappropriations; any income, profits, interest, or other financial benefit derived from such profits, funds, assets, and/or property; and/or the reasonable value of the profits, funds, assets, and/or property previously disposed of by the Plaintiff;

(h) for an order requiring the Plaintiff to forfeit, return, and/or turn over to the Defendant any and all compensation, profits, revenue, or earnings received by the Plaintiff as a result of or by virtue of the breaches of fiduciary duties and/or duty of loyalty owed to the Defendant;

(i) for an order requiring the Plaintiff to return and turn over to the Defendant any and all confidential or proprietary information, records, data, files, software, hardware, materials, furniture, computers, and property belonging to the Defendant;

(j) requiring the Plaintiff to specifically perform her obligations under the Stock Subscription Agreement;

(k) awarding the Defendant punitive, exemplary, statutory, and/or treble damages as permitted by law;

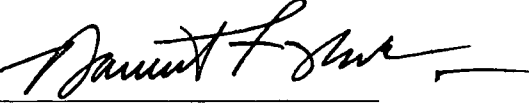
(l) awarding the Defendant pre-judgment and post-judgment interest as allowed by law;

(m) awarding the Defendant reasonable attorneys' fees;

(n) awarding costs and disbursements of this action to the Defendant; and

(o) granting to the Defendant such other legal and equitable relief as this Court shall deem just and proper.

ROSEN, ROSEN & HAGOOD, LLC

By: 

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Charleston, South Carolina
October 21, 2013.

ATTORNEYS FOR DEFENDANT

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the South Carolina Rules of Civil Procedure, Defendant hereby demands a trial by jury in this action for all issues so triable.

EXHIBIT 1

STOCK SUBSCRIPTION AGREEMENT

SEBRINA LEIGH-JONES ("Subscriber"), a resident of Johns Island, South Carolina, hereby agrees to subscribe for one hundred shares of Common Stock (the "Shares") of LUXURY LAND & HOMES, INC. (the "Company"), a South Carolina statutory close corporation, at a price of \$2,200 per Share, for an aggregate purchase price of \$220,000 (the "Purchase Price").

By execution of this Subscription Agreement, Subscriber hereby acknowledges that she understands that the Company is relying upon the accuracy and completeness hereof in complying with its obligations under applicable federal and state securities laws. The undersigned further acknowledges and certifies that she has received unrestricted access to the financial statements and federal and state income tax filings and to the Company's independent outside accountants and its principal officer and sole prior shareholder, Eve F. Olasov ("Shareholder"), and has received and is expressly relying upon the fact of the matters represented and warranted by Company and Shareholder in this Subscription Agreement.

The Subscriber, the Company and the Shareholder agree as follows:

1. Representations, Warranties and Agreements of Subscriber.

Subscriber hereby represents and warrants to, and agrees with, the Company and the Shareholder, as follows:

(a) The Subscriber is aware of the following:

(1) The Shares are speculative investments which involve a substantial degree of risk of loss of the Subscriber's entire investment in the Company and that the Subscriber understands and takes full cognizance of the risk factors related to the purchase of the Shares;

(2) There are significant restrictions on the transferability of the Shares; the Shares will not be, and the investors will have no rights to require that the Shares be registered under the Securities Act of 1933 (the "Act") or any state securities laws; there is no public market for the Shares and none is expected to develop; and, accordingly, it may not be possible for the Subscriber to liquidate her investment in the Company;

(3) No federal or state agency has made any findings as to the fairness of the terms of the offering; and

(4) Any projections or predictions that may have been made available to Subscriber or have been prepared by Subscriber and reviewed by the Company and the Shareholder are based on estimates, assumptions and

forecasts which may prove to be incorrect; and no assurance is given that actual results will correspond with the results contemplated by the various projections;

(b) At no time has it been explicitly or implicitly represented, guaranteed or warranted to the Subscriber by the Company, the agents and employees of the Company, or any other person: (1) that the Subscriber will or will not have to remain as owner of the Shares an exact or approximate length of time; (2) that a percentage of profit and/or amount or type of consideration will be realized as a result of this investment; (3) that any cash dividends from Company operations or otherwise will be made to shareholders by any specific date or will be made at all; or (4) that any specific tax benefits will accrue as a result of an investment in the Company;

(c) The Subscriber is financially responsible and able to meet all obligations hereunder, and acknowledges that this investment will be long-term and is by nature speculative;

(d) The Subscriber has received and carefully read and is familiar with the financial statements and income tax filings and other documents in connection therewith, and the Subscriber confirms that all documents, records and books pertaining to the investment in the Company have been made available to the Subscriber and/or to the Subscriber's personal investment, tax and legal advisers, if such advisers were utilized by the Subscriber;

(e) The Subscriber is capable of bearing the high degree of economic risks and burdens of this venture including, but not limited to, the possibility of complete loss of investment and the lack of a public market which may make it impossible to readily liquidate the investment whenever desired;

(f) The Subscriber is an "accredited investor" as that term is defined in Regulation D under the Act or is otherwise a sophisticated, knowledgeable investor (either alone or with the aid of a purchaser representative) with adequate net worth and income for this investment;

(g) The Subscriber has knowledge and experience in financial and business matters (either alone or with the aid of a purchaser representative), is capable of evaluating the merits and risks of an investment in the Company and its proposed activities and has carefully considered the suitability of an investment in the Company for the Subscriber's particular financial situation, and has determined that the Shares are a suitable investment;

(h) The offer to sell Shares was communicated to the Subscriber by the Company in such a manner that the Subscriber was able to ask questions of and receive answers from the Company and the Shareholder concerning the terms and conditions of this transaction;

(i) The Shares for which the Subscriber hereby subscribes are being acquired solely for the Subscriber's own account, for investment, and are not being purchased with a view to or for the resale, distribution, subdivision or fractionalization thereof; and the Subscriber agrees that such Shares will not be sold without registration under the Act or an exemption therefrom. In furtherance thereof, the Subscriber will not sell, pledge, hypothecate or otherwise transfer the Subscriber's Shares unless the Shares are registered under the Act and qualified under applicable state securities laws or unless, in the opinion of the Company, an exemption from the registration requirements of the Act and such laws is available;

(j) The Subscriber has had prior personal and business relationships with the Company and the Shareholder and the Subscriber has the capacity to protect the Subscriber's own interest in connection with this transaction;

(k) The Subscriber has been advised to consult with the Subscriber's own attorney regarding legal matters concerning an investment in the Company and has done so to the extent the Subscriber considers necessary;

(l) The Subscriber certifies, under penalty of perjury, (i) that the social security or Tax Identification Number set forth herein is true, correct and complete, and (ii) the Subscriber is not subject to backup withholding either because the Subscriber has not been notified that the Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified the Subscriber that the Subscriber is no longer subject to backup withholding.

2. Representations, Warranties and Agreements of the Company and the Shareholder.

The Company and Shareholder jointly and severally represent and warrant to the Subscriber that

(a) The Company is a statutory close corporation duly organized, validly existing, and in good standing under the laws of the State of South Carolina, and is duly qualified to do business and in good standing as a foreign corporation in any other jurisdictions in which it is required to be qualified.

(b) The Company has the corporate power and authority to carry on the Business as now being conducted. The Shareholder holds a broker's

license from the State of South Carolina, by virtue of which the Company may conduct real estate brokerage activities within the State.

(c) The execution and delivery of this Agreement by the Company and the consummation of the transactions contemplated hereby have been duly authorized. All actions or approvals on the part of the Shareholder required to consummate the transactions contemplated hereby have been obtained. This Agreement, upon its execution and delivery, will represent the valid and binding obligations of the Company and Shareholder enforceable in accordance with its terms. No other action on the part of the Company or the Shareholder is required in connection with its or her execution, delivery and performance of this Agreement. Upon the issues of the Shares to Subscriber, Subscriber will hold 50% of the issued and outstanding Shares of the Company. Neither the Company nor the Shareholder are parties to any agreement or understanding pursuant to which any person other than Subscriber has any right or option to purchase Shares.

(d) Neither the execution and delivery of this Agreement by the Company nor the consummation by Company of the transactions contemplated hereby will violate any provision of the Articles of Incorporation or the By-laws of the Company, or be in conflict with, or constitute a default (or an event which, with or without notice, lapse of time or both, would constitute a default) under, or result in the termination or invalidity of, or accelerate the performance required by, or cause the acceleration of the maturity of any of the obligations of the Company, or result in the creation or imposition of any security interest, lien or other encumbrance upon any of the Company's assets.

(e) The Company has regularly kept and maintained its books and records relating to the business in reasonable detail and has not destroyed or expunged any of such books and records except in the ordinary course of business.

(f) Except as disclosed in the financial statements of the Company and in the payment schedule attached hereto as Exhibit A, the Company does not have any material liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) relating to the business, and has not incurred any material liabilities or obligations of any nature (absolute, accrued, contingent or otherwise) relating to the business except in the ordinary course of business and consistent with past practices.

(g) Except for various web sites personally owned by the Shareholder, all of the Company's assets used in its business are owned by the

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Company free and clear of all title defects or objections, liens, claims, charges, rights of others, security interests or other encumbrances of any nature whatsoever.

(h) The Company uses the trademarks "Luxury Land and Homes, Inc." and "LLH Properties" and associated graphic logos and depictions of a wrought iron gate, but has not registered any trademarks or service marks in connection with its business. A copy of such marks is attached as Exhibit B.

(i) The Company has duly and timely filed all tax reports and returns (including information returns) required to be filed by it and each of such reports and returns were true, correct and complete. The Company has duly paid all taxes and other charges due or claimed to be due or shown on any tax return or declaration to be due from it to any federal, state, local or foreign taxing authority (including, without limitation, those due in respect of properties, income, franchises, licenses, sales and payrolls); and there are no tax liens upon any of the assets of the business of the Company except liens for current taxes not yet due. The Company is not presently on extension with respect to any tax returns and/or reports on any level.

(j) Except with respect to the real estate lease for its office space, the Company is not a party to or bound by any written or binding oral agreements, contracts or commitments, which are material to its business.

(k) No purchase contract, contract for the performance of services or other written or oral binding bid or commitment of the Company (i) continues for a period of more than three (3) months from the date hereof and is not terminable by the Company according to its terms without liability on not more than 30 days' notice; or (ii) is in excess of the ordinary requirements of the business.

(l) Neither the Company nor the Shareholder is a party to or otherwise bound by any written or binding oral (i) employment agreements, (ii) non-competition agreements or (iii) any other agreements, practices or understandings that contain or will impose on the Company any severance or termination liabilities or obligations.

(m) Except for payments due for rent under its office lease, as disclosed by the Company, the Company is not in default, nor is there any basis for any valid claim of default against the Company, and no other party is in default, under any contract, agreement, commitment or restriction to which the Company is a party or by which the Company is

bound, and no event of default has occurred which (whether with or without the giving of notice, lapse of time, or both, or the happening or occurrence of any other event) would constitute a default thereunder.

(n) The Company is not a party to or bound by any consulting agreement. The real estate sales persons operating under the Company's real estate brokerage license are independent contractors.

(o) The Company has no debt obligation for borrowed money and no outstanding loans owed to any person or entity.

(p) The Company is not a party to any employment agreement. The Company has paid in full all amounts owed to all real estate salespersons acting as independent contractors for all services performed by them to the date hereof. The Company has complied in all respects and is in compliance with all laws and regulations respecting employment and employment practices and has paid all social security and similar taxes.

(q) The Company is not a party to any pension plan or profit sharing plan or other employee benefit plan of any nature.

(r) There is no action, suit or proceeding or any claim or investigation of any nature whatsoever (including, but not limited to, employment or business practices), at law or in equity or both, by or before any domestic or foreign court or government or other regulatory or administrative agency, arbitration tribunal, board, bureau, authority or commission pending or threatened (i) in which the Company is a party or target or for which the Company may have liability, or (ii) which questions or challenges the validity of this Agreement or any action taken or to be taken by the Company pursuant to this Agreement or in connection with the transactions contemplated hereby; and there is no basis for any such action, suit, inquiry proceeding or investigation.

(s) No broker or finder is entitled to any brokerage fees, commissions or finders fees in connection with the transactions contemplated by this Agreement.

(t) The Company has, in all material respects, duly complied and is presently in all material respects duly complying with all applicable laws, rules, regulations, orders, building and other codes, zoning and other ordinances, permits, licenses, authorization, judgments and decrees of all federal, state, local or foreign governmental authorities.

(u) The financial statements of the Company provided to Subscriber are accurate and complete in all material respects, and have been compiled by the Company in accordance with the accounting procedures and practices normally employed by the Company in preparing its regular internal financial reports and fairly presents the assets, liabilities and financial condition of the Company, as at the date thereof, and fairly present the results of operations of the Company, for the periods referred to therein.

(v) All of the business conducted, directly or indirectly, by the Company is conducted through the Company; and the Shareholder conducts no brokerage business, directly or indirectly, whether as consultant, referral source, employee or otherwise, other than through the Company. No family member of the Shareholder has any interest in the Company.

(w) No representation or warranty of the Company or the Shareholder contained herein, or information with respect to the Company contained herein or in any statement, certificate, exhibit, agreement or other document furnished to Subscriber contains or will contain any untrue statement of fact or omits or will omit to state any material fact necessary to make the statements herein or therein not false or misleading.

3. Payment of Purchase Price. The Subscriber shall pay the Purchase Price in one or more installments, with an initial installment of \$50,000, and such additional installments, payment dates and amounts as the Company and Subscriber may mutually agree or, failing agreement, in additional monthly installments of \$20,000 per month commencing November 1, 2012 and continuing monthly until payment in full. Upon the payment of the Purchase Price in full, the Shares will be fully paid and non-assessable.

4. Indemnification. Each of the Subscriber, on the one hand, and the Company and the Shareholder, on the other, shall indemnify, defend and hold harmless the other party or parties who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, liabilities and expenses of each indemnified party (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such person or entity in connection with such action, suit or proceeding, by reason of or arising from any breach of the representations and warranties made by the Subscriber or by the Company and the Shareholder, as the case may be, in this Subscription Agreement.

5. Certain Securities Law Matters.

(a) The Shares shall not be sold, assigned, transferred or pledged except upon satisfaction of the conditions specified in this Section 5, which conditions are intended to ensure compliance with the provisions of the Act. The Subscriber will cause any proposed purchaser, assignee, transferee or pledgee of the Shares held by the Subscriber to agree to take and hold such securities subject to the provisions and conditions of this Section 5.

(b) Each certificate representing (i) the Shares and (ii) any other securities issued in respect of the Shares upon any stock split, stock dividend, recapitalization, merger, consolidation or similar event, shall (unless otherwise permitted by the provisions of Section 5(c) below) be stamped or otherwise imprinted with a legend substantially in the following form (in addition to any legend required under applicable state securities laws):

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL OR OTHER EVIDENCE REASONABLY ACCEPTABLE TO IT STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT. COPIES OF THE AGREEMENT COVERING THE PURCHASE OF THESE SHARES AND RESTRICTING THEIR TRANSFER MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF THE CORPORATION AT THE PRINCIPAL EXECUTIVE OFFICES OF THE CORPORATION. THE SHARES ARE SUBJECT TO A SHAREHOLDERS' MANAGEMENT AGREEMENT, AND ARE SUBJECT TO THE RESTRICTIONS ON SALE OR TRANSFER SET FORTH IN SUCH AGREEMENT.

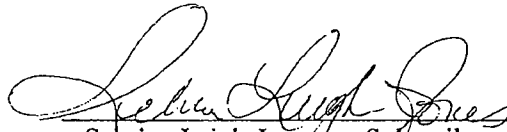
The Subscriber consents to the Company making a notation on its records and giving instructions to any transfer agent of the Shares in order to implement the restrictions on transfer established in this Section 5.

(c) The Subscriber agrees to comply in all respects with the provisions of this Section 5. Prior to any proposed sale, assignment, transfer or pledge of any Shares, unless there is in effect a registration statement

under the Act covering the proposed transfer, the Subscriber thereof shall give written notice to the Company of the Subscriber's intention to effect such transfer, sale, assignment or pledge. Each such notice shall describe the manner and circumstances of the proposed transfer, sale, assignment or pledge in sufficient detail, and shall be accompanied, at the Subscriber's expense evidence satisfactory to the Company the effect that the proposed ighior applicable state securities law.

THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED UNLESS THE SECURITIES ARE REGISTERED UNDER THE ACT OR AN EXEMPTION THEREFROM IS AVAILABLE.

IN WITNESS WHEREOF the Subscriber, the Company and the Shareholder have duly executed this Agreement as of October 1, 2012.


Sebrina Leigh-Jones, as Subscriber

LUXURY LAND & HOMES, INC.

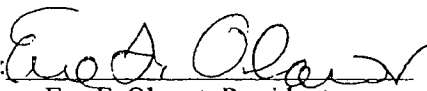
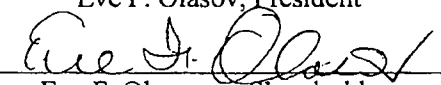
By: 
Eve F. Olosov, President

Eve F. Olosov, as Shareholder

EXHIBIT A
to
Stock Subscription Agreement

Payment Allocations of
Initial Subscription Payment
of \$50,000

1. \$32,771.49 to 3 Broad, Inc. c/o Southern Real Estate Management for office lease payments through September 30, 2012
2. \$3,646.86 to Capital Management for settlement of Chase Visa account ending in 5109 (confirmation # 100512349E)
3. \$2,897.42 to Capital One for settlement of Visa account settlement ending in 8691
4. \$410.00 to Deltacom (confirmation # 12156477)
5. Estimated \$400.00 to ATT for settlement on early contract termination in connection with transfer of mobile telephone account to Comcast digital.

Total Payments: \$40,125.77

Balance of Funds to LLH operating account

EXHIBIT B
to
Stock Subscription Agreement

UNREGISITERED COMPANY TRADEMARK
LOGOS AND DESIGNS



111 EAST BAY STREET
CHARLESTON . SC 29401



EXHIBIT 2

**AMENDED AND RESTATED SHAREHOLDERS AGREEMENT
FOR LUXURY LAND & HOMES, INC.**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION.

This Agreement is made as of October 1, 2012 between Eve F. Olasov, residing at 749 Lake Frances Drive, Charleston, South Carolina 29412 ("Eve"), Sebrina Leigh-Jones ("Sebrina"), residing at 2635 Burden Creek Road, Johns Island, South Carolina 29455, and Luxury Land & Homes, Inc., a statutory close corporation organized under South Carolina law, with a registered office at 749 Lake Frances Drive, Charleston, South Carolina 29412 (the "Company")

WHEREAS:

A. The Company is a statutory close corporation organized on March 31, 2004 under South Carolina law and carrying on the business of residential and commercial real estate brokerage and related activities;

B. Eve is the founding owner and has been the sole shareholder of the Company, holding 100 shares of the 1000 authorized shares of common stock of the Company ("Shares"), constituting 100% of the issued and outstanding Shares, which are fully paid and non-assessible. The Company and Eve were the sole signatories to the Shareholders Agreement made March 31, 2004;

C. Pursuant to that certain Stock Subscription Agreement of even date herewith, Sebrina has subscribed to purchase 100 Shares, in consequence of which Eve and Sebrina shall each hold 50% of the issued and outstanding Shares of the Company;

D. The Shareholders of the Company desire to enter into an Agreement governing, among other matters, the Company's governance, ownership and control of websites and restrictions on the transfer of the Company's Shares and the granting of options between the Shareholders, to ensure that such Shares shall be transferable only in accordance with the terms of this Agreement;

E. The Company has heretofore elected, in accordance with South Carolina law applicable to statutory close corporations, to authorize its Shareholders to manage the business and affairs of the Company without a Board of Directors. Eve and Sebrina have chosen to continue such election, but wish to provide for the participation and guidance of Eve's brother David M. Olasov ("David") and Sebrina's husband Chris Leigh-Jones ("Chris"), provided that each is willing and able to do so;

F. The Company has heretofore elected, in accordance with applicable federal and South Carolina law, to treat the Company for purposes of income taxation as an S corporation; and

G. In view of the foregoing, the Company, Eve and Sebrina have considered it appropriate to amend and restate the Shareholders Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements, the parties agree as follows:

1. DEFINITIONS

1.1 "Company" means Luxury Land & Homes, Inc.

1.2 "Shares" has the meaning set forth in Recitals B and C.

1.3 "Shareholder" means any one of Eve and Sebrina.

1.4 "Shareholders" means Eve, Sebrina and any other persons who may hereafter become holders of Shares and signatories to this Agreement.

1.5 "Advisory Board" shall mean each of Eve and Sebrina and two persons appointed one each by Eve and Sebrina, which shall initially be David and Chris. The Advisory Board shall meet periodically with such frequency as Eve and Sebrina shall agree, and shall have advisory and consultative functions, with no legal decision-making authority.

1.6 "Act" means Chapter 18, Title 33 of the 1976 South Carolina Code, as amended from time to time.

1.7 "Articles" means the articles of incorporation of the Company filed with the Secretary of State of the State of South Carolina, as the same may be amended from time to time.

2. GOVERNANCE

2.1 The Company will be governed by its Shareholders, as set forth in the Articles and defined in this Agreement.

2.2 [Reserved].

2.3 The Shareholders shall jointly appoint officers of the Company. Unless the Shareholders otherwise agree, Eve shall act as president and broker in charge of the Company, and shall, in addition to the duties set forth in the By-Laws of the Company, have responsibility for hiring and supervising real estate sales persons operating under the Company's brokerage license and for the management of all of the Company's websites currently on-line. Sebrina shall act as vice president and treasurer of the Company, and, in addition to the duties set forth in the By-Laws of the Company, shall participate in the recruitment of additional listing real estate salespersons for the Company.

2.4 Subject to Eve's consent, not to be unreasonably withheld, delayed or conditioned, Sebrina shall appoint the public accountants for the Company.

2.5 Eve and Sebrina shall jointly engage legal counsel for the Company.

2.6 The Advisory Board

2.6.1 Regular quarterly meetings of the Advisory Board will be scheduled. Either Shareholder may call a meeting of the Advisory Board with at least ten business days' prior notice to be given to the other directors of the Company unless the giving of such notice is waived by each member of the Advisory Board director before, during or after the meeting. Attendance at the meeting by a member shall be deemed to be a waiver of the giving of such notice. The notice of meeting shall set out in reasonable detail the matters to be considered at such meeting.

2.6.2 Meetings of the Advisory Board may be held by telephone conference, electronic communication or other communication facility so long as all members participating in the meeting may simultaneously hear and communicate with all other participating members.

2.7 Management, Control and Ownership of Websites

2.7.1 Eve will manage and maintain all websites currently on-line identified as "LLH Websites" for her own use as agent, and shall have discretion as broker in charge as to whether and how customers or potential customers identified through LLH websites may be shared with other real estate sales personnel affiliated with the Company. For these purposes "LLH Websites" shall include all websites currently on-line having the words "luxurylandandhomes" or "LLH" in the domain name, other than LuxuryLandandHomesInc.com and LLHproperties.com (the "Development Websites").

2.7.2 The LLH Websites and the Development Websites are agreed to be owned by the Company. Sebrina shall have the right independently to develop, manage and maintain the Development Websites to promote future listings, buyers, renters and commercial sales for the Company.

2.7.3 Each of Eve and Sebrina shall have the right to create, develop, manage and maintain websites other than the LLH Websites and the Development Websites, provided that such websites do not include the words "luxurylandandhomes" or "LLH" in their domain names and provided, further, that all such websites shall be licensed to the Company and may be used for the benefit of the Company and its agents. It is agreed that such websites are the personal property of Eve or Sebrina, as creator and developer, and not the property of the Company. Unless otherwise mutually agreed by Eve and Sebrina, the use license for such new websites shall lapse and no title to the new websites conveyed to the Company in the event of its dissolution, the sale of the Company as a going concern or the transfer of the Shares held by such website's developer either to the other Shareholder or to another shareholder.

2.7.4 **Resolution of Deadlock Issues.** The Shareholders agree to use their best good faith efforts to resolve any management issues between themselves. If they are unable to do so, the Shareholders shall convene a meeting of the Advisory Board for the purpose of seeking guidance for the resolution of any such issues. If the Shareholders are unable or unwilling to accept the guidance, if any, provided by the Advisory Board, then Sebrina shall have the preemptive right, but not the obligation, to resolve any matter concerning in whole or in part the expenditure of funds or commitment of financial resources during the first twelve months of the term of this Agreement. If Sebrina is unwilling to exercise any preemptive right to resolve any management issue, the Shareholders may agree to submit the matter to binding resolution by any mutually designated expert person or body, including the South Carolina Association of Realtors, ready, willing and able to accept jurisdiction of such matter. Failing such resolution, unresolved management issues, including issues relating to purely business judgments, may be submitted by any Shareholder to binding arbitration in accordance with the provisions of Article 12 of this Agreement.

3. S CORPORATION PROVISIONS AND RESTRICTIONS

3.1 **Tax Distributions.** Subject to any limitations imposed on distributions by statute, the Company

and the Shareholders agree that the Company will distribute to the Shareholders annually in a timely manner (as may be required to meet quarterly estimated tax payments) an amount not less than that approximately sufficient to pay annual Federal and South Carolina income taxes that shall be due by each Shareholder with respect to the undistributed profits of the Company.

3.1.1 Amount of Distributions. The required distributions under § 3.1, above, shall be made pro-rata to the Shareholders based on ownership of shares, such amount to be determined based on an assumption that all shareholders will be taxed at the maximum federal rate and the maximum rate for the State of South Carolina, subject to the tax due to the State being taken as a deduction against each Shareholder's federal income, provided that such payment by the Company will only be made if the Company, in the sole and absolute discretion of its Officers, has sufficient and available cash to make such payments to the Shareholders; provided, however, that no provision of this Article shall cause the total dividend paid with respect to any outstanding Share to differ from the amounts paid with respect to any other outstanding share.

3.1.2 Timing of Distributions. The Company shall make the distributions determined in this Article 3 in a timely manner to allow the tax (including, without limitation, estimated tax payments) attributable to the income passed through the Company to any Shareholder to be paid when due.

3.2 Book Closings. If a Shareholder transfers by sale all of her Shares in accordance with the terms and provisions of this Agreement resulting in the complete termination of such Shareholder's interest in the Company, and if the effective date of such transfer occurs during the Company's taxable year, and if either the Selling Shareholder requests, or the Purchasing Shareholder or Shareholders request, then all of the Shareholders of the Company, who were Shareholders of the Company at any time during the taxable year in which such transfer occurs, hereby agree to take such action as may be necessary or appropriate to make an election under Section 1377(a)(2) of the Code (as amended) to close the Company's books on the effective date of such transfer.

3.3 Waiver of the Termination of S Status. If the Company's status as an S corporation is terminated inadvertently and the Company wishes to obtain a ruling under §1362(f) of the Code, each Shareholder agrees to make any adjustments required pursuant to §1362(f)(4) of the Code. A Shareholder's obligation to make such adjustments shall continue after the shareholder has ceased to own stock in the Company and after this Agreement has terminated.

3.4 General Transfer Prohibitions. Notwithstanding any other provision of this Agreement to the contrary, no Shareholder shall, without the prior written consent of all Shareholders, transfer all or any portion of her Shares to any person or entity if such transfer will or may reasonably be expected to result in a termination of the Company's S election.

4. RESTRICTIONS ON SHARES

4.1 Permitted Transfers. A "Permitted Transfer" is any transfer which is expressly permitted under this Agreement and a "Permitted Transferee" is any Person to whom a Permitted Transfer may be made under this Agreement. Except as otherwise permitted by this Agreement, no Shareholder shall sell, pledge, encumber, give, bequeath, or otherwise transfer or dispose of or permit to be sold, encumbered, attached, or otherwise disposed of or transferred in any manner, whether voluntarily, involuntarily, by Order of Court, or by operation of law (collectively, a "Transfer"), all or any portion of

such Shareholder's Shares, whether now owned or hereafter acquired. No attempted transfer of any Shares not in accordance with the terms of this Agreement shall be reflected on the Company's books. Any person becoming a Shareholder of the Company in accordance with the terms of this Agreement shall, at the time of the transfer of stock of the Company to such person, sign an Agreement consenting and agreeing to be bound by all of the terms and provisions of this Agreement.

4.2 Restriction and Indemnity. Each Shareholder hereby acknowledges the reasonableness of the restrictions on transfer imposed by this Agreement in view of the Company's purposes and the relationship of the Shareholders. Accordingly, the restrictions on transfer contained herein shall be specifically enforceable. Each Shareholder hereby further agrees to hold the Company and each Shareholder (and each Shareholder's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, liabilities for income taxes and costs of enforcing this indemnity) incurred by any of the Company or such indemnified Persons as a result of a transfer or an attempted transfer in violation of this Agreement.

4.3 Conditions to Transfers. Shares may be transferred only if they are Permitted Transfers and only upon satisfaction of the conditions set forth below:

4.3.1 Execution of Agreements. The transferee becomes a party to this Agreement as a Shareholder and executes such documents and instruments as the Company may reasonably request as may be necessary or appropriate to confirm such transferee as a Shareholder in the Company and such transferee's agreement to be bound by the terms and conditions hereof;

4.3.2 Payments of Costs. The transferor pays or reimburses the Company all reasonable legal, filing, and publication costs that the Company incurs in connection with the transfer of the Shares and the admission of the transferee as a Shareholder with respect to the transferred Shares; and

4.3.3 Authority. If the transferee is not an individual of legal majority, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of the transferee to become a Shareholder and to be bound by the terms and conditions of this Agreement.

5. BONA FIDE OFFERS FROM THIRD PARTIES

5.1 Bona Fide Offers from Third Parties. If a Shareholder shall receive a bona-fide offer from a third party to purchase all or any part of the Shares then owned by such Shareholder (an "Offer") that such Shareholder desires to accept, such Shareholder (the "Selling Shareholder") shall, in writing, offer the Shares to the Company upon the same terms and conditions as the Offer received. Should the Company elect not to purchase any portion or all of the offered Shares within 30 days of receipt of the offer, the Selling Shareholder shall offer in writing, all such Shares as the Corporation has elected not to purchase to the other Shareholders, Pro-Rata, upon the same terms and conditions as the Offer received. The other Shareholders shall then have 30 days from receipt of the offer of such shares to them to accept such offer.

5.2 First Refusal Waived. In the event neither the Company nor any of the other Shareholders elect to purchase all of the offered Shares within 30 days of having been notified of the Offer, the Selling Shareholders shall be free to sell the shares to the third party who has made the bona fide offer, but

only upon the exact terms and conditions specified in the Offer, and only if such sale is consummated within sixty (60) days of the close to such thirty (30) day period and only if the Company shall have obtained from the offeror his written Agreement to be bound by all of the terms and provisions of this Agreement, including, without limitation, the provisions hereof pertaining to the transfer of shares in the Company. In the event the Selling Shareholder fails to consummate such sale upon the conditions specified above, then the Selling Shareholder shall retain the shares and the provisions of this paragraph shall continue to apply to such Selling Shareholder and the Shares.

6. INVOLUNTARY TRANSFERS

6.1 Involuntary Transfers. In the event all or any of a Shareholder's Shares are to be involuntarily transferred or are transferred involuntarily to anyone other than to a Permitted Transferee, whether by court order, by operation of law or by reason of the foreclosure of any judicial or other lien (an "Involuntary Transfer") the Company shall be notified, in writing, of such Involuntary Transfer and shall have the right to purchase such Shares. Should the Company not elect to purchase such Shares within 30 days of the notice of such involuntary Transfer, the other Shareholders, pro rata, shall have the right and option to purchase such Shares for 30 days from the earlier of (i) the date of the expiration of the Company's 30 day option period or (ii) the date on which the Company notifies the other Shareholders, in writing, that it will not exercise its option to purchase the Shares. The purchaser shall deliver to such Shareholder or to the Involuntary Transferee, as the case may be, not less than twenty percent (20%) of the Fair Market Value of the Shares in cash, together with a note of the purchaser (the Company or the other Shareholders, as the case may be) for the balance of the purchase price, if any, which note shall be dated the date of the closing and which shall be payable in not more than eight (8), successive annual installments, as nearly equal as is practicable, with interest, from and after its date, at a rate equal to the then Applicable Federal Rate (compounded annually), as determined under Section 1274(d) of the Internal Revenue Code.

6.2 First Refusal Waived. In the event that neither the Company nor any of the other Shareholders exercises the right and option to purchase the Shares from the Involuntary Transferee, then the Involuntary Transferee and the Transferred Shares shall automatically be bound by and shall be subject to all of the terms and conditions of this Agreement, including, without limitation, the provisions hereof pertaining to the transfer of Shares.

6.3 Deemed Transfer. In the event that the Transferring Shareholder or the Involuntary Transferee should refuse to deliver the Shares and complete the closing, the purchasing parties (the Company or other Shareholders, as the case may be) shall deliver the required portion of the consideration for the purchase (and, if applicable, the promissory note to the Transferring Shareholder or the Involuntary Transferee, duly executed) to the Company's attorney to be held for and paid over to the Transferring Shareholder or the Involuntary Transferee, as the case may be, and, upon the Company's notification that the such consideration has been properly deposited, the Company shall deem the Shares which were subject to the Involuntary Transfer to be cancelled and shall issue new certificates to the purchaser(s), who shall thenceforth become the owners of record of the Shares with all of the rights and privileges which flow from such ownership.

7. TRANSFERS AT DEATH

7.1 Transfer at Death. Upon the death of any Shareholder, the Company shall be notified, in writing, of such Involuntary Transfer and shall have the right to purchase such Shares. Should the

Company not elect to purchase such Shares within 90 days of the notice of such notification pursuant to IRC §305 or otherwise, the other Shareholders, pro rata, shall have the option to purchase such Shares for 90 days from the earlier of (i) the date of the expiration of the Company's 90 day option period or (ii) the date the Company notifies the other Shareholders, in writing, that it will not exercise its option to purchase the Shares.

7.2 Purchase Price of Deceased Shareholder's Interest. Should either the Company or the surviving Shareholders elect to exercise their option pursuant to Article §9.1, the Personal Representative of the deceased Shareholder shall be required to sell all of such deceased Shareholder's Shares pursuant to Article §9.1 for a purchase price equal to the most recently agreed upon Value of the shares of the Corporation as determined annually or from time to time, by the Shareholders (as specified in Article 9, Section 9.1 of this Agreement), multiplied by the number of shares held by the deceased Shareholder; provided, however, that if the Shareholders have not agreed upon a value for the shares of the Company within the two (2) year period immediately prior to the Shareholder's death, the purchase price shall be the Fair Market Value of the Interest as determined pursuant to §9.2 of Article 9, below. The Purchase Price shall be paid with no less than twenty percent (20%) in cash together with a note of each purchasing Shareholder for the balance of the Purchase Price due by such purchasing Shareholder, if any, which note shall, be dated the date of the closing and which shall be payable in not more than live (5), successive, annual installments, as nearly equal as is practicable, with interest, from and after its date, at a rate equal to 2% in excess of the London Interbank Offering Rate ("LIBOR"), changing as and when such interest rate index changes.

7.3 Deemed Transfers. The Company and the Shareholders recognize that the administration of a deceased Shareholder's estate may not, without the provisions of this subsection, otherwise permit the immediate Transfer of the deceased Shareholder's Shares. Within a reasonable time after the death of the deceased Shareholder, the purchasing Shareholders shall deliver the required portion of the consideration for the purchase (and, if applicable, the promissory note to the deceased Shareholder's estate, which note shall be assignable to the estate's beneficiaries, duly executed) to the Company's or surviving Shareholders' attorney, as the case may be, to be held for and paid over to the estate or the estate's beneficiaries, as the case may be, and, upon the notification that such consideration has been properly deposited, the Company shall deem the interest transferred to the purchaser(s), who shall thenceforth become the owners of record of the Shares with all of the rights and privileges which flow from such ownership.

8. ENCUMBRANCES ON COMPANY SHARES

No Shareholder shall grant a security interest in, pledge or otherwise encumber all or any of her Shares, except as permitted by the written consent of all Shareholders, which consent such Shareholders may withhold or condition in their sole discretion and for their sole benefit.

9. PURCHASE PRICE AND PAYMENT TERMS AND CONDITIONS

9.1 Agreed Valuations. For purposes of purchases under Article 7 (relating to transfers at death), the value of each Share of stock of the Company may be determined annually, or from time to time, by agreement of the Shareholders (the "Agreed Upon Value"). Such agreed upon value may be evidenced at such time or times of agreement on Exhibit "A", attached hereto, or in such other manner as the Shareholders may designate.

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9.2 Fair Market Value. For purposes of purchases under this Agreement which are to be made at "Fair Market Value", such value shall be that value determined by agreement between the parties, or, if they are unable to agree, by the average of three independent appraisers, one chosen by each of the parties with a third being chosen by the first two appraisers. Should any party not choose an appraiser within 15 days after having been so requested in writing by the other party, the Company's accountants and attorneys shall collectively choose one. If the accountants and attorneys have a conflict of interest or are otherwise unable or unwilling to make the designation of an independent appraiser, then the Company or any Shareholder may commence a proceeding in court for the judicial appointment of an independent appraiser and any such judicial appointment shall bind the Company and all Shareholders.

9.3 Pro Rata. When used in this Agreement with respect to an obligation to purchase or sell Shares of the Company, the term "Pro Rata" shall mean that each Shareholder of the group of Shareholders to whom the term is applied shall have the right or obligation, as the case may be, to purchase that fraction of the offered Shares which is equal to the fraction determined by dividing the number of shares of the Company held by each such Shareholder by the total number of shares of the Company held by all of the Shareholders in the group to whom the term is applied. Any Shares subject to a Pro Rata offer to any Shareholder who elects not to accept such offer shall thereupon be offered Pro Rata, to the Shareholders who desire to purchase such Shares.

9.4 Indemnifications. As part of the purchase price hereunder for the purchase of Shares made pursuant to Article 7 of this Agreement (relating to transfers at death), the Purchaser shall execute an indemnity agreement indemnifying the selling Shareholder from any and all liabilities whether fixed or contingent existing as of the date of the transfer of the shares.

9.5 Closing Date. The closing of any purchase of shares of stock in the Corporation pursuant to this Agreement shall occur on such date as shall be mutually agreed upon by the transferor thereof and the purchaser, but if the transferor and purchaser cannot otherwise agree, not more than three (3) months following the expiration of any option period in favor of the purchaser.

9.6 Pledges of Shares. Any promissory note given by a purchaser for the purchase of Shares from a deceased Shareholder's estate, or from the Personal Representative of her estate, for the unpaid balance of the purchase price shall be secured by a pledge of the Shares so purchased. A pledge hereunder shall be perfected by delivery of certificates to the transferor of such shares (or an accompanying stock power) duly endorsed in blank and containing appropriate notation of pledge. While such Shares are held as collateral, and so long as the purchaser is not in default under the terms of the promissory note, the purchaser shall be considered the owner of the Shares for all purposes, including the voting of such Shares. A pledge of stock may be waived by a transferor.

9.7 Survival of Pledges. Notwithstanding anything herein to the contrary, in the event that Shares are pledged pursuant to this Article, the provisions of the pledge shall survive the transfer of stock and/or the termination of this Agreement.

9.8 Straight Debt. The Shareholders agree that any promissory note given by a purchaser shall be "Straight Debt" as defined in §1 361(c)(5)(B) of the Internal Revenue Code.

99 Covenants of the Company. For any purchases made by the Company under this Agreement, the Company covenants that it will use sound financial management techniques to ensure its financial health and continuing ability to honor any promissory notes due to any Selling Shareholders. The Company further covenants that it will not pay dividends except as required to cover Shareholders' tax obligations or make distributions or pay any compensation in excess of industry norms, make capital expenditures or acquisitions without the consent of all Selling Shareholders or incur indebtedness other than ordinary trade payables and working capital obligations in the ordinary course of business, until the satisfaction of any obligations due to a Selling Shareholder by the Company on any promissory notes due.

9.10 Personal Guarantees. Any promissory obligations issued by the Company for the purchase of Shares from a deceased Shareholder's estate, or from the Personal Representative of her estate, must be personally guaranteed by the remaining Shareholders. The guarantee of each remaining Shareholder shall be for an amount which bears the same proportion to the entire amount of such obligation as the number of that Shareholder's Shares bears to the total outstanding number of Shares of the Corporation (excluding the Shares which are being purchased).

10. REMEDY

Shares subject to this Agreement are not readily marketable, and it is impossible to measure in money the damages that will accrue to a person having rights under this Agreement by reason of a failure of another to perform any obligation under this Agreement. For those and other reasons, the parties will be irreparably damaged if this Agreement is not specifically enforced. Therefore, this Agreement shall be enforceable by specific performance or other equitable remedies cumulative with and not exclusive of any other remedy. If any person shall institute any proceeding to enforce the provisions of this Agreement, any person subject to this Agreement against whom such proceeding is brought hereby waives the claim or defense that the person instituting the proceeding has an adequate remedy at law, and no person shall in any such proceeding put forward the claim or defense that an adequate remedy at law exists. Should any dispute concerning the transfer of Shares arise under this Agreement, an injunction may be issued restraining the transfer of Shares pending the determination of such dispute.

11. COMPENSATION OF SHAREHOLDERS AND NON-COMPETITION COVENANT

11.1 Compensation. Unless otherwise mutually agreed, each of the Shareholders shall receive as employment compensation 90% of each person's own real estate production from any income generated by such person, including commission income, referral fees and consulting fees, with 10% to be retained by the Company. Such compensation to the Shareholders shall be subject to all applicable withholding required by federal or South Carolina law.

11.2 Non-Competition.

11.2.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Shareholder hereby agrees not to directly or indirectly compete with the business of the Company, its successors and assigns during the period of such Shareholders' ownership of Shares and for a period of two years following termination of the ownership of such Shares, notwithstanding the cause or reason for such termination, absent prior written consent of the Company and its other Shareholders to the contrary, such consent to

be granted, withheld or conditioned in the sole discretion of the Company and its Shareholders acting in their sole discretion and for their sole benefit. No Shareholder shall own, invest in, manage, operate, consult or be employed in a business substantially similar to, or competitive with, the present business of Company or such other business activity in which Company may substantially engage. Each Shareholder agrees that the Company and the other Shareholder(s) are relying upon this restrictive covenant in entering into this Agreement. Each Shareholder acknowledges that the Company, in reliance on this restrictive covenant, has provided and will continue to provide each such Shareholder access to trade secrets, customers and other confidential data and good will. Each Shareholder agrees to retain said information as confidential and not to use said information on his or her own behalf or disclose same to any third party. This restrictive covenant shall extend to activities conducted within or having an impact upon business or business opportunities of the Company within the South Carolina Counties of Charleston, Dorchester and Berkeley.

11.2.2. Any provision of this restrictive covenant that is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this section, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction. If the covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable.

11.2.3 The Company shall have the right to seek specific performance of this restrictive covenant and preliminary and permanent injunctive relief to restrain any actual or threatened breach of this restrictive covenant, without proof of actual monetary damage. The Shareholders mutually acknowledge and agree that any such violation or threatened violation of this restrictive covenant will cause irreparable injury to the Company and that monetary damages will not provide an adequate remedy to the Company.

12. ALTERNATE DISPUTE RESOLUTION MANDATED

12.1 Arbitration. In the event that the parties to this Agreement are unable to reach a mutually agreed upon resolution to any disputed issues, they expressly agree to arbitrate all claims, disputes, or other matters in question which may arise between them before an arbitral tribunal of the American Arbitration Association composed of a single arbitrator. The arbitration process may be initiated by either party at any time that a mutually agreed upon resolution to a problem has not been reached. The parties expressly agree to participate in arbitration proceedings and to be bound by the decision of the arbitrator. The arbitrator shall be selected in accordance with the then applicable rules of the American Arbitration Association. The arbitrator shall have the authority to order interim or preliminary relief, and shall render a reasoned award. The award shall be final and may be entered as a judgment and enforced in any court of law having subject matter jurisdiction and personal jurisdiction of the judgment debtor(s).

12.2 Expenses. All expenses incurred in the arbitration proceedings shall be paid by the party or parties, determined on a claim by claim basis, in the award of the arbitrator.

13. MISCELLANEOUS PROVISIONS

13.1 Covenants. The Company covenants that it will not issue or sell any of its unissued or treasury shares of stock to any person, firm, association or corporation without the consent of the Shareholders, and unless and until such person, firm, association or corporation shall have executed this Agreement or a counterpart hereof as a Shareholder.

13.2 Time. Time is of the essence with respect to this Agreement.

13.3 Notice. Any notice provided for hereunder shall be in writing and shall be considered to have been duly given or served if personally delivered, or shall be considered to have been duly given as of the 3rd business day after having been sent by first class mail, certified or registered, return receipt requested, postage prepaid, to its then principal place of business, if to the Company, or to the address last shown on the books and records of the Company, if to a Shareholder. If such notice relates to a proposed transfer of shares, the notice shall set forth the name and address of the proposed transferee, the consideration for such proposed transfer, and proposed terms and conditions with respect thereto.

13.4 Termination. This Agreement shall terminate on the occurrence of any of the following events:

- (a) The adjudication of the Company as bankrupt or the appointment or designation of a trustee, receiver, or assignee for the Company in an insolvency proceeding;
- (b) The adoption or carrying out by the Company of a plan of liquidation or the commencement by it of proceedings for dissolution;
- (c) The sale or transfer of all or substantially all of the assets of the Company other than such a transfer to another corporation in exchange in whole or in part for its stock;
- (d) By mutual consent of the Company and of all of the Shareholders of the Company.

13.5 Amendment. This Agreement may be modified or amended only by a written amendment signed by the Company, acting through one or more officers duly authorized to act on behalf of the Company, and by all the Shareholders.

13.6 Governing Law; Jurisdiction. This Agreement shall be subject to and governed by the laws of the State of South Carolina. The parties agree that any state court of general jurisdiction located in Charleston County, South Carolina, shall have exclusive jurisdiction over any controversy arising under or relating to this Agreement that, as a matter of law, is not subject to the mandatory arbitration provisions set forth in Article 12 hereof. The parties to this Agreement hereby consent to such jurisdiction and venue.

13.7 Binding Successors. This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and the assigns of the Company and the Shareholders. The Company and the Shareholders do hereby covenant and agree that they, their heirs, executors, administrators, personal

representatives, successors and assigns will take all action and execute any and all instruments, releases, assignments, and consents which may reasonably be required of them in order to carry out the provisions of this Agreement.

13.8 Severability. The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and said remainder shall remain in full force and affect.

13.9 Waiver. A party's failure to insist on compliance or strict enforcement of any provision of this Agreement shall not affect the validity or enforceability, or constitute a waiver of future enforcement, of that provision or of any other provision of this Agreement by that party or any other party.

13.10 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

13.11 Construction. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party.

13.12 Headings. Article, Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provisions hereof.

13.13 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein, is hereby incorporated in this Agreement by reference.

13.14 Further Action. Each Shareholder, upon the request of the Company, agrees to perform all further acts and execute, acknowledge, and deliver any instruments which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

13.15 Variation of Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

13.16 Entire Agreement. The parties hereto expressly acknowledge that this Agreement constitutes the entire contract between the parties concerning transfer restrictions and buy-out rights of the Company's shares and that, unless otherwise provided in this Agreement, any other agreements or understandings, oral or written, of any nature with respect to such matters are hereby superseded and revoked.

13.17 Legend on Stock Certificates. All certificates representing outstanding shares of stock of the Company, as well as any certificates issued for any new or existing stock of the Company, shall have written, stamped or printed thereon the following statement: "The rights of shareholders in a Statutory Close corporation may vary materially from the rights of shareholders in other corporations. Copies of the Articles of Incorporation and By-Laws, Shareholders' Agreement, and other documents, any of which may restrict transfers and affect voting and other rights, may be obtained by a Shareholder on written request to the Company. This stock is transferable only in accordance with the terms or an Agreement between the Company and the Shareholders dated as of October 1, 2012, on file with the

Company, and upon proof of compliance therewith. NOTICE TO CREDITORS: This Agreement contains certain restrictions on the rights of creditors."

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above-written.

LUXURY LAND AND HOMES, INC.

By: Eve F. Olosov
Eve F. Olosov, President

Eve F. Olosov
Eve F. Olosov, as Shareholder

Sebrina Leigh-Jones
Sebrina Leigh-Jones, as Shareholder

EXHIBIT A

SHAREHOLDERS' AGREED VALUATION
OF SHARES OF
LUXURY LAND & HOMES, INC.

<u>DATE</u>	<u>VALUATION</u>	<u>SHAREHOLDER INITIALS</u>

_____	\$ _____	_____
_____	\$ _____	_____

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10- 6162

LUXURY LAND AND HOMES, INC.)
and EVE F. OLASOV,)

Plaintiffs,)

-VS-

COMPLAINT

SEBRINA LEIGH-JONES; CHRIS)
LEIGH-JONES; LUXURY SIMPLIFIED,)
LLC; and BRIDGE CHARLESTON)
INVESTMENTS, LLC,)

Defendants.)

(Jury Trial Demanded)

BY JULIE J. ARMSTRONG
CLERK OF COURT
2013 OCT 21 PM 2:21

TO: DEFENDANTS ABOVE-NAMED:

The Plaintiffs Luxury Land and Homes, Inc. and Eve F. Olasov (hereinafter "Plaintiffs"),
complaining of the Defendants named herein, hereby allege and state as follows:

PARTIES

1. At all times pertinent herein, Plaintiff Luxury Land and Homes, Inc. was and is a South Carolina statutory close corporation (hereinafter "LLH") with its principal place of business in the County of Charleston, State of South Carolina.

2. At all times pertinent herein, Plaintiff Eve F. Olasov (hereinafter "Olasov") was and is an adult citizen and resident of Charleston County, State of South Carolina.

3. Upon information and belief, at all times pertinent herein, Defendant Sebrina Leigh-Jones (hereinafter "Sebrina") was and is an adult citizen and resident of the County of Charleston, State of South Carolina, and at all pertinent times was and is an owner, member, manager, officer, employee, and/or agent of Defendants Luxury Simplified, LLC and Bridge Charleston Investments, LLC. At all times pertinent herein, in personally committing and/or

participating in the acts and/or omissions alleged herein, Sebrina was acting as the owner, member, manager, officer, employee, and/or agent of Defendants Luxury Simplified, LLC and Bridge Charleston Investments, LLC, was acting within the course and scope of her employment and agency and with express or implied consent or permission of said Defendants, was carrying on and furthering the business interests of said Defendants, and/or was acting in her individual capacity and in furtherance of her own personal interests.

4. Upon information and belief, at all times pertinent herein, Defendant Chris Leigh-Jones (hereinafter "Chris") was and is an adult citizen of a country other than the United States of America. Further upon information and belief, Chris resides or is domiciled in the County of Charleston, State of South Carolina, and at all pertinent times was and is an owner, member, manager, officer, employee, and/or agent of Defendants Luxury Simplified, LLC and Bridge Charleston Investments, LLC. At all times pertinent herein, in personally committing and/or participating in the acts and/or omissions alleged herein, Chris was acting as the owner, member, manager, officer, employee, and/or agent of Defendants Luxury Simplified, LLC and Bridge Charleston Investments, LLC, was acting within the course and scope of his employment and agency and with express or implied consent or permission of said Defendants, was carrying on and furthering the business interests of said Defendants, and/or was acting in his individual capacity and in furtherance of her own personal interests.

5. At all times pertinent herein, Chris and Sebrina were and are husband and wife.

6. Defendant Luxury Simplified, LLC, operating under the tradenames "Luxury Simplified" and "Luxury Simplified Group" (hereinafter "LSG"), is a limited liability company organized and existing under the laws of the state of South Carolina. Further upon information and belief, LSG is wholly owned, controlled, operated, financed, and managed by Sebrina and/or

Chris.

7. Defendant Bridge Charleston Investments, LLC (hereinafter "BCI") is a limited liability company organized and existing under the laws of the state of South Carolina. Further upon information and belief, BCI is wholly owned, controlled, operated, financed, and managed by Sebrina and/or Chris.

JURISDICTION AND VENUE

8. All of the Defendants, either themselves individually or through their agents, servants, and/or employees, conduct business in Charleston County, State of South Carolina.

9. The causes of action in this matter arose from business dealings by and among the parties in Charleston County, State of South Carolina.

10. The Charleston County Court of Common Pleas is the proper venue for this action.

FOR A FIRST CAUSE OF ACTION **AGAINST ALL DEFENDANTS**

(Temporary Restraining Order/Preliminary and Permanent Injunction)

11. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 10 herein-above.

12. At all pertinent times, Olasov was and is a real estate broker licensed by the State of South Carolina. She has been licensed as a real estate salesperson since 1988 and as a real estate broker since 2003. She became a broker in charge in 2004.

13. At all pertinent times, Olasov is and was the founding owner, principal, and shareholder of LLH, holding 100 shares of the 1000 authorized shares of common stock of LLH, which are fully paid and non-assessible. LLH was formed by Olasov in 2004.

14. At all pertinent times, LLH was and is in the business of residential and

commercial real estate brokerage and related activities. LLH's focus is high-end residential properties in the tri-county area of Charleston, Dorchester, and Berkeley Counties, South Carolina.

15. Olasov has acted as the broker in charge for LLH for approximately nine years. LLH's real estate brokerage license is attached to or associated with Olasov's license.

16. Over the course of many years, Plaintiffs have spent considerable time, effort, and money in building up the business, securing clientele, and creating good will. LLH used and uses the trademarks "Luxury Land and Homes, Inc.," "LLH," and "LLH Properties" and associated graphic logos, designs, and depictions of a wrought iron gate. Olasov also developed, maintained, and controlled various internet sites for the promotion of LLH and the cultivation of potential customers. The internet sites used LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate.

17. LLH is the original owner of the tradename, trademarks, and design referred to above and the name has definitely acquired, in the minds of the public, a secondary meaning apart from its primary and generic significance, and has become a distinctive name and tradename denoting to the eye and mind of the public the existence of care, skill, integrity, reliability, and individuality as a residential and commercial real estate brokerage, resulting in a reputation for excellence and high quality throughout South Carolina. Due to such reputation and public awareness, Plaintiffs have established considerable good will in connection with the corporate tradename, trademarks, and design referred to above.

18. Plaintiffs' good will, clients, employees, agents, trade secrets, trademarks, and other proprietary and confidential data and information were, and are, of great value to Plaintiffs.

19. Olasov met Sebrina and Chris in connection with their purchase of residential and

commercial properties for their relocation to Charleston from the United Kingdom. Plaintiffs thereafter represented Sebrina and Chris in their purchase of several properties and in the inspection and negotiation of several others.

20. Sebrina and Chris subsequently expressed an interest to Olov for Sebrina to become a real estate salesperson, which is an area in which Sebrina had no prior professional experience, and for Sebrina to acquire an ownership interest in LLH. Thereafter, over the course of several months, Olov and Olov's brother (David M. Olov) participated in negotiations with Sebrina, Chris, and their attorney involving Sebrina's agreement to subscribe to purchase shares in LLH.

21. On or about October 26, 2012, for valuable consideration, Olov, Sebrina, and LLH executed and entered into a written "Stock Subscription Agreement" (hereinafter "Stock Subscription Agreement") and a written "Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc." (hereinafter "Shareholders Agreement"), such Agreements being treated as having been effective as of October 1, 2012. True and correct copies of the Stock Subscription Agreement and Shareholders Agreement are attached hereto and incorporated herein by reference as "Exhibit 1" and "Exhibit 2," respectively.

22. Under the terms of the Stock Subscription Agreement, Sebrina subscribed to purchase 100 shares of LLH subject to the terms and provisions of the parties' contracts. Pursuant to this contract, Sebrina agreed to accept stock in LLH in the amount of 100 shares upon her full payment of the purchase price as set forth in the Stock Subscription Agreement.

23. As a result of the transaction memorialized in the parties' contracts, Sebrina and Olov are each certificate owners of 50% of the issued and outstanding shares of LLH subject to the terms and provisions of the parties' contracts, although Sebrina's shares are held in escrow

pursuant to the provisions of S.C. CODE ANN. § 33-6-210(e). Additionally, because Sebrina has failed or refused to pay the full purchase price for her shares in LLH as required by the Stock Subscription Agreement, her shares are assessable.

24. Effective from October 1, 2012, Sebrina and Olasov have been and still are officers and employees of LLH.

25. In or about July of 2012 and prior to the consummation of the contracts above-described, Sebrina undertook steps to become a real estate salesperson licensed by the State of South Carolina and affiliated with LLH. As a result of the foregoing, Olasov has been the broker in charge with supervisory responsibility over Sebrina since July, 2012.

26. By virtue of Sebrina's position with LLH and the parties' contracts, Plaintiffs entrusted and gave Sebrina access to and use of LLH's valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; furniture; and other office equipment. Sebrina became personally acquainted with LLH's methods in conducting its business and with its current, former, and potential agents, employees, and clients.

27. In consideration of her acquisition of shares in LLH and her being granted access to and use of LLH's valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; furniture; and other office equipment, Sebrina agreed as part of the written Shareholders Agreement, that

during her ownership of shares in LLH and for two years following termination of her ownership of shares in LLH, that, *inter alia*, she would refrain from directly or indirectly owning, investing in, managing, operating, consulting or being employed in a business substantially similar to, or competitive with, the present business of LLH or such other business activity in which LLH may substantially engage; she would keep LLH's data and information strictly confidential; and she would refrain from using LLH's data and information for her own behalf.

28. In reliance upon and based on Sebrina's execution of the Shareholders Agreement and the assurances and covenants expressed therein, Plaintiffs entrusted Sebrina with confidential and proprietary information, trade secrets, and trademarks and expected her cooperation, loyalty, and integrity during her relationship with LLH and after the termination of her relationship in accordance with the terms, provisions, and covenants of the Shareholders Agreement and common-law duties and obligations.

29. Sebrina was, and still is, governed by and subject to the terms, provisions, and covenants of the Shareholders Agreement.

30. While a stock subscriber, officer, and employee of LLH, Sebrina planned, organized, owned, formed, started, managed, and/or operated competing businesses or companies in Charleston, South Carolina, known as "Luxury Simplified Group" or "Luxury Simplified" (referred to herein as "LSG") and Bridge Charleston Investments, LLC (referred to herein as "BCI"), while utilizing LLH's confidential or proprietary information, trade secrets, trademarks, facilities, property, and equipment.

31. Upon information and belief, LSG and BCI are wholly owned by Sebrina and Chris. Plaintiffs have no ownership in LSG or BCI.

32. LSG and BCI do not hold a real estate brokerage license. Sebrina herself does not

have sufficient experience to qualify for a broker's license in her own name under South Carolina law.

33. After the Stock Subscription Agreement and Shareholders Agreement were executed on October 26, 2012, Plaintiffs have since learned that during the negotiations preceding the closing of those agreements, Sebrina, Chris, and their legal counsel failed to disclose to Olasov or to her brother (David M. Olasov), who participated in the negotiations on behalf of Plaintiffs, among other material omissions, that: (i) it was the Defendants' present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) the Defendants had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies (including LSG and BCI) wholly owned by the Defendants and not LLH; (iii) LLH would be falsely and unlawfully held out to the public as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; and (iv) the Defendants and representatives acting under their sole control would develop in secret from Plaintiffs and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves and other businesses owned and controlled by the Defendants (including LSG and BCI) to the Plaintiffs' material detriment.

34. Since Sebrina's execution of the Shareholders Agreement, Plaintiffs have learned that during Sebrina's relationship with LLH as a stock subscriber, officer, and employee of the company, Sebrina has breached and is continuing to breach her duties and obligations owed to Plaintiffs under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time

and energy to a competing business she owns; inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses; using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself; falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself, LSG, and BCI; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitor; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Defendants have made unfair and wrongful use of business advantages acquired from and rightfully belonging to Plaintiffs and continue to do so.

35. Sebrina was encouraged and agreed as part of her contracts with Plaintiffs to develop either or both of two internet domains (www.luxurylandandhomesinc.com and www.llhproperties.com) owned by LLH and intended to be used as LLH corporate websites for the purpose of promoting and marketing LLH and increasing its presence in the community.

However, since Sebrina's execution of the Shareholders Agreement, Plaintiffs have learned that instead of developing LLH's websites, Sebrina and Chris immediately developed the web portal for their own separate businesses (including LSG and BCI). Sebrina and Chris held secret meetings with their own marketing and branding company in the United Kingdom to develop LSG's business and excluded Olasov from these meetings. Unknown to Olasov at the time, before the closing for the Stock Subscription Agreement had even occurred, Sebrina and Chris already had in place a new web identity, marketing plan, and hierarchy of companies for their own businesses (including LSG and BCI), which information they withheld from Olasov. Sebrina and Chris used this hierarchy of companies to falsely represent and publicly portray LSG as being LLH's "parent company" and to falsely relegate LLH as a mere division or subsidiary of LSG. Sebrina and Chris further refused to allow LLH's website address to be promoted on LLH's marketing materials, but instead diverted LLH's website traffic to LSG's website.

36. Since Sebrina's execution of the Shareholders Agreement, Plaintiffs have also learned that Sebrina, Chris, and others acting under their sole control secretly developed and pursued plans to wrest control of LLH from Olasov, by among other means, (i) improperly and unlawfully diverting brokerage business to other brokerage firms; (ii) advising customers, staff, and the real estate brokerage community, in words or substance, that Olasov was leaving the company; (iii) encouraging Terri Seignious, a long-standing real estate broker affiliated with LLH, to disaffiliate and to form a new real estate brokerage firm funded in whole or in material part by business and business opportunities wrongfully diverted by Sebrina, Chris, and their co-conspirators; (iv) failing and refusing to pay the subscription price required by the Subscription Agreement; (v) allocating to LLH expenses of LSG, BCI, and other entities owned and controlled by Sebrina and Chris; (vi) forcing LLH to abandon a valuable office lease at 111 East

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Bay Street, in which LLH had invested materially in improvements thereto, and to take space in a building owned by Sebrina and Chris in which the identity of LLH would be subordinated to LSG; and (vi) incurring other expenses which had as their ultimate purpose causing LLH to be without sufficient funds to execute the business plan that Sebrina and Olasov had negotiated.

37. Sebrina and Chris expensed or allocated to LLH substantial costs and expenses incurred for their development of the LSG website and marketing, despite promising Olasov they would do exactly the opposite. Sebrina further refused to make her required payments due under the Stock Subscription Agreement in cash to LLH's operating account, but instead made false and bogus journal entries in LLH's books attributing LSG's costs and expenses to LLH and asserting that Sebrina's and Chris's payment of these costs and expenses (which were their own responsibility) acted to reduce the amount which Sebrina owes under the Stock Subscription Agreement. Sebrina and Chris aggressively attributed and charged LSG's costs and expenses to LLH in an effort to deplete LLH's funds and render LLH financially insolvent and used same as the basis for announcing that LLH is out of money and to falsely contend that Sebrina made her payments due under the Stock Subscription Agreement. These actions financially crippled LLH and have effectively deprived Olasov of the funding needed to implement LLH's marketing goals and priorities. Sebrina and Chris have stated to a former LLH sales agent that there will come a time when LLH will require additional funding from its shareholders and if Olasov is unable to come up with her portion, then they intend to take her shares in LLH.

38. Realizing the monetary and commercial value of the LLH tradename and associated graphic logos, designs, and depictions, and realizing that a similar corporate or tradename, or the use of the principal words of LLH's corporate or tradename, would tend to confuse and deceive the public into believing that the persons or corporations using the similar

name and advertising were in fact the same as, or connected with, LLH, Sebrina and Chris formed BCI and LSG and began misappropriating to them the LLH tradename and associated graphic logos, designs, and depictions, thereby depriving Plaintiffs of the benefit of the good will associated with the tradename, trademarks, and designs. Upon information and belief, BCI initially asserted ownership of the tradename and associated graphic logos, designs, and depictions rightfully belonging to LLH and purportedly later transferred same to LSG.

39. Notwithstanding LLH's ownership of the LLH tradename and associated graphic logos, designs, and depictions of a wrought iron gate, Sebrina and Chris created, displayed, and utilized trademarks, trade dress, and promotional materials for BCI and/or LSG that are identical to those used by LLH for many years and that are derivative of the LLH tradename and associated graphic logos, designs, and depictions. Sebrina forced LLH to use the derivative logos, designs, and depictions. As a result the derivative marks used by LLH, LSG, and BCI created confusion in the public and the realtor communities. It was Sebrina's intent and purpose to create such confusion and to blur the identity of LLH as a separate brokerage business. The tradename and design for LSG and/or BCI are so similar to LLH's tradename and design that prospective customers are likely to be confused as to ownership of the respective business. Plaintiffs have not authorized Defendants to use the tradename, trademarks, and design referred to above.

40. While Sebrina was a stock subscriber, officer, and employee of LLH and/or was using LLH's offices, facilities, property, trademarks, and equipment, Sebrina and Chris created, posted, and/or maintained an internet website for LSG that advertised LSG's business operations in the Charleston, Berkeley, and Dorchester Counties of South Carolina that are identical to and which directly compete with the business of LLH. LSG's website uses trademarks and designs

that are identical to those used by LLH. In communications to which Plaintiffs were intended to be excluded, Sebrina and Chris expressed to others that their only “competition” on Google is www.luxurylandandhomes.com itself, which is LLH’s own corporate website.

41. Within a month of Sebrina’s execution of the Stock Subscription Agreement, without prior consultation with or approval from Olasov, Sebrina and Chris announced to other real estate salespeople affiliated with LLH that all marketing would be done under the rubric of “Luxury Simplified” and the “Luxury Simplified Group” and that LLH would be identified as a “division” or the “brokerage arm” of LSG.

42. Upon information and belief, Sebrina was and is an owner, member, officer, employee, manager, and/or affiliate of LSG and BCI at the same time that she has been a stock subscriber, officer, and employee of LLH and she has conducted business operations on behalf of LSG and BCI in South Carolina, including the Counties of Charleston, Berkeley, and Dorchester. Several former agents or employees of LLH have been and are now agents, employees, and/or affiliates of LSG. LSG has conducted and continues to conduct business operations that are identical to the business of LLH. LSG competes with or is attempting to compete with LLH’s business operations.

43. Upon information and belief, while a stock subscriber, officer, and employee of LLH and while using LLH’s offices, facilities, property, trademarks, and equipment, Sebrina posted information on several internet websites, placed advertisements, created business brochures, and/or placed business signage on behalf of LSG in the Charleston, Berkeley, and Dorchester Counties of South Carolina that promoted LSG’s business operations in competition with LLH.

44. LSG’s website and internet postings have illegally promoted MLS listings with

LSG as being the purported real estate broker and real estate agency. LSG's internet site previously falsely identified as "realtors" at least one person who is not licensed as a real estate salesperson and cannot be registered as a realtor under South Carolina law. LSG's website also falsely listed as a "construction contractor" another individual who is likewise unlicensed. Without Olasov's approval or consent, Sebrina and Chris have falsely described LLH on LSG's website and other advertising materials as being a "division," "arm of," and "broker" of LSG. Sebrina and Chris have created LSG's website and used LLH's tradename and associated graphic logos, designs, and depictions of a wrought iron gate so as to confuse and mislead the public to conclude that LLH approves and controls the content of the LSG site, which is false.

45. Through LSG's internet website, Sebrina, Chris, and LSG are using LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate without the authorization of Olasov or LLH in a way that has caused public confusion as LLH's association with, affiliation with, or sponsorship of LSG's website and the services provided on such website.

46. Sebrina's and Chris's intentional blurring or melding of LSG's trademarks, trade dress, and promotional materials with LLH's trademarks, trade dress, and promotional materials infringes upon LLH's trademarks, improperly competes with LLH, illegally conflates and confuses LLH with LSG, and disregards South Carolina's regulatory requirements governing real estate brokers and salespersons, which require the clear identification of the real estate brokerage firm offering its services in all promotional materials, including signage at properties offered for sale or lease and in internet sites.

47. Plaintiffs have no control over LSG's website or internet postings.

48. Further upon information and belief, while a stock subscriber, officer, and

employee of LLH, Sebrina solicited LLH's existing and potential agents and customers for business on behalf of her competing business (LSG) while using LLH's confidential information, facilities, property, trademarks, and equipment. Upon information and belief, Sebrina is using her knowledge of LLH's agents, customers, clients, trade secrets, and other proprietary and confidential information for the purpose of contacting and inducing or attempting to induce LLH's current, former, and/or potential agents or customers to work for or grant their patronage to Sebrina's own business instead of to LLH. While a stock subscriber, officer, and employee of LLH, Sebrina has been and is actively engaging in the business of residential and commercial real estate brokerage and related activities that are in direct competition with LLH. In furtherance of the foregoing, and to diminish the brokerage revenues received by LLH, Sebrina and Chris agreed to use the brokerage services of other firms to conduct business for the account of Sebrina and Chris and for customers of Sebrina and Chris, in violation of contractual undertakings to LLH and in breach of core understandings with Olasov that all such business would be directed to LLH.

49. Olasov has further discovered that Sebrina has diverted or misappropriated funds of LLH and wrongfully caused LLH to expend large sums of money to pay various expenses of LSG and BCI (which Sebrina owns or controls) and to pay other obligations owed by LSG and BCI, including payments made to create a new business name, logo, advertisements, and promotional materials for LSG; to obtain, create, and develop a new internet domain name and website used by LSG; and to hire and pay salaries of office staff and personnel who worked for LSG and BCI. The payment of these expenses and obligations do not benefit LLH, but benefit the businesses owned by Sebrina and Chris, including LSG and BCI.

50. Sebrina has further wasted and dissipated the funds, property, and assets of LLH

through neglect or failure to perform her duties as an officer and employee of LLH, including her actions in causing LLH to relinquish its lease, office space, and related improvements at 111 East Bay Street, Charleston, South Carolina; her procurement of an expensive new office location at 95 Broad Street, Charleston, South Carolina, that is unsuitable or undesirable for use as a real estate brokerage office; her purchase of new computers that are incompatible with systems used by real estate brokerages; her destruction, damage, or loss of office furniture, artwork, and other personal property belonging to LLH; and her waste of new signage that Olasov was requested to obtain for the new office location at 95 Broad Street.

51. Sebrina has misappropriated tangible personal property of LLH for the use of LSG, BCI, and other businesses owned and operated by Sebrina and Chris in Charleston and in the United Kingdom. LSG and BCI further unilaterally took over possession of various books, records, and tangible property belonging to Plaintiffs, including trust account statements and other escrow records, and have refused to return same to Plaintiffs despite demands for their return.

52. Olasov has called to Sebrina's attention her violations of her contractual covenants and fiduciary and common-law obligations. Additionally, Olasov has demanded that Sebrina and Chris discontinue the use of the above tradename and design owned by LLH, but they have failed or refused to do so. The existence of Sebrina's contractual commitments and fiduciary obligations has been communicated to her and demand has been made that she cease and desist in the prohibited conduct. Sebrina has failed and/or refused to comply with these demands.

53. Chris, LSG, and BCI knowingly participated, either as direct wrongdoers or as aiders and abettors, in Sebrina's violations of her contractual covenants and fiduciary and

common-law obligations as described herein-above. As such, Chris, LSG, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

54. Plaintiffs' reputations have been and are now greatly damaged as a result of the Defendants' use of the above tradename and design.

55. As a direct and proximate result of the Defendants' conduct and actions, Plaintiffs have suffered and will continue to suffer in the future great and irreparable harm in the form of unfair and wrongful competition, trademark infringement, unauthorized use and disclosure of confidential and proprietary information and trade secrets, lost customers and clientele, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. The harm to Plaintiffs is difficult to determine precisely and thus, unless a temporary restraining order and a preliminary and permanent injunction are granted, the Defendants' continued actions and conduct in breach of the Shareholders Agreement and their common-law duties will cause irreparable harm to Plaintiffs.

56. In the Shareholders Agreement, Sebrina expressly acknowledged that, in the event of any breach of the agreement by her, irreparable harm will occur to Plaintiffs and they will be entitled to obtain a preliminary and permanent injunction to restrain any actual or threatened breach of the non-competition provision, without proof of actual monetary damage, and that any such violation or threatened violation of the non-competition provision will cause irreparable injury to Plaintiffs.

57. Pursuant to S.C. R. Civ. Pro. 65, the Defendants' conduct and actions as summarized above entitle Plaintiffs to a temporary restraining order and a preliminary and permanent injunction immediately restraining and enjoining Defendants from further breaches of

their duties and obligations owed to Plaintiffs under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law and statutory law of South Carolina.

58. Plaintiffs have no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by Defendants.

FOR A SECOND CAUSE OF ACTION
AGAINST ALL DEFENDANTS

(Violation of South Carolina Unfair Trade Practices Act)

59. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 58 herein-above.

60. Defendants are "persons" as defined in S.C. CODE ANN. § 39-5-10(a).

61. The conduct and actions of Defendants as above-described constitute "trade or commerce" within the meaning of S.C. CODE ANN. § 39-5-10 *et seq.*

62. Upon information and belief, the Defendants' conduct and actions as above-described were committed pursuant to and as part of their normal business practices and policies. Sebrina is a licensed real estate salesperson subject to the laws and regulations of the State of South Carolina. She is regularly engaged in the business of representing buyers, sellers, and other clients in real estate transactions in the State of South Carolina, soliciting buyers and sellers of real estate, providing real estate advice to clients in this state, and advertising and marketing to the public. LSG has falsely held itself out to the public as being a purported real estate broker and real estate agency. Chris and BCI are regularly engaged in the purchase and sale of real estate in South Carolina.

63. Defendants' conduct and actions as above-described adversely impact upon and affect the public interest in that the potential for repetition is present when they deal with other members of the public, including existing or potential agents, customers, and clients. The

practices as above-described are unfair, deceptive, and capable of recurring.

64. Defendants' conduct and actions as above-described constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of a trade or commerce within the meaning of S.C. CODE ANN. § 39-5-20(a). Defendants knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the conduct constituting a violation of the Act.

65. Defendants' conduct and actions as above-described constitute willful and knowing violations of S.C. CODE ANN. § 39-5-20, in that they knew or should have known that their conduct violated the Act. S.C. CODE ANN. § 39-5-140(a), (d). A person of ordinary prudence engaged in trade or commerce, through the exercise of due diligence, could have and should have ascertained that the above-described conduct violates the Act.

66. Defendants' conduct and actions as above-described caused Plaintiffs to suffer an ascertainable loss of money and property, along with other special, consequential, and incidental damages, and attorney's fees, costs, and expenses incurred in bringing this action. Plaintiffs are therefore entitled to triple their actual damages, costs, reasonable attorney's fees, and such other relief as to the Court seems necessary and proper. S.C. CODE ANN. § 39-5-140(a), (d).

FOR A THIRD CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Trademark Infringement)

67. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 66 herein-above.

68. Defendants' use of the LLH tradename, trademarks, and associated graphic logos, designs, and depictions of a wrought iron gate in the conduct of LSG's and/or BCI's business and in LSG's and/or BCI's advertising or promotional materials is a direct infringement,

usurpation, and misappropriation of the LLH tradename, trademarks, and associated graphic logos, designs, and depictions and constitutes, and is, unfair competition and trademark infringement under the common-law of South Carolina.

69. As a proximate result of infringement of the LLH tradename, trademarks, and design referred to above, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

FOR A FOURTH CAUSE OF ACTION
AGAINST DEFENDANT SEBRINA LEIGH-JONES
(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing)

70. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 69 herein-above.

71. As summarized above, Sebrina, Olasov, and LLH executed and entered into a written Stock Subscription Agreement and Shareholders Agreement.

72. The contracts included an implied covenant of good faith and fair dealing requiring Sebrina to act in all respects in good faith toward Plaintiffs, to do nothing to deprive Plaintiffs of the benefits of the contractual relationships, and to give Plaintiffs full cooperation in the performance of the obligations under the contracts.

73. Plaintiffs performed their obligations in accordance with the terms of the contracts.

74. However, Sebrina materially breached the terms of the contracts and the implied covenant of good faith and fair dealing by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time and energy to competing businesses she owns; inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses; using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself or her businesses; falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself or her businesses; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitor; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Sebrina was and is making unfair and wrongful use of business advantages acquired from and rightfully belonging to Plaintiffs.

75. As a proximate result of Sebrina's material breaches of the contracts and the implied covenant of good faith and fair dealing, Plaintiffs have suffered and will continue to

suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Sebrina for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

FOR A FIFTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Breach of Fiduciary Duty/Duty of Loyalty)

76. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 75 herein-above.

77. As summarized above, Olasov, Sebrina, and LLH entered into and executed a written Stock Subscription Agreement and Shareholders Agreement. Effective from October 1, 2012, Sebrina and Olasov have been and are each certificate owners of 50% of the issued and outstanding shares of LLH subject to the terms and provisions of the parties' contracts, although Sebrina's shares are held in escrow pursuant to the provisions of S.C. CODE ANN. § 33-6-210(e). Additionally, because Sebrina has failed or refused to pay the full purchase price for her shares in LLH as required by the Stock Subscription Agreement, her shares are assessable. Effective from October 1, 2012, Sebrina and Olasov also have been and still are officers and employees of LLH.

78. At all pertinent times, LLH was and is in the business of residential and commercial real estate brokerage and related activities.

79. By virtue of Sebrina's relationship and position with Plaintiffs, Sebrina was entrusted with and given access to and use of Plaintiffs' valuable proprietary and confidential

data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; and other office equipment.

80. By the nature of the relationship between Sebrina, Olasov, and LLH, Sebrina stood in a position of trust and confidence to Plaintiffs. Plaintiffs reposed special trust and reliance upon Sebrina. Plaintiffs reasonably believed that Sebrina was acting and had acted in the interests of Plaintiffs and not on her own behalf.

81. Sebrina owed Plaintiffs fiduciary duties and/or a duty of loyalty which required Sebrina to remain faithful to the interests of Plaintiffs throughout the term of their relationship and not to act contrary to the interests of Plaintiffs. The duty of loyalty prohibited Sebrina from aiding a competitor, or competing herself with Plaintiffs while a stock subscriber, officer, and employee of LLH and required Sebrina to refrain from disloyal acts looking to competition or future competition with Plaintiffs. In equity and good conscience, Sebrina was bound to act in good faith and with due regard to the interests of Plaintiffs.

82. However, since becoming a stock subscriber, officer, and employee of LLH, Sebrina has taken and is taking advantage of the special or confidential relationship existing between her and Plaintiffs to the Plaintiffs' detriment. Since becoming a stock subscriber, officer, and employee of LLH, Sebrina breached her fiduciary duty and/or duty of loyalty owed to Plaintiffs by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time and energy to competing businesses she owns; inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses; using staff, employees,

resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself; falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitor; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH.

83. All of Sebrina's actions as described herein-above were clear breaches of the duties of loyalty and good faith and fair dealing that she owed and continues to owe to Plaintiffs. Sebrina, all while a stock subscriber, officer, and employee of LLH, in preferring her own personal interests to that of Plaintiffs, has breached and continues to breach her fiduciary duties to Plaintiffs.

84. Chris, LSG, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the conduct constituting a breach of fiduciary duty and/or the duty of loyalty. As such, Chris, LSG, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

85. Plaintiffs have lost revenues and profits on account of the Defendants' actions.

86. As a proximate result of the breaches of fiduciary duties and/or duty of loyalty owed to Plaintiffs, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

87. Plaintiffs are further entitled to an order requiring Defendants to forfeit, return, and/or turn over to Plaintiffs any and all compensation, profits, revenue, or earnings received by Defendants as a result of or by virtue of the breaches of fiduciary duties and/or duty of loyalty owed to Plaintiffs.

88. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A SIXTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Fraud in Inducement)

89. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 88 herein-above.

90. During the negotiations preceding the closing of the Subscription Agreement and the Shareholders Agreement on October 26, 2012, Sebrina and Chris withheld and/or failed to disclose to Olosov or to her brother (David M. Olosov), who participated in the negotiations on

behalf of Plaintiffs, among other material omissions, that: (i) it was Sebrina's and Chris's present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) Sebrina and Chris had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies wholly owned by them (including LSG and BCI) and not LLH; (iii) Sebrina and Chris planned to falsely and unlawfully hold out LLH to the public as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; (iv) Sebrina, Chris, and representatives acting under their sole control planned to develop in secret from Plaintiffs and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves; and (v) Sebrina and Chris had a present intention to wrest control of LLH from Olasov.

91. At the time of the above-referenced representations, omissions, or failures to disclose, Sebrina and Chris had knowledge of their falsity or recklessly disregarded their truth or falsity.

92. Sebrina and Chris fraudulently concealed and/or misrepresented to Plaintiffs the truth regarding their present intentions and plans with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their plan to hold out LLH as a mere "division" or "arm" of LSG; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their present intention to wrest control of LLH from Olasov. Sebrina and Chris made the omissions or representations with the intent and for the purpose of inducing Olasov to enter into the contracts with Sebrina.

93. Plaintiffs relied on the truth of and were induced by the misrepresentations,

omissions, or failures to disclose in entering into the contracts with Sebrina.

94. At the time that Sebrina and Chris made the representations and Plaintiffs entered into the contracts with Sebrina, Plaintiffs did not know, and had no reason to believe, that the representations of Sebrina and Chris were false or that they failed to disclose material facts.

95. Plaintiffs had a right to rely on the truth of the representations and Sebrina and Chris, knowing that the representations were false and that Plaintiffs were ignorant of their falsity, had a duty to disclose to Plaintiffs the truth and not to misrepresent their plans and intentions with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their intention to hold out LLH as a mere "division" or "arm" of LSG; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their intention to take control of LLH from Olasov. Had Plaintiffs known the truth about Sebrina's and Chris's present intentions and plans, Plaintiffs would not have entered into the contracts with the Sebrina.

96. As a direct and proximate result of Sebrina's and Chris's misrepresentations, concealment, and/or failure to disclose as set forth herein, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

97. In doing the acts alleged above, Defendants acted willfully, maliciously,

recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A SEVENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Negligent Misrepresentation)

98. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 97 herein-above.

99. Sebrina and Chris falsely represented, concealed, and/or failed to disclose to the Plaintiffs the truth regarding their present intentions and plans with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their plan to hold out LLH as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their present intention to wrest control of LLH from Olosov. Among other material omissions, Sebrina and Chris withheld and/or failed to disclose to Olosov or to her brother (David M. Olosov), who participated in the negotiations on behalf of Plaintiffs, that: (i) it was Sebrina's and Chris's present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) Sebrina and Chris had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies wholly owned by them (including LSG and BCI) and not LLH; (iii) Sebrina and Chris planned to falsely and unlawfully hold out LLH to the public as a mere "division" or "arm" of LSG and thereby mislead the public and realtor communities to believe that LSG owns LLH; (iv) Sebrina, Chris, and representatives acting under their sole control planned to develop in secret from Plaintiffs and execute over Olosov's continuous objection business and marketing plans with the purpose,

intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves; and (v) Sebrina and Chris had a present intention to wrest control of LLH from Olasov.

100. Sebrina and Chris made these omissions or misrepresentations in order to secure the financially lucrative contracts with Plaintiffs. At the time of their representations and omissions, Sebrina and Chris knew that they intended to create derivative trademarks to the trademarks owned by LLH to be known as “the Luxury Simplified Group” and “Luxury Simplified,” that they intended such derivative trademarks to be wholly owned and controlled by limited liability companies wholly owned by them (including LSG and BCI) and not LLH, that they intended to falsely and unlawfully hold out LLH to the public as a mere “division” or “arm” of LSG to mislead the public and realtor communities to believe that LSG owns LLH, that they intended to develop in secret from Plaintiffs and execute over Olasov’s continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves, and that they intended to wrest control of LLH from Olasov.

101. Sebrina and Chris had a pecuniary interest in making the above-referenced misrepresentations and in concealing and/or failing to disclose the true facts regarding their present intentions. Induced by Sebrina’s and Chris’s misrepresentations, concealment, and/or failures to disclose, Plaintiffs entered into the Stock Subscription Agreement and Shareholders Agreement with Sebrina, which generated substantial benefit to Sebrina and Chris.

102. Sebrina and Chris owed a duty of care to see that they communicated truthful information to Plaintiffs.

103. Sebrina and Chris breached their duty of care to Plaintiffs by failing to exercise due

care and by negligently making the above-referenced false representations to Plaintiffs.

104. At the time that Sebrina and Chris made the above-referenced false representations or omissions to Plaintiffs and when Sebrina entered into the contracts with Plaintiffs, Plaintiffs did not know, and had no reason to believe, that Sebrina and Chris had misrepresented, concealed, and/or failed to disclose material facts regarding their present intentions and plans as described above.

105. Plaintiffs relied upon Sebrina and Chris to disclose all material facts known to them concerning their present intentions and plans with respect to LLH as described above. Plaintiffs relied upon Sebrina's and Chris's misrepresentations, concealment, and/or failures to disclose the true facts in deciding to enter into the contracts with Sebrina. Had Sebrina and Chris disclosed the truth regarding their present intentions and plans with respect to LLH as described above, Plaintiffs would not have entered into the contracts with Sebrina.

106. Plaintiffs' reliance upon the misrepresentations, concealment, and/or failure to disclose by Sebrina and Chris, who possessed superior knowledge than Plaintiffs regarding their present intentions and plans with respect to LLH, was justified and reasonable.

107. As a direct and proximate result of Plaintiffs' reliance on Sebrina's and Chris's misrepresentations, concealment, and/or failure to disclose as set forth herein, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. §

34-31-20(A).

108. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR AN EIGHTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Breach of Contract Accompanied by Fraudulent Act)

109. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 108 herein-above.

110. As summarized above, Olasov, LLH, and Sebrina entered into contractual relationships as described herein-above.

111. Notwithstanding the contracts between Olasov, LLH, and Sebrina, and the full and complete performance on the part of Plaintiffs as to all that was required of them under said contracts, Sebrina breached the contracts in the manner summarized above and, as a result thereof, Plaintiffs suffered damages.

112. Accompanying the breaches of the aforesaid contracts between Olasov, LLH, and Sebrina, Sebrina committed fraudulent acts constituting dishonesty in fact, unfair dealing, and/or the unlawful appropriation of Plaintiffs' property by design. Sebrina procured the misappropriation of LLH's trademarks; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's and Chris's own businesses; recruited, hired, and/or solicited for hire LLH's agents, employees, and office personnel to work for Sebrina's and Chris's own businesses; procured the misappropriation and diversion of LLH's agents and customers; usurped and misappropriated LLH's assets, property, and business opportunities for herself; misused LLH's customer and client lists, trade secrets, trademarks, and other proprietary and confidential

information to harm Plaintiffs and benefit Sebrina's and Chris's own businesses; converted and misappropriated LLH's profits, income, revenue, and business opportunities; withheld and concealed information from Plaintiffs involving Sebrina's disloyalty and business operations and other conduct in competition with LLH; used staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for Sebrina's and Chris's own businesses; falsely characterized expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charged and billed to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself; knowingly withheld and concealed from Olasov material information concerning the operations and assets of LLH; and caused the Stock Subscription Agreement and Shareholders Agreement to be breached and violated.

113. Sebrina committed the above-referenced acts with a fraudulent intent and for the purpose of breaching her contracts with Plaintiffs. The acts committed by Sebrina were done fraudulently, intentionally, and willfully for the purpose of damaging Plaintiffs. Sebrina's dishonesty and unfair dealing accompanied the breaches of the contracts.

114. Chris, LSG, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the conduct constituting a breach of contract accompanied by fraud. As such, Chris, LSG, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

115. As a direct and proximate result of the fraudulent acts accompanying the breaches of the contracts as aforesaid, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional

standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

116. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A NINTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Conversion)

117. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 116 herein-above.

118. As described herein-above, after October 26, 2012, Defendants have taken unauthorized possession of, exercised dominion and control over, and converted to their own use the benefit of Plaintiffs' confidential or proprietary information, customer lists, other client information (including 9 years of client transactions, names, and history), trade secrets, trademarks, equipment, assets, funds, property, business opportunities, and the goodwill and knowledge that Plaintiffs entrusted to Sebrina.

119. Additionally, Defendants took unauthorized possession of, exercised dominion and control over, and converted to their own personal use various office furniture, artwork, books, records, trust account statements and other escrow records, and other tangible property belonging to Plaintiffs.

120. Defendants' dominion and control over said confidential or proprietary information, customer lists, trade secrets, trademarks, assets, funds, equipment, furniture,

artwork, books, records, trust account statements and other escrow records, tangible property, business opportunities, goodwill, and/or knowledge has been to the exclusion of, and in defiance of, the rights of Plaintiffs; has interfered with the rights of Plaintiffs in and to such property; and was without Plaintiffs' permission. Despite due demand for return of their property and/or for Defendants' conduct to cease and desist, Defendants wrongfully failed to return the property to Olasov or LLH and/or failed to cease their actions.

121. Chris, LSG, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the tortious conduct described above. As such, Chris, LSG, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

122. As a proximate result of Defendants' actions as described above, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of value, loss of use, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

123. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A TENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Unjust Enrichment/Restitution)

124. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 123 herein-above.

125. Plaintiffs provided training to Sebrina and provided her access to Plaintiffs' confidential or proprietary information, customer lists, other client information (including 9 years of client transactions, names, and history), trade secrets, trademarks, computers, assets, funds, property, business opportunities, and their goodwill and knowledge. As described herein-above, Defendants have misappropriated for their own use the benefit of Plaintiffs' trademarks, confidential or proprietary information, customer lists, trade secrets, computers, assets, funds, property, business opportunities, and the goodwill and knowledge that they entrusted to Sebrina.

126. By virtue of the above, a valuable benefit has been conferred upon Defendants, they have realized that benefit in full, and retention by them of the benefit without paying its value to Plaintiffs would be inequitable and unjust under the circumstances.

127. There is now justly due and owing to Plaintiffs from Defendants the reasonable value of the confidential or proprietary information, customer lists, trade secrets, trademarks, computers, assets, funds, property, business opportunities, goodwill, and knowledge so misappropriated by them in an amount to be determined by the trier of fact.

FOR AN ELEVENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Constructive Trust/Accounting)

128. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 127 herein-above.

129. As described herein-above, Defendants acquired possession and/or ownership of

profits, funds, assets, property, and/or business opportunities belonging to Plaintiffs through the misappropriation of their trademarks, confidential or proprietary information, customer lists, trade secrets, computers, property, goodwill, and knowledge; breach of fiduciary duties and/or duty of loyalty; and other misconduct. The profits, funds, assets, property, and/or business opportunities of Plaintiffs thus acquired by Defendants are in equity and good conscience impressed with a trust in favor of Plaintiffs.

130. Since such unlawful misappropriation, Defendants continue to hold such profits, funds, assets, property, and/or business opportunities; have received the income, profits, and/or interest derived therefrom; and/or have received the profits or reasonable value from their subsequent disposal of the funds, assets, property, and/or business opportunities, none of which they have the lawful right or claim to.

131. Olasov is not presently aware of all of the profits, funds, assets, property, and/or business opportunities belonging to Plaintiffs that Defendants have misappropriated to themselves and/or their businesses and is not aware of all of the specific purposes for which Defendants have used said profits, funds, assets, property, and/or business opportunities. Upon information and belief, Defendants used said profits, funds, assets, property, and/or business opportunities to benefit themselves personally and/or their businesses.

132. Defendants have failed or refused to render a proper accounting as to the profits, funds, assets, property, and/or business opportunities of Plaintiffs that have been misappropriated. Accordingly, the Court should enter an order declaring that Defendants hold the profits, funds, assets, property, and/or business opportunities in trust for the benefit of Plaintiffs; requiring Defendants to account for all profits, funds, assets, property, and/or business opportunities of Plaintiffs which they received by virtue of the above-referenced conduct;

requiring Defendants to account for any income, profits, interest, or other financial benefit derived from such funds, assets, property, and/or business opportunities; and requiring Defendants to account for the reasonable value of the funds, assets, property, and/or business opportunities previously disposed of by Defendants or their businesses.

133. Plaintiffs have no adequate remedy at law.

FOR A TWELFTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Civil Conspiracy)

134. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 133 herein-above.

135. Defendants combined and conspired together with each other and with others, with the purpose and intent of injuring Plaintiffs, and intentionally, willfully, wrongfully, and maliciously procured the misappropriation of LLH's trademarks; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's and Chris's own businesses; recruited, hired, and/or solicited for hire LLH's agents, employees, and office personnel to work for Sebrina's and Chris's own businesses; procured the misappropriation and diversion of LLH's agents and customers; usurped and misappropriated LLH's assets, property, and business opportunities; misused LLH's customer and client lists, trade secrets, trademarks, and other proprietary and confidential information to harm Plaintiffs and benefit Sebrina's and Chris's own businesses; converted and misappropriated LLH's profits, income, revenue, and business opportunities; withheld and concealed information from Plaintiffs involving Sebrina's disloyalty and business operations and other conduct in competition with LLH; used staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for Sebrina's and Chris's own business; falsely characterized expenses incurred in

the pursuit of Sebrina's and Chris's personal business interests as being LLH's debts or obligations; charged and billed to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for Sebrina and Chris; and caused the Stock Subscription Agreement and Shareholders Agreement to be breached and violated.

136. Defendants conspired together and in furtherance of the conspiracy planned, organized, owned, formed, started, managed, and/or operated competing businesses or companies; misappropriated LLH's trademarks; utilized Plaintiffs' customer and client lists, trade secrets, and other proprietary and confidential information obtained during Sebrina's relationship with Plaintiffs; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's and Chris's own businesses; usurped and misappropriated LLH's assets, property, and business opportunities; solicited and/or accepted LLH's customers and/or potential customers for business on behalf of Sebrina's and Chris's competing businesses; and contacted LLH's agents, customers, or potential agents or customers and induced or attempted to induce them to work for or grant their patronage to Sebrina's and Chris's own businesses (LSG and BCI) instead of to Plaintiffs.

137. The conduct of Defendants was malicious, unjustified, and/or otherwise improper and was directed at causing injury and damage to Plaintiffs.

138. Defendants benefited and profited from said conspiracy at the expense of Plaintiffs and to their detriment and injury.

139. As a direct and proximate result of the afore-mentioned conspiracy, Plaintiffs have suffered, and will continue to suffer, special damages in an amount to be determined by the trier of fact, along with actual, consequential, and incidental damages. Also as a proximate result of the afore-mentioned conspiracy, Plaintiffs have and will continue to suffer loss of revenue and/or

profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Therefore, Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), and punitive damages in an amount to be determined by the trier of fact, together with the costs and expenses incurred in the prosecution of this action.

FOR A THIRTEENTH CAUSE OF ACTION
AGAINST DEFENDANT SEBRINA LEIGH-JONES
(Breach of Stock Subscription Agreement)

140. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 139 herein-above.

141. As discussed above, on or about October 26, 2012, for valuable consideration, Olasov, Sebrina, and LLH executed and entered into a written "Stock Subscription Agreement," a true and correct copy of which is attached hereto as "Exhibit 1," which was treated as having been effective as of October 1, 2012. At that time, LLH was and is a validly incorporated and existing company. The execution of the Stock Subscription Agreement was duly authorized and approved by LLH and involves validly authorized shares of the company.

142. Paragraph 3 of the Stock Subscription Agreement provides as follows:

Payment of Purchase Price. The Subscriber [Sebrina] shall pay the Purchase Price [\$220,000.00] in one or more installments, with an initial installment of \$50,000, and such additional installments, payment dates and amounts as the Company [LLH] and Subscriber may mutually agree or, failing agreement, in additional monthly installments of \$20,000 per month commencing on November 1, 2012 and continuing monthly until payment in full. Upon the payment of the Purchase Price in full, the Shares will be fully paid and non-assessable.

143. Although Sebrina paid a portion of the purchase price, she has failed and/or refused to pay the remaining balance of the purchase price. She made only a single monthly installment of \$20,000 and improperly claimed as credits amounts that she, LSG, and BCI have

expended for their sole benefit, including, without limitation, amounts that Sebrina and Chris repeatedly promised Plaintiffs orally and in writing would be absorbed by Sebrina and amounts for which Sebrina wrongfully reimbursed herself for personal expenditures after she had disclosed to Plaintiffs an intention to separate from the company. There is now due, owing, and payable from Sebrina to Plaintiffs at least the sum of \$92,981.58.

144. A call or demand was made upon Sebrina and notice given to immediately pay the amounts due under the Stock Subscription Agreement.

145. Sebrina materially breached the terms and provisions of the Stock Subscription Agreement by failing and/or refusing to pay the purchase price due under the contract.

146. As a direct and proximate result of Sebrina's breach of the Stock Subscription Agreement, Plaintiffs have been damaged by the nonpayment of the purchase price.

147. Plaintiffs are entitled to compensation from Sebrina for their actual, compensatory, consequential, special, and incidental damages, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), and costs and expenses incurred in bringing this action, all in an amount to be determined by the trier of fact.

148. Paragraph 4 of the Stock Subscription Agreement further entitles Plaintiffs to recover from Sebrina all litigation costs, including attorney's fees, incurred because of Sebrina's breach of the contract. Plaintiffs have been required to employ attorneys to prosecute this action; therefore, they are entitled to recover their attorney's fees and litigation costs from Sebrina.

FOR A FOURTEENTH CAUSE OF ACTION
AGAINST DEFENDANT SEBRINA LEIGH-JONES
(Specific Performance)

149. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 148 herein-above.

150. Plaintiffs have duly performed all of their obligations under the terms of the Stock Subscription Agreement above-referenced.

151. In breach of the terms of the Stock Subscription Agreement, Sebrina has failed and/or refused to pay the purchase price due under the contract as above-referenced.

152. Although Plaintiffs have made demand on Sebrina for payment, she has refused and failed, and continues to refuse and fail, to pay the sums that are now due under the terms of the Stock Subscription Agreement.

153. Plaintiffs have no complete and adequate remedy at law that would be as efficient to attain the ends of justice and its prompt administration as would a decree of specific performance.

154. Paragraph 4 of the Stock Subscription Agreement further entitles Plaintiffs to recover from Sebrina all litigation costs, including attorney's fees, incurred because of Sebrina's breach of the contract. Plaintiffs have been required to employ attorneys to prosecute this action; therefore, they are entitled to recover their attorney's fees and litigation costs from Sebrina.

FOR A FIFTEENTH CAUSE OF ACTION
AGAINST DEFENDANT SEBRINA LEIGH-JONES
(Declaratory Judgment as to Restrictive Covenants)

155. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 154 herein-above.

156. Plaintiffs bring this action pursuant to S.C. CODE ANN. § 15-53-30.

157. Section 11.2.1 of the Shareholders Agreement contains restrictive covenants and other requirements applicable to Sebrina that, *inter alia*, prevent her from directly or indirectly competing with the business of LLH; from owning, investing in, managing, operating, consulting or be employed in a business substantially similar to, or competitive with, the

present business of LLH or such other business activity in which LLH may substantially engage; and from disclosing certain confidential information of LLH for a certain time period and within certain locations as specified in the Shareholders Agreement.

158. Due to the facts, conditions, and circumstances as set forth herein-above, an actual and justiciable controversy has arisen and now exists between Olasov and Sebrina regarding the validity and enforceability of the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement. Declaratory relief is necessary to adjudicate the rights of the parties.

159. Plaintiffs are entitled to a declaratory judgment declaring the rights of the parties and, more specifically, declaring that the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement are reasonable, valid, legal, and enforceable under South Carolina law and that Sebrina is bound by, subject to, and not released from those obligations and requirements. Further, Plaintiffs are entitled to a declaratory judgment declaring that Sebrina's conduct and actions as above-described constitute a material breach or violation of the restrictive covenants.

160. Plaintiffs have no adequate remedy at law.

FOR A SIXTEENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Intentional Interference with Contract)

161. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 160 herein-above.

162. As part of their business operations, Plaintiffs recruited, hired, and entered into contracts with several experienced and qualified real estate agents to generate more sales and earn more commissions for Plaintiffs. Plaintiffs expended considerable resources to recruit, procure,

and hire the real estate agents.

163. Sebrina was aware of and knew about the contracts between Olasov and/or LLH and the real estate agents.

164. Sebrina, in the absence of justification, has intentionally interfered with and intentionally procured the breach of the above-referenced contracts by recruiting, soliciting, and inducing Plaintiffs' agents to leave Plaintiffs, which illegally and wrongfully competes with Plaintiffs. Sebrina has also caused other real estate agents to terminate their contracts and cease working with Plaintiffs and to go work for other brokers.

165. Sebrina induced the real estate agents to terminate their contracts with Plaintiffs. Sebrina's actions have prevented Plaintiffs from receiving the benefits under their contracts with the real estate agents. The loss of the real estate agents seriously impairs Plaintiffs' abilities to generate sales and earn commissions.

166. Sebrina intentionally committed the foregoing acts despite her knowledge of the existing contractual relationships between Plaintiffs with the real estate agents.

167. Sebrina intentionally interfered with Plaintiffs' existing contractual relations without justification, for an improper purpose, and by improper methods. In particular, Sebrina's actions and conduct constitute violations of her fiduciary duties and duty of loyalty, violate her contractual obligations owed to Plaintiffs (including the restrictive covenants in the Shareholders Agreement), involve a civil conspiracy to cause harm to Plaintiffs, and constitute unfair competition and deceptive trade practices.

168. Chris, LSG, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the tortious conduct described above. As such, Chris, LSG, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that

caused injury and damage to Plaintiffs.

169. As a proximate result of Defendants' intentional interference with Plaintiffs' contracts with the real estate agents, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

170. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A SEVENTEENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS

(Intentional Interference with Prospective Economic Advantage)

171. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 170 herein-above.

172. Sebrina was aware that Plaintiffs were in the process of recruiting and attempting to hire and enter into contracts with additional real estate agents to generate more sales and earn more commissions for Plaintiffs.

173. Plaintiffs had a reasonable business expectation of hiring and entering into contracts with additional real estate agents. Sebrina was aware of this reasonable expectation. Sebrina was aware that Plaintiffs were seeking additional real estate agents to generate more sales and commissions.

174. Sebrina, in the absence of justification, has intentionally interfered with Plaintiffs' prospective contractual relations by recruiting and soliciting the real estate agents and inducing them not to work for Plaintiffs, which illegally and wrongfully competes with Plaintiffs.

175. Sebrina intentionally interfered with Plaintiffs' prospective contractual relations without justification, for an improper purpose, and by improper methods. In particular, Sebrina's actions and conduct constitute violations of her fiduciary duties and duty of loyalty, violate her contractual obligations owed to Plaintiffs (including the restrictive covenants in the Shareholders Agreement), involve a civil conspiracy to cause harm to Plaintiffs, and constitute unfair competition and deceptive trade practices.

176. Chris, LSG, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the tortious conduct described above. As such, Chris, LSG, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

177. As a proximate result of Defendants' intentional interference with Plaintiffs' prospective contractual relations with the real estate agents, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

178. In doing the acts alleged above, Defendants acted willfully, maliciously,

recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiffs pray that this Honorable Court grant them judgment against the Defendants as follows:

(a) awarding actual, compensatory, consequential, special, and incidental damages as shown by the evidence;

(b) granting an injunction forever restraining and enjoining the Defendants and their agents, employees, or instrumentalities from using or causing to be used in any business of theirs in South Carolina the tradenames of “Luxury Land and Homes, Inc.,” “LLH,” or “LLH Properties,” and associated trademarks, graphic logos, designs, and depictions of a wrought iron gate, including the derivative trademarks, graphic logos, designs, and depictions used by Luxury Simplified, LLC, and an injunction forever restraining and enjoining Defendants and their agents, employees, or instrumentalities from using the Internet Data Exchange to populate MLS listings on any LSG website;

(c) granting an injunction forever restraining and enjoining the Defendants and their agents or employees from breaching their contractual and/or fiduciary duties and obligations under the Stock Subscription Agreement and Shareholders Agreement, the restrictive covenants contained therein, and the common-law;

(d) for an order declaring that the Defendants holds the profits, funds, assets, and/or property misappropriated from the Plaintiffs in trust for the Plaintiffs’ benefit;

(e) for an order declaring that the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement are reasonable, valid, legal, and enforceable under South Carolina law, that Defendant Sebrina Leigh-Jones is bound by, subject to, and not

released from those obligations and requirements, and that Defendant Sebrina Leigh-Jones's conduct and actions as above-described constitute a material breach or violation of the restrictive covenants;

(f) for an order compelling the Defendants to account for all profits, funds, assets, and/or property of the Plaintiffs which they received by virtue of the above-referenced misappropriations; any income, profits, interest, or other financial benefit derived from such profits, funds, assets, and/or property; and/or the reasonable value of the profits, funds, assets, and/or property previously disposed of by the Defendants;

(g) for an order requiring the Defendants to forfeit, return, and/or turn over to the Plaintiffs any and all compensation, profits, revenue, or earnings received by the Defendants as a result of or by virtue of the breaches of fiduciary duties and/or duty of loyalty owed to the Plaintiffs;

(h) for an order requiring the Defendants to return and turn over to the Plaintiffs any and all confidential or proprietary information, records, data, files, software, hardware, materials, furniture, computers, and property belonging to the Plaintiffs;

(i) requiring Defendant Sebrina Leigh-Jones to specifically perform her obligations under the Stock Subscription Agreement;

(j) awarding the Plaintiffs punitive, exemplary, statutory, and/or treble damages as permitted by law;

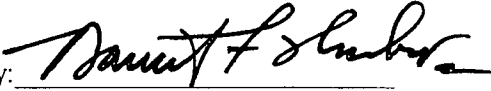
(k) awarding the Plaintiffs pre-judgment and post-judgment interest as allowed by law;

(l) awarding the Plaintiffs reasonable attorneys' fees;

(m) awarding costs and disbursements of this action to the Plaintiffs; and

(n) granting to the Plaintiffs such other legal and equitable relief as this Court shall deem just and proper.

ROSEN, ROSEN & HAGOOD, LLC

By: 

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Charleston, South Carolina
October 21, 2013.

ATTORNEYS FOR PLAINTIFFS

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the South Carolina Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury in this action for all issues so triable.

EXHIBIT 1

Stock Subscription Agreement

[A copy of this document is located in the Appendices at Pages 0065-0077]

RECEIVED
SEP 10 2014
SC Court of Appeals

EXHIBIT 2

Amended & Restated Shareholders Agreement

[A copy of this document is located in the Appendices at Pages 0078-0092]

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-6162

LUXURY LAND AND HOMES, INC.)
and EVE F. OLASOV,)
Plaintiffs,)

-vs-

SEBRINA LEIGH-JONES; CHRIS)
LEIGH-JONES; LUXURY SIMPLIFIED,)
LLC; BRIDGE CHARLESTON)
INVESTMENTS, LLC; and LUXURY)
SIMPLIFIED REAL ESTATE, INC.,)
Defendants.)

AMENDED COMPLAINT

(Jury Trial Demanded)

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2013 NOV 14 PM 2:50

FILED

TO: DEFENDANTS ABOVE-NAMED:

The Plaintiffs Luxury Land and Homes, Inc. and Eve F. Olasov (hereinafter "Plaintiffs"),
complaining of the Defendants named herein, hereby allege and state as follows:

PARTIES

1. At all times pertinent herein, Plaintiff Luxury Land and Homes, Inc. was and is a South Carolina statutory close corporation (hereinafter "LLH") with its principal place of business in the County of Charleston, State of South Carolina.

2. At all times pertinent herein, Plaintiff Eve F. Olasov (hereinafter "Olasov") was and is an adult citizen and resident of Charleston County, State of South Carolina.

3. Upon information and belief, at all times pertinent herein, Defendant Sebrina Leigh-Jones (hereinafter "Sebrina") was and is an adult citizen and resident of the County of Charleston, State of South Carolina, and at all pertinent times was and is an owner, member, manager, officer, employee, and/or agent of Defendants Luxury Simplified, LLC; Luxury

Simplified Real Estate, Inc.; and Bridge Charleston Investments, LLC. At all times pertinent herein, in personally committing and/or participating in the acts and/or omissions alleged herein, Sebrina was acting as the owner, member, manager, officer, employee, and/or agent of Defendants Luxury Simplified, LLC; Luxury Simplified Real Estate, Inc.; and Bridge Charleston Investments, LLC, was acting within the course and scope of her employment and agency and with express or implied consent or permission of said Defendants, was carrying on and furthering the business interests of said Defendants, and/or was acting in her individual capacity and in furtherance of her own personal interests.

4. Upon information and belief, at all times pertinent herein, Defendant Chris Leigh-Jones (hereinafter "Chris") was and is an adult citizen of a country other than the United States of America. Further upon information and belief, Chris resides or is domiciled in the County of Charleston, State of South Carolina, and at all pertinent times was and is an owner, member, manager, officer, employee, and/or agent of Defendants Luxury Simplified, LLC; Luxury Simplified Real Estate, Inc.; and Bridge Charleston Investments, LLC. At all times pertinent herein, in personally committing and/or participating in the acts and/or omissions alleged herein, Chris was acting as the owner, member, manager, officer, employee, and/or agent of Defendants Luxury Simplified, LLC; Luxury Simplified Real Estate, Inc.; and Bridge Charleston Investments, LLC, was acting within the course and scope of his employment and agency and with express or implied consent or permission of said Defendants, was carrying on and furthering the business interests of said Defendants, and/or was acting in his individual capacity and in furtherance of her own personal interests.

5. At all times pertinent herein, Chris and Sebrina were and are husband and wife.

6. Defendant Luxury Simplified, LLC (hereinafter "LSG"), operating under the

tradenames "Luxury Simplified" and "Luxury Simplified Group," is a limited liability company organized and existing under the laws of the state of South Carolina. Further upon information and belief, LSG is wholly owned, controlled, operated, financed, and managed by Sebrina and/or Chris.

7. Defendant Luxury Simplified Real Estate, Inc. (hereinafter "LSRE"), also operating under the tradenames "Luxury Simplified" and "Luxury Simplified Group," is a corporation organized and existing under the laws of the state of South Carolina. Further upon information and belief, Sebrina and/or Chris own, control, operate, finance, or manage LSRE in whole or in part or are otherwise affiliated with LSRE.

8. Defendant Bridge Charleston Investments, LLC (hereinafter "BCI") is a limited liability company organized and existing under the laws of the state of South Carolina. Further upon information and belief, BCI is wholly owned, controlled, operated, financed, and managed by Sebrina and/or Chris.

JURISDICTION AND VENUE

9. All of the Defendants, either themselves individually or through their agents, servants, and/or employees, conduct business in Charleston County, State of South Carolina.

10. The causes of action in this matter arose from business dealings by and among the parties in Charleston County, State of South Carolina.

11. The Charleston County Court of Common Pleas is the proper venue for this case.

FOR A FIRST CAUSE OF ACTION **AGAINST ALL DEFENDANTS**

(Temporary Restraining Order/Preliminary and Permanent Injunction)

12. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 11 herein-above.

13. At all pertinent times, Olasov was and is a real estate broker licensed by the State of South Carolina. She has been licensed as a real estate salesperson since 1988 and as a real estate broker since 2003. She became a broker in charge in 2004.

14. At all pertinent times, Olasov is and was the founding owner, principal, and shareholder of LLH, holding 100 shares of the 1000 authorized shares of common stock of LLH, which are fully paid and non-assessible. LLH was formed by Olasov in 2004.

15. At all pertinent times, LLH was and is in the business of residential and commercial real estate brokerage and related activities. LLH's focus is high-end residential properties in the tri-county area of Charleston, Dorchester, and Berkeley Counties, South Carolina.

16. Olasov has acted as the broker in charge for LLH for approximately nine years. LLH's real estate brokerage license is attached to or associated with Olasov's license.

17. Over the course of many years, Plaintiffs have spent considerable time, effort, and money in building up the business, securing clientele, and creating good will. LLH used and uses the trademarks "Luxury Land and Homes, Inc.," "LLH," and "LLH Properties" and associated graphic logos, designs, and depictions of a wrought iron gate. Olasov also developed, maintained, and controlled various internet sites for the promotion of LLH and the cultivation of potential customers. The internet sites used LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate.

18. LLH is the original owner of the tradename, trademarks, and design referred to above and the name has definitely acquired, in the minds of the public, a secondary meaning apart from its primary and generic significance, and has become a distinctive name and tradename denoting to the eye and mind of the public the existence of care, skill, integrity,

reliability, and individuality as a residential and commercial real estate brokerage, resulting in a reputation for excellence and high quality throughout South Carolina. Due to such reputation and public awareness, Plaintiffs have established considerable good will in connection with the corporate tradename, trademarks, and design referred to above.

19. Plaintiffs' good will, clients, employees, agents, trade secrets, trademarks, and other proprietary and confidential data and information were, and are, of great value to Plaintiffs.

20. Olosov met Sebrina and Chris in connection with their purchase of residential and commercial properties for their relocation to Charleston from the United Kingdom. Plaintiffs thereafter represented Sebrina and Chris in their purchase of several properties and in the inspection and negotiation of several others.

21. Sebrina and Chris subsequently expressed an interest to Olosov for Sebrina to become a real estate salesperson, which is an area in which Sebrina had no prior professional experience, and for Sebrina to acquire an ownership interest in LLH. Thereafter, over the course of several months, Olosov and Olosov's brother (David M. Olosov) participated in negotiations with Sebrina, Chris, and their attorney involving Sebrina's agreement to subscribe to purchase shares in LLH.

22. On or about October 26, 2012, for valuable consideration, Olosov, Sebrina, and LLH executed and entered into a written "Stock Subscription Agreement" (hereinafter "Stock Subscription Agreement") and a written "Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc." (hereinafter "Shareholders Agreement"), such Agreements being treated as having been effective as of October 1, 2012. True and correct copies of the Stock Subscription Agreement and Shareholders Agreement are attached hereto and incorporated herein by reference as "Exhibit 1" and "Exhibit 2," respectively.

23. Under the terms of the Stock Subscription Agreement, Sebrina subscribed to purchase 100 shares of LLH subject to the terms and provisions of the parties' contracts. Pursuant to this contract, Sebrina agreed to accept stock in LLH in the amount of 100 shares upon her full payment of the purchase price as set forth in the Stock Subscription Agreement.

24. As a result of the transaction memorialized in the parties' contracts, Sebrina and Olasov are each certificate owners of 50% of the issued and outstanding shares of LLH subject to the terms and provisions of the parties' contracts, although Sebrina's shares are held in escrow pursuant to the provisions of S.C. CODE ANN. § 33-6-210(e). Additionally, because Sebrina has failed or refused to pay the full purchase price for her shares in LLH as required by the Stock Subscription Agreement, her shares are assessable.

25. Effective from October 1, 2012, Sebrina and Olasov have been and still are officers and employees of LLH.

26. In or about July of 2012 and prior to the consummation of the contracts above-described, Sebrina undertook steps to become a real estate salesperson licensed by the State of South Carolina and affiliated with LLH. As a result of the foregoing, Olasov has been the broker in charge with supervisory responsibility over Sebrina since July, 2012.

27. By virtue of Sebrina's position with LLH and the parties' contracts, Plaintiffs entrusted and gave Sebrina access to and use of LLH's valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; furniture; and other office equipment. Sebrina became personally acquainted with LLH's methods in conducting its business and with its current, former, and potential agents,

employees, and clients.

28. In consideration of her acquisition of shares in LLH and her being granted access to and use of LLH's valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; furniture; and other office equipment, Sebrina agreed as part of the written Shareholders Agreement, that during her ownership of shares in LLH and for two years following termination of her ownership of shares in LLH, that, *inter alia*, she would refrain from directly or indirectly owning, investing in, managing, operating, consulting or being employed in a business substantially similar to, or competitive with, the present business of LLH or such other business activity in which LLH may substantially engage; she would keep LLH's data and information strictly confidential; and she would refrain from using LLH's data and information for her own behalf.

29. In reliance upon and based on Sebrina's execution of the Shareholders Agreement and the assurances and covenants expressed therein, Plaintiffs entrusted Sebrina with confidential and proprietary information, trade secrets, and trademarks and expected her cooperation, loyalty, and integrity during her relationship with LLH and after the termination of her relationship in accordance with the terms, provisions, and covenants of the Shareholders Agreement and common-law duties and obligations.

30. Sebrina was, and still is, governed by and subject to the terms, provisions, and covenants of the Shareholders Agreement.

31. While a stock subscriber, officer, and employee of LLH, Sebrina planned, organized, owned, formed, started, managed, and/or operated competing businesses or

companies in Charleston, South Carolina, known as “Luxury Simplified, LLC,” “Luxury Simplified Real Estate, Inc.,” “Luxury Simplified Group,” or “Luxury Simplified” (referred to herein as “LSG” and “LSRE”) and Bridge Charleston Investments, LLC (referred to herein as “BCI”), while utilizing LLH’s confidential or proprietary information, trade secrets, trademarks, facilities, property, and equipment.

32. Upon information and belief, LSG and BCI are wholly owned by Sebrina and Chris. Plaintiffs have no ownership in LSG or BCI.

33. LSG and BCI do not hold a real estate brokerage license. Sebrina herself does not have sufficient experience to qualify for a broker’s license in her own name under South Carolina law. BCI is LLH’s landlord with respect to the premises located at 95 Broad Street, Charleston, South Carolina 29401, which LLH rented from BCI to use as its real estate offices.

34. Upon information and belief, LSRE was formed on or about October 15, 2013, and is owned, controlled, operated, financed, or managed in whole or in part by Sebrina and Chris or otherwise affiliated with them. Plaintiffs have no ownership in LSRE. Upon information and belief, even though BCI rents the premises at 95 Broad Street to LLH, Sebrina and Chris have since turned over possession of the premises to LSRE and LSRE now operates a competing real estate brokerage inside, at, and using LLH’s current office, property, equipment, confidential information, and/or staff. LSRE currently employs or hires salespersons or agents who were prospective agents for LLH. The current licensees affiliated with LSRE were prospective licensees slated to be affiliated with LLH. Sebrina and Chris have given and continue to give a LSRE employee or agent improper and unauthorized access to LLH’s confidential and proprietary accounting information, internal accounting records, trust account records, client information, transactional data, and financial data.

35. After the Stock Subscription Agreement and Shareholders Agreement were executed on October 26, 2012, Plaintiffs have since learned that during the negotiations preceding the closing of those agreements, Sebrina, Chris, and their legal counsel failed to disclose to Olasov or to her brother (David M. Olasov), who participated in the negotiations on behalf of Plaintiffs, among other material omissions, that: (i) it was the Defendants' present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) the Defendants had a present intention that such derivative trademarks would be wholly owned and controlled by companies (including LSG, LSRE, and BCI) wholly owned by the Defendants or otherwise affiliated with them and not LLH; (iii) LLH would be falsely and unlawfully held out to the public as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; and (iv) the Defendants and representatives acting under their sole control would develop in secret from Plaintiffs and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves and other businesses owned and controlled by the Defendants or otherwise affiliated with them (including LSG, LSRE, and BCI) to the Plaintiffs' material detriment.

36. Since Sebrina's execution of the Shareholders Agreement, Plaintiffs have learned that during Sebrina's relationship with LLH as a stock subscriber, officer, and employee of the company, Sebrina has breached and is continuing to breach her duties and obligations owed to Plaintiffs under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time and energy to a competing business she owns; inducing or soliciting LLH's agents to leave LLH

and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses; using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself; falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself, LSG, BCI, or her other businesses; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitor; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business or competing real estate brokerage businesses; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Defendants have made unfair and wrongful use of business advantages acquired from and rightfully belonging to Plaintiffs and continue to do so.

37. Sebrina was encouraged and agreed as part of her contracts with Plaintiffs to develop either or both of two internet domains (www.luxurylandandhomesinc.com and www.llhproperties.com) owned by LLH and intended to be used as LLH corporate websites for the purpose of promoting and marketing LLH and increasing its presence in the community.

However, since Sebrina's execution of the Shareholders Agreement, Plaintiffs have learned that instead of developing LLH's websites, Sebrina and Chris immediately developed the web portals for their own separate businesses (including LSG, LSRE, and BCI). Sebrina and Chris held secret meetings with their own marketing and branding company in the United Kingdom to develop LSG's business and excluded Olasov from these meetings. Unknown to Olasov at the time, before the closing for the Stock Subscription Agreement had even occurred, Sebrina and Chris already had in place a new web identity, marketing plan, and hierarchy of companies for their own businesses (including LSG, LSRE, and BCI), which information they withheld from Olasov. Sebrina and Chris used this hierarchy of companies to falsely represent and publicly portray LSG as being LLH's "parent company" and to falsely relegate LLH as a mere division or subsidiary of LSG. Sebrina and Chris further refused to allow LLH's website address to be promoted on LLH's marketing materials, but instead diverted LLH's website traffic to LSG's or LSRE's websites.

38. Since Sebrina's execution of the Shareholders Agreement, Plaintiffs have also learned that Sebrina, Chris, and others acting under their sole control secretly developed and pursued plans to wrest control of LLH from Olasov, by among other means, (i) improperly and unlawfully diverting brokerage business to other brokerage firms; (ii) advising customers, staff, and the real estate brokerage community, in words or substance, that Olasov was leaving the company; (iii) encouraging Terri Seignious, a long-standing real estate broker affiliated with LLH, to disaffiliate and to form a new real estate brokerage firm funded in whole or in material part by business and business opportunities wrongfully diverted by Sebrina, Chris, and their co-conspirators; (iv) failing and refusing to pay the subscription price required by the Subscription Agreement; (v) allocating to LLH expenses of LSG, BCI, and other entities owned and

controlled by Sebrina and Chris; (vi) forcing LLH to abandon a valuable office lease at 111 East Bay Street, in which LLH had invested materially in improvements thereto, and to take space in a building owned by Sebrina and Chris (located at 95 Broad Street) in which the identity of LLH would be subordinated to LSG and LSRE; and (vi) incurring other expenses which had as their ultimate purpose causing LLH to be without sufficient funds to execute the business plan that Sebrina and Olasov had negotiated.

39. Sebrina and Chris expensed or allocated to LLH substantial costs and expenses incurred for their development of the LSG website and marketing, despite promising Olasov they would do exactly the opposite. Sebrina further refused to make her required payments due under the Stock Subscription Agreement in cash to LLH's operating account, but instead made false and bogus journal entries in LLH's books attributing LSG's or her own business's costs and expenses to LLH and asserting that Sebrina's and Chris's payment of these costs and expenses (which were their own responsibility) acted to reduce the amount which Sebrina owes under the Stock Subscription Agreement. Sebrina and Chris aggressively attributed and charged LSG's or their own business's costs and expenses to LLH in an effort to deplete LLH's funds and render LLH financially insolvent and used same as the basis for announcing that LLH is out of money and to falsely contend that Sebrina made her payments due under the Stock Subscription Agreement. These actions financially crippled LLH and have effectively deprived Olasov of the funding needed to implement LLH's marketing goals and priorities. Sebrina and Chris have stated to a former LLH sales agent that there will come a time when LLH will require additional funding from its shareholders and if Olasov is unable to come up with her portion, then they intend to take her shares in LLH.

40. Realizing the monetary and commercial value of the LLH tradename and

associated graphic logos, designs, and depictions, and realizing that a similar corporate or tradename, or the use of the principal words of LLH's corporate or tradename, would tend to confuse and deceive the public into believing that the persons or corporations using the similar name and advertising were in fact the same as, or connected with, LLH, Sebrina and Chris formed BCI, LSG, and LSRE and began misappropriating to them the LLH tradename and associated graphic logos, designs, and depictions, thereby depriving Plaintiffs of the benefit of the good will associated with the tradename, trademarks, and designs. Upon information and belief, BCI initially asserted ownership of the tradename and associated graphic logos, designs, and depictions rightfully belonging to LLH and purportedly later transferred same to LSG or LSRE.

41. Notwithstanding LLH's ownership of the LLH tradename and associated graphic logos, designs, and depictions of a wrought iron gate, Sebrina and Chris created, displayed, and utilized trademarks, trade dress, and promotional materials for BCI, LSG, and/or LSRE that are identical to those associated with and used by LLH and that are derivative of the LLH tradename and associated graphic logos, designs, and depictions. Sebrina forced LLH to use the derivative logos, designs, and depictions. As a result the derivative marks used by LLH, LSG, and BCI created confusion in the public and the realtor communities. It was Sebrina's intent and purpose to create such confusion and to blur the identity of LLH as a separate brokerage business. The tradename and design for LSG and/or BCI are so similar to LLH's tradename and design that prospective customers are likely to be confused as to ownership of the respective business. Plaintiffs have not authorized Defendants to use the tradename, trademarks, and design referred to above.

42. While Sebrina was a stock subscriber, officer, and employee of LLH and/or was

using LLH's offices, facilities, property, trademarks, and equipment, Sebrina and Chris created, posted, and/or maintained an internet website for LSG that advertised LSG's business operations in the Charleston, Berkeley, and Dorchester Counties of South Carolina that are identical to and which directly compete with the business of LLH. LSG's website uses trademarks and designs that are identical to those used by LLH. In communications to which Plaintiffs were intended to be excluded, Sebrina and Chris expressed to others that their only "competition" on Google is www.luxurylandandhomes.com itself, which is LLH's own corporate website.

43. Within a month of Sebrina's execution of the Stock Subscription Agreement, without prior consultation with or approval from Olasov, Sebrina and Chris announced to other real estate salespeople affiliated with LLH that all marketing would be done under the rubric of "Luxury Simplified" and the "Luxury Simplified Group" and that LLH would be identified as a "division" or the "brokerage arm" of LSG.

44. Upon information and belief, Sebrina was and is an owner, member, officer, employee, manager, and/or affiliate of LSG, LSRE, and BCI at the same time that she has been a stock subscriber, officer, and employee of LLH and she has conducted business operations on behalf of LSG, LSRE, and BCI in South Carolina, including the Counties of Charleston, Berkeley, and Dorchester. Several former agents or employees of LLH have been and are now agents, employees, and/or affiliates of LSG and LSRE. LSG and LSRE have conducted and continue to conduct business operations that are identical to the business of LLH. LSG and LSRE compete with or are attempting to compete with LLH's business operations.

45. Upon information and belief, while a stock subscriber, officer, and employee of LLH and while using LLH's offices, facilities, property, trademarks, and equipment, Sebrina posted information on several internet websites, placed advertisements, created business

brochures, and/or placed business signage on behalf of LSG and LSRE in the Charleston, Berkeley, and Dorchester Counties of South Carolina that promoted LSG's and LSRE's business operations in competition with LLH.

46. LSG's website and internet postings have illegally promoted MLS listings with LSG as being the purported real estate broker and real estate agency. LSG's internet site previously falsely identified as "realtors" at least one person who was not licensed as a real estate salesperson and could not be registered as a realtor under South Carolina law. LSG's website also falsely listed as a "construction contractor" another individual who is likewise unlicensed. Without Olasov's approval or consent, Sebrina and Chris have falsely described LLH on LSG's websites and other advertising materials as being a "division," "arm of," and "broker" of LSG. Sebrina and Chris have created LSG's website and used LLH's tradename and associated graphic logos, designs, and depictions of a wrought iron gate so as to confuse and mislead the public to conclude that LLH approves and controls the content of the LSG site, which is false.

47. Through LSG's internet website, Sebrina, Chris, and LSG are using LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate without the authorization of Olasov or LLH in a way that has caused public confusion as LLH's association with, affiliation with, or sponsorship of LSG's website and the services provided on such website.

48. Sebrina's and Chris's intentional blurring or melding of LSG's trademarks, trade dress, and promotional materials with LLH's trademarks, trade dress, and promotional materials infringes upon LLH's trademarks, improperly competes with LLH, illegally conflates and confuses LLH with LSG, and disregards South Carolina's regulatory requirements governing real estate brokers and salespersons, which require the clear identification of the real estate

brokerage firm offering its services in all promotional materials, including signage at properties offered for sale or lease and in internet sites.

49. Plaintiffs have no control over LSG's websites or internet postings.

50. Further upon information and belief, while a stock subscriber, officer, and employee of LLH, Sebrina solicited LLH's existing and potential agents and customers for business on behalf of her competing businesses (LSG and LSRE) while using LLH's confidential information, facilities, property, trademarks, and equipment. Upon information and belief, Sebrina is using her knowledge of LLH's agents, customers, clients, trade secrets, and other proprietary and confidential information for the purpose of contacting and inducing or attempting to induce LLH's current, former, and/or potential agents or customers to work for or grant their patronage to Sebrina's own businesses instead of to LLH. While a stock subscriber, officer, and employee of LLH, Sebrina has been and is actively engaging in the business of residential and commercial real estate brokerage and related activities that are in direct competition with LLH. In furtherance of the foregoing, and to diminish the brokerage revenues received by LLH, Sebrina and Chris agreed to use the brokerage services of other firms to conduct business for the account of Sebrina and Chris and for customers of Sebrina and Chris, in violation of contractual undertakings to LLH and in breach of core understandings with Olasov that all such business would be directed to LLH.

51. Olasov has further discovered that Sebrina has diverted or misappropriated funds of LLH and wrongfully caused LLH to expend large sums of money to pay various expenses of LSG, BCI, or other businesses which Sebrina and Chris own, control, or are otherwise affiliated with and to pay other obligations owed by LSG, BCI, and Sebrina's own businesses, including payments made to create a new business name, logo, advertisements, and promotional materials

for LSG; to obtain, create, and develop a new internet domain name and website used by LSG; and to hire and pay salaries of office staff and personnel who worked for LSG, BCI, and her other businesses. The payment of these expenses and obligations do not benefit LLH, but benefit the businesses owned by Sebrina and Chris, including LSG and BCI.

52. Sebrina has further wasted and dissipated the funds, property, and assets of LLH through neglect or failure to perform her duties as an officer and employee of LLH, including her actions in causing LLH to relinquish its lease, office space, and related improvements at 111 East Bay Street, Charleston, South Carolina; her procurement of an expensive new office location at 95 Broad Street, Charleston, South Carolina, that is unsuitable or undesirable for use as a real estate brokerage office; her purchase of new computers that are incompatible with systems used by real estate brokerages; her destruction, damage, or loss of office furniture, artwork, and other personal property belonging to LLH; and her waste of new signage that Olasov was requested to obtain for the new office location at 95 Broad Street.

53. Sebrina has misappropriated tangible personal property of LLH for the use of LSG, BCI, LSRE, and other businesses owned and operated by Sebrina and Chris in Charleston and in the United Kingdom. LSG, LSRE, and BCI further unilaterally took over possession of various books, records, and tangible property belonging to Plaintiffs, including trust account statements and other escrow records, and have refused to return same to Plaintiffs despite demands for their return.

54. Olasov has called to Sebrina's attention her violations of her contractual covenants and fiduciary and common-law obligations. Additionally, Olasov has demanded that Sebrina and Chris discontinue the use of the above tradename and design owned by LLH, but they have failed or refused to do so. The existence of Sebrina's contractual commitments and

fiduciary obligations has been communicated to her and demand has been made that she cease and desist in the prohibited conduct. Sebrina has failed and/or refused to comply with these demands.

55. Chris, LSG, LSRE, and BCI knowingly participated, either as direct wrongdoers or as aiders and abettors, in Sebrina's violations of her contractual covenants and fiduciary and common-law obligations as described herein-above. As such, Chris, LSG, LSRE, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

56. Plaintiffs' reputations have been and are now greatly damaged as a result of the Defendants' use of the above tradename and design.

57. As a direct and proximate result of the Defendants' conduct and actions, Plaintiffs have suffered and will continue to suffer in the future great and irreparable harm in the form of unfair and wrongful competition, trademark infringement, unauthorized use and disclosure of confidential and proprietary information and trade secrets, lost customers and clientele, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. The harm to Plaintiffs is difficult to determine precisely and thus, unless a temporary restraining order and a preliminary and permanent injunction are granted, the Defendants' continued actions and conduct in breach of the Shareholders Agreement and their common-law duties will cause irreparable harm to Plaintiffs.

58. In the Shareholders Agreement, Sebrina expressly acknowledged that, in the event of any breach of the agreement by her, irreparable harm will occur to Plaintiffs and they will be entitled to obtain a preliminary and permanent injunction to restrain any actual or threatened breach of the non-competition provision, without proof of actual monetary damage, and that any

such violation or threatened violation of the non-competition provision will cause irreparable injury to Plaintiffs.

59. Pursuant to S.C. R. Civ. Pro. 65, the Defendants' conduct and actions as summarized above entitle Plaintiffs to a temporary restraining order and a preliminary and permanent injunction immediately restraining and enjoining Defendants from further breaches of their duties and obligations owed to Plaintiffs under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law and statutory law of South Carolina.

60. Plaintiffs have no adequate remedy at law or otherwise for the harm or damage done or threatened to be done by Defendants.

FOR A SECOND CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Violation of South Carolina Unfair Trade Practices Act)

61. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 60 herein-above.

62. Defendants are "persons" as defined in S.C. CODE ANN. § 39-5-10(a).

63. The conduct and actions of Defendants as above-described constitute "trade or commerce" within the meaning of S.C. CODE ANN. § 39-5-10 *et seq.*

64. Upon information and belief, the Defendants' conduct and actions as above-described were committed pursuant to and as part of their normal business practices and policies and involve repetitive conduct. Sebrina is a licensed real estate salesperson subject to the laws and regulations of the State of South Carolina. She is regularly engaged in the business of representing buyers, sellers, and other clients in real estate transactions in the State of South Carolina, soliciting buyers and sellers of real estate, providing real estate advice to clients in this state, and advertising and marketing to the public. LSG has falsely held itself out to the public as

being a purported real estate broker and real estate agency. LSRE is a licensed real estate brokerage operating out of the same offices rented by BCI to LLH. Chris and BCI are regularly engaged in the purchase and sale of real estate in South Carolina.

65. Defendants' conduct and actions as above-described adversely impact upon and affect the public interest in that the potential for repetition is present when they deal with other members of the public, including existing or potential agents, customers, and clients. The practices as above-described are unfair, deceptive, capable of recurring, and have actually reoccurred.

66. Defendants' conduct and actions as above-described constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of a trade or commerce within the meaning of S.C. CODE ANN. § 39-5-20(a). Defendants knowingly participated, either as direct wrongdoers or as aiders and abettors, in the conduct constituting a violation of the Act.

67. Defendants' conduct and actions as above-described constitute willful and knowing violations of S.C. CODE ANN. § 39-5-20, in that they knew or should have known that their conduct violated the Act. S.C. CODE ANN. § 39-5-140(a), (d). A person of ordinary prudence engaged in trade or commerce, through the exercise of due diligence, could have and should have ascertained that the above-described conduct violates the Act.

68. Defendants' conduct and actions as above-described caused Plaintiffs to suffer an ascertainable loss of money and property, along with other special, consequential, and incidental damages, and attorney's fees, costs, and expenses incurred in bringing this action. Plaintiffs are therefore entitled to triple their actual damages, costs, reasonable attorney's fees, and such other relief as to the Court seems necessary and proper. S.C. CODE ANN. § 39-5-140(a), (d).

FOR A THIRD CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Trademark Infringement)

69. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 68 herein-above.

70. Defendants' use of the LLH tradename, trademarks, and associated graphic logos, designs, and depictions of a wrought iron gate in the conduct of LSG's, LSRE's, and/or BCI's business and in LSG's, LSRE's, and/or BCI's advertising or promotional materials is a direct infringement, usurpation, and misappropriation of the LLH tradename, trademarks, and associated graphic logos, designs, and depictions and constitutes, and is, unfair competition and trademark infringement under the common-law of South Carolina.

71. As a proximate result of infringement of the LLH tradename, trademarks, and design referred to above, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

FOR A FOURTH CAUSE OF ACTION
AGAINST DEFENDANT SEBRINA LEIGH-JONES
(Breach of Contract/Breach of Covenant of Good Faith & Fair Dealing)

72. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 71 herein-above.

73. As summarized above, Sebrina, Olasov, and LLH executed and entered into a

written Stock Subscription Agreement and Shareholders Agreement.

74. The contracts included an implied covenant of good faith and fair dealing requiring Sebrina to act in all respects in good faith toward Plaintiffs, to do nothing to deprive Plaintiffs of the benefits of the contractual relationships, and to give Plaintiffs full cooperation in the performance of the obligations under the contracts.

75. Plaintiffs performed their obligations in accordance with the contracts.

76. However, Sebrina materially breached the terms of the contracts and the implied covenant of good faith and fair dealing by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time and energy to competing businesses she owns; inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses; using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself or her businesses; falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself or her businesses; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitor; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business or competing real estate brokerage businesses; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's

confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Sebrina was and is making unfair and wrongful use of business advantages acquired from and rightfully belonging to Plaintiffs.

77. As a proximate result of Sebrina's material breaches of the contracts and the implied covenant of good faith and fair dealing, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Sebrina for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

FOR A FIFTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Breach of Fiduciary Duty/Duty of Loyalty)

78. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 77 herein-above.

79. As summarized above, Olasov, Sebrina, and LLH entered into and executed a written Stock Subscription Agreement and Shareholders Agreement. Effective from October 1, 2012, Sebrina and Olasov have been and are each certificate owners of 50% of the issued and outstanding shares of LLH subject to the terms and provisions of the parties' contracts, although Sebrina's shares are held in escrow pursuant to the provisions of S.C. CODE ANN. § 33-6-210(e). Additionally, because Sebrina has failed or refused to pay the full purchase price for her shares

in LLH as required by the Stock Subscription Agreement, her shares are assessable. Effective from October 1, 2012, Sebrina and Olov also have been and still are officers and employees of LLH.

80. At all pertinent times, LLH was and is in the business of residential and commercial real estate brokerage and related activities.

81. By virtue of Sebrina's relationship and position with Plaintiffs, Sebrina was entrusted with and given access to and use of Plaintiffs' valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; and other office equipment.

82. By the nature of the relationship between Sebrina, Olov, and LLH, Sebrina stood in a position of trust and confidence to Plaintiffs. Plaintiffs reposed special trust and reliance upon Sebrina. Plaintiffs reasonably believed that Sebrina was acting and had acted in the interests of Plaintiffs and not on her own behalf.

83. Sebrina owed Plaintiffs fiduciary duties and/or a duty of loyalty which required Sebrina to remain faithful to the interests of Plaintiffs throughout the term of their relationship and not to act contrary to the interests of Plaintiffs. The duty of loyalty prohibited Sebrina from aiding a competitor, or competing herself with Plaintiffs while a stock subscriber, officer, and employee of LLH and required Sebrina to refrain from disloyal acts looking to competition or future competition with Plaintiffs. In equity and good conscience, Sebrina was bound to act in good faith and with due regard to the interests of Plaintiffs.

84. However, since becoming a stock subscriber, officer, and employee of LLH,

Sebrina has taken and is taking advantage of the special or confidential relationship existing between her and Plaintiffs to the Plaintiffs' detriment. Since becoming a stock subscriber, officer, and employee of LLH, Sebrina breached her fiduciary duty and/or duty of loyalty owed to Plaintiffs by, *inter alia*, misappropriating LLH's trademarks and designs; diverting her time and energy to competing businesses she owns; inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses; using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself; falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH; competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement; aiding LLH's competitor; soliciting business from LLH's customers or potential customers; using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business or competing real estate brokerage businesses; usurping and misappropriating LLH's assets, property, and business opportunities; misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or disclosing and/or using LLH's confidential or proprietary information to compete with LLH.

85. All of Sebrina's actions as described herein-above were clear breaches of the

duties of loyalty and good faith and fair dealing that she owed and continues to owe to Plaintiffs. Sebrina, all while a stock subscriber, officer, and employee of LLH, in preferring her own personal interests to that of Plaintiffs, has breached and continues to breach her fiduciary duties to Plaintiffs.

86. Chris, LSG, LSRE, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the conduct constituting a breach of fiduciary duty and/or the duty of loyalty. As such, Chris, LSG, LSRE, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

87. Plaintiffs have lost revenues and profits on account of the Defendants' actions.

88. As a proximate result of the breaches of fiduciary duties and/or duty of loyalty owed to Plaintiffs, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

89. Plaintiffs are further entitled to an order requiring Defendants to forfeit, return, and/or turn over to Plaintiffs any and all compensation, profits, revenue, or earnings received by Defendants as a result of or by virtue of the breaches of fiduciary duties and/or duty of loyalty owed to Plaintiffs.

90. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs

are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A SIXTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Fraud in Inducement)

91. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 90 herein-above.

92. During the negotiations preceding the closing of the Subscription Agreement and the Shareholders Agreement on October 26, 2012, Sebrina and Chris withheld and/or failed to disclose to Olasov or to her brother (David M. Olasov), who participated in the negotiations on behalf of Plaintiffs, among other material omissions, that: (i) it was Sebrina's and Chris's present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) Sebrina and Chris had a present intention that such derivative trademarks would be wholly owned and controlled by companies wholly owned by or otherwise affiliated with them (including LSG, LSRE, and BCI) and not LLH; (iii) Sebrina and Chris planned to falsely and unlawfully hold out LLH to the public as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; (iv) Sebrina, Chris, and representatives acting under their sole control planned to develop in secret from Plaintiffs and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves; and (v) Sebrina and Chris had a present intention to wrest control of LLH from Olasov.

93. At the time of the above-referenced representations, omissions, or failures to disclose, Sebrina and Chris had knowledge of their falsity or recklessly disregarded their truth or falsity.

94. Sebrina and Chris fraudulently concealed and/or misrepresented to Plaintiffs the truth regarding their present intentions and plans with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their plan to hold out LLH as a mere "division" or "arm" of LSG; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their present intention to wrest control of LLH from Olasov. Sebrina and Chris made the omissions or representations with the intent and for the purpose of inducing Olasov to enter into the contracts with Sebrina.

95. Plaintiffs relied on the truth of and were induced by the misrepresentations, omissions, or failures to disclose in entering into the contracts with Sebrina.

96. At the time that Sebrina and Chris made the representations and Plaintiffs entered into the contracts with Sebrina, Plaintiffs did not know, and had no reason to believe, that the representations of Sebrina and Chris were false or that they failed to disclose material facts.

97. Plaintiffs had a right to rely on the truth of the representations and Sebrina and Chris, knowing that the representations were false and that Plaintiffs were ignorant of their falsity, had a duty to disclose to Plaintiffs the truth and not to misrepresent their plans and intentions with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their intention to hold out LLH as a mere "division" or "arm" of LSG; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their intention to take control of LLH from Olasov. Had Plaintiffs known the truth about Sebrina's and Chris's present intentions and plans, Plaintiffs would not have entered into the contracts with the Sebrina.

98. As a direct and proximate result of Sebrina's and Chris's misrepresentations, concealment, and/or failure to disclose as set forth herein, Plaintiffs have suffered and will

continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

99. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A SEVENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Negligent Misrepresentation)

100. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 99 herein-above.

101. Sebrina and Chris falsely represented, concealed, and/or failed to disclose to the Plaintiffs the truth regarding their present intentions and plans with respect to LLH's trademarks; their creation of derivative trademarks and their ownership of same; their plan to hold out LLH as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; their development and execution of business and marketing plans to misappropriate the business and good will of LLH; and their present intention to wrest control of LLH from Olasov. Among other material omissions, Sebrina and Chris withheld and/or failed to disclose to Olasov or to her brother (David M. Olasov), who participated in the negotiations on behalf of Plaintiffs, that: (i) it was Sebrina's and Chris's present intention to create derivative

trademarks to the trademarks owned by LLH to be known as “the Luxury Simplified Group” and “Luxury Simplified”; (ii) Sebrina and Chris had a present intention that such derivative trademarks would be wholly owned and controlled by companies wholly owned by or otherwise affiliated with them (including LSG, LSRE, and BCI) and not LLH; (iii) Sebrina and Chris planned to falsely and unlawfully hold out LLH to the public as a mere “division” or “arm” of LSG and thereby mislead the public and realtor communities to believe that LSG owns LLH; (iv) Sebrina, Chris, and representatives acting under their sole control planned to develop in secret from Plaintiffs and execute over Olasov’s continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves; and (v) Sebrina and Chris had a present intention to wrest control of LLH from Olasov.

102. Sebrina and Chris made these omissions or misrepresentations in order to secure the financially lucrative contracts with Plaintiffs. At the time of their representations and omissions, Sebrina and Chris knew that they intended to create derivative trademarks to the trademarks owned by LLH to be known as “the Luxury Simplified Group” and “Luxury Simplified,” that they intended such derivative trademarks to be wholly owned and controlled by companies wholly owned by or otherwise affiliated with them (including LSG, LSRE, and BCI) and not LLH, that they intended to falsely and unlawfully hold out LLH to the public as a mere “division” or “arm” of LSG to mislead the public and realtor communities to believe that LSG owns LLH, that they intended to develop in secret from Plaintiffs and execute over Olasov’s continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves, and that they intended to wrest control of LLH from Olasov.

103. Sebrina and Chris had a pecuniary interest in making the above-referenced misrepresentations and in concealing and/or failing to disclose the true facts regarding their present intentions. Induced by Sebrina's and Chris's misrepresentations, concealment, and/or failures to disclose, Plaintiffs entered into the Stock Subscription Agreement and Shareholders Agreement with Sebrina, which generated substantial benefit to Sebrina and Chris.

104. Sebrina and Chris owed a duty of care to see that they communicated truthful information to Plaintiffs.

105. Sebrina and Chris breached their duty of care to Plaintiffs by failing to exercise due care and by negligently making the above-referenced false representations to Plaintiffs.

106. At the time that Sebrina and Chris made the above-referenced false representations or omissions to Plaintiffs and when Sebrina entered into the contracts with Plaintiffs, Plaintiffs did not know, and had no reason to believe, that Sebrina and Chris had misrepresented, concealed, or failed to disclose material facts regarding their present intentions and plans as described above.

107. Plaintiffs relied upon Sebrina and Chris to disclose all material facts known to them concerning their present intentions and plans with respect to LLH as described above. Plaintiffs relied upon Sebrina's and Chris's misrepresentations, concealment, and/or failures to disclose the true facts in deciding to enter into the contracts with Sebrina. Had Sebrina and Chris disclosed the truth regarding their present intentions and plans with respect to LLH as described above, Plaintiffs would not have entered into the contracts with Sebrina.

108. Plaintiffs' reliance upon the misrepresentations, concealment, and/or failure to disclose by Sebrina and Chris, who possessed superior knowledge than Plaintiffs regarding their present intentions and plans with respect to LLH, was justified and reasonable.

109. As a direct and proximate result of Plaintiffs' reliance on Sebrina's and Chris's

misrepresentations, concealment, and/or failure to disclose as set forth herein, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

110. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR AN EIGHTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS

(Breach of Contract Accompanied by Fraudulent Act)

111. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 110 herein-above.

112. As summarized above, Olasov, LLH, and Sebrina entered into contractual relationships as described herein-above.

113. Notwithstanding the contracts between Olasov, LLH, and Sebrina, and the full and complete performance on the part of Plaintiffs as to all that was required of them under said contracts, Sebrina breached the contracts in the manner summarized above and, as a result thereof, Plaintiffs suffered damages.

114. Accompanying the breaches of the aforesaid contracts between Olasov, LLH, and Sebrina, Sebrina committed fraudulent acts constituting dishonesty in fact, unfair dealing, and/or

the unlawful appropriation of Plaintiffs' property by design. Sebrina procured the misappropriation of LLH's trademarks; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's and Chris's own businesses; recruited, hired, and/or solicited for hire LLH's agents, employees, and office personnel to work for Sebrina's and Chris's own businesses; procured the misappropriation and diversion of LLH's agents and customers; usurped and misappropriated LLH's assets, property, and business opportunities for herself; misused LLH's customer and client lists, trade secrets, trademarks, and other proprietary and confidential information to harm Plaintiffs and benefit Sebrina's and Chris's own businesses; converted and misappropriated LLH's profits, income, revenue, and business opportunities; withheld and concealed information from Plaintiffs involving Sebrina's disloyalty and business operations and other conduct in competition with LLH; used staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for Sebrina's and Chris's own businesses; falsely characterized expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations; charged and billed to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself; knowingly withheld and concealed from Olasov material information concerning the operations and assets of LLH; and caused the Stock Subscription Agreement and Shareholders Agreement to be breached and violated.

115. Sebrina committed the above-referenced acts with a fraudulent intent and for the purpose of breaching her contracts with Plaintiffs. The acts committed by Sebrina were done fraudulently, intentionally, and willfully for the purpose of damaging Plaintiffs. Sebrina's dishonesty and unfair dealing accompanied the breaches of the contracts.

116. Chris, LSG, LSRE, and BCI knowingly participated, either as a direct wrongdoer

or as an aider and abettor, in the conduct constituting a breach of contract accompanied by fraud. As such, Chris, LSG, LSRE, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

117. As a direct and proximate result of the fraudulent acts accompanying the breaches of the contracts as aforesaid, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

118. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A NINTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Conversion)

119. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 118 herein-above.

120. As described herein-above, after October 26, 2012, Defendants have taken unauthorized possession of, exercised dominion and control over, and converted to their own use the benefit of Plaintiffs' confidential or proprietary information, customer lists, other client information (including 9 years of client transactions, names, and history), trade secrets, trademarks, equipment, assets, funds, property, business opportunities, and the goodwill and

knowledge that Plaintiffs entrusted to Sebrina.

121. Additionally, Defendants took unauthorized possession of, exercised dominion and control over, and converted to their own personal use various office furniture, artwork, books, records, trust account statements and other escrow records, and other tangible property belonging to Plaintiffs.

122. Defendants' dominion and control over said confidential or proprietary information, customer lists, trade secrets, trademarks, assets, funds, equipment, furniture, artwork, books, records, trust account statements and other escrow records, tangible property, business opportunities, goodwill, and/or knowledge has been to the exclusion of, and in defiance of, the rights of Plaintiffs; has interfered with the rights of Plaintiffs in and to such property; and was without Plaintiffs' permission. Despite due demand for return of their property and/or for Defendants' conduct to cease and desist, Defendants wrongfully failed to return the property to Olasov or LLH and/or failed to cease their actions.

123. Chris, LSG, LSRE, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the tortious conduct described above. As such, Chris, LSG, LSRE, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

124. As a proximate result of Defendants' actions as described above, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of value, loss of use, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the

evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

125. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A TENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Unjust Enrichment/Restitution)

126. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 125 herein-above.

127. Plaintiffs provided training to Sebrina and provided her access to Plaintiffs' confidential or proprietary information, customer lists, other client information (including 9 years of client transactions, names, and history), trade secrets, trademarks, computers, assets, funds, property, business opportunities, and their goodwill and knowledge. As described herein-above, Defendants have misappropriated for their own use the benefit of Plaintiffs' trademarks, confidential or proprietary information, customer lists, trade secrets, computers, assets, funds, property, business opportunities, and the goodwill and knowledge that they entrusted to Sebrina.

128. By virtue of the above, a valuable benefit has been conferred upon Defendants, they have realized that benefit in full, and retention by them of the benefit without paying its value to Plaintiffs would be inequitable and unjust under the circumstances.

129. There is now justly due and owing to Plaintiffs from Defendants the reasonable value of the confidential or proprietary information, customer lists, trade secrets, trademarks, computers, assets, funds, property, business opportunities, goodwill, and knowledge so misappropriated by them in an amount to be determined by the trier of fact.

FOR AN ELEVENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Constructive Trust/Accounting)

130. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 129 herein-above.

131. As described herein-above, Defendants acquired possession and/or ownership of profits, funds, assets, property, and/or business opportunities belonging to Plaintiffs through the misappropriation of their trademarks, confidential or proprietary information, customer lists, trade secrets, computers, property, goodwill, and knowledge; breach of fiduciary duties and/or duty of loyalty; and other misconduct. The profits, funds, assets, property, and/or business opportunities of Plaintiffs thus acquired by Defendants are in equity and good conscience impressed with a trust in favor of Plaintiffs.

132. Since such unlawful misappropriation, Defendants continue to hold such profits, funds, assets, property, and/or business opportunities; have received the income, profits, and/or interest derived therefrom; and/or have received the profits or reasonable value from their subsequent disposal of the funds, assets, property, and/or business opportunities, none of which they have the lawful right or claim to.

133. Olasov is not presently aware of all of the profits, funds, assets, property, and/or business opportunities belonging to Plaintiffs that Defendants have misappropriated to themselves and/or their businesses and is not aware of all of the specific purposes for which Defendants have used said profits, funds, assets, property, and/or business opportunities. Upon information and belief, Defendants used said profits, funds, assets, property, and/or business opportunities to benefit themselves personally and/or their businesses.

134. Defendants have failed or refused to render a proper accounting as to the profits,

funds, assets, property, and/or business opportunities of Plaintiffs that have been misappropriated. Accordingly, the Court should enter an order declaring that Defendants hold the profits, funds, assets, property, and/or business opportunities in trust for the benefit of Plaintiffs; requiring Defendants to account for all profits, funds, assets, property, and/or business opportunities of Plaintiffs which they received by virtue of the above-referenced conduct; requiring Defendants to account for any income, profits, interest, or other financial benefit derived from such funds, assets, property, and/or business opportunities; and requiring Defendants to account for the reasonable value of the funds, assets, property, and/or business opportunities previously disposed of by Defendants or their businesses.

135. Plaintiffs have no adequate remedy at law.

FOR A TWELFTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Civil Conspiracy)

136. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 135 herein-above.

137. Defendants combined and conspired together with each other and with others, with the purpose and intent of injuring Plaintiffs, and intentionally, willfully, wrongfully, and maliciously procured the misappropriation of LLH's trademarks; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's and Chris's own businesses; recruited, hired, and/or solicited for hire LLH's agents, employees, and office personnel to work for Sebrina's and Chris's own businesses; procured the misappropriation and diversion of LLH's agents and customers; usurped and misappropriated LLH's assets, property, and business opportunities; misused LLH's customer and client lists, trade secrets, trademarks, and other proprietary and confidential information to harm Plaintiffs and benefit Sebrina's and Chris's own

businesses; converted and misappropriated LLH's profits, income, revenue, and business opportunities; withheld and concealed information from Plaintiffs involving Sebrina's disloyalty and business operations and other conduct in competition with LLH; used staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for Sebrina's and Chris's own business; falsely characterized expenses incurred in the pursuit of Sebrina's and Chris's personal business interests as being LLH's debts or obligations; charged and billed to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for Sebrina and Chris; and caused the Stock Subscription Agreement and Shareholders Agreement to be breached and violated.

138. Defendants conspired together and in furtherance of the conspiracy planned, organized, owned, formed, started, managed, and/or operated competing businesses or companies; misappropriated LLH's trademarks; utilized Plaintiffs' customer and client lists, trade secrets, and other proprietary and confidential information obtained during Sebrina's relationship with Plaintiffs; induced or solicited LLH's agents to leave LLH and to instead work for Sebrina's and Chris's own businesses; usurped and misappropriated LLH's assets, property, and business opportunities; solicited and/or accepted LLH's customers and/or potential customers for business on behalf of Sebrina's and Chris's competing businesses; and contacted LLH's agents, customers, or potential agents or customers and induced or attempted to induce them to work for or grant their patronage to Sebrina's and Chris's own businesses (LSG and BCI) instead of to Plaintiffs.

139. The conduct of Defendants was malicious, unjustified, and/or otherwise improper and was directed at causing injury and damage to Plaintiffs.

140. Defendants benefited and profited from said conspiracy at the expense of Plaintiffs

and to their detriment and injury.

141. As a direct and proximate result of the afore-mentioned conspiracy, Plaintiffs have suffered, and will continue to suffer, special damages in an amount to be determined by the trier of fact, including but not limited to ruination of a valuable business, injury to plaintiffs' occupation, loss of salespersons or employees, loss of personal property, loss of a valuable real estate location and office, diminished standing and presence in the real estate market, loss of clients, humiliation, emotional distress, stress, inconvenience, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill, along with actual, consequential, and incidental damages. Therefore, Plaintiffs are entitled to compensation from Defendants for their special, actual, compensatory, consequential, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), and punitive damages in an amount to be determined by the trier of fact, together with the costs and expenses incurred in the prosecution of this action.

FOR A THIRTEENTH CAUSE OF ACTION
AGAINST DEFENDANT SEBRINA LEIGH-JONES
(Breach of Stock Subscription Agreement)

142. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 141 herein-above.

143. As discussed above, on or about October 26, 2012, for valuable consideration, Olasov, Sebrina, and LLH executed and entered into a written "Stock Subscription Agreement," a true and correct copy of which is attached hereto as "Exhibit 1," which was treated as having been effective as of October 1, 2012. At that time, LLH was and is a validly incorporated and existing company. The execution of the Stock Subscription Agreement was duly authorized and

approved by LLH and involves validly authorized shares of the company.

144. Paragraph 3 of the Stock Subscription Agreement provides as follows:

Payment of Purchase Price. The Subscriber [Sebrina] shall pay the Purchase Price [\$220,000.00] in one or more installments, with an initial installment of \$50,000, and such additional installments, payment dates and amounts as the Company [LLH] and Subscriber may mutually agree or, failing agreement, in additional monthly installments of \$20,000 per month commencing on November 1, 2012 and continuing monthly until payment in full. Upon the payment of the Purchase Price in full, the Shares will be fully paid and non-assessible.

145. Although Sebrina paid a portion of the purchase price, she has failed and/or refused to pay the remaining balance of the purchase price. She made only a single monthly installment of \$20,000 and improperly claimed as credits amounts that she, LSG, and BCI have expended for their sole benefit, including, without limitation, amounts that Sebrina and Chris repeatedly promised Plaintiffs orally and in writing would be absorbed by Sebrina and amounts for which Sebrina wrongfully reimbursed herself for personal expenditures after she had disclosed to Plaintiffs an intention to separate from the company. There is now due, owing, and payable from Sebrina to Plaintiffs at least the sum of \$92,981.58.

146. A call or demand was made upon Sebrina and notice given to immediately pay the amounts due under the Stock Subscription Agreement.

147. Sebrina materially breached the terms and provisions of the Stock Subscription Agreement by failing and/or refusing to pay the purchase price due under the contract.

148. As a direct and proximate result of Sebrina's breach of the Stock Subscription Agreement, Plaintiffs have been damaged by the nonpayment of the purchase price.

149. Plaintiffs are entitled to compensation from Sebrina for their actual, compensatory, consequential, special, and incidental damages, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A), and costs and expenses incurred in bringing this action, all in an amount to be determined by the trier of fact.

150. Paragraph 4 of the Stock Subscription Agreement further entitles Plaintiffs to recover from Sebrina all litigation costs, including attorney's fees, incurred because of Sebrina's breach of the contract. Plaintiffs have been required to employ attorneys to prosecute this action; therefore, they are entitled to recover their attorney's fees and litigation costs from Sebrina.

FOR A FOURTEENTH CAUSE OF ACTION
AGAINST DEFENDANT SEBRINA LEIGH-JONES
(Specific Performance)

151. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 150 herein-above.

152. Plaintiffs have duly performed all of their obligations under the terms of the Stock Subscription Agreement above-referenced.

153. In breach of the terms of the Stock Subscription Agreement, Sebrina has failed and/or refused to pay the purchase price due under the contract as above-referenced.

154. Although Plaintiffs have made demand on Sebrina for payment, she has refused and failed, and continues to refuse and fail, to pay the sums that are now due under the terms of the Stock Subscription Agreement.

155. Plaintiffs have no complete and adequate remedy at law that would be as efficient to attain the ends of justice and its prompt administration as would a decree of specific performance.

156. Paragraph 4 of the Stock Subscription Agreement further entitles Plaintiffs to recover from Sebrina all litigation costs, including attorney's fees, incurred because of Sebrina's breach of the contract. Plaintiffs have been required to employ attorneys to prosecute this action; therefore, they are entitled to recover their attorney's fees and litigation costs from Sebrina.

FOR A FIFTEENTH CAUSE OF ACTION
AGAINST DEFENDANT SEBRINA LEIGH-JONES
(Declaratory Judgment as to Restrictive Covenants)

157. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 156 herein-above.

158. Plaintiffs bring this action pursuant to S.C. CODE ANN. § 15-53-30.

159. Section 11.2.1 of the Shareholders Agreement contains restrictive covenants and other requirements applicable to Sebrina that, *inter alia*, prevent her from directly or indirectly competing with the business of LLH; from owning, investing in, managing, operating, consulting or be employed in a business substantially similar to, or competitive with, the present business of LLH or such other business activity in which LLH may substantially engage; and from disclosing certain confidential information of LLH for a certain time period and within certain locations as specified in the Shareholders Agreement.

160. Due to the facts, conditions, and circumstances as set forth herein-above, an actual and justiciable controversy has arisen and now exists between Olasov and Sebrina regarding the validity and enforceability of the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement. Declaratory relief is necessary to adjudicate the rights of the parties.

161. Plaintiffs are entitled to a declaratory judgment declaring the rights of the parties and, more specifically, declaring that the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement are reasonable, valid, legal, and enforceable under South Carolina law and that Sebrina is bound by, subject to, and not released from those obligations and requirements. Further, Plaintiffs are entitled to a declaratory judgment declaring that Sebrina's conduct and actions as above-described constitute a material breach or violation of the

restrictive covenants.

162. Plaintiffs have no adequate remedy at law.

FOR A SIXTEENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Intentional Interference with Contract)

163. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 162 herein-above.

164. As part of their business operations, Plaintiffs recruited, hired, and entered into contracts with several experienced and qualified real estate agents to generate more sales and earn more commissions for Plaintiffs. Plaintiffs expended considerable resources to recruit, procure, and hire the real estate agents.

165. Sebrina was aware of and knew about the contracts between Olasov and/or LLH and the real estate agents.

166. Sebrina, in the absence of justification, has intentionally interfered with and intentionally procured the breach of the above-referenced contracts by recruiting, soliciting, and inducing Plaintiffs' agents to leave Plaintiffs, which illegally and wrongfully competes with Plaintiffs. Sebrina has also caused other real estate agents to terminate their contracts and cease working with Plaintiffs and to go work for other brokers.

167. Sebrina induced the real estate agents to terminate their contracts with Plaintiffs. Sebrina's actions have prevented Plaintiffs from receiving the benefits under their contracts with the real estate agents. The loss of the real estate agents seriously impairs Plaintiffs' abilities to generate sales and earn commissions.

168. Sebrina intentionally committed the foregoing acts despite her knowledge of the existing contractual relationships between Plaintiffs with the real estate agents.

169. Sebrina intentionally interfered with Plaintiffs' existing contractual relations without justification, for an improper purpose, and by improper methods. In particular, Sebrina's actions and conduct constitute violations of her fiduciary duties and duty of loyalty, violate her contractual obligations owed to Plaintiffs (including the restrictive covenants in the Shareholders Agreement), involve a civil conspiracy to cause harm to Plaintiffs, and constitute unfair competition and deceptive trade practices.

170. Chris, LSG, LSRE, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the tortious conduct described above. As such, Chris, LSG, LSRE, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged herein that caused injury and damage to Plaintiffs.

171. As a proximate result of Defendants' intentional interference with Plaintiffs' contracts with the real estate agents, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

172. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

FOR A SEVENTEENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS

(Intentional Interference with Prospective Economic Advantage)

173. Plaintiffs repeat, allege, and incorporate by reference as if fully set forth herein their allegations in paragraphs 1 through 172 herein-above.

174. Sebrina was aware that Plaintiffs were in the process of recruiting and attempting to hire and enter into contracts with additional real estate agents to generate more sales and earn more commissions for Plaintiffs.

175. Plaintiffs had a reasonable business expectation of hiring and entering into contracts with additional real estate agents. Sebrina was aware of this reasonable expectation. Sebrina was aware that Plaintiffs were seeking additional real estate agents to generate more sales and commissions.

176. Sebrina, in the absence of justification, has intentionally interfered with Plaintiffs' prospective contractual relations by recruiting and soliciting the real estate agents and inducing them not to work for Plaintiffs, which illegally and wrongfully competes with Plaintiffs.

177. Sebrina intentionally interfered with Plaintiffs' prospective contractual relations without justification, for an improper purpose, and by improper methods. In particular, Sebrina's actions and conduct constitute violations of her fiduciary duties and duty of loyalty, violate her contractual obligations owed to Plaintiffs (including the restrictive covenants in the Shareholders Agreement), involve a civil conspiracy to cause harm to Plaintiffs, and constitute unfair competition and deceptive trade practices.

178. Chris, LSG, LSRE, and BCI knowingly participated, either as a direct wrongdoer or as an aider and abettor, in the tortious conduct described above. As such, Chris, LSG, LSRE, and BCI have accountability as aiders and abettors for the wrongful acts and misconduct alleged

herein that caused injury and damage to Plaintiffs.

179. As a proximate result of Defendants' intentional interference with Plaintiffs' prospective contractual relations with the real estate agents, Plaintiffs have suffered and will continue to suffer in the future actual, compensatory, consequential, special, and incidental damages, including, but not limited to, loss of revenue and/or profits, lost business and sales opportunities, denial of professional standing and reputation, and injury to reputation and business goodwill. Plaintiffs are entitled to compensation from Defendants for their actual, compensatory, consequential, special, and incidental damages as the evidence may show, together with prejudgment interest at the rate of 8.75% per annum pursuant to S.C. CODE ANN. § 34-31-20(A).

180. In doing the acts alleged above, Defendants acted willfully, maliciously, recklessly, and/or wantonly for the purpose of causing injury to Plaintiffs. As a result, Plaintiffs are entitled to an award of punitive damages in an amount to be determined by the trier of fact.

WHEREFORE, Plaintiffs pray that this Honorable Court grant them judgment against the Defendants as follows:

(a) awarding actual, compensatory, consequential, special, and incidental damages as shown by the evidence;

(b) granting an injunction forever restraining and enjoining the Defendants and their agents, employees, or instrumentalities from using or causing to be used in any business of theirs in South Carolina the tradenames of "Luxury Land and Homes, Inc.," "LLH," or "LLH Properties," and associated trademarks, graphic logos, designs, and depictions of a wrought iron gate, including the derivative trademarks, graphic logos, designs, and depictions used by Luxury Simplified, LLC and/or Luxury Simplified Real Estate, Inc., and an injunction forever restraining

and enjoining Defendants and their agents, employees, or instrumentalities from using the Internet Data Exchange to populate MLS listings on any LSG website;

(c) granting an injunction forever restraining and enjoining the Defendants and their agents or employees from breaching their contractual and/or fiduciary duties and obligations under the Stock Subscription Agreement and Shareholders Agreement, the restrictive covenants contained therein, and the common-law;

(d) for an order declaring that the Defendants holds the profits, funds, assets, and/or property misappropriated from the Plaintiffs in trust for the Plaintiffs' benefit;

(e) for an order declaring that the obligations and requirements of the restrictive covenants set forth in the Shareholders Agreement are reasonable, valid, legal, and enforceable under South Carolina law, that Defendant Sebrina Leigh-Jones is bound by, subject to, and not released from those obligations and requirements, and that Defendant Sebrina Leigh-Jones's conduct and actions as above-described constitute a material breach or violation of the restrictive covenants;

(f) for an order compelling the Defendants to account for all profits, funds, assets, and/or property of the Plaintiffs which they received by virtue of the above-referenced misappropriations; any income, profits, interest, or other financial benefit derived from such profits, funds, assets, and/or property; and/or the reasonable value of the profits, funds, assets, and/or property previously disposed of by the Defendants;

(g) for an order requiring the Defendants to forfeit, return, and/or turn over to the Plaintiffs any and all compensation, profits, revenue, or earnings received by the Defendants as a result of or by virtue of the breaches of fiduciary duties and/or duty of loyalty owed to the Plaintiffs;

(h) for an order requiring the Defendants to return and turn over to the Plaintiffs any and all confidential or proprietary information, records, data, files, software, hardware, materials, furniture, computers, and property belonging to the Plaintiffs;

(i) requiring Defendant Sebrina Leigh-Jones to specifically perform her obligations under the Stock Subscription Agreement;

(j) awarding the Plaintiffs punitive, exemplary, statutory, and/or treble damages as permitted by law;

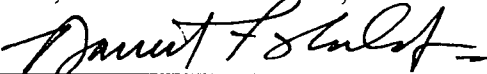
(k) awarding the Plaintiffs pre-judgment and post-judgment interest as allowed by law;

(l) awarding the Plaintiffs reasonable attorneys' fees;

(m) awarding costs and disbursements of this action to the Plaintiffs; and

(n) granting to the Plaintiffs such other legal and equitable relief as this Court shall deem just and proper.

ROSEN, ROSEN & HAGOOD, LLC

By: 

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Charleston, South Carolina

November 14, 2013.

ATTORNEYS FOR PLAINTIFFS

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 38(b) of the South Carolina Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury in this action for all issues so triable.

EXHIBIT 1

Stock Subscription Agreement

[A copy of this document is located in the Appendices at Pages 0065-0077]

EXHIBIT 2

Amended & Restated Shareholders Agreement

[A copy of this document is located in the Appendices at Pages 0078-0092]

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

FILED

IN THE COURT OF COMMON PLEAS

2014 JAN -9 PM 4:40

SEBRINA LEIGH-JONES,

Plaintiff,

vs.

EVE F. OLASOV,

Defendant.

JULIE J. ARMSTRONG
CLERK OF COURT

Case No. 2013-CP-10-04798

BY _____

**PLAINTIFF'S MOTION TO APPOINT
RECEIVER AND/OR CUSTODIAN**

The Plaintiff Sebrina Leigh-Jones, by and through her undersigned attorneys, hereby moves this Honorable Court pursuant to S.C. Code Ann. § 33-14-320 for an Order appointing a Receiver and/or a Custodian to manage the business and affairs of the corporation Luxury Land and Homes, Inc., (hereinafter known as "LLH") for the duration of this action. In short, Defendant Eve F. Olasov and Plaintiff Sebrina Leigh-Jones each own 50% of the outstanding shares of LLH. Due to significant and substantial deadlock on virtually all issues regarding the management of LLH's business and affairs, Sebrina Leigh-Jones filed the Complaint on August 14, 2013 seeking judicial dissolution of LLH. Each party alleges that the other has subverted and/or misappropriated funds of LLH and, therefore, the Court should appoint a Receiver and/or Custodian pursuant to the statute in order to manage the business and affairs of LLH as this lawsuit proceeds.

This motion is supported by the South Carolina Rules of Civil Procedure, applicable case law, any affidavits and/or memoranda submitted in support of the motion at or prior to the time of a hearing on same, and any other such materials the Court may be provided or require.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.
134 Meeting Street, Third Floor (29401)
P. O. Box 340
Charleston, SC 29402-0340

By. _____

Joseph D. Thompson, III

Attorneys for the Plaintiff

January 9, 2014
Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

LUXURY LAND AND HOMES, INC., and EVE
F. OLASOV,

Case No. 2013-CP-10-06162

Plaintiffs,

**SEBRINA LEIGH-JONES MOTION TO
APPOINT RECEIVER AND/OR CUSTODIAN**

vs.

SEBRINA LEIGH-JONES; CHRIS LEIGH-
JONES; LUXURY SIMPLIFIED, LLC; BRIDGE
CHARLESTON INVESTMENTS, LLC; and
LUXURY SIMPLIFIED REAL ESTATE, INC.,

Defendants.

FILED
2014 JAN -9 PM 4:41
CLERK OF COURT
J. ARMSTRONG

The Defendant Sebrina Leigh-Jones, by and through her undersigned attorneys, hereby moves this Honorable Court pursuant to S.C. Code Ann. § 33-14-320 for an Order appointing a Receiver and/or a Custodian to manage the business and affairs of the corporation Luxury Land and Homes, Inc., (hereinafter as "LLH") for the duration of this action. In short, Eve F. Olasov and Defendant Sebrina Leigh-Jones each own 50% of the outstanding shares of LLH. Due to significant and substantial deadlock on virtually all issues regarding the management of LLH's business and affairs, Sebrina Leigh-Jones filed a Complaint on August 14, 2013 (Case No.: 2013-CP-10-04798) seeking judicial dissolution of LLH. Each party alleges that the other has subverted and/or misappropriated funds of LLH and, therefore, the Court should appoint a Receiver and/or Custodian pursuant to the statute in order to manage the business and affairs of LLH as this lawsuit proceeds.

This motion is supported by the South Carolina Rules of Civil Procedure, applicable case law, any affidavits and/or memoranda submitted in support of the motion at or prior to the time of a hearing on same, and any other such materials the Court may be provided or require.

Respectfully submitted,

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Charleston, SC 29402-0340

By: _____

Joseph D. Thompson, III

Attorneys for the Defendants Sebrina Leigh-Jones,
Luxury Simplified, LLC; and Bridge Charleston
Investments, LLC

January 9, 2014
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Sebrina Leigh-Jones,

Plaintiff,

-vs-

Eve F. Olasov,

Defendant.

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-4798

**DEFENDANT'S MOTION FOR
TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION**

FILED
2014 FEB 19 PM 3:20
JULIE J. ARMSTRONG
CLERK OF COURT

TO: DEFENDANTS ABOVE-NAMED:

Pursuant to S.C. R. Civ. Pro. 65, Luxury Land and Homes, Inc. ("LLH") and Eve Olasov ("Olasov"), collectively referred to hereinafter together as the "Plaintiffs", by and through their undersigned Counsel, move this Court for a temporary restraining order and preliminary injunction restraining, enjoining and prohibiting Defendants Sebrina Leigh-Jones, Chris Leigh-Jones, Luxury Simplified, LLC, Bridge Charleston Investments, LLC and Luxury Simplified Real Estate, Inc., their agents, attorneys or other representatives, and all those in active concert or participation with them, including but not limited to Terri Seignious, Mary Swanson, Reid Walker or their agents, attorneys or other representatives from:

- 1) Competing with Luxury Land and Homes, Inc. ("LLH") and Eve Olasov in violation of the Non-Compete Agreement contained in the "Stock Subscription Agreement" (hereinafter "Stock Subscription Agreement") and a written "Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc." (hereinafter "Shareholders Agreement") executed by the parties October 26, 2012, such Agreements being treated as having been effective as of October 1, 2012;

- 2) Taking any action to interfere with the operations of LLH and the real estate activities of Eve Olasov;
- 3) Diversion of additional business and corporate opportunities to themselves, to their agents or other representatives, to third parties or any person or entity the Defendants are either directly or indirectly associated with or that LLH is in competition with, whether directly or indirectly;
- 4) Using any of the trademarks, trade dress (including the associated graphic logos, designs, and depictions of a wrought iron gate LLH used prior to December 2012 and the derivative designs and depictions thereof created and used by LLH thereafter under the direction of the Defendants) , or any likeness, or logo LLH has used, and uses, or with which the Defendants caused LLH to be associated, including the trademarks "Luxury Land and Homes, Inc.," "LLH," "LLH Properties" and "Luxury Simplified" or utilizing any internet sites for the promotion of the real estate brokerage business and the cultivation of potential customers for the direct or indirect benefit of any real estate brokerage company other than LLH;
- 5) Using the website luxurysimplifiedgroup.com to promote any real estate sales under the name LLH or any other real estate firm or using any of the foregoing marks on the site;
- 6) Utilizing an agent real estate website to promote a company other than LLH and not co-mingle or merge Defendants' other companies with LLH on any website.
- 7) Permitting any real estate brokerage company, other than LLH, including Luxury Simplified Real Estate, Inc., from utilizing 95 Broad Street, Charleston, S.C. for

office, meeting or any other purpose or holding itself out as having offices at 95 Broad Street;

- 8) Taking any action, whether publicly or privately, whether claiming or making representations tantamount to a claim or representation, directly or indirectly, that LLH is a “division” of, “affiliated” with, an “arm” of, related to or in any way connected to any of the Defendants;
- 9) Spending any funds of LLH or allocating any expenses to LLH without the written consent of its Broker-in-Charge (“BIC”), Eve Olasov;
- 10) Having access to the books and records of LLH;
- 11) Interfering in any way with the use, occupancy and quiet enjoyment by any of the sales, administrative, other associated personnel of LLH or their existing or prospective customers, of the offices and facilities at 95 Broad Street Defendants heretofore made available to LLH and such other persons following the Defendants’ closure of the East Bay Street store front offices and conference spaces of LLH in 2012, pending the final resolution of this action or until further order of the Court;
- 12) Requiring the immediate return of LLH’s books and records to Eve Olasov as BIC;

This Motion is based on the following:

1. On or about October 26, 2012, for valuable consideration, Eve Olasov, Sebrina Leigh-Jones, and LLH executed and entered into a written “Stock Subscription Agreement” (hereinafter “Stock Subscription Agreement”) and a written “Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc.” (hereinafter “Shareholders Agreement”), in which Sebrina Leigh-Jones was to acquire fifty (50%) percent of the shares in LLH and in which Sebrina agreed that during her ownership of shares in LLH and for two (2)

years following termination of her ownership of shares in LLH, , *inter alia*, she would refrain from directly or indirectly owning, investing in, managing, operating, consulting or being employed in a business substantially similar to, or competitive with, the present business of LLH or such other business activity in which LLH may substantially engage.

2. Within a month of Sebrina's execution of the Stock Subscription Agreement, without prior consultation with or approval from Olasov, Sebrina and Chris Leigh Jones announced to other real estate salespeople affiliated with LLH that all marketing would be done under the rubric of "Luxury Simplified" and the "Luxury Simplified Group" (referred to herein as "LSG") and that LLH would be identified as a "division" or the "brokerage arm" of LSG.

3. The Defendants planned, organized, owned, formed, started, managed, and/or operated competing businesses or companies in Charleston, South Carolina, known as "Luxury Simplified Group" or "Luxury Simplified", "Luxury Simplified Real Estate, Inc." (referred to herein as "LSRE"), Bridge Charleston Investments, LLC (referred to herein as "BCI") as well as e.g., "Bridge Charleston Investments A, LLC" through "Bridge Charleston Investments U, LLC" (the "BCI entities"), with each apparently holding title to various properties closed by Chris and Sebrina Leigh-Jones most of which were without LLH's involvement, and all while utilizing LLH's confidential or proprietary information, trade secrets, trademarks, facilities, property, and equipment.

4. Unbeknownst to Plaintiffs, Sebrina and her husband Chris Leigh-Jones and others acting under their sole control secretly developed and pursued plans to wrest control of LLH from Olasov, by among other means, (i) diverting brokerage business to other brokerage firms; (ii) advising customers, staff, and the real estate brokerage community, in words or substance, that Olasov was leaving the company; (iii) encouraging Terri Seignious, a long-standing real

estate broker affiliated with LLH, to disaffiliate and to form a new real estate brokerage firm funded in whole or in material part by business and business opportunities wrongfully diverted by Sebrina, Chris, and their co-conspirators; (iv) failing and refusing to pay the subscription price required by the Subscription Agreement; (v) allocating to LLH expenses of LSG, BCI, and other entities owned and controlled by Sebrina and Chris; (vi) forcing LLH to abandon a valuable office lease at 111 East Bay Street, in which LLH had invested materially in improvements thereto, and to take space in a building owned by Sebrina and Chris in which the identity of LLH would be subordinated to LSG; and (vi) incurring other expenses which had as their ultimate purpose causing LLH to be without sufficient funds to execute the business plan that Sebrina and Olasov had negotiated.

5. Plaintiffs have since also learned that during the negotiations preceding the closing of the parties' agreements, Sebrina, Chris, and their legal counsel failed to disclose to Olasov or to her brother, David M. Olasov, who participated in the negotiations on behalf of Plaintiffs, among other material omissions, that: (i) it was the Defendants' present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) the Defendants had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies (including LSG, LSRE BCI and the BCI entities) wholly owned by the Defendants and not LLH; (iii) LLH would be falsely and unlawfully held out to the public as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; and (iv) the Defendants and representatives acting under their sole control would develop in secret from Plaintiffs and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to

benefit themselves and other businesses owned and controlled by the Defendants (including LSG, LSRE BCI and LSG, LSRE, BCI and the BCI entities) to the Plaintiffs' material detriment.

6. Plaintiffs have since also learned that Sebrina has breached and is continuing to breach her duties and obligations owed to Plaintiffs under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law by, *inter alia*:

- (i) Misappropriating LLH's trademarks and designs; diverting her time and energy to a competing business she owns;

- (ii) Inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses;

- (iii) Using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself;

- (iv) Falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations;

- (vi) Charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself, LSG, LSRE, BCI and the BCI entities; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH;

- (vii) Competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement;

- (viii) Aiding LLH's competitor;

- (ix) Soliciting business from LLH's customers or potential customers;

(x) Using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business;

(xi) Usurping and misappropriating LLH's assets, property, and business opportunities;

(xii) Misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or

(xiii) Disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Defendants have made unfair and wrongful use of business advantages acquired from and rightfully belonging to Plaintiffs and continue to do so.

7. Sebrina and Chris formed BCI and LSG (and recently formed LSRE) and began misappropriating to them the LLH tradename and associated graphic logos, designs, and depictions, thereby depriving Plaintiffs of the benefit of the good will associated with the tradename, trademarks, and designs. Upon information and belief, BCI initially asserted ownership of the tradename and associated graphic logos, designs, and depictions rightfully belonging to LLH and purportedly later transferred same to LSG (and perhaps recently to LSRE).

8. Notwithstanding LLH's ownership of the LLH tradename and associated graphic logos, designs, and depictions of a wrought iron gate, Sebrina and Chris created, displayed, and utilized trademarks, trade dress, and promotional materials for BCI and/or LSG that are identical to those used by LLH and that are derivative of the LLH tradename and associated graphic logos, designs, and depictions.

9. Through the LSG website, internet, advertisements, social media, signage and print materials, Sebrina, Chris, and LSG are using LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate without the authorization of Olasov or LLH in a way that has caused public confusion as LLH's association with, affiliation with, or sponsorship of LSG's website and the services provided on such website.

10. Further upon information and belief, while a stock subscriber, officer, and employee of LLH, Sebrina solicited LLH's existing and potential agents and customers for business on behalf of her competing business (LSG) while using LLH's confidential information, facilities, property, trademarks, and equipment. Upon information and belief, Sebrina is using her knowledge of LLH's agents, customers, clients, trade secrets, and other proprietary and confidential information for the purpose of contacting and inducing or attempting to induce LLH's current, former, and/or potential agents or customers to work for or grant their patronage to Sebrina's own business instead of to LLH.

11. LSG's website and internet postings have illegally promoted MLS listings with LSG as being the purported real estate broker and real estate agency. LSG's internet site previously falsely identified as "realtors" at least one person who at the time was not licensed as a real estate salesperson and cannot be registered as a realtor under South Carolina law. Without Olasov's approval or consent, Sebrina and Chris have falsely described LLH on LSG's website and other advertising materials as being a "division," "arm of," and "broker" of LSG. Sebrina and Chris have created LSG's website and used LLH's tradename and associated graphic logos, designs, and depictions of a wrought iron gate so as to confuse and mislead the public to conclude that LLH approves and controls the content of the LSG site, which is false.

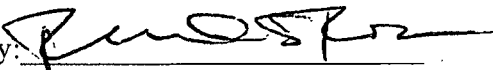
12. Sebrina's and Chris's intentional blurring or melding of LSG's trademarks, trade dress, and promotional materials with LLH's trademarks, trade dress, and promotional materials infringes upon LLH's trademarks, improperly competes with LLH, illegally conflates and confuses LLH with LSG, and disregards South Carolina's regulatory requirements governing real estate brokers and salespersons, which require the clear identification of the real estate brokerage firm offering its services in all promotional materials, including signage at properties offered for sale or lease and in internet sites. Plaintiffs have no control over LSG's website or internet postings.

Under South Carolina law, a party seeking to obtain injunctive relief generally must demonstrate that (1) it would suffer irreparable harm if the injunction is not granted; (2) it will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. FOC Lawshe Ltd. Partnership v. International Paper Co., 352 S.C. 408, 574 S.E.2d 228 (Ct. App. 2002). Our Supreme Court recently clarified that there is no additional requirement that the trial judge must "balance the equities" before issuing an injunction. Poynter Investments, Inc. v. Century Builders of Piedmont, Inc., 387 S.C. 583, 694 S.E.2d 15, 17 (2010). Plaintiffs have stated claims against Plaintiff for: (1) temporary restraining order/preliminary and permanent injunctive relief, (2) violation of SCUPTA, (3) Trademark Infringement, (4) Breach of Contract/covenant of good faith and fair dealing, (5) breach of fiduciary duty/duty of loyalty, (6) fraud in the inducement, (7) negligent misrepresentation, (8) breach of contract accompanied by a fraudulent act, (9) conversion, (10) unjust enrichment/ restitution, (11) constructive trust and accounting, (12) civil conspiracy, (13) breach of stock subscription agreement, (14) specific performance, (15) declaratory judgment as to covenants, (16) intentional interference with contract, and (17) intentional interference with prospective economic advantage.

Plaintiffs are likely to succeed on the merits of their claims and will suffer immediate and irreparable harm if Defendants are not enjoined from further destructive and willful misconduct. There is no adequate remedy at law to protect the plaintiffs from the harm or damage done or threatened to be done by the Defendants. A threat to trade or business viability may constitute irreparable harm. See e.g., Roso-Lino Beverage Distributors, Inc. v. Coca-Cola Bottling Co., 749 F.2d. 124, 125-126 (2d. Cir. 1984)(damages cannot fully compensate husband and wife for loss of years of effort and livelihood; John B. Hull, Inc. v. Waterbury Petroleum Products, Inc. 588 F.2d 24, 28-29 92d. Cir. 1978)(possibility of going out of business is irreparable harm), cert. denied, 440 U.S. 960, 99 S.Ct. 1502, 59 L.Ed.2d. 773 (1979); Semmes Motors, Inc. v. Ford Motor Co., 429 F.2d. 1197, 1205 (2d.Cir.1970)(loss of right to continue business may support claim of irreparable injury). When a *prima facie* showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate determination of the case on the merits. *Helsel v. City of North Myrtle Beach*, 307 S.C. 29, 413S.E.2d 824 (1992).

WHEREFORE, Plaintiffs respectfully move this Court to issue a temporary restraining order and preliminary injunction until a final hearing and determination on the merits of the above entitled action, immediately enjoining and restraining Defendants, their agents, attorneys or other representatives, and all those in active concert or participation with Defendants or their agents, attorneys or other representatives in the manner set forth above.

ROSEN, ROSEN & HAGOOD, LLC

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February 19 2014.

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I certify that on _____, 2014, I caused to be mailed or delivered a true copy of the foregoing notice to each counsel of record.

()

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
LUXURY LAND AND HOMES, INC.)
and EVE F. OLASOV,)
)
Plaintiffs,)
)
-vs-)
)
SEBRINA LEIGH-JONES; CHRIS)
LEIGH-JONES; LUXURY SIMPLIFIED,)
LLC; BRIDGE CHARLESTON)
INVESTMENTS, LLC; LUXURY)
SIMPLIFIED REAL ESTATE, INC.,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2013-CP-10-6162

**PLAINTIFFS' MOTION FOR
TEMPORARY RESTRAINING ORDER
AND PRELIMINARY INJUNCTION**

TO: DEFENDANTS ABOVE-NAMED:

Pursuant to S.C. R. Civ. Pro. 65, Luxury Land and Homes, Inc. ("LLH") and Eve Olasov ("Olasov"), collectively referred to hereinafter together as the "Plaintiffs", by and through their undersigned Counsel, move this Court for a temporary restraining order and preliminary injunction restraining, enjoining and prohibiting Defendants Sebrina Leigh-Jones, Chris Leigh-Jones, Luxury Simplified, LLC, Bridge Charleston Investments, LLC and Luxury Simplified Real Estate, Inc., their agents, attorneys or other representatives, and all those in active concert or participation with them, including but not limited to Terri Seignious, Mary Swanson, Reid Walker or their agents, attorneys or other representatives from:

- 1) Competing with Luxury Land and Homes, Inc. ("LLH") and Eve Olasov in violation of the Non-Compete Agreement contained in the "Stock Subscription Agreement" (hereinafter "Stock Subscription Agreement") and a written "Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc." (hereinafter "Shareholders

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JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

Agreement”) executed by the parties October 26, 2012, such Agreements being treated as having been effective as of October 1, 2012;

- 2) Taking any action to interfere with the operations of LLH and the real estate activities of Eve Olasov;
- 3) Diversion of additional business and corporate opportunities to themselves, to their agents or other representatives, to third parties or any person or entity the Defendants are either directly or indirectly associated with or that LLH is in competition with, whether directly or indirectly;
- 4) Using any of the trademarks, trade dress (including the associated graphic logos, designs, and depictions of a wrought iron gate LLH used prior to December 2012 and the derivative designs and depictions thereof created and used by LLH thereafter under the direction of the Defendants) , or any likeness, or logo LLH has used, and uses, or with which the Defendants caused LLH to be associated, including the trademarks “Luxury Land and Homes, Inc.,” “LLH,” “LLH Properties” and “Luxury Simplified” or utilizing any internet sites for the promotion of the real estate brokerage business and the cultivation of potential customers for the direct or indirect benefit of any real estate brokerage company other than LLH;
- 5) Using the website luxurysimplifiedgroup.com to promote any real estate sales under the name LLH or any other real estate firm or using any of the foregoing marks on the site;
- 6) Utilizing an agent real estate website to promote a company other than LLH and not co-mingle or merge Defendants’ other companies with LLH on any website.

- 7) Permitting any real estate brokerage company, other than LLH, including Luxury Simplified Real Estate, Inc., from utilizing 95 Broad Street, Charleston, S.C. for office, meeting or any other purpose or holding itself out as having offices at 95 Broad Street;
- 8) Taking any action, whether publicly or privately, whether claiming or making representations tantamount to a claim or representation, directly or indirectly, that LLH is a “division” of, “affiliated” with, an “arm” of, related to or in any way connected to any of the Defendants;
- 9) Spending any funds of LLH or allocating any expenses to LLH without the written consent of its Broker-in-Charge (“BIC”), Eve Olasov;
- 10) Having access to the books and records of LLH;
- 11) Interfering in any way with the use, occupancy and quiet enjoyment by any of the sales, administrative, other associated personnel of LLH or their existing or prospective customers, of the offices and facilities at 95 Broad Street Defendants heretofore made available to LLH and such other persons following the Defendants’ closure of the East Bay Street store front offices and conference spaces of LLH in 2012, pending the final resolution of this action or until further order of the Court;
- 12) Requiring the immediate return of LLH’s books and records to Eve Olasov as BIC;

This Motion is based on the following:

1. On or about October 26, 2012, for valuable consideration, Eve Olasov, Sebrina Leigh-Jones, and LLH executed and entered into a written “Stock Subscription Agreement” (hereinafter “Stock Subscription Agreement”) and a written “Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc.” (hereinafter “Shareholders

Agreement”), in which Sebrina Leigh-Jones was to acquire fifty (50%) percent of the shares in LLH and in which Sebrina agreed that during her ownership of shares in LLH and for two (2) years following termination of her ownership of shares in LLH, , *inter alia*, she would refrain from directly or indirectly owning, investing in, managing, operating, consulting or being employed in a business substantially similar to, or competitive with, the present business of LLH or such other business activity in which LLH may substantially engage.

2. Within a month of Sebrina’s execution of the Stock Subscription Agreement, without prior consultation with or approval from Olasov, Sebrina and Chris Leigh Jones announced to other real estate salespeople affiliated with LLH that all marketing would be done under the rubric of “Luxury Simplified” and the “Luxury Simplified Group” (referred to herein as “LSG”) and that LLH would be identified as a “division” or the “brokerage arm” of LSG.

3. The Defendants planned, organized, owned, formed, started, managed, and/or operated competing businesses or companies in Charleston, South Carolina, known as “Luxury Simplified Group” or “Luxury Simplified”, “Luxury Simplified Real Estate, Inc.” (referred to herein as “LSRE”), Bridge Charleston Investments, LLC (referred to herein as “BCI”) as well as e.g., “Bridge Charleston Investments A, LLC” through “Bridge Charleston Investments U, LLC” (the “BCI entities”), with each apparently holding title to various properties closed by Chris and Sebrina Leigh-Jones most of which were without LLH’s involvement, and all while utilizing LLH’s confidential or proprietary information, trade secrets, trademarks, facilities, property, and equipment.

4. Unbeknownst to Plaintiffs, Sebrina and her husband Chris Leigh-Jones and others acting under their sole control secretly developed and pursued plans to wrest control of LLH from Olasov, by among other means, (i) diverting brokerage business to other brokerage firms;

(ii) advising customers, staff, and the real estate brokerage community, in words or substance, that Olasov was leaving the company; (iii) encouraging Terri Seignious, a long-standing real estate broker affiliated with LLH, to disaffiliate and to form a new real estate brokerage firm funded in whole or in material part by business and business opportunities wrongfully diverted by Sebrina, Chris, and their co-conspirators; (iv) failing and refusing to pay the subscription price required by the Subscription Agreement; (v) allocating to LLH expenses of LSG, BCI, and other entities owned and controlled by Sebrina and Chris; (vi) forcing LLH to abandon a valuable office lease at 111 East Bay Street, in which LLH had invested materially in improvements thereto, and to take space in a building owned by Sebrina and Chris in which the identity of LLH would be subordinated to LSG; and (vi) incurring other expenses which had as their ultimate purpose causing LLH to be without sufficient funds to execute the business plan that Sebrina and Olasov had negotiated.

5. Plaintiffs have since also learned that during the negotiations preceding the closing of the parties' agreements, Sebrina, Chris, and their legal counsel failed to disclose to Olasov or to her brother, David M. Olasov, who participated in the negotiations on behalf of Plaintiffs, among other material omissions, that: (i) it was the Defendants' present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) the Defendants had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies (including LSG, LSRE BCI and the BCI entities) wholly owned by the Defendants and not LLH; (iii) LLH would be falsely and unlawfully held out to the public as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH; and (iv) the Defendants and representatives acting under their sole control would develop in secret from

Plaintiffs and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves and other businesses owned and controlled by the Defendants (including LSG, LSRE BCI and LSG, LSRE, BCI and the BCI entities) to the Plaintiffs' material detriment.

6. Plaintiffs have since also learned that Sebrina has breached and is continuing to breach her duties and obligations owed to Plaintiffs under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law by, *inter alia*:

- (i) Misappropriating LLH's trademarks and designs; diverting her time and energy to a competing business she owns;

- (ii) Inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses;

- (iii) Using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself;

- (iv) Falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations;

- (vi) Charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself, LSG, LSRE, BCI and the BCI entities; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH;

- (vii) Competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement;

- (viii) Aiding LLH's competitor;

(ix) Soliciting business from LLH's customers or potential customers;

(x) Using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business;

(xi) Usurping and misappropriating LLH's assets, property, and business opportunities;

(xii) Misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or

(xiii) Disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Defendants have made unfair and wrongful use of business advantages acquired from and rightfully belonging to Plaintiffs and continue to do so.

7. Sebrina and Chris formed BCI and LSG (and recently formed LSRE) and began misappropriating to them the LLH tradename and associated graphic logos, designs, and depictions, thereby depriving Plaintiffs of the benefit of the good will associated with the tradename, trademarks, and designs. Upon information and belief, BCI initially asserted ownership of the tradename and associated graphic logos, designs, and depictions rightfully belonging to LLH and purportedly later transferred same to LSG (and perhaps recently to LSRE).

8. Notwithstanding LLH's ownership of the LLH tradename and associated graphic logos, designs, and depictions of a wrought iron gate, Sebrina and Chris created, displayed, and utilized trademarks, trade dress, and promotional materials for BCI and/or LSG that are identical

to those used by LLH and that are derivative of the LLH tradename and associated graphic logos, designs, and depictions.

9. Through the LSG website, internet, advertisements, social media, signage and print materials, Sebrina, Chris, and LSG are using LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate without the authorization of Olasov or LLH in a way that has caused public confusion as LLH's association with, affiliation with, or sponsorship of LSG's website and the services provided on such website.

10. Further upon information and belief, while a stock subscriber, officer, and employee of LLH, Sebrina solicited LLH's existing and potential agents and customers for business on behalf of her competing business (LSG) while using LLH's confidential information, facilities, property, trademarks, and equipment. Upon information and belief, Sebrina is using her knowledge of LLH's agents, customers, clients, trade secrets, and other proprietary and confidential information for the purpose of contacting and inducing or attempting to induce LLH's current, former, and/or potential agents or customers to work for or grant their patronage to Sebrina's own business instead of to LLH.

11. LSG's website and internet postings have illegally promoted MLS listings with LSG as being the purported real estate broker and real estate agency. LSG's internet site previously falsely identified as "realtors" at least one person who at the time was not licensed as a real estate salesperson and cannot be registered as a realtor under South Carolina law. Without Olasov's approval or consent, Sebrina and Chris have falsely described LLH on LSG's website and other advertising materials as being a "division," "arm of," and "broker" of LSG. Sebrina and Chris have created LSG's website and used LLH's tradename and associated graphic logos,

designs, and depictions of a wrought iron gate so as to confuse and mislead the public to conclude that LLH approves and controls the content of the LSG site, which is false.

12. Sebrina's and Chris's intentional blurring or melding of LSG's trademarks, trade dress, and promotional materials with LLH's trademarks, trade dress, and promotional materials infringes upon LLH's trademarks, improperly competes with LLH, illegally conflates and confuses LLH with LSG, and disregards South Carolina's regulatory requirements governing real estate brokers and salespersons, which require the clear identification of the real estate brokerage firm offering its services in all promotional materials, including signage at properties offered for sale or lease and in internet sites. Plaintiffs have no control over LSG's website or internet postings.

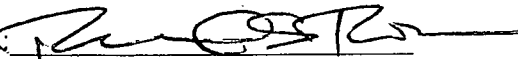
Under South Carolina law, a party seeking to obtain injunctive relief generally must demonstrate that (1) it would suffer irreparable harm if the injunction is not granted; (2) it will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. FOC Lawshe Ltd. Partnership v. International Paper Co., 352 S.C. 408, 574 S.E.2d 228 (Ct. App. 2002). Our Supreme Court recently clarified that there is no additional requirement that the trial judge must "balance the equities" before issuing an injunction. Poynter Investments, Inc. v. Century Builders of Piedmont, Inc., 387 S.C. 583, 694 S.E.2d 15, 17 (2010). Plaintiffs have stated claims against Plaintiff for: (1) temporary restraining order/preliminary and permanent injunctive relief, (2) violation of SCUPTA, (3) Trademark Infringement, (4) Breach of Contract/covenant of good faith and fair dealing, (5) breach of fiduciary duty/duty of loyalty, (6) fraud in the inducement, (7) negligent misrepresentation, (8) breach of contract accompanied by a fraudulent act, (9) conversion, (10) unjust enrichment/ restitution, (11) constructive trust and accounting, (12) civil conspiracy, (13) breach of stock subscription agreement, (14) specific

performance, (15) declaratory judgment as to covenants, (16) intentional interference with contract, and (17) intentional interference with prospective economic advantage.

Plaintiffs are likely to succeed on the merits of their claims and will suffer immediate and irreparable harm if Defendants are not enjoined from further destructive and willful misconduct. There is no adequate remedy at law to protect the plaintiffs from the harm or damage done or threatened to be done by the Defendants. A threat to trade or business viability may constitute irreparable harm. See e.g., Roso-Lino Beverage Distributors, Inc. v. Coca-Cola Bottling Co., 749 F.2d 124, 125-126 (2d. Cir. 1984)(damages cannot fully compensate husband and wife for loss of years of effort and livelihood; John B. Hull, Inc. v. Waterbury Petroleum Products, Inc. 588 F.2d 24, 28-29 92d. Cir. 1978)(possibility of going out of business is irreparable harm), cert. denied, 440 U.S. 960, 99 S.Ct. 1502, 59 L.Ed.2d. 773 (1979); Semmes Motors, Inc. v. Ford Motor Co., 429 F.2d. 1197, 1205 (2d.Cir.1970)(loss of right to continue business may support claim of irreparable injury). When a *prima facie* showing has been made entitling the plaintiff to injunctive relief, a temporary injunction will be granted without regard to the ultimate determination of the case on the merits. Helsel v. City of North Myrtle Beach, 307 S.C. 29, 413S.E.2d 824 (1992).

WHEREFORE, Plaintiffs respectfully move this Court to issue a temporary restraining order and preliminary injunction until a final hearing and determination on the merits of the above entitled action, immediately enjoining and restraining Defendants, their agents, attorneys or other representatives, and all those in active concert or participation with Defendants or their agents, attorneys or other representatives in the manner set forth above.

ROSEN, ROSEN & HAGOOD, LLC

By: 

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Charleston, South Carolina
February 19, 2014.

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

I certify that on _____, 2014, I caused to be mailed or delivered a true copy of the foregoing notice to each counsel of record.

() _____

13-4798

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

SEBRINA LEIGH-JONES,)
Leigh-Jones,)

-vs-

EVE F. OLASOV,)
Defendant.)

LUXURY LAND AND HOMES, INC.)
and EVE F. OLASOV,)
Plaintiffs,)

-vs-

SEBRINA LEIGH-JONES; CHRIS)
LEIGH-JONES; LUXURY SIMPLIFIED,)
LLC; BRIDGE CHARLESTON)
INVESTMENTS, LLC; and LUXURY)
SIMPLIFIED REAL ESTATE, INC.,)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO. 2013-CP-10-4798

**Memorandum in Opposition to
Leigh-Jones' Motion for
Appointment of Receiver**

CASE NO. 2013-CP-10-6162

2014 APR 24 PM 3:31
JULIE J. ARMSTRONG
CLERK OF COURT

This Court should deny Sebrina Leigh-Jones' ("Leigh-Jones") application for a custodian or receiver because the extraordinary and drastic remedy of receivership is not warranted or practicable under the circumstances of this case. Leigh-Jones' claims that Defendant Luxury Land and Homes, Inc. ("LLH"), is subject to judicial dissolution pursuant to S.C. Code Ann. § 33-14-320¹ is without merit or any evidentiary support. Leigh-Jones seeks to have a receiver appointed for the ulterior and improper purpose of eliminating the ability of LLH and Eve Olasov to enforce a noncompetition agreement that Sebrina Leigh-Jones heavily negotiated with

¹ Plaintiff Leigh-Jones cites to "S.C. Code Ann. § 33-4-320" in error as such a section does not exist. Olasov assumes that Plaintiff meant to cite to S.C. Code Ann. § 33-14-320.

Eve Olasov as is well documented in the record. See Olasov Aff., ¶¶ 23, 24-31; Olasov Supp. Aff., ¶¶ 35-44; Draper Aff., ¶¶ 2-4. Leigh-Jones has unclean hands and should be estopped from seeking judicial dissolution based on her own misconduct that has led to the current litigation.

Defendants asserted a counterclaim for dissolution pursuant to S.C. Code Ann. § 33-18-400 and -420 on the same grounds in Case No. 2013-CP-10-6162. There is no evidence to substantiate Leigh-Jones' allegations that a true "deadlock" exists between Sebrina Leigh-Jones and Eve Olasov that warrants judicial dissolution. See Affidavit of Eve Olasov dated February 18, 2014; Supplemental Affidavit of Eve Olasov dated April 22, 2014. Rather, the evidence in this case demonstrates that Sebrina Leigh-Jones brought the initial suit and filed this motion to eliminate the non competition agreement she vigorously negotiated with Eve Olasov and LLH in 2012. The current litigation is by no means a "deadlock", but rather the result of Sebrina Leigh-Jones' breaches of the parties' Stock Subscription Agreement and Amended and Restated Shareholders' Agreement (collectively, the "Agreements") as well as she and her husband Chris Leigh-Jones' activities in contravention thereof and violations of applicable real estate license law. The various violations of the Agreements are more fully set forth herein and in the lawsuit, Case No. 2013-CP-10-6162, brought by LLH and Eve F. Olasov as well as affidavits on file with the court. See Affidavit of Kenneth C. Walker, dated April 18, 2014; Affidavit of Jason Peé, dated April 23, 2014; Affidavit of Eric Draper, dated April 23, 2014; Affidavit of Tom Steenhuysen, dated April 23, 2014; Affidavit of Leva Nowroozyani, dated April 21, 2014; Affidavit of Eve Olasov, dated February 18, 2014; Olasov Supplemental Affidavit, dated April 22, 2014; See also Exhibit 10 [LLR Complaint]; and Exhibit 27 [CTAR Ethics Complaint] to Olasov Supp. Aff. Even if a receiver was warranted in this case, which it is not, such an

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appointee would have to be a licensed real estate broker in order to comply with S.C. Real estate licensing law found in Title 40 of the S.C. Code.

Since the covenant not to compete was executed, LLH and Olasov have learned that Defendants Sebrina and Chris Leigh-Jones have organized and funded a competing real estate brokerage company, attempted to recruit Eric A. Draper as broker-in-charge (Draper Aff., ¶¶ 2-4), then recruited William Eby as the current broker-in-charge of Luxury Simplified Real Estate, Inc. (who apparently will serve until Mary Shannon Swanson is qualified to take over that position), advertised on the internet and elsewhere and tried to conceal their activities by hiring a surrogate (Swanson) to pose as the owner of Luxury Simplified Real Estate, Inc. ("LSRE"), a company created by Defendants' attorneys in September, 2013. See "Luxury Simplified Group" organizational chart "Bates Stamped "SLJ-00503-00504", attached hereto as **Exhibit 1**. Early drafts of LSRE's organizational documents demonstrate that it was created at Chris's direction using his attorney, names Chris as a shareholder, and includes a convertible promissory note (Exhibit 1 to Memo in Support of TRO and Preliminary Injunction) whereby Chris would lend \$250,000.00 to the purported new owner, Mary Shannon Swanson. After review of counsel for Mary Shannon, the arrangement was changed and never consummated. However, Chris Leigh-Jones thereafter contributed money for marketing LSRE and entered into a Lease with Mary Shannon Swanson in which she pays no rent to Bridge Charleston Investments, LLC, Chris and Sebrina's wholly owned company and Landlord of 95 Broad Street. Deposition of Mary Shannon Swanson, pp.12, 30-33, 40-41.

In addition to violating the non-compete agreement, Defendants have been illegally using the trademark and logo belonging to LLH in an effort to promote their new real estate brokerage

company, LSRE, and their other related companies known as Luxury Simplified, LLC (“Luxury Simplified”) and Bridge Charleston Investments, LLC (“BCI”). See Depo. of Mary Shannon Swanson. pp. 65-66; 71-73; Steenhuysen Aff., 3-17. Draper Aff., ¶ 3; Nowroozyani Aff., ¶ 7. Sebrina and Chris operate LSRE and their other wholly-owned companies, Luxury Simplified and BCI, under the trade names “Luxury Simplified” and “Luxury Simplified Group” at 95 Broad Street, the same offices LLH had under a valid lease. Id.

It is clear that Sebrina Leigh-Jones has been competing directly with LLH as reflected in Mary Shannon Swanson’s deposition testimony and that Chris Leigh-Jones has aided and abetted such competition through the new entity Luxury Simplified Real Estate, Inc. Deposition of Mary Swanson pp. 143-156, (the entire transcript is attached as **Exhibit 2** hereto and incorporated by this reference).

Leigh-Jones’ “strike first” mentality cannot obfuscate the facts in the record that reflect her brazen breaches of the parties’ Agreements nor survive this Court’s scrutiny. There are no other grounds upon which the Leigh-Jones seeks judicial dissolution other than “deadlock” under S.C. Code Ann. 33-14-300. There is no evidence that LLH or Eve Olasov have engaged in any type of illegal, fraudulent, oppressive, or unfairly prejudicial behavior. Moreover, the Leigh-Jones’ engaged in significant due diligence prior to closing of the stock purchase, and the evidence establishes that Leigh-Jones’ slanderous allegations of various financial misdeeds are patently false. See Olasov Supp. Aff., ¶¶ 2-22. LLH is a viable, historically profitable enterprise that should not be dissolved. The record makes clear that Leigh-Jones was well aware of any and all financial issues she now claims she was ignorant of in her affidavit filed on March 26, 2014, over two (2) months *after* she filed the motion for appointment of a receiver on January 9,

2014.² As such, the appointment of a receiver in this matter lacks any basis and Leigh-Jones' Motion must be denied.

FACTS

Eve Olov has acted as the broker in charge for LLH for approximately nine (9) years. LLH's real estate brokerage license is attached to or associated with Olov's license. Over the course of many years, Olov has spent considerable time, effort, and money in building up the business, securing clientele, and creating good will. LLH used and uses the trademarks "Luxury Land and Homes, Inc.," "LLH," and "LLH Properties" and associated graphic logos, designs, and depictions of a wrought iron gate. Olov also developed, maintained, and controlled various internet sites for the promotion of LLH and the cultivation of potential customers. The internet sites used LLH's trademarks and associated graphic logos, designs, and depictions of a wrought iron gate.

LLH is the original owner of the trade name, trademarks, and design referred to above and the name has definitely acquired, in the minds of the public, a secondary meaning apart from its primary and generic significance, and has become a distinctive name and trade name denoting to the eye and mind of the public the existence of care, skill, integrity, reliability, and individuality as a residential and commercial real estate brokerage, resulting in a reputation for excellence and high quality throughout South Carolina. See Peé Aff.; Nowrooziani Aff. Due to such reputation and public awareness, Olov and LLH have established considerable good will in connection with the corporate trade name, trademarks, and design referred to above. Olov and LLH's good will, clients, employees, agents, trade secrets, trademarks, and other proprietary and confidential data and information were, and are, of great value to Olov and LLH.

² Rule 6(d), SCRPC, requires affidavits supporting a motion to be served with the motion, which Plaintiff failed to do. Therefore, even though Plaintiff filed an affidavit on March 24, 2014 in support of her Motion, that affidavit is not properly considered by the Court.

Sebrina and Chris Leigh-Jones subsequently expressed an interest to Olasov for Sebrina to become a real estate salesperson, which is an area in which Sebrina had no prior professional experience, and for Sebrina to acquire an ownership interest in LLH. Olasov Aff., ¶¶ 7-8. Thereafter, over the course of several months, Olasov and Olasov's brother (David M. Olasov) participated in negotiations with Sebrina, Chris, and their attorney involving Sebrina's agreement to subscribe to purchase shares in LLH. Olasov Aff., ¶¶ 14-31.

On or about October 26, 2012, for valuable consideration, Olasov, Sebrina, and LLH executed and entered into a written "Stock Subscription Agreement" (hereinafter "Stock Subscription Agreement") and a written "Amended and Restated Shareholders Agreement for Luxury Land & Homes, Inc." (hereinafter "Shareholders Agreement"), such Agreements being treated as having been effective as of October 1, 2012. True and correct copies of the Stock Subscription Agreement and Shareholders Agreement are attached to the Affidavit of Eve Olasov dated February 19, 2014 as "Exhibit 31" and "Exhibit 32," respectively and incorporated herein by reference.

Under the terms of the Stock Subscription Agreement, Sebrina subscribed to purchase 100 shares of LLH subject to the terms and provisions of the parties' contracts. Pursuant to this contract, Sebrina agreed to accept stock in LLH in the amount of 100 shares upon her full payment of the purchase price as set forth in the Stock Subscription Agreement. In consideration of her acquisition of shares in LLH and her being granted access to and use of LLH's valuable proprietary and confidential data and information; good will; customer lists, client lists, potential customers and clients, and other client information (including 9 years of client transactions, names, and history); employee and agent information; intellectual property; trade secrets; trademarks; computers and database information; furniture; and other office equipment, Sebrina

agreed as part of the written Shareholders Agreement, that during her ownership of shares in LLH and for two (2) years following termination of her ownership of shares in LLH, that, *inter alia*, she would refrain from directly or indirectly owning, investing in, managing, operating, consulting or being employed in a business substantially similar to, or competitive with, the present business of LLH or such other business activity in which LLH may substantially engage; she would keep LLH's data and information strictly confidential; and she would refrain from using LLH's data and information for her own behalf. Olasov Aff., ¶¶ 14-31.

Within a month of Sebrina's execution of the Stock Subscription Agreement, without prior consultation with or approval from Olasov, Sebrina and Chris Leigh-Jones announced to other real estate salespeople affiliated with LLH that all marketing would be done under the rubric of "Luxury Simplified" and the "Luxury Simplified Group" (referred to herein as "LSG") and that LLH would be identified as a "division" or the "brokerage arm" of LSG. Olasov Aff., ¶ 32, 34; Pee Aff., ¶ 5.

The Defendants planned, organized, owned, formed, started, managed, and/or operated competing businesses or companies in Charleston, South Carolina, known as "Luxury Simplified Group" or "Luxury Simplified", "Luxury Simplified Real Estate, Inc." (referred to herein as "LSRE"), Bridge Charleston Investments, LLC (referred to herein as "BCI") as well as e.g., "Bridge Charleston Investments A, LLC" through "Bridge Charleston Investments U, LLC" (the "BCI entities"), with each apparently holding title to various properties closed by Chris and Sebrina Leigh-Jones most of which were without LLH's involvement, and all while utilizing LLH's confidential or proprietary information, trade secrets, trademarks, facilities, property, and equipment. Olasov Aff., ¶ 32, 34.

Olasov has since also learned that during the negotiations preceding the closing of the parties' agreements, Sebrina, Chris, and their legal counsel failed to disclose to Olasov or to her brother, David M. Olasov, who participated in the negotiations on behalf of Olasov and LLH, among other material omissions, that: (i) it was the Defendants' present intention to create derivative trademarks to the trademarks owned by LLH to be known as "the Luxury Simplified Group" and "Luxury Simplified"; (ii) the Defendants had a present intention that such derivative trademarks would be wholly owned and controlled by limited liability companies (including LSG, LSRE BCI and the BCI entities) wholly owned by the Defendants and not LLH; (iii) LLH would be falsely and unlawfully held out to the public as a mere "division" or "arm" of LSG to mislead the public and realtor communities to believe that LSG owns LLH. Olasov Aff., ¶¶ 32, 34; and (iv) the Defendants and representatives acting under their sole control would develop in secret from Olasov and execute over Olasov's continuous objection business and marketing plans with the purpose, intent, and effect of improperly misappropriating the business and good will of LLH to benefit themselves and other businesses owned and controlled by the Defendants (including LSG, LSRE BCI and LSG, LSRE, BCI and the BCI entities) to Olasov and LLH's material detriment. Olasov Aff., ¶¶ 32-60.

Olasov has since also learned that Leigh-Jones has breached and is continuing to breach her duties and obligations owed to her under the terms, provisions, and covenants of the Shareholders Agreement and/or the common law by, *inter alia*:

- (i) Misappropriating LLH's trademarks and designs; diverting her time and energy to a competing business she owns;

(ii) Inducing or soliciting LLH's agents to leave LLH and to instead work for her own businesses; recruiting and soliciting for hire LLH's agents, employees, and office personnel to work for her own businesses;

(iii) Using staff, employees, resources, and funds belonging to LLH to fund, promote, solicit, and pursue business opportunities for herself;

(iv) Falsely characterizing expenses incurred in the pursuit of her personal business interests as being LLH's debts or obligations;

(vi) Charging and billing to LLH salaries, expenses, and costs that were incurred while promoting, soliciting, and pursuing business opportunities for herself, LSG, LSRE, BCI and the BCI entities; knowingly withholding and concealing from Olasov material information concerning the operations and assets of LLH;

(vii) Competing with LLH in violation of the terms, provisions, and covenants of the Shareholders Agreement;

(viii) Aiding LLH's competitor;

(ix) Soliciting business from LLH's customers or potential customers;

(x) Using and benefitting from LLH's customer and client lists, trade secrets, and other proprietary and confidential information; diverting former and/or potential customers from LLH to her own business;

(xi) Usurping and misappropriating LLH's assets, property, and business opportunities;

(xii) Misappropriating LLH's confidential or proprietary information and trade secrets; receiving benefits, financial and otherwise, from doing business with LLH's customers and/or potential customers; and/or

(xiii) Disclosing and/or using LLH's confidential or proprietary information to compete with LLH. Defendants have made unfair and wrongful use of business advantages acquired from and rightfully belonging to Olasov and LLH and continue to do so. Olasov Aff., ¶¶ 32-60.

Notwithstanding LLH's ownership of the LLH tradename and associated graphic logos, designs, and depictions of a wrought iron gate, Sebrina and Chris created, displayed, and utilized trademarks, trade dress, and promotional materials for BCI, LSG and LSRE that are identical to those used by LLH and that are derivative of the LLH tradename and associated graphic logos, designs, and depictions. Olasov Aff. ¶¶ 32-35; Olasov Supp. Aff., ¶¶ 22.

Sebrina forced LLH to use the derivative logos, designs, and depictions. Olasov Aff. ¶¶ 50-52. As a result the derivative marks used by LLH, LSG, and BCI created confusion in the public and the realtor communities. Ken Walker Aff., ¶ 7. Nowroozyani Aff., ¶ 7; Peé Aff., ¶ 5. It was Sebrina's intent and purpose to create such confusion and to blur the identity of LLH as a separate brokerage business. The tradename and design for LSG and/or BCI are so similar to LLH's tradename and design that prospective customers will be confused as to ownership of the respective business. Olasov and LLH have not authorized Defendants to use the tradename, trademarks, and design referred to above.

While a stock subscriber, officer, and employee of LLH, Sebrina Leigh-Jones solicited LLH's existing and potential agents and customers for business on behalf of her competing business, "Luxury Simplified" or "LSG", while using LLH's confidential information, facilities, property, trademarks, and equipment. Olasov Aff., ¶ 47; Olasov Supp. Aff., ¶ 37-42. Sebrina Leigh-Jones is using her knowledge of LLH's agents, customers, clients, trade secrets, and other proprietary and confidential information for the purpose of contacting and inducing or attempting

to induce LLH's current, former, and/or potential agents or customers to work for or grant their patronage to Sebrina's own business instead of to LLH..

LSG's website and internet postings have illegally promoted MLS listings with LSG as being the purported real estate broker and real estate agency. Olasov Aff., ¶¶ 34-35; Steenhuysen Aff., ¶¶ 3-17; See also LLR and CTAR complaints attached to Supplemental Affidavit of Eve F. Olasov as Exhibits 10 and 27, respectively. LSG's internet site previously falsely identified as "realtors" at least one person who at the time was not licensed as a real estate salesperson and cannot be registered as a realtor under South Carolina law. Id. Without Olasov's approval or consent, Sebrina and Chris have falsely described LLH on LSG's website and other advertising materials as being a "division," "arm of," and "broker" of LSG. Olasov Aff., ¶¶ 32, 34. Sebrina and Chris have created LSG's website and used LLH's tradename and associated graphic logos, designs, and depictions of a wrought iron gate so as to confuse and mislead the public to conclude that LLH approves and controls the content of the LSG site, which is false. Id.

Sebrina Leigh-Jones was encouraged and agreed as part of her contracts with Olasov and LLH to develop either or both of two internet domains (www.luxurylandandhomesinc.com and www.llhproperties.com) owned by LLH and intended to be used as LLH corporate websites for the purpose of promoting and marketing LLH and increasing its presence in the community. Olasov Aff., ¶¶ 15-17. However, since Sebrina's execution of the Shareholders Agreement, Olasov has learned that instead of developing LLH's websites, Sebrina and Chris Leigh-Jones immediately developed the web portal for their own separate businesses (including LSG, LSRE and BCI). Sebrina and Chris Leigh-Jones held secret meetings with their own marketing and branding company in the United Kingdom to develop LSG's business and excluded Olasov from these meetings. Olasov Aff., ¶ 50. Unknown to Eve Olasov at the time, before the closing for the

Stock Subscription Agreement had even occurred, Sebrina and Chris already had in place a new web identity, marketing plan, and hierarchy of companies for their own businesses (including LSG and BCI), which information they withheld from Olasov. Olasov Aff., ¶¶ 50-52. Sebrina and Chris Leigh-Jones used this hierarchy of companies to falsely represent and publicly portray LSG as being LLH's "parent company" and to falsely relegate LLH as a mere division or subsidiary of LSG. Olasov Aff., ¶¶ 32, 34-35. Sebrina and Chris Leigh-Jones further refused to allow LLH's website address to be promoted on LLH's marketing materials, but instead diverted LLH's website traffic to LSG's website. Olasov Aff., ¶ 32.

Since Sebrina's execution of the Shareholders Agreement, Olasov has also learned that Sebrina, Chris, and others acting under their sole control secretly developed and pursued plans to wrest control of LLH from Olasov, by among other means, (i) improperly and unlawfully diverting brokerage business to other brokerage firms; (ii) advising customers, staff, and the real estate brokerage community, in words or substance, that Olasov was leaving the company (See Draper Aff., ¶ 3); (iii) encouraging Terri Seignious, a long-standing real estate broker affiliated with LLH, to disaffiliate and to form a new real estate brokerage firm funded in whole or in material part by business and business opportunities wrongfully diverted by Sebrina, Chris, and their co-conspirators; (iv) failing and refusing to pay the subscription price required by the Subscription Agreement; (v) allocating to LLH expenses of LSG, BCI, and other entities owned and controlled by Sebrina and Chris; (vi) forcing LLH to abandon a valuable office lease at 111 East Bay Street, in which LLH had invested materially in improvements thereto, and to take space in a building owned by Sebrina and Chris in which the identity of LLH would be subordinated to LSG; and (vi) incurring other expenses which had as their ultimate purpose

causing LLH to be without sufficient funds to execute the business plan that Sebrina and Olasov had negotiated. See Eve Olasov Aff., ¶ 49.

Sebrina and Chris expensed or allocated to LLH substantial costs and expenses incurred for their development of the LSG website and marketing, despite promising Olasov they would do exactly the opposite. See Eve Olasov Aff. ¶¶ 32, 35, and 49. Sebrina further refused to make her required payments due under the Stock Subscription Agreement in cash to LLH's operating account, but instead made false and bogus journal entries in LLH's books attributing LSG's costs and expenses to LLH and asserting that Sebrina's and Chris's payment of these costs and expenses (which were their own responsibility) acted to reduce the amount which Sebrina owes under the Stock Subscription Agreement. See Eve Olasov Aff., ¶ 49. Sebrina and Chris Leigh-Jones aggressively attributed and charged LSG's costs and expenses to LLH in an effort to deplete LLH's funds and render LLH financially insolvent and used same as the basis for announcing that LLH is out of money and to falsely contend that Sebrina made her payments due under the Stock Subscription Agreement. See Affidavit of Jason Peé dated April 23, 2014, ¶ 5. According to Mr. Jason Peé, a former real estate agent at LLH:

I recall Sebrina sharing with me: **'there will come a time when LLH will be in need of funding and that if Eve is unable to match funding that they (Leigh-Jones) would have to dilute her shares...'**

Peé Aff., ¶ 5; Olasov Supp. Aff., ¶ 32. (emphasis added)

These actions financially crippled LLH and have effectively deprived Olasov of the funding needed to implement LLH's marketing goals and priorities. Leigh-Jones did not have the right to substitute bogus journal entry debits for the benefit of their other companies as credits towards their required cash capital contribution obligations to LLH per the subscription agreement. This tactic kept funds out of the LLH operating account while creating a profit and

loss statement deep in the red for LLH. Olasov Supp. Aff. ¶ 33. Sebrina and Chris have stated to a former LLH sales agent that there will come a time when LLH will require additional funding from its shareholders and if Olasov is unable to come up with her portion, then they intend to take her shares in LLH. See Peé Aff., ¶ 5.

Realizing the monetary and commercial value of the LLH tradename and associated graphic logos, designs, and depictions, and realizing that a similar corporate or tradename, or the use of the principal words of LLH's corporate or tradename, would tend to confuse and deceive the public into believing that the persons or corporations using the similar name and advertising were in fact the same as, or connected with, LLH, Sebrina and Chris formed BCI and LSG (and recently formed LSRE) and began misappropriating to them the LLH tradename and associated graphic logos, designs, and depictions, thereby depriving Olasov and LLH of the benefit of the good will associated with the tradename, trademarks, and designs. Olasov Aff., ¶¶ 32-60.

Notwithstanding LLH's ownership of the LLH tradename and associated graphic logos, designs, and depictions of a wrought iron gate, Sebrina and Chris Leigh-Jones created, displayed, and utilized trademarks, trade dress, and promotional materials for BCI and/or LSG that are identical to those used by LLH for many years and that are derivative of the LLH tradename and associated graphic logos, designs, and depictions. Olasov Aff. ¶¶ 32-35. Sebrina forced LLH to use the derivative logos, designs, and depictions. Olasov Aff. ¶¶ 50-52. As a result the derivative marks used by LLH, LSG, and BCI created confusion in the public and the realtor communities. Ken Walker Aff., ¶ 7. Nowroozyani Aff., ¶ 7; Peé Aff., ¶ 5. It was Sebrina's intent and purpose to create such confusion and to blur the identity of LLH as a separate brokerage business. The tradename and design for LSG and/or BCI are so similar to LLH's tradename and design that prospective customers are likely to be confused as to ownership of the respective

business. Olasov and LLH have not authorized Defendants to use the tradename, trademarks, and design referred to above.

While Sebrina was a stock subscriber, officer, and employee of LLH and/or was using LLH's offices, facilities, property, trademarks, and equipment, Sebrina and Chris Leigh-Jones created, posted, and/or maintained an internet website for LSG that advertised LSG's business operations in the Charleston, Berkeley, and Dorchester Counties of South Carolina that are identical to and which directly compete with the business of LLH. See Olasov Supp. Aff. ¶¶ 35-44. LSG's website uses trademarks and designs that are identical to those used by LLH. See Olasov Aff. ¶ 35. In communications to which Olasov and LLH were intended to be excluded, Sebrina and Chris expressed to others that their only "competition" on Google is www.luxurylandandhomes.com itself, which is LLH's own corporate website. See Olasov Aff. ¶ 50.

Within a month of Sebrina's execution of the Stock Subscription Agreement, without prior consultation with or approval from Olasov, Sebrina and Chris announced to other real estate salespeople affiliated with LLH that all marketing would be done under the rubric of "Luxury Simplified" and the "Luxury Simplified Group" and that LLH would be identified as a "division" or the "brokerage arm" of LSG. Olasov Aff. ¶ 32 - 34.

In the Shareholders Agreement, Sebrina expressly acknowledged that, in the event of any breach of the agreement by her, irreparable harm will occur to Olasov and LLH and they will be entitled to obtain a preliminary and permanent injunction to restrain any actual or threatened breach of the non-competition provision, without proof of actual monetary damage, and that any such violation or threatened violation of the non-competition provision will cause irreparable

injury to LLH and Olasov. For her to now claim “deadlock” and seek appointment of a receiver is an argument without merit and is interposed for an ulterior and improper purpose.

LAW AND ANALYSIS

The appointment of a receiver is a drastic course and should only be allowed under exceptional circumstances. See Midlands Utilities v. S. C. Department of Health and Environmental Control, 391 S.E. 2d. 535 (S.C. 1989); Vasiliades v. Vasiliades, 98 S.E.2d. 810 (S.C.1957); Wrenn v. Wrenn, 91 S.E. 2d. 267 (S.C. 1956). Courts must exercise great caution and restraint when entertaining a motion requesting the appointment of a receiver. Id. South Carolina law requires an applicant for judicial dissolution and receivership to establish that Defendants are deadlocked in the management of the corporation’s affairs, the shareholders are unable to break the deadlock, and irreparable injury to the corporation is threatened or being suffered, or the business and affairs of the corporation can no longer be conducted to the advantage of the shareholders generally, because of the deadlock.³ Filing a suit for involuntary dissolution under S.C. Code Ann.§ 33-14-310 is a prerequisite to seeking the appointment of a receiver. S.C. Code Ann. § 33-14-320. An adjudication of a receivership is a harsh and drastic remedy and should be granted only with great caution. Id.

An action for stockholder oppression is an equitable one. See Hite v. Thomas & Howard Co. of Florence, 305 S.C. 358, 409 S.E.2d 340 (1991), overruled on other grounds by Huntley v. Young, 319 S.C. 559, 462 S.E.2d 860 (1995) (characterizing as equitable the relief provided by S.C.Code Ann. § 33-14-310(d)). McDuffie v. O'Neal, 324 S.C. 297, 302-03, 476 S.E.2d 702, 705 (Ct. App. 1996). In a shareholder suit seeking dissolution and liquidation, the Court has several alternatives short of dissolution. See S.C. Code Ann.§ 33-14-310 (2010). Leigh-Jones’ intention is to obfuscate the facts of her various breaches of the parties’ Stock Subscription and Amended

³ S.C. Code Ann.§ 33-14-300; S.C. CODE § 33-18-400 (2010).

and Restated Shareholders' Agreements and to have the company dissolved so she can unfairly compete with LLH, not because she believes a "deadlock" really exists. See Exhibit 10 [LLR Complaint]; and Exhibit 27 [CTAR Ethics Complaint] to Olasov Supp. Aff.; Olasov Supp. Aff., ¶ 22, 23-44; Steenhuysen Aff., ¶¶ 4-10; Walker Aff., ¶ 7; Draper Aff., ¶¶ 2-6. Her true motive is to have LLH dissolved, thereby eliminating the non-compete agreement she insisted upon entering into, allowing her to steal LLH's trademarks and goodwill and wholly own her own a real estate brokerage with her husband Chris Leigh-Jones to the exclusion and detriment of Eve Olasov. Id.

The doctrine of unclean hands precludes Leigh-Jones from recovering in equity if [s]he acted unfairly in a matter that is the subject of the litigation to the prejudice of the defendant." First Union Nat'l Bank of S.C. v. Soden, 333 S.C. 554, 568, 511 S.E.2d 372, 379 (Ct.App.1998). "He who comes into equity must come with clean hands. It is far more than a mere banality. It is a self-imposed ordinance that closes the door of the court of equity to one tainted with inequitableness or bad faith relative to the matter in which he seeks relief." Emery v. Smith, 361 S.C. 207, 220, 603 S.E.2d 598, 605 (Ct.App.2004) (quoting Precision Instrument Mfg. Co. v. Auto. Maint. Mach. Co., 324 U.S. 806, 814, 65 S.Ct. 993, 89 L.Ed. 1381 (1945)). "The decision to grant equitable relief is in the discretion of the trial judge." Straight v. Goss, 383 S.C. 180, 206-07, 678 S.E.2d 443, 457-58 (Ct. App. 2009).

The Court should deny the Leigh-Jones' motion for a receiver because there is no evidence that a true "deadlock" exists as that term is defined in the statute or that would warrant such drastic action per S.C. Code Ann. § 33-14-300, or S.C. Code Ann. § 33-18-430 for that matter, as Leigh-Jones would have the Court believe. See Exhibit 10 [LLR Complaint]; and Exhibit 27 [CTAR Ethics Complaint] to Olasov Supp. Aff.; Olasov Supp. Aff., ¶ 22, 23-44;

Steenhuysen Aff., ¶ 4-10; Walker Aff., ¶ 7; Draper Aff., ¶¶ 2-6. Furthermore, the current record in this case is woefully inadequate to justify the appointment of a receiver and Leigh-Jones submitted no affidavits in support of her Motion until recently⁴. Rule 6(d), SCRC, requires affidavits supporting a motion to be served with the motion, which Leigh-Jones failed to do. Therefore, even though Leigh-Jones filed an affidavit on March 24, 2014 in support of her Motion, that affidavit is not properly considered by the Court.

The evidence in this case demonstrates that Sebrina Leigh-Jones brought the initial suit and filed this motion to have a receiver appointed for ulterior and improper purpose of eliminating the ability of LLH and Eve Olasov to enforce a noncompetition agreement that Sebrina Leigh-Jones heavily negotiated with Eve Olasov and is well documented in the record. Moreover, Leigh-Jones hopes to obfuscate the facts as to her violations and breaches of the parties' Agreements –namely the noncompetition agreement and the “hijacking” of and infringement upon LLH's trademark.

Sebrina Leigh-Jones should be estopped from seeking judicial dissolution based on her own misconduct – all of which is more fully set forth herein and in the lawsuit brought by LLH as Eve F. Olasov as well as affidavits on file with the court. See Exhibit 10 [LLR Complaint]; and Exhibit 27 [CTAR Ethics Complaint] to Olasov Supp. Aff.; Olasov Aff.; Olasov Supp. Aff., ¶¶ 1-44; Steenhuysen Aff., ¶¶ 3-17; Nowroozyani Aff., ¶ 7; Walker Aff., ¶ 7; Draper Aff., ¶¶ 2-6. Sebrina Leigh-Jones has breached the parties' agreements in the following particulars, to wit:

1. Instead of paying the full Stock Subscription price, Leigh-Jones unilaterally incurred a host of expenses, including but not limited to: (i) the cost of employees to run 95 Broad Street, expenses to promote, market and support the business of Luxury Simplified and Leigh-Jones via the internet, signage, promotional print ads and other

⁴ It is also telling that Leigh-Jones attached no supporting documentation to her affidavit whatsoever.

media for “Luxury Simplified”, “Luxury Simplified Group” and their other companies to the exclusion of LLH. Despite the little to no work performed by these employees on LLH’s behalf, Leigh-Jones allocated these “expenses” to LLH at a rate vastly in excess of the \$200,000 budgeted for LLH for an entire twelve (12) month period, while Sebrina Leigh-Jones simultaneously failed to pay much of the \$240,000 she was required to pay in monthly installments under the Stock Subscription Agreement. See Olasov Aff., ¶ 59. Leigh-Jones spent thousands of dollars trying to optimize their website (such that it appears further up the Google search results list) and tried to steal LLH’s code which Olasov had spent years optimizing and which the parties heavily negotiated. Olasov Aff., ¶ 32-36; Olasov Supp. Aff., ¶ 26-29.

2. Stealing of LLH’s trademark, trade dress and logo. Eve Olasov agreed that the Leigh-Jones’ would own separate *complimentary* businesses. However, in no way did her understanding of these separate businesses color, change or otherwise give the Leigh-Jones’ the right within the Agreements to have any of their separate businesses to be co-mingled or to compete with LLH with respect to branding, corporate identity, LLH expenses, bookkeeping or even publicity. The Leigh-Jones’ separate businesses were not addressed in the Agreements in any way. In fact, it appears Chris and Sebrina Leigh-Jones purposefully neglected to apprise Olasov of their plans prior to closing. They waited until a week after the closing to present all of the details about “Luxury Simplified”. Olasov knew nothing about Luxury Simplified prior to closing. Their claims that Olasov had access to the online

“Dropbox” prior to their disclosure to Olasov of the “Luxury Simplified” brand are hollow as Olasov didn’t have any reason to look in the DropBox at that time.

3. Sebrina Leigh-Jones consistently refused to be properly supervised in accordance with applicable South Carolina law and constantly acted with impunity towards her obligations to Olasov. See Exhibit 10 [LLR Complaint]; and Exhibit 27 [CTAR Ethics Complaint] to Olasov Supp. Aff.; Peé Aff., ¶¶ 3-4. The Leigh-Jones’ began to compete with LLH directly through the use of LSRE, even having the audacity to have its office be the very same office LLH was leasing at 95 Broad Street from Leigh-Jones’ company, Bridge Charleston Investments, LLC. See Deposition of Mary Shannon Swanson, pp. 17-19, 33-35, 65-74. The Leigh-Jones’ did not have the right to set up a competing real estate firm called LSRE inside the very office space at 95 Broad Street where LLH already had a valid lease. Olasov Supp. Aff., ¶ 40.
4. The Leigh-Jones’ did not have the right to misappropriate the long standing LLH office telephone number to the LSRE agents in order to steal LLH’s current and prospective customer calls. The Leigh-Jones’ did not have the right to transfer the LLH logo for signage and marketing to another real estate company, LSRE and other companies they solely own. Walker Aff., ¶ 7; Olasov Supp. Aff., ¶¶ 37-42.
5. Leigh-Jones’ goal is to put LLH out of business in order to eliminate the non compete and steal trademark and use for their own companies, Luxury Simplified, Luxury Simplified Group [an entity to be formed][See organizational chart “Bates Stamped “SLJ-00503-00504”, attached hereto as **Exhibit 1**], LSRE, Luxury Concierge, etc.

6. The Leigh-Jones' did not have the right to conspire with LLH agents for purposes of diverting valuable listings to competing real estate companies which they have done.

Even where a corporation is completely deadlocked, dissolution is “clearly improper” where the corporation is profitable, has growth potential, and the parties involved in the business have invested substantial time and money to benefit the corporation. See Hendley v. Lee, 676 F. Supp. 1317, 1323-24 (D.S.C. 1987). LLH, other than during the Great Recession, has historically been profitable.

The dissolution of a profitable enterprise is a drastic measure and “[c]onsideration of the stockholders’ best interests is.... the most relevant factor in this type proceeding, and that interest is ‘reflected to a large degree in the profitability of the corporation.’” Id. at 1324 (quoting Gillingham v. Swan Falls Land & Cattle Co., 106 Idaho 859, 683 P.2d 895, 898 (Idaho Ct. App.1984)).]

Neither LLH nor Eve Olasov have acted in any manner that is illegal, fraudulent, oppressive or unfairly prejudicial to LLH or to any of their shareholders, including Leigh-Jones. Nor is there evidence to support the claim that Defendants have or are misapplying or wasting corporate assets.

The burden of proof is on the applicant who seeks the appointment of a receiver and Leigh-Jones has failed to meet that burden. When all allegations are fully met by the Defendants’ Answer, a receiver may not be appointed unless the Leigh-Jones offers further proof in support of h[er] pleading. See South Trust Company v. Cudd, 164 S.E. 428 (S.C. 1932); S.C. Jur. 21 Receivers § 8. Leigh-Jones has not put forth any evidence in support of her Motion and her unsubstantiated allegations are insufficient to justify the appointment of a receiver or custodian.

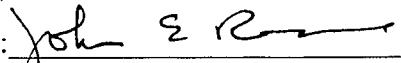
Rather, the evidence before this Court establishes that Leigh-Jones seeks to have a receiver appointed for the ulterior and improper purpose of eliminating LLH's existence in order to stop enforcement of the non-compete agreement she entered into. Moreover, Leigh-Jones seeks to obfuscate her breaches of the parties' Agreements as more fully set forth in the Amended Complaint filed by LLH and Olasov. It would be in error to appoint a receiver and scuttle the enterprise because a shareholder seeks to use the Court for an improper purpose of competing in violation of a non-compete she heavily negotiated and insisted on. Leigh-Jones' Motion is not supported by any credible evidence or the law of this State and must be denied.

CONCLUSION

For the above mentioned reasons, this Honorable Court should deny the Leigh-Jones' motion for the appointment of a receiver and/or custodian.

Respectfully submitted,

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Charleston, South Carolina
April 24, 2014.

ATTORNEYS FOR EVE OLASOV AND LLH

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

FORM 4

2013-CP-10-4798
JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-6162

Luxury Land and Homes, Inc. and Eve F. Olasov

Sebrina Leigh-Jones, Chris Leigh-Jones, Luxury
Simplified, LLC; et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : The above captioned case shall be consolidated with the case of Sebrina Leigh-Jones v. Eve Olasov [2013-CP-10-4798] for discovery purposes.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2134
Judge Code

Date

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2013 CP-10-6162

Luxury Land and Homes, Inc. and Eve F. Olosov

Sebrina Leigh-Jones, Chris Leigh-Jones, Luxury
Simplified, LLC; et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk : The above captioned case shall be consolidated with the case of Sebrina Leigh-Jones v. Eve Olosov [2013-CP-10-4798] for discovery purposes.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2134
Judge Code

Date

5/22/14

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2013-CP-10-04798

SEBRINA LEIGH-JONES,

Plaintiff,

vs.

EVE F. OLASOV,

Defendant.

SEBRINA LEIGH-JONES' MEMORANDUM
IN SUPPORT OF MOTION TO APPOINT
CUSTODIAN

FILED
2014 JUN -9 PM 12:55
BY JULIE J. ARMSTRONG
CLERK OF COURT

LUXURY LAND AND HOMES, INC., and
EVE F. OLASOV,

Plaintiffs,

vs.

SEBRINA LEIGH-JONES; CHRIS LEIGH-
JONES; LUXURY SIMPLIFIED, LLC;
BRIDGE CHARLESTON INVESTMENTS,
LLC; and LUXURY SIMPLIFIED REAL
ESTATE, INC.,

Defendants.

Case No. 2013-CP-10-06162

Plaintiff/Defendant Sebrina Leigh-Jones ("Sebrina"), through her undersigned attorneys, submits this Memorandum in Support of her Motion to Appoint a Custodian pursuant to sections 33-14-320 and 40-57-135(C)(3) of the South Carolina Code of Laws.¹ Specifically, Sebrina requests that this Court appoint an interim broker-in-charge to: (1) adequately supervise Sebrina to ensure her compliance with Title 40, Chapter 57 entitled "Real Estate Brokers, Salesmen and Property Mangers"; (2) to review and approve all forms of listing agreements, agency agreements, offers, sale contracts,

¹ This Motion was filed on January 9, 2014 before any of the other motions currently pending before the Court. The Motion and Memorandum will also be supported by several live witnesses at the hearing. Sebrina also requests that the Court consider this Memorandum as part of the Joint Memorandum in Opposition to Olasov's TRO and Preliminary Injunction Motion. It is specifically relevant to whether Olasov is likely to succeed on the merits of this case.

purchase contracts, leases, options, contract addenda, or other routinely used contractual documents; (3) to maintain adequate, reasonable, and regular contact with Sebrina, who is actively engaged in real estate transactions, so as to prevent or curtail practices by Sebrina that could violate any provision of applicable South Carolina real estate law; (4) to instruct Sebrina on the proper handling of trust funds; (5) be available to the public during normal business hours in order to discuss or resolve complaints and disputes which arise during the course of real estate transactions in which Sebrina is involved; and (6) to ensure that accurate and complete records, as required by applicable South Carolina real estate law, are maintained for real estate trust accounts. The six items listed above are the statutory duties required of a broker-in-charge ("BIC"). *See* S.C. Code Ann. §40-57-135 (2013) (entitled "Duties of broker-in-charge").

Sebrina is a relatively new real estate agent. Eve Olasov is Sebrina's BIC. The two are at complete odds with each other, have significant and substantial deadlock on virtually all issues regarding Luxury Land & Homes, Inc., and have asserted multiple claims against the other alleging, *inter alia*, misappropriation of company funds, fraud and fraud in the inducement.² Olasov has also attempted to have Sebrina's real estate license revoked by filing grievances with LLR and the local real estate association, CTAR.

Olasov has a statutory duty to supervise Sebrina, "to maintain adequate, reasonable, and regular contact with" Sebrina, and to be available to the public during normal business hours to discuss and resolve issues relating to the real estate transactions in which Sebrina is involved. *See* S.C. Code Ann. §40-57-135 (2013), entitled "Duties of broker-in-charge. However, because of the parties' hostile situation, Eve has admittedly failed to comply with her statutory duties as broker-in-charge to the detriment of Sebrina, Luxury Land & Homes, Inc. ("LLH") and, more importantly, the public. Indeed, Olasov has admitted that "**it fell apart** and -- and, you know, once there's a lawsuit ensuing, you know,

² Both parties have alleged fraud in the inducement, which permits the Court to void the agreements and return the parties to the *status quo ante*, which is essentially what Sebrina's original Complaint for dissolution sought.

I'm not going to sit in an office across -- ten feet from the person suing me **so clearly my ability to go to the office and -- and function there was -- was, you know, over,** so that wasn't -- that wasn't realistic, **I couldn't work in an office with someone suing me.** Olasov Dep., pp 260:21-261:3 (emphasis added). Furthermore, Olasov's own real estate and BIC expert Kenneth Walker testified "[o]bviously this thing is a cat fight but they are still trying to do business together. **The state law, I think, would frown on that, if you want to know the truth. I think the intent of the state law would say, that's an adversarial relationship we don't want in real estate.**" Walker Dep., pp. 113:23-114:3. Mr. Walker's conclusion was "the best thing that could have happened is if they had went their separate ways and agreed to disagree." *Id.* at p. 113:8-10. This is precisely what Sebrina sought to accomplish when she was ultimately forced to initiate the first of all of these lawsuits by seeking a simple dissolution of LLH. However Eve, whose personal financial situation is dreary, views this case as her track to retirement. To the detriment of their business and clients, Olasov refused to work out a reasonable solution for Sebrina and her to part ways. Instead, Olasov responded to Sebrina's dissolution action with a 79-page Complaint and asserting 34 causes of action against Sebrina and third parties by way of her Complaint and Counter-claims.

Because of the hostile situation between the parties and Olasov's failure comply with her statutory duties as broker-in-charge, Sebrina seeks Court appointment of an interim broker-in-charge to ensure compliance with South Carolina law and to protect LLH and the public.

RELEVANT FACTUAL HISTORY

In 2011, Sebrina Leigh-Jones and her family purchased a home on John's Island and established residence there. Eve Olasov was their real estate agent for the transaction. During 2012 Sebrina and her husband, having been through the experience of purchasing a home and desiring to invest in real estate in Charleston, came up with the idea of forming businesses that would offer a range of services related to real estate. However, Sebrina wanted to affiliate with an existing

brokerage. She approached Eve Olasov, who had a broker's license, and began a series of discussions that culminated in Sebrina's purchasing 50% of the stock in LLH. The closing of the transaction occurred on October 26, 2012, with an effective date of October 1, 2012.

During the pre-purchase negotiations, Sebrina learned that Olasov was in serious financial trouble. Olasov owed significant sums to personal creditors and was in negotiations with her creditors to avoid the foreclosure of her home. The situation was similar for the business LLH, such that Olasov was contemplating shutting down her business.

However, based on multiple inducing representations by Olasov, Sebrina agreed to buy into LLH for a total of \$420,000, consisting of a \$200,000 cash infusion to LLH and a \$220,000 wire transfer to Olasov to help relieve her personal debt. As an accommodation to Olasov, the \$220,000 was wired on the 18th of October, nine days before the agreements were actually signed, to help relieve immediate pressure from Olasov creditors.

From October 2012 to May of 2013, Olasov was enthusiastic and complimentary to Sebrina about the direction LLH was headed. During this time, Sebrina infused approximately \$530,000 into LLH including the purchase price, the personal loan to Olasov with additional expenditures based on Olasov's recommendations about what was needed to make the brokerage profitable. Prior to October 2012, before Sebrina purchased half of LLH, the company's financial documents showed Olasov's real estate production in the year prior at approximately \$3.3 million in sales. That level of production was a substantial reason for Sebrina's decision to invest in Olasov and her company. However, in the seven months following Sebrina's investment, Olasov's revenue production virtually stopped, as she managed to sell only one property for \$140,000,³ translating to company revenues from of \$8,200. In addition to Olasov's lack of production, she did not have regular company meetings, was absent from the office a great deal of the time, provided little training and no supervision to Sebrina or other agents,

³ The only sale of property for Olasov after Sebrina purchased an interest in the company was for one the character's (Leva Nowroozyani) on the Bravo channel's *Southern Charm* show. Olasov also wrote the contract for a small investment property for Sebrina's husband, Chris Leigh-Jones.

and neglected to keep centralized files or accounting for the brokerage. Olasov's lack of production and performance became worse when she became consumed with becoming a reality TV star on Bravo's *Southern Charm* show. Olasov also fired support staff without replacing their services. For these reasons, LLH's agents found working with Olasov to be counterproductive, frustrating and dysfunctional. Susan Davidge-Zahn and Terri Seignious, the only agents other than Sebrina, resigned from the company. On May 29, 2013, Sebrina wrote Olasov the following regarding the situation that she and Olasov found themselves in:

Dear Eve . . . Today was an interesting day. . . I spent from 8-11 today working side by side with women who gave themselves freely to the betterment of orphans in China for the last 10 years. Their story and dedication moved me and made me realize how fortunate we truly are, and how our problems are minuscule to the issues face by these abandoned children . . . I see no foreseeable resolution to the deadlock issues we face and the unsustainable imbalance of burden between partners is quite simply untenable. As a result, I ask with a very very heavy heart, that we meet to discuss the best path forward in dissolving our partnership agreement in a manner that is not detrimental to our individual interests.

See Exhibit 1 (SLJ 1020, May 29, 2013 Email from Leigh-Jones to Olasov).

Over the course of the next several weeks Sebrina offered to sell her interest in LLH back to Olasov for \$1.00 and let Olasov retain the hundreds of thousands of dollars that Sebrina had invested in LLH (and Olasov personally), as well as LLH's \$17 million listing inventory and \$40,000 in LLH's operating account. Olasov, together with her lawyer brother, responded with huge monetary demands and invented an implausible conspiracy theory that Sebrina had always sought to shut down LLH. This led to Sebrina filing a straightforward dissolution action. Olasov responded to Sebrina's dissolution action with a 79-page Complaint asserting 34 separate causes of action against Sebrina and the alleged conspirators by way of her complaint and counter-claims.

Since the filing of the complaints, the situation between Sebrina and Olasov has become much worse. Although the parties' Shareholder Agreement states, "Eve and Sebrina shall jointly engage legal counsel for the Company," Olasov has unilaterally hired Rosen Rosen and Hagood and converted

thousands of dollars from LLH's operating account to sue Sebrina and to pay her lawyers, experts, deposition costs, arbitration and mediation fees.⁴ What is worse, Sebrina is the only person generating income for LLH. Thus, Sebrina has literally been working to fund Olasov's litigation against her.

Currently, Eve has no listings, and Sebrina has a sales pipeline with LLH exceeding \$14.5 million including the following:

UNDER CONTRACT:

- 14 Middleton Oaks, Charleston \$900,000

ACTIVE LISTINGS:

- 2765 Anchor Watch Way, Wadmalaw - \$2.6MM
- 113 East Arctic Unit C, Folly Beach - \$1.25MM (will be active in MLS next week)
- 3554 Bohicket Road, Johns Island \$2.95MM (will be active in MLS next week)
- 1501 Relyea Ave, James Island \$282,500

FINALIZING LISTING AGREEMENTS:

- 21 Waterway Island, Isle of Palms - \$2.8MM
- E. Ashley Ave, Folly Beach - \$1.235MM
- 160 Joseph Ln, Summerville - \$1.5MM

BUYER AGENCY AGREEMENT:

- Clients from Australia - South of Broad and Ansonborough \$1MM budget

Sebrina has the listings with LLH, while Olasov refuses to supervise her as required by applicable BIC law. Indeed, Olasov has testified that since the filing of lawsuits her relationship with Sebrina "fell apart and -- and, you know, once there's a lawsuit ensuing . . . my ability to go to the office and -- and function there was -- was, you know, over . . . I couldn't work in an office with someone suing me. Olasov Dep., pp 260:21-261:3. Because of the hostile situation between the parties, Sebrina has been forced spend her own funds to seek independent real estate legal counsel (Lynn Crooks) to supervise and advise her on applicable real estate law to protect LLH's clients.

Since Sebrina has asked to be free of her partnership, Olasov has sought to destroy Sebrina's real estate career, starting with the firing all of LLH's support staff. Olasov also refuses to allow Sebrina to market any of her listings. Recently, Sebrina, with her own funds, sought to create a new

⁴ Olasov's lawyers, expert fees and mediation costs have drained LLH's operating account to where it now only contains \$734.97.

website (LuxuryLowCountryLiving.com) to promote Sebrina's LLH listings. Olasov has refused to provide approval to this request and demanded that Sebrina push all of her listings to Olasov's personal site www.luxurylandandhomes.com. Section 2.7 of the parties' Shareholder Agreement states Olasov will retain www.luxurylandandhomes.com as her personal agent website "for her own use." It also provides that "Sebrina shall have the right to create develop, manage and maintain websites other than the LLH websites." See Section 2.7.2 "Management, Control and Ownership of Websites." Additionally, Olasov has moved LLH funds into a non-company account and provided false information to the creators of the *Southern Charm* show to portray LLH in a false light that misleads the public as to what listings belong to LLH.

Olasov has done everything in her power, and even gone against the advice of her attorneys, to sabotage Sebrina's career in real estate. For instance, Olasov filed licensing and ethical complaints against Sebrina that seek to have Sebrina's real estate license revoked. In her complaint to the local real estate association, Olasov stated "my legal counsel has cautioned me not to file any complaints until our legal disputes are behind us." She has ignored this advice. These are some of the reasons why Sebrina requests the appointment of an interim BIC while this litigation is pending.

LEGAL ARGUMENT

Sebrina requests that the Court appoint an interim BIC to: (1) adequately supervise her to ensure her compliance with Title 40, Chapter 57 entitled "Real Estate Brokers, Salesmen and Property Mangers"; (2) to review and approve all forms of listing agreements, agency agreements, offers, sale contracts, purchase contracts, leases, options, contract addenda, or other routinely used contractual documents; (3) to maintain adequate, reasonable, and regular contact with her, who is actively engaged in real estate transactions, so as to prevent or curtail practices by her that could violate any provision of applicable South Carolina real estate law; (4) to instruct her on the proper handling of trust funds; (5) be available to the public during normal business hours in order to discuss or resolve complaints and

disputes which arise during the course of real estate transactions in which she is involved; and (6) to ensure that accurate and complete records, as required by applicable South Carolina real estate law, are maintained for real estate trust accounts. The six items listed above are the statutory duties required of a broker-in-charge. *See* S.C. Code Ann. § 40-57-135 (2013) (entitled “Duties of broker-in-charge”).

Section 33-14-320 of the South Carolina Code allows “a court in a judicial proceeding brought to dissolve a corporation [to] appoint receivers to wind up and liquidate, or custodians to manage, the business and affairs of the corporation.” S.C. Code Ann. § 33-14-320 (2013). This section provides the following:

The court may appoint an individual or a domestic or foreign corporation (authorized to transact business in this State) as a receiver or custodian.

...

The court shall describe the powers and duties of the receiver or custodian in its appointing order, which may be amended. Among other powers:

the custodian may exercise all of the powers of the corporation, through or in place of its board of directors or officers, to the extent necessary to manage the affairs of the corporation in the best interests of its shareholders and creditors.

The court during a receivership may redesignate the receiver a custodian, and during a custodianship may redesignate the custodian a receiver, if doing so is in the best interests of the corporation, its shareholders, and creditors.

The court during the receivership or custodianship may order compensation paid and expense disbursements or reimbursements made to the receiver or custodian and his counsel from the assets of the corporation or proceeds from the sale of the assets.

S.C. Code Ann. §33-14-320 (2013).

Additionally, section 40-57-135(C)(3) of the South Carolina Code of Laws states “ [i]n the event of the death or medical incapacitation of a broker-in-charge or property manager-in-charge which precludes him from carrying out duties as required in this chapter, the department may permit an associated licensee to act as broker-in-charge or property manager-in-charge for up to six months.”

The South Carolina Real Estate Commission is aware of the difficult LLH situation and is prepared to abide by any order of the Court appointing an interim BIC.

Olasov's own real estate and BIC expert, Kenneth Walker, testified "[o]bviously this thing is a cat fight but they are still trying to do business together. The state law, I think, would frown on that, if you want to know the truth. I think the intent of the state law would say, that's an adversarial relationship we don't want in real estate." Walker Dep., pp. 113:23-114:3. Mr. Walker's expert opinion is that this situation is "simply not going to work."

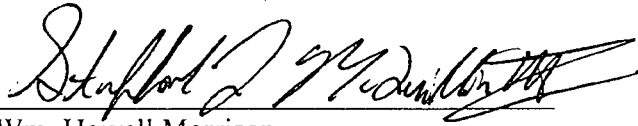
The code says that we put the real estate transaction first; we put the money second. Now, it's referring to commission splits. But I think as men of reason, we could say that could easily be applied to owner disputes, as well. I would -- I've highly recommended to both Eve and Sebrina, find another way to deal with this. If you're going to try to be agent/broker, you're going to have problems. I mean, it's just simply not going to work. I'm not going to blame one over the other. They're both mature adults. They both went through pre-licensing schools, and they both went through the board orientation. They know what's right and what's wrong, or should know. And what's wrong is that real estate transaction, the buyers and the sellers, should never be a party to any of this action.

Id. at p. 151:9-25.

Because of the parties' hostile situation described above, Sebrina requests that this Court appoint an interim BIC to protect the public and "put the transaction first." Sebrina is willing "to put the money second" in order to protect the public and receive the training and supervision that Olasov has neglected to perform. She intends to submit two curriculum vitae of licensee/BICs for the Court to consider at the hearing of this matter.

CONCLUSION

For the reasons stated above, Sebrina requests that the Court appoint an interim broker-in-charge to protect the public and ensure compliance with S.C. Code Ann. §40-57-135, entitled "Duties of broker-in-charge."



Wm. Howell Morrison

Stafford J. McQuillin III

HAYNSWORTH SINKLER BOYD, P.A.

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P. O. Box 340

Charleston, SC 29402-0340

(843) 722-3366

Attorneys for the Defendant Sebrina Leigh-Jones

June 9, 2014

Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
Case No. 2013-CP-10-04798

SEBRINA LEIGH-JONES,

Plaintiff,

vs.

EVE F. OLASOV,

Defendant.

**ORDER APPOINTING INTERIM BROKER-
IN-CHARGE**

LUXURY LAND AND HOMES, INC., and
EVE F. OLASOV,

Plaintiffs,

vs.

SEBRINA LEIGH-JONES; CHRIS LEIGH-
JONES; LUXURY SIMPLIFIED, LLC;
BRIDGE CHARLESTON INVESTMENTS,
LLC; and LUXURY SIMPLIFIED REAL
ESTATE, INC.,

Defendants.

Case No. 2013-CP-10-06162

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 JUN 23 AM 9:14

FILED

The first of these related cases, filed in August 2013 by Sebrina Leigh-Jones ("Leigh-Jones"), seeks dissolution of Luxury Land & Homes, Inc. ("LLH" or "company"), a real estate brokerage in which Leigh-Jones and Eve F. Olasov ("Olasov") each owns a half interest. Leigh-Jones purchased fifty percent of the shares of LLH in October 2012. Olasov is the designated BIC for LLH.

Beginning in the spring of 2013, serious disagreements developed between Leigh-Jones and Olasov (the "parties") as to the management of the company and their respective obligations to each other and the company. In response to Leigh-Jones' dissolution filing, Olasov responded with counter-claims and the filing of a second action with claims against Leigh-Jones and other persons and entities as listed in the caption for this matter.

B

On January 9, 2014, Leigh-Jones filed a Motion to Appoint a Custodian pursuant to section 33-14-320 of the South Carolina Code of Laws. The Court presided over a hearing on the appointment motion and Olasov's motion for a temporary injunction on June 10 and 11, 2014. The hearing has not concluded and is scheduled to resume on August 18, 2014. At the end of the second day of the hearings, Leigh-Jones's attorneys argued that the Court should appoint an interim broker-in-charge¹ ("BIC") for the supervision of Leigh-Jones and in the interest of the public. The motion was based on evidence at the hearing of (i) the disintegration of the professional relationship between the parties to the point that they are adversarial and (ii) Leigh-Jones' need for professional support and supervision per state statute. Leigh-Jones asserts that she has sales contracts under current listings and anticipates additional listings with sales contracts that will need to close in the near future prior to the disposition of this litigation. It is clear to the Court from the two days of hearings that Leigh-Jones and Olasov have irreconcilable differences as to management issues and an irreparable working relationship. As such, the Court believes appointment of an interim broker-in-charge is necessary for the statutory supervision of Leigh-Jones as a real estate agent and for the protection of the public.

Section 33-14-320 of the South Carolina Code authorizes "a court in a judicial proceeding brought to dissolve a corporation [to] appoint . . . custodians to manage, the business and affairs of the corporation." S.C. Code (Ann.) §33-14-320 (2013). Leigh-Jones seeks a custodian in the person of an interim BIC who will: (1) adequately supervise her to ensure her compliance with Title 40, Chapter 57 of the Code entitled "Real Estate Brokers, Salesmen and Property Mangers"; (2) review and approve all forms of listing agreements, agency agreements, offers, sale contracts, purchase contracts, leases, options, contract addenda, or other routinely used contractual documents; (3) maintain adequate, reasonable, and regular contact with her while she is actively engaged in real estate transactions, so as

¹ In her *Memorandum in Opposition* Olasov's attorneys state that the only appropriate "appointee would have to be a licensed real estate broker in order to comply with S.C. real estate licensing law found in Title 40 of the S.C. Code." (Olasov Memo. in Opp. p. 3) However, at the hearing Olasov's attorneys argued that appointment of a BIC is not justified under §40-57-135(C)(3) based on the facts developed in the record.



to prevent or curtail practices by her that could violate any provision of applicable South Carolina real estate law; (4) instruct her on the proper handling of trust funds; (5) be available to the public during normal business hours in order to discuss or resolve complaints and disputes which arise during the course of real estate transactions in which Leigh-Jones is involved; and (6) ensure that accurate and complete records, as required by applicable South Carolina real estate law, are maintained for real estate trust accounts. The six items listed above are statutory duties required of a broker-in-charge per S.C. Code (Ann.) §40-57-135 (2013).

The Court finds that Olasov does not require additional BIC supervision. Leigh-Jones, however, is not a BIC and must be provided BIC supervision per state law. At the hearing, counsel for Leigh-Jones provided the curriculum vitae of Charles F. Middleton, a licensed real estate broker, who the Court finds has the requisite experience to serve as the interim BIC for Leigh-Jones. For the reasons set forth above and the apparent likelihood that closings will need to occur in the near future, the Court finds that the appointment of an interim BIC is necessary.

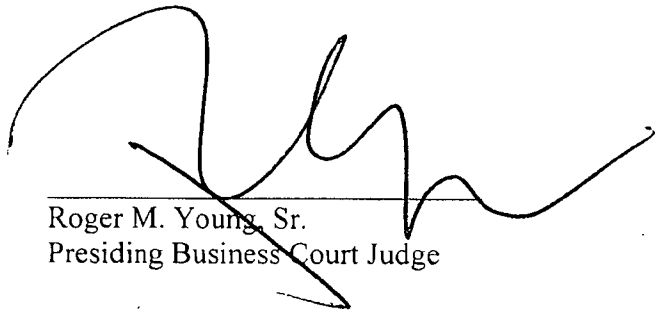
NOW, THEREFORE, PURSUANT TO S.C. CODE §33-14-320, IT IS HEREBY ORDERED:

- that Charles F. Middleton shall commence service as the interim broker-in-charge for Leigh-Jones as of the date this Order is filed until relieved by further order of the Court;
- that Middleton shall fulfill the duties of BIC for Leigh-Jones as set forth at S.C. Code (Ann.) §40-57-135 (2013);
- that Middleton shall supervise Leigh-Jones in compliance with Title 40, Chapter 57, entitled "Real Estate Brokers, Salesmen and Property Mangers" and that Olasov is hereby relieved of her supervisory authority and responsibility over Leigh-Jones for such time as Middleton remains appointed as interim BIC;
- that Middleton's responsibilities as interim BIC shall not extend to Olasov;
- that Middleton shall open a new operating account in the name of "LLH, Inc./Leigh-Jones" with himself as co-signatory with Leigh-Jones for the handling and disposition of all revenues generated from Leigh-Jones's listings/closings, and that Middleton shall make all decisions on disbursement of all funds from that operating account and shall provide copies of the statements for that operating account to Olasov;

- that Leigh-Jones shall continue to utilize the existing trust account for LLH for which she is a co-signatory with Olasov;
- that no company revenues generated from Leigh-Jones's listings shall be used by Olasov or Leigh-Jones to pay any fees, costs or expenses associated with this litigation; and
- that Middleton shall be compensated for his services by Leigh-Jones at the time of disbursement from her clients' closings in the amount of 10% of the net commission due to Leigh-Jones, with 80% for Leigh-Jones, and 10% to the LLH Trust Account, in accordance with Leigh-Jones' current commission split arrangement with LLH.

IT IS SO ORDERED.

June 17, 2014.



Roger M. Young, Sr.
Presiding Business Court Judge

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

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WM. HOWELL MORRISON
DIRECT DIAL NUMBER 843.720.4406
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June 25, 2014

BY HAND DELIVERY

The Honorable Roger M. Young, Sr.
Administrative Judge, Ninth Judicial Circuit
Charleston County Judicial Center
100 Broad Street, Suite 368
Charleston, SC 29401

Re: *Sebrina Leigh-Jones v. Eve F. Olasov* Case No. 2013-CP-10-4798
Luxury Land and Homes, Inc. and Eve F. Olasov v. Sebrina Leigh-Jones, Chris Leigh-Jones, Luxury Simplified, LLC, Bridge Charleston Investments, LLC and Luxury Simplified Real Estate, Inc. Case No. 2013-CP-10-6162

Dear Judge Young:

The Interim Broker-in-Charge, Charles Middleton, has called attention to a mistake in the Order Appointing Interim Broker-in-Charge. The error is in the last bullet point and is the fault of my office. The instruction to Mr. Middleton to place 10% net commissions into the "LLH Trust Account" should have read into the "LLH Operating Account" instead.

As a substantive matter placing these funds into the trust account would be an abuse of that account in which a broker may not commingle funds that are the property of the brokerage. The trust account is used for client funds only.

I enclose herewith a substitute page 4 of your Order, along with two copies, and request that you sign this and return it to us in the enclosed envelope whereupon we will have the Clerk of Court make the substitution of page 4 only. If you prefer that we have an entirely amended Order, please advise, and we will handle the situation in that manner.

Thanking you for your assistance with this, I remain

Respectfully yours,



Wm. Howell Morrison

WHM/kmg

DM: 2230013

The Honorable Roger M. Young, Sr.

June 25, 2014

Page 2

cc (w/encl.): Richard Rosen, Esq. (by hand)
Frank Blanchard, Esq. (by hand)
Paul Tinkler, Esq. (by e-mail)
Rutledge Young, Jr., Esq. (by e-mail)
Mac McQuillin, Esq. (by e-mail)

- that Leigh-Jones shall continue to utilize the existing trust account for LLH for which she is a co-signatory with Olasov;
- that no company revenues generated from Leigh-Jones's listings shall be used by Olasov or Leigh-Jones to pay any fees, costs or expenses associated with this litigation; and
- that Middleton shall be compensated for his services by Leigh-Jones at the time of disbursement from her clients' closings in the amount of 10% of the net commission due to Leigh-Jones, with 80% for Leigh-Jones, and 10% to the LLH Operating Account, in accordance with Leigh-Jones' current commission split arrangement with LLH.

IT IS SO ORDERED.

June__, 2014.

Roger M. Young, Sr.
Presiding Business Court Judge

DM: 3728574 V.3

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

Case No. 2013-CP-10-04798

SEBRINA LEIGH-JONES,

Plaintiff,

vs.

EVE F. OLASOV,

Defendant.

**AMENDED ORDER APPOINTING INTERIM
BROKER-IN-CHARGE**

LUXURY LAND AND HOMES, INC., and
EVE F. OLASOV,

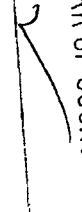
Plaintiffs,

vs.

SEBRINA LEIGH-JONES; CHRIS LEIGH-
JONES; LUXURY SIMPLIFIED, LLC;
BRIDGE CHARLESTON INVESTMENTS,
LLC; and LUXURY SIMPLIFIED REAL
ESTATE, INC.,

Defendants.

Case No. 2013-CP-10-06162

FILED
2014 JUL -1 PM 2:56
JULIE J. ARMSTRONG
CLERK OF COURT
BY 

The first of these related cases, filed in August 2013 by Sebrina Leigh-Jones ("Leigh-Jones"), seeks dissolution of Luxury Land & Homes, Inc. ("LLH" or "company"), a real estate brokerage in which Leigh-Jones and Eve F. Olasov ("Olasov") each owns a half interest. Leigh-Jones purchased fifty percent of the shares of LLH in October 2012. Olasov is the designated BIC for LLH.

Beginning in the spring of 2013, serious disagreements developed between Leigh-Jones and Olasov (the "parties") as to the management of the company and their respective obligations to each other and the company. In response to Leigh-Jones' dissolution filing, Olasov responded with counter-claims and the filing of a second action with claims against Leigh-Jones and other persons and entities as listed in the caption for this matter.

On January 9, 2014, Leigh-Jones filed a Motion to Appoint a Custodian pursuant to section 33-14-320 of the South Carolina Code of Laws. The Court presided over a hearing on the appointment motion and Olosov's motion for a temporary injunction on June 10 and 11, 2014. The hearing has not concluded and is scheduled to resume on August 18, 2014. At the end of the second day of the hearings, Leigh-Jones's attorneys argued that the Court should appoint an interim broker-in-charge¹ ("BIC") for the supervision of Leigh-Jones and in the interest of the public. The motion was based on evidence at the hearing of (i) the disintegration of the professional relationship between the parties to the point that they are adversarial and (ii) Leigh-Jones' need for professional support and supervision per state statute. Leigh-Jones asserts that she has sales contracts under current listings and anticipates additional listings with sales contracts that will need to close in the near future prior to the disposition of this litigation. It is clear to the Court from the two days of hearings that Leigh-Jones and Olosov have irreconcilable differences as to management issues and an irreparable working relationship. As such, the Court believes appointment of an interim broker-in-charge is necessary for the statutory supervision of Leigh-Jones as a real estate agent and for the protection of the public.

Section 33-14-320 of the South Carolina Code authorizes "a court in a judicial proceeding brought to dissolve a corporation [to] appoint . . . custodians to manage, the business and affairs of the corporation." S.C. Code (Ann.) §33-14-320 (2013). Leigh-Jones seeks a custodian in the person of an interim BIC who will: (1) adequately supervise her to ensure her compliance with Title 40, Chapter 57 of the Code entitled "Real Estate Brokers, Salesmen and Property Mangers"; (2) review and approve all forms of listing agreements, agency agreements, offers, sale contracts, purchase contracts, leases, options, contract addenda, or other routinely used contractual documents; (3) maintain adequate, reasonable, and regular contact with her while she is actively engaged in real estate transactions, so as

¹ In her *Memorandum in Opposition* Olosov's attorneys state that the only appropriate "appointee would have to be a licensed real estate broker in order to comply with S.C. real estate licensing law found in Title 40 of the S.C. Code." (Olosov Memo. in Opp. p. 3) However, at the hearing Olosov's attorneys argued that appointment of a BIC is not justified under §40-57-135(C)(3) based on the facts developed in the record.

to prevent or curtail practices by her that could violate any provision of applicable South Carolina real estate law; (4) instruct her on the proper handling of trust funds; (5) be available to the public during normal business hours in order to discuss or resolve complaints and disputes which arise during the course of real estate transactions in which Leigh-Jones is involved; and (6) ensure that accurate and complete records, as required by applicable South Carolina real estate law, are maintained for real estate trust accounts. The six items listed above are statutory duties required of a broker-in-charge per S.C. Code (Ann.) §40-57-135 (2013).

The Court finds that Olasov does not require additional BIC supervision. Leigh-Jones, however, is not a BIC and must be provided BIC supervision per state law. At the hearing, counsel for Leigh-Jones provided the curriculum vitae of Charles F. Middleton, a licensed real estate broker, who the Court finds has the requisite experience to serve as the interim BIC for Leigh-Jones. For the reasons set forth above and the apparent likelihood that closings will need to occur in the near future, the Court finds that the appointment of an interim BIC is necessary.

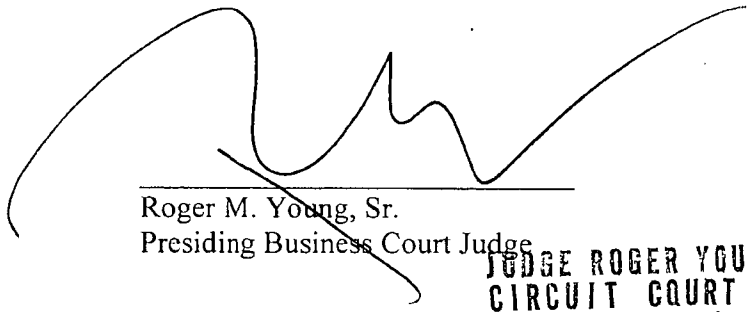
NOW, THEREFORE, PURSUANT TO S.C. CODE §33-14-320, IT IS HEREBY ORDERED:

- that Charles F. Middleton shall commence service as the interim broker-in-charge for Leigh-Jones as of the date this Order is filed until relieved by further order of the Court;
- that Middleton shall fulfill the duties of BIC for Leigh-Jones as set forth at S.C. Code (Ann.) §40-57-135 (2013);
- that Middleton shall supervise Leigh-Jones in compliance with Title 40, Chapter 57, entitled "Real Estate Brokers, Salesmen and Property Mangers" and that Olasov is hereby relieved of her supervisory authority and responsibility over Leigh-Jones for such time as Middleton remains appointed as interim BIC;
- that Middleton's responsibilities as interim BIC shall not extend to Olasov;
- that Middleton shall open a new operating account in the name of "LLH, Inc./Leigh-Jones" with himself as co-signatory with Leigh-Jones for the handling and disposition of all revenues generated from Leigh-Jones's listings/closings, and that Middleton shall make all decisions on disbursement of all funds from that operating account and shall provide copies of the statements for that operating account to Olasov;

- that Leigh-Jones shall continue to utilize the existing trust account for LLH for which she is a co-signatory with Olosov;
- that no company revenues generated from Leigh-Jones's listings shall be used by Olosov or Leigh-Jones to pay any fees, costs or expenses associated with this litigation; and
- that Middleton shall be compensated for his services by Leigh-Jones at the time of disbursement from her clients' closings in the amount of 10% of the net commission due to Leigh-Jones, with 80% for Leigh-Jones, and 10% to the LLH Operating Account, in accordance with Leigh-Jones' current commission split arrangement with LLH.

IT IS SO ORDERED.

June 26, 2014.



Roger M. Young, Sr.
Presiding Business Court Judge

JUDGE ROGER YOUNG
CIRCUIT COURT
OF SC NO 2134

DM: 3728574 V.3

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
Case No. 2013-CP-10-04798

SEBRINA LEIGH-JONES,

Plaintiff,

vs.

EVE F. OLASOV,

Defendant.

**MOTION TO ALTER, AMEND, OR
RECONSIDER ORDER**

LUXURY LAND AND HOMES, INC., and
EVE F. OLASOV,

Plaintiffs,

vs.

SEBRINA LEIGH-JONES; CHRIS LEIGH-
JONES; LUXURY SIMPLIFIED, LLC;
BRIDGE CHARLESTON INVESTMENTS,
LLC; and LUXURY SIMPLIFIED REAL
ESTATE, INC.,

Defendants.

Case No. 2013-CP-10-06162

FILED
2014 JUL -2 PM 2:43
JULIE J. ARMSTRONG
CLERK OF COURT
BY _____

PLEASE TAKE NOTICE that Defendant Eve F. Olasov (Olasov) in Case No. 2013-CP-10-04798 and Plaintiffs Luxury Land and Homes, Inc. (LLH) and Olasov in Case No. 2013-CP-10-06162 will move before the Presiding Judge of the Court of Common Pleas, Charleston County, Ninth Judicial Circuit, at the Judicial Complex, 100 Broad Street, Charleston, SC 29401, or at such other office as the Court may direct, for an Order altering, amending, and/or reconsidering the Order dated July 1, 2014 (a true and correct copy of which is attached hereto as "Exhibit A"), which appointed a new broker-in-charge with supervisory authority over Sebrina Leigh-Jones (Leigh-Jones), as follows:

(1) To hold that appointment of a new broker-in-charge for Leigh-Jones is not authorized by South Carolina law under the facts presented to this Court.

Olasov has acted as the licensed broker-in-charge (BIC) for LLH for approximately nine years. LLH's real estate brokerage license is attached to or associated with Olasov's license. It is undisputed that Leigh-Jones is a licensed salesperson associated with Olasov as BIC.

A licensed BIC and his or her licensed salespersons are governed by and subject to Chapter 57 of Title 40 of the South Carolina Code. Section 40-57-30(4) defines a "broker-in-charge" as "the broker who is designated as having responsibility over the actions of all associated licensees and also has the responsibility and control over and liability for any real estate trust accounts." S.C. CODE ANN. § 40-57-30(4). A "broker" is the individual "who for a fee, salary, commission, or other valuable consideration . . . or who with the intent or expectation of receiving compensation . . . negotiates or attempts to negotiate the listing, sale, purchase, exchange, lease, or other disposition of real estate or the improvements thereon [and] offers to act as an agent representing a principal in a real estate transaction." *Id.* § 40-57-30(3). "Associated licensee" means "a licensee who is affiliated with a broker-in-charge" *Id.* § 40-57-30(1). A "salesman" is "a licensee associated with a broker-in-charge" *Id.* § 40-57-30(15). South Carolina law is clear that a real estate salesperson or licensee cannot engage in real estate transactions except under a licensed BIC. "Trust account" means "an escrow account or properly designated bank account established and maintained by a broker-in-charge . . . to safeguard funds belonging to parties to a real estate transaction." *Id.* § 40-57-30(16).

As its justification for appointing a new BIC for Leigh-Jones, this Court's Order states that "Leigh-Jones and Olasov have irreconcilable differences as to management issues and an irreparable working relationship." *See* Order p. 2. The only "irreconcilable differences" presented by Leigh-Jones involve her refusals to comply with her obligations under her contracts with Olasov and LLH, including her agreement to pay the purchase price for her shares in LLH and her agreement not to

directly or indirectly compete with LLH. Leigh-Jones argues that her disputes with Olasov involving her contractual obligations constitute a sufficient justification for the appointment of another BIC in place of Olasov so that Leigh-Jones's activities as a real estate salesperson are no longer subject to Olasov's supervision or control. Putting aside for the moment the fact that Leigh-Jones's allegations of non-supervision by Olasov are contested and have not been proved by the evidence, even if her allegations are assumed to be true, they are insufficient as a matter of law to justify the appointment of another BIC.

Section 40-57-135(C)(3) states in clear and unambiguous terms the grounds under which a licensed salesperson's BIC may be replaced with another or different BIC. That section provides:

In the event of the death or medical incapacitation of a broker-in-charge or property manager-in-charge which precludes him from carrying out duties as required in this chapter, the department may permit an associated licensee to act as broker-in-charge or property manager-in-charge for up to six months.

S.C. CODE ANN. § 40-57-130(C)(3).

Ken Walker (an expert in South Carolina real estate brokerage practices; past President of the South Carolina Association of Realtors (SCAR); current member of SCAR's Board of Directors; past Regional Vice President and member of the Board of Directors of the National Association of Realtors; and teacher of pre- and post-licensing classes, including real estate law) testified that an interim BIC can be appointed only if the existing BIC dies or is incapacitated. *See* Ken Walker Depo. pp. 114-15 (excerpts attached as "Exhibit B").

None of the conditions set forth in § 40-57-130(C)(3) are applicable to this case. Olasov is alive and she is not incapacitated. If the legislature had intended to allow appointment of a new BIC in circumstances other than those set forth in § 40-57-130(C)(3), it would have said so in the statute. Simply stated, § 40-57-135(C)(3) does not authorize the appointment of another BIC for Leigh-Jones even if it is assumed that Leigh-Jones and Olasov have "irreconcilable differences as to management

issues and an irreparable working relationship.” This Court’s Order disregards the clear terms of the statute.

Instead of appointing a BIC in accordance with § 40-57-130(C)(3), this Court’s Order circumvents that statute by justifying the appointment of a new BIC under S.C. CODE ANN. § 33-14-320, which is part of the general corporation statute. Section 33-14-320 provides that as part of its relief in a dissolution action, the Court may appoint a receiver or custodian for the corporation to be dissolved. *See* S.C. CODE ANN. § 33-14-320. The Court may appoint a receiver or custodian *pendente lite* “to preserve the corporate assets wherever located” and to “carry on the business of the corporation until a full hearing [in a proceeding to dissolve the corporation] can be held.” *Id.* § 33-14-310. This Court’s reliance upon § 33-14-320 is clearly erroneous as a matter of law. First, even if this section properly applies to this case, which it does not, it is not necessary to appoint a new BIC for Leigh-Jones to preserve the corporate assets of LLH or to carry on LLH’s business. Indeed, this Court’s Order made no such findings. Leigh-Jones failed to present any evidence showing a single real estate transaction that LLH lost or was likely to lose because Olov refused to serve as BIC or to supervise Leigh-Jones’s listings. Conversely, Olov presented abundant evidence showing that she attempted to supervise Leigh-Jones and repeatedly requested information and documents from Leigh-Jones for this purpose, but Leigh-Jones refused to allow her to do so and refused to provide the documentation. This Court’s Order effectively appoints a new BIC for Leigh-Jones based on Leigh-Jones’s desire to rid herself of Olov’s supervision simply because they are adversaries in this litigation. The Court’s purported rationale for the appointment of a new BIC for Leigh-Jones is insufficient as a matter of law to justify such an appointment under § 33-14-320.

Second, nothing in § 33-14-320 authorizes the Court to appoint a new BIC for a licensed real estate brokerage subject to Chapter 57 of Title 40 of the South Carolina Code. Section 33-14-320 is contained in the general corporation statute. It nowhere states that it applies to a real estate brokerage

or BIC. In contrast, § 40-57-130(C)(3) is part of the statutes specifically governing the appointment of a real estate BIC. It is well-settled that “[w]here there is one statute addressing an issue in general terms and another statute dealing with the identical issue in a more specific and definite manner, the more specific statute will be considered an exception to, or a qualifier of, the general statute and given such effect.” *Spectre, LLC v. S. Carolina Dep’t of Health & Envtl. Control*, 386 S.C. 357, 688 S.E.2d 844, 852 (2010); *Wilder v. S. Carolina State Highway Dep’t*, 228 S.C. 448, 90 S.E.2d 635, 638 (1955); see also *Wooten ex rel. Wooten v. S. Carolina Dep’t of Transp.*, 333 S.C. 464, 511 S.E.2d 355, 357 (1999) (“A specific statutory provision prevails over a more general one.”).

Our courts further adhere to the canon of statutory construction “*expressio unius est exclusio alterius*” or “*inclusio unius est exclusio alterius*,” which holds that “to express or include one thing implies the exclusion of another, or of the alternative.” *Hodges v. Rainey*, 341 S.C. 79, 86, 533 S.E.2d 578, 582 (2000) (citation omitted). Courts are “confined to the statutory language” and cannot expand the statute simply because they may disagree with the wisdom of its provisions. *Scholtec v. Estate of Reeves*, 327 S.C. 551, 490 S.E.2d 603, 607 (Ct. App. 1997); see also *Hinton v. S. Carolina Dep’t of Prob., Parole & Pardon Servs.*, 357 S.C. 327, 592 S.E.2d 335, 339 (Ct. App. 2004) (“If a statute’s language is plain and unambiguous, and conveys a clear and definite meaning, there is no need to employ rules of statutory interpretation and the court has no right to look for or impose another meaning.”); *City of Camden v. Brassell*, 326 S.C. 556, 486 S.E.2d 492, 495 (Ct. App. 1997) (“Where the language of the statute is clear and explicit, the court cannot rewrite the statute and inject matters into it which are not in the legislature’s language.”).

Even if it is assumed that the general corporations statute would allow for the appointment of a new BIC for a real estate salesperson—which is denied in this case—the specific statute found at § 40-57-130(C)(3) is a qualifier to the general statute. As discussed above, § 40-57-130(C)(3) allows the appointment of a new BIC only when the existing BIC is dead or medically incapacitated. It does not

allow for the appointment of a new BIC because of “irreconcilable differences as to management issues,” an “irreparable working relationship” between the existing BIC and one of his or her salespersons, or any other reason stated in this Court’s Order. Because the conditions enumerated in § 40-57-130(C)(3) do not apply in this case, this Court clearly erred by appointing a new BIC for Leigh-Jones. The Court’s Order should be altered, amended, or reconsidered to hold that the Court lacks authority to appoint a new BIC for Leigh-Jones under the facts of this case.

(2) To hold that the Court has no authority to appoint a new broker-in-charge for Leigh-Jones until a full hearing is conducted on Leigh-Jones’s motion to appoint a receiver or custodian.

The Court improperly issued its Order appointing a new BIC before conducting a full hearing on Leigh-Jones’s motion and allowing Olasov and LLH to present their evidence in opposition to the motion. The hearing on Leigh-Jones’s motion started on June 10 and 11, 2014. However, the hearing did not finish and the Court rescheduled it to resume on August 18, 2014. When the hearing was adjourned at the end of the day on June 11, Leigh-Jones had not yet completed the presentation of her case and Olasov and LLH had not yet had the opportunity to present their rebuttal or response evidence. The Court’s Order specifically acknowledges that the hearing was not completed. *See* Order p. 2. Despite the fact that Olasov and LLH had not yet presented their witnesses and evidence in opposition to the appointment of a new BIC, the Court nevertheless *sua sponte* ordered at the end of the second day of testimony that it was appointing a new BIC for Leigh-Jones under S.C. CODE ANN. § 33-14-320, which authorizes the appointment of a receiver or custodian for a corporation. That statute provides that the Court shall not appoint a custodian or receiver until it has conducted a hearing on the matter. S.C. CODE ANN. § 33-14-320(a) (“The court shall hold a hearing, after notifying all parties to the proceeding and any interested persons designated by the court, before appointing a receiver or custodian.”).

The Court has not conducted a full or complete hearing on Leigh-Jones's motion; instead, it has heard only Leigh-Jones's evidence. If a full hearing had been held, Olasov and LLH would have shown that there are no exigent circumstances to justify the appointment of an interim BIC and that the alleged emergency necessitating the appointment of an interim BIC was wholly manufactured by Leigh-Jones. At the June 10 hearing, Leigh-Jones's attorneys represented that their client has a sales pipeline exceeding \$14 million necessitating the immediate appointment of an interim BIC to supervise Leigh-Jones. However, when Leigh-Jones filed her motion and in the months leading up to the June 10 hearing, Leigh-Jones had only one listing with LLH. Approximately a week before the hearing commenced, Leigh-Jones suddenly added a number of listings that in actuality are other real estate companies' listings on which she tagged her name. The listings that Leigh-Jones currently purports to have with LLH are really listings of Terri Seignious of Sea Islands Estate LLC or Huger Sinkler of Holcombe Fair & Lane on which Leigh-Jones was suddenly added as a co-agent. Ms. Seignious is a former LLH salesperson. As reflected in the affidavits and documents previously filed in this case, both Ms. Seignious and Mr. Sinkler are involved in the conduct violating Leigh-Jones's non-compete agreement and are witnesses in this litigation.

Leigh-Jones's attorneys also represented to the Court that the immediate appointment of an interim BIC was necessary for a closing to occur on June 23, 2014, involving property known as 14 Middleton Oaks. However, Leigh-Jones did not represent the buyer in the transaction. The buyer was represented by Carolina One. The seller/owner of 14 Middleton Oaks was Robin Rogers who works as an affiliate under Leigh-Jones's business or company known as "Luxury Simplified Group." Ms. Seignious (who is now a BIC) represented the seller. *See* MLS Closing Sheet (attached hereto as "Exhibit C"). Leigh-Jones merely had a co-company listing with Ms. Seignious. Because Ms. Seignious is a BIC, it was unnecessary to appoint an interim BIC for Leigh-Jones in order to close the transaction involving 14 Middleton Oaks. Leigh-Jones misled the Court by asserting otherwise.

Leigh-Jones currently has no additional sales contracts, either contingent or pending closing. The closing for 14 Middleton Oaks represents Leigh-Jones's only closing this year and only her fourth closing since she became licensed in 2012. Although Leigh-Jones has attempted to portray herself as LLH's top agent, the facts are to the contrary. Olasov's W-2 earnings from commissions were approximately \$87,000 for 2013 while Leigh-Jones's W-2 earnings from commissions during the same year were approximately \$8,000.

This Court disregarded the statute by appointing a new BIC under § 33-14-320 before completing the hearing on Leigh-Jones's motion or allowing Olasov and LLH to present their witnesses and evidence in opposition to the motion. Numerous cases hold that a party interested in the relief sought by a motion has a right to an opportunity to be heard before the Court adjudicates the motion. *See Brown v. Mickens*, 256 S.C. 346, 182 S.E.2d 417, 417 (1971); *Westbury v. Bauer*, 284 S.C. 385, 326 S.E.2d 151, 152 (1985); *South Carolina Dept. of Social Services v. Beeks*, 325 S.C. 243, 481 S.E.2d 703, 705 (1997); *State ex rel. McLeod v. Brown*, 278 S.C. 281, 294 S.E.2d 781, 782 (1982). Because the Court's Order contravenes the provisions of § 33-14-320(a) and Olasov and LLH were not afforded an opportunity to present their evidence in opposition to Leigh-Jones's motion, the Court's Order should be altered, amended, or reconsidered to hold that the Court has no authority to appoint a new broker-in-charge for Leigh-Jones until a full hearing is conducted on the motion to appoint a receiver or custodian.

(3) To hold that any funds received from Leigh-Jones's listings should be deposited into LLH's operating account and to hold that Leigh-Jones is prohibited from using the trust accounts of LLH when she is not subject to Olasov's supervision or control.

The Court's Order purports to relieve Olasov "of her supervisory authority and responsibility over Leigh-Jones" while at the same time holding that "Leigh-Jones shall continue to utilize the existing trust account for LLH for which she is a co-signatory with Olasov." *See* Order pp. 3-4. The Order also directs the new BIC not to deposit the fees or compensation earned by LLH from Leigh-

Jones's listings into LLH's operating account, but instead authorizes him to deposit the funds into a separate bank account that he and Leigh-Jones will own (and in which LLH has no ownership) and further authorizes the new BIC to "make all decisions on disbursement of all funds from that" bank account. *Id.* p. 3. These provisions of the Court's Order are irreconcilable with and violate South Carolina law.

As discussed above, a salesperson cannot engage in real estate transactions except under a licensed BIC. Leigh-Jones's listings are owned by LLH (the brokerage), not Leigh-Jones. *See* Ken Walker Depo. pp. 67-69. The real estate statute specifically requires that "[a]ll cash monies or certified funds received by a licensee in connection with a real estate transaction in which the licensee is engaged for his broker-in-charge . . . immediately must be delivered to the broker-in-charge . . . , except for checks received as escrow or security deposits for sales or lease agreements, which must be delivered to the broker-in-charge . . . as soon as the sales or lease agreement is ratified by both parties." S.C. CODE ANN. § 40-57-135(8)(B)(8). This Court's Order effectively diverts to the new BIC and Leigh-Jones the funds that belong to LLH from Leigh-Jones's listings and allows those funds to be deposited into a separate account owned by the new BIC and Leigh-Jones and in which LLH has no ownership. These provisions of the Order violate state law requiring that the funds be delivered to LLH.

Additionally, as part of her duties as BIC, Olasov is required to "adequately supervise employees or associated licensees to ensure their compliance with this chapter and maintain real estate trust accounts when required by law," to "maintain adequate, reasonable, and regular contact with [her] associated licensees engaged in real estate transactions so as to prevent or curtail practices by a licensee which would violate any provision of this chapter . . . ," to "instruct employees and associated licensees on the proper handling of trust funds," and to "ensure that accurate and complete records, as required by this chapter, are maintained for real estate trust accounts." *Id.* § 40-57-135(A)(1), (3), (4),

(6). The statute further requires the BIC to maintain records for the real estate trust accounts, imposes specific requirements on when funds must be deposited into the company's trust account and when they can be disbursed from the account, and requires the BIC to render an accounting involving the trust funds. *Id.* § 40-57-135(B)(4) & (7).

The statute also states that the BIC “shall establish and *maintain control of and responsibility for an active real estate trust account* so designated in the company name for which the respective broker-in-charge's . . . license is issued” *Id.* § 40-57-135(8)(B)(1)(A) (emphasis added). Only a BIC can supervise a trust account. The statute provides that the South Carolina Real Estate Commission may take disciplinary action against a licensee (*i.e.*, the BIC, salesperson, etc.) if he or she “fails, within a reasonable time, to account for or to remit any monies coming into his possession which belong to others,” “accepts deposit money which is to be delivered to the licensee's principal in a real estate transaction without informing the payor and having the payor acknowledge in writing who will hold the money received by the licensee,” or “issues a check in connection with his [or her] real estate business which is returned for insufficient funds or closed account.” *Id.* § 40-57-145(10), (17), & (18).

Olasov cannot fulfill these statutorily-mandated duties (or ensure that Leigh-Jones fulfills her statutory obligations) when this Court has divested Olasov of any authority to supervise or control Leigh-Jones. The Court's Order expressly permits Leigh-Jones to continue to deposit or withdraw funds and direct transactions from LLH's trust account while at the same time specifically barring Olasov from controlling or supervising Leigh-Jones or her transactions involving the LLH trust account. It is impossible for Olasov to maintain control of and responsibility for LLH's trust account under the terms of this Court's Order. The Court's Order subjects Olasov to potential discipline when she has no ability to control the conduct in question. Because Leigh-Jones has a history of

disregarding the licensing law involving LLH's trust account, this is particularly disconcerting to Olasov.

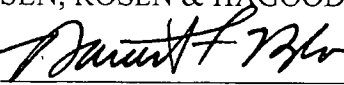
Because the Court's Order violates state law, it should be altered, amended, or reconsidered to hold that any funds received from Leigh-Jones's listings should be deposited into LLH's operating account and that Leigh-Jones is prohibited from using the trust accounts or other accounts involving LLH brokerage transactions when she is not subject to Olasov's supervision or control.

This Motion is supported by the pleadings, affidavits, legal memoranda, documents of record, arguments of counsel, and any other matter presented at a hearing on this Motion.

WHEREFORE, Olasov and LLH respectfully move this Court for an Order altering, amending, and/or reconsidering the Order filed on July 1, 2014 in the manner set forth hereinabove, and for such other and further relief as this Court may deem just and proper.

Respectfully submitted,

ROSEN, ROSEN & HAGOOD, LLC

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Charleston, South Carolina
July 2, 2014.

ATTORNEYS FOR EVE OLASOV AND LLH

EXHIBIT A

Amended Order Appointing Interim Broker in Charge

[A copy of this document is located in the Appendices at Pages 0259-0262]

EXHIBIT B

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

SEBRINA LEIGH-JONES,

Plaintiff,

vs.

CASE NO. 2013-CP-10-4798

EVE F. OLASOV,

Defendant.

(Continued on Page 2)

DEPOSITION OF: KENNETH C. WALKER

DATE: May 30, 2014

TIME: 10:11 a.m.

LOCATION: JONES LAW FIRM
415 North Main Street
Anderson, SC

TAKEN BY: Counsel for Chris Leigh-Jones

REPORTED BY: KATHY P. TAYLOR
Registered Professional Reporter

A. WILLIAM ROBERTS, JR. & ASSOCIATES

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Columbia, SC	Greenville, SC	Charlotte, NC
(803) 731-5224	(864) 234-7030	(704) 573-3919

1 LUXURY LAND AND HOMES, INC.
2 AND EVE F. OLASOV,

3 Plaintiffs,

4 vs. CASE NO. 2013-CP-10-6162

5 SEBRINA LEIGH-JONES; CHRIS
6 LEIGH-JONES; LUXURY SIMPLIFIED,
7 LLC; BRIDGE CHARLESTON INVESTMENTS,
8 LLC; AND LUXURY SIMPLIFIED REAL
9 ESTATE, INC.,

10 Defendants.

11 APPEARANCES OF COUNSEL:

12 ATTORNEYS FOR
13 EVE F. OLASOV:

14 ROSEN ROSEN & HAGOOD
15 BY: DANIEL F. BLANCHARD, III (by phone)
16 151 Meeting Street, Suite 400
17 Charleston, SC 29401
18 (843) 577-6726
19 Db Blanchard@rrhlawfirm.com

20 ATTORNEYS FOR
21 SEBRINA LEIGH-JONES; BRIDGE CHARLESTON
22 INVESTMENTS, LLC; AND LUXURY SIMPLIFIED,
23 LLC:

24 HAYNSWORTH SINKLER BOYD, P.A.
25 BY: WILLIAM H. MORRISON (by phone)
STAFFORD J. MCQUILLIN (by phone)
134 Meeting Street, Third Floor
Charleston, SC 29401
(843) 722-3366
Hmorrison@hsblawfirm.com
Mmcquillin@hsblawfirm.com

RECEIVED
SEP 10 2014
SC Court of Appeals

1 APPEARANCES (Continued):

2 ATTORNEYS FOR
3 CHRIS LEIGH-JONES:

4 LAW OFFICE OF PAUL E. TINKLER
5 BY: PAUL E. TINKLER
6 154 King Street, Third Floor
7 Charleston SC 29401
8 (843)853-5203
9 Paultinkler@tinklerlaw.com

7 ATTORNEYS FOR
8 LUXURY SIMPLIFIED REAL ESTATE, LLC:

9 DUFFY & YOUNG, LLC
10 BY: JULIE L. MOORE
11 J. RUTLEDGE YOUNG, III
12 96 Broad Street
13 Charleston, SC 29401
14 (843)720-2044
15 Jmoore@duffyandyoung.com
16 Ryoung@duffyandyoung.com
17
18
19
20
21
22
23
24
25

1 ' associated.

2 Q. Okay.

3 A. Hit the door.

4 Q. Now, on the other hand, if you're -- if
5 you're the agent under the supervision of a broker in
6 charge and you're involved in litigation with that
7 broker and you've got ongoing business with that
8 brokerage and with customers, how would you handle
9 that?

10 A. I don't think the law allows you any
11 choice. I think you have to continue to keep that
12 broker in the transaction. It is the broker's
13 business. It's not the agent's business. In South
14 Carolina Law, the listings and the contracts all
15 belong to the BIC. The agent is a sub-person under
16 the BIC. So the agent would have, under South
17 Carolina Law, in my opinion, a legal obligation to
18 keep the broker totally informed and totally involved
19 in the -- in the transaction, and their litigation
20 with each other should be, as best as possible, kept
21 separated from that.

22 Q. And what -- what would you do if you...

23 MR. MCQUILLIN: Paul?

24 MR. TINKLER: Yeah.

25 MR. MCQUILLIN: Hey, this is Mack. I'm

1 sorry. I couldn't quite hear him. Did he say the
2 broker or the brokerage that owns the listing?

3 MR. TINKLER: He said the broke- -- he said
4 the broker, if I understand it. You can clarify
5 that.

6 A. Broker in charge owns all the transactions.

7 BY MR. TINKLER:

8 Q. Okay.

9 A. They are the principle with whom the
10 business is done. The agents are sub-people under
11 the broker, by South Carolina real estate law.

12 Q. All right. Now -- well, what if an agent
13 and a broker in charge owned 50 percent of stock in a
14 brokerage entity, does that -- would that change your
15 opinion?

16 A. No, sir. The -- the ownership arrangement
17 is -- is totally separated from the South Carolina
18 Law. I don't see anything in South Carolina Law that
19 says because she's a 50 percent owner, it changes the
20 rules. The BIC is still the BIC. The BIC owns all
21 the listings and the contracts. And the BIC has the
22 right to tell the agent, even if they're in
23 litigation, this is how we do things in our office;
24 this is the way they're supposed to be done.

25 Q. Not only the right, but the obligation,

1 right?

2 A. Yes.

3 Q. And when you -- when you talk about
4 ownership, you're talking about in -- in connection
5 with responsibility, ethical responsibilities and
6 licensing responsibilities, the -- the broker in
7 charge has, quote, ownership; but at -- but what
8 you're saying -- if I understand your testimony,
9 you're not saying that the broker in charge is like
10 entitled to all the commissions or anything of that
11 nature.

12 A. Yes, sir. All the commission money has to
13 filter through the BIC and back down. The BIC is
14 legally the listing agent. That listing belongs to
15 the broker in charge, not to the listing agent. They
16 are an instrument of the BIC.

17 Q. And what law are you...

18 A. They cannot take that listing and move it
19 to another company without the BIC releasing it.

20 Q. What law are you referring to in
21 particular?

22 A. South Carolina Real Estate Law.

23 Q. I mean, which section, subsection?

24 A. I apologize, sir, but I never bothered to
25 memorize the sections and subsections. I've taught

1 to know the truth. I think the intent of the state
2 law would say, that's an adversarial relationship we
3 don't want in real estate.

4 BY MR. MCQUILLIN:

5 Q. Yeah. And that's what...

6 A. That's the best I can give you.

7 Q. Are you familiar with the section in Title
8 40 that talks about the appointment of an interim
9 broker in charge?

10 A. That deals with the incapacity of a broker,
11 meaning they died.

12 Q. Well, it -- where they're mentally
13 incapacitated or pass away. But do you believe that
14 the intent of that statute was if you've got a broker
15 that, for all practical purposes, is incapacitated
16 because of the status of litigation and doesn't want
17 to supervise and -- the broker doesn't want to
18 supervise and the agent does not want to be
19 supervised, that that statute would allow for the
20 appointment of an interim broker in charge that would
21 solve this situation?

22 MR. BLANCHARD: Object to the form of the
23 question, but please answer to the extent you can.

24 A. I think we're way out in left field on this
25 issue, but I -- my -- my recollection of LLR's

1 position on this is they will not appoint an interim
2 broker unless the broker in charge is, one, deceased,
3 or two, mentally de- -- legally declared incompetent.

4 The issue has come up before where LLR
5 is -- I've got a -- a broker who is extremely sick,
6 broker in charge, extremely sick. Can't even get out
7 of the bed. They're very sick. Do we need to
8 appoint an interim broker? The answer was no. As
9 long as that broker was alive, they typically don't
10 appoint one.

11 Now, that was ten, 15 years ago. Has LLR
12 Commission changed since then? Yes. And every time
13 you put on new commissioners, sometimes that ruling
14 is viewed differently. I don't know how they'd view
15 it in 2014.

16 BY MR. MCQUILLIN:

17 Q. All right. If a -- if a real estate
18 brokerage is evicted from a premises, who is
19 responsible for notifying the appropriate authorities
20 to assure that brokerage contacts are updated?

21 A. Gee, if they are evicted, you said?

22 Q. Correct.

23 A. Is -- is that the word you used, "evicted"?

24 MR. TINKLER: Evicted.

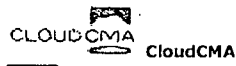
25 BY MR. MCQUILLIN:

EXHIBIT C

14 MIDDLETON OAKS RD**CHARLESTON, SC 29414****LP: \$1,095,000**

MLS#: 1404499md - RES - SFD
Area: (62) DOR-Sville/Ladson/Ravenel Ar to Hwy.165

Sold



Click photo for additional media and enlargement



TaxDstrct: DOR - 202 - Old Fort



Bedrooms: 4
Bths Ful/Hlf: 4/2
Stories: One+half
Address: 14 MIDDLETON OAKS RD
City: CHARLESTON
Lot Size:
Subdiv: MIDDLETON OAKS
Grade Sch: BEECH HILL
High Sch: ASHLEY RIDGE
Possessn: At Closing
Legal Desc: 1 Prop: Middleton Subdivision

Apx SqFt: 5,512
Tax Map#: 180-00-00-008
Apx YrBlt: 1984
Zip: 29414
Acres: 3.35
Subsec:
Middle Sch: GREGG
New/Owned: Pre-owned

Style: SFD-Contemporary
Roof:
Coiling: Central, Attic Fan
Parking: 2 Car Garage, Detached
Fireplace: Living Rm, Bedroom, Wood Burning, Three
Foundation: Crawl Space
Heat: Heat Pump
Special:
Floors: Wood, Ceramic Tile
Utilities: SCEandG
SqFt Source: Builder/Owner
Reserve Amt: \$/Sqft: \$163.28
Auction:
Lot Desc: High, Pond
Exterior: Wood Siding
Master BR: Downstairs, Sitting Room, Multi Clset, Ceiling Fan
Other Rms: Eat-in Kitch, Fmral Living, Family, Sep Dining, Pantry, Laundry
Misc. Int: Wet Bar, Beamed Ceiling, Kitchen Island
Misc. Extt: Enclosed Wood Fence, Patio, Screen Porch, Pool-Inground, Work Shop, Gutters
Wat/Sew: Private Watr, Private Sewr
Amenities: Cable Available, Equest'n Ctr, Gated Community
Appliances: Elec Wall Oven, Gas Cooktop, Microwave Built-in, Refrigerator, Washer Conn, Dryer Conn, Washer, Dryer, Gar Door Opener, Other.(use remarks)
Green Features:

Directions: Take Ashley River Road until it turns into Hwy 61 out toward Plantation district- take a right into the entrance to the Middleton Stables and Inn- follow the dirt road around to the Inn entrance -curve to the right-left at second drive- house on the left

Showing: Apptmnt Only

Remarks: Owned by a well known local interior designer this home will impress you from the moment you walk in with its warm ambiance and very livable floor plan. Built to take advantage of its plantation location the home is tucked in a very private wooded setting with lovely views out to the historic Middleton Place rice paddies. This is a must have home for entertaining. It has great separation of living spaces with both formal and informal areas. A few highlights include: bluestone walkway, patio and pool surround, stunning hardwood vaulted ceilings, large great room, two impressive stone fireplaces, formal dining area, updated chef's kitchen with large marble island, wet bar centrally located in between the kitchen and dining area, quiet study/den area, downstairs master, downstairs mother-in-law suite with separate entrance, two private suites upstairs, open patio with views to the river, two car garage with office space attached. Owners can take full advantage of living at Middleton Place with access to the plantation's 110 acres, manicured gardens and events held throughout the year. This is a unique and incredible amenity when you purchase this home.

Agnt Notes: If square footage is important - MEASURE!!
 Make appointment through Show Time. Call agent with any questions. We will have someone meet you there. Main residence is 5134 sq ft. Garage office is 378 sq ft and is heated and cooled. Floor plan is on mls.Co-listed with Sebrina Jones. Contingent upon financing. [Click here to report incomplete or inaccurate information](#)

Lease/Pur: Prospect Ex:
Taxes: HOA Fee: \$225 Annually
Owner: Regime Fee:
C/R: CntngncyRsn:
Financing: Any
Assmt Ratio: 2/20/2014
List Date: N
Potential Short Sale:
Assumable: No
SpAssmt:
Exp Date: N/A

List Agent: (8345) Terri Seignious, REALTOR, ABR, CIPS, GRI
List Office: (9135) Sea Islands Real Estate, LLC
Team:
Co-Off: (9135) Sea Islands Real Estate, LLC
Contacts: Agent Mobile 843-670-1444 Office Ph (843) 670-1444
Type/Comp/SubAccept: Exclusive Right to Sell/3 %/N
Variable: N
Limited Svc: N
Co-Agt: (8345) Terri Seignious
Agent Home: 843-559-3500
Agent 2nd Home: 843-559-3500

Sold Price: \$900,000
Close Date: 06/23/2014
Sell Off: (1189) Carolina One Real Estate
Sell Co-Off: (1)
Amount Paid:
DOM/CDOM/DUC: 76/76 / 47
CntrctDate: 05/07/2014
NewMortType: CONVENTIONAL
PrjClsDate:
Sell Agent: (4647) TRACY MEREDITH
Sell Co-Agent: (1)
Seller Concessions: N
Seller Concession Notes:

-Information deemed reliable but not guaranteed-Copyright: 2014 by the Charleston Trident Multiple Listing Service, Inc.
 Prepared by Eve Olasov of Luxury Land and Homes Inc on 6/25/2014 6:43:43 PM

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 SC Court of Appeals

0285

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
Civil Action No.: **2013-CP-10-4798**

Sebrina Leigh-Jones,

Plaintiff,

vs.

Eve F. Olasov,

Defendant.

**ORDER DENYING MOTION TO
RECONSIDER AMENDED ORDER
APPOINTING BROKER-IN-CHARGE**

Civil Action No.: **2013-CP-10-6162**

Luxury Land and Homes, Inc. and Eve F.
Olasov,

Plaintiffs,

vs.

Sebrina Leigh- Jones, Chris Leigh-Jones,
Luxury Simplified, LLC, and Bridge
Charleston Investments, LLC

Defendant.

BY

JULIE J. ARMSTRONG
CLERK OF COURT

2014 JUL 15 PM 2:20

FILED

This Court issued an Amended Order dated July 1, 2014 appointing Charles F. Middleton as the interim Broker-in-Charge for Sebrina Leigh-Jones. Now comes the Defendant Eve F. Olasov's Motion to Reconsider, Alter, or Amend the Order.

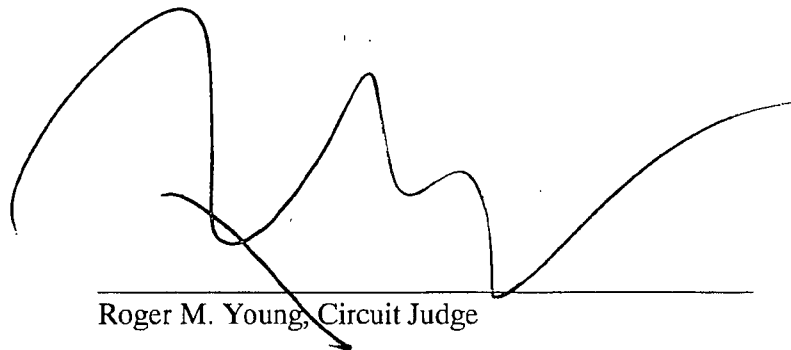
I have thoroughly considered Defendant's motion, supporting material, evidence produced at trial, and arguments and based on the same deny Defendant's Motion to Reconsider.

IT IS THEREFORE ORDERED that Defendant's Motion to Reconsider this Court's July 1, 2014 Amended Order is appointing Charles F. Middleton as interim Broker-in-Charge for

Sebrina Leigh-Jones is DENIED.

IT IS SO ORDERED!

July 10, 2014
Charleston, South Carolina



Roger M. Young, Circuit Judge

RECEIVED
SEP 10 2014
SC Court of Appeals

Blanchard, Daniel F, III, Esquire

From: Morrison, Howell
Sent: 06/12/2014 10:46 AM
To: John E. Rosen
CC: paultinkler@tinklerlaw.com; Gulick, Kathy; Frank Blanchard; Richard Rosen; SL-J; Chris Leigh-Jones (chris@leigh-jones.org); Rutledge Young Jr. ; McQuillin, Mac
BCC:

Attachments:

Priority: Normal
Request: None
Security: Normal
Deliver After 0 days(s)
Subject: RE: Leigh Jones v. Olasov; LLH, Olasov v. Leigh-Jones et al. (Cases No: 2013-CP-10-6162 and -4798)

John: First, we request you ***immediately cease*** including the judge and/or his clerk on routine discovery requests or any other lawyer interaction about the Interim BIC Order. It is plainly improper and we will formally object if it continues.

You will recall that we have been subject to your firm's insistent position that discovery is stayed while the injunction motion is pending.

Best regards, Howell

From: John E. Rosen [mailto:jrosen@rrhlawfirm.com]
Sent: Thursday, June 12, 2014 10:12 AM
To: McQuillin, Mac
Cc: Morrison, Howell; ryoung@duffyandyoung.com; jry@duffyandyoung.com; paultinkler@tinklerlaw.com; lawclerk@tinklerlaw.com; Valerie Fitts; Lyons, Julee; Gulick, Kathy; Hester, Clay; Frank Blanchard; Deborah Wooten; Debbie Hill; Richard Rosen; Benjamin Lee; 'Young, Roger Law Clerk (Caroline R. Niland)'
Subject: Leigh Jones v. Olasov; LLH, Olasov v. Leigh-Jones et al. (Cases No: 2013-CP-10-6162 and -4798)

Mac,

Good morning. In order to be able to properly comment on your forthcoming order for the appointment of a custodian interim broker responsible for Sebrina Leigh-Jones' supervision and related responsibilities, please provide to us the documentation that supports the \$14,000,000.00 "pipeline" of real estate sales, listings, etc, for which the proposed BIC of Sebrina Leigh-Jones will become responsible.

Please provide the following at a minimum:

1. All sales, listing, agency, co-brokerage and related agreements,
2. All executed contracts for sale, amendments and related documentation;
3. All documentation related to the buyers and sellers for any and all pending or contemplated transactions, including full names of members of LLCs if applicable, shareholders of corporations, as applicable, and tax identification numbers of the entities involved.

Thanks!

John

John E. Rosen

John E. Rosen

| Attorney at Law |

151 Meeting Street
Suite 400, Charleston SC 29401

| office | 843-577-6726

| fax | 843-724-8036

| direct phone | (843) 266-8138

| direct fax | (843) 266-2255

jrosen@rrhlawfirm.com <<mailto:jrosen@rrhlawfirm.com>>

V Card <<http://www.rrhlawfirm.com/images/vCards/Rosen-John-E.vcf>>

www.rrhlawfirm.com <<http://www.rrhlawfirm.com/>>

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

Haynsworth
Sinkler Boyel, P.A.

ATTORNEYS AND COUNSELLORS AT LAW

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STAFFORD J. McQUILLIN III
ATTORNEY
DIRECT DIAL NUMBER 843 724 1120
mccquillin@hsblawfirm.com

June 20, 2014

VIA HAND DELIVERY

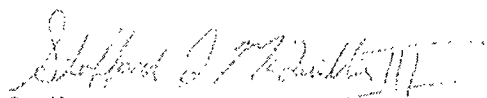
The Honorable Roger M. Young, Sr.
Circuit Judge, Ninth Judicial Circuit
Charleston County Judicial Center
100 Broad Street, Suite 368
Charleston, SC 29401

Re *Sebrina Leigh-Jones v. Eve F. Olasov; Luxury Land and Homes, Inc. and Eve F. Olasov v. Sebrina Leigh-Jones, et al.*
Case Nos. 2013-CP-10-4798 & 6162

Dear Judge Young:

We are writing to check on the status of the proposed Orders granting Sebrina Leigh-Jones' Motion for Appointment of an Interim Broker-in-Charge. As you may recall, Sebrina has a closing scheduled for Monday, June 23, 2014. Our client, Sebrina Leigh-Jones, needs Broker-in-Charge supervision; however, Chuck Middleton has understandable concerns about supervising/assisting without an order of the court. We appreciate your attention to this matter.

Yours very truly,


Stafford J. McQuillin III

SJM/kmg

cc (by email): Richard S. Rosen, Esq.
Daniel F. Blanchard, III, Esq.
John E. Rosen, Esq.
Paul E. Tinkler, Esq.
J. Rutledge Young, Jr., Esq.
J. Rutledge Young, III, Esq.

FILED

APR 23 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

AFFIDAVIT

JULIE J. ARMSTRONG
CLERK, C.P. & G.S.

PERSONALLY appeared before me Kenneth Carl Walker who states on oath as follows:

I have reviewed numerous emails and documents provided to me related to a real estate transaction for the sale of 9 Middleton Oaks, Charleston, SC. In addition I reviewed emails and other data related to Luxury Land and Homes, Inc. The below observations and opinions are based on the assumption that the information provided was accurate and that it accurately reflects the facts.

1. Per LLR, Alexander Opoulos is an active real estate licensee with Luxury Simplified Real Estate, Inc. I find no evidence that this was disclosed on the purchase contract as is required by SC law. Since one or more of the agents involved in the listing and selling of this property is also licensed with Luxury Simplified Real Estate, Inc. they, along with Opoulos, should have known this and that this disclosure must be on this instrument per SC law.
2. The facts surrounding the changes made to the listing agreement, the purchase agreement and the HUD statement are not clear. It appears that the changes made were financial in nature and were done to deceive someone or some entity. The listing commission and thus the Seller's Net as shown on the HUD statement is incorrect per the data I reviewed and this reduced commission appears to have been done for the seller's benefit. If this proves to be factual, then all licensees involved in this deception have violated SC law as this constitutes dual contracting. If this false information was provided to a Federally regulated lender, then this could constitute a violation of a Federal law. Broker, Eve Olasov does not appear to have had prior knowledge of this and it appears that the licensees deliberately concealed this information from her.
3. Based on information provided, it appears that licensee Sebrina Leigh-Jones withdrew money from BIC Eve Olasov's real estate trust account without the BIC's knowledge or permission. Per SC law, the BIC is responsible for these funds and should have full control of the account at all times. It further appears that Leigh-Jones fail to report this withdrawal to her BIC for some time. No evidence was noted that agent Leigh-Jones misused the funds. This, in my opinion, is evidence that agent Leigh-Jones was interfering with her BIC's legal duty to supervise licensees that are under her supervision.
4. Based on data reviewed, it appears that the purchasers of 9 Middleton Oaks believed that agent Leigh-Jones represented them in the purchase on this property. If this is true, SC law requires that agent Leigh-Jones have a written employment contract (Buyers Agency Agreement) with the purchasers. I found no evidence of the existence of such agreement. In addition, if agent Leigh-Jones was acting or leading them to believe that she was acting as their agent, then a Dual Agency Agreement would have been required in which the seller and the buyer acknowledges that they give the agent permission to represent both parties. The SC law is specific as to the timing, disclosure and actions that must be taken in this situation.
5. It appears that the terms of the listing agreement were changed without the knowledge and consent of the BIC. Per SC law, the listing is the property of the BIC and not the agent and as such any changes in the broker compensation should be approved by the BIC prior to the change being made.

6. Data reviewed appears to indicate that agents Sebrin Leigh-Jones and Terri Segnious were negligent in keeping the BIC informed and updated as to pertinent details relating to this transaction. It is the agent's obligation to keep their BIC informed as to all matters that affect the broker and/or the clients and customers of the brokerage firm. It further appears that these two agents were negligent in the timely delivery of all contracts, agreements and the HUD statements to the BIC. SC law requires these documents be kept in the BIC's care as they are subject to review, without advance notice, by LLR. Withholding agent's compensation until all contract, agreements and HUD statements are properly filed in the place designated by the BIC is not unreasonable or uncommon.

7. At the request of Eve Olasov, I ask my wife to call telephone number 846-576-0406 which I believe is the number for Luxury Land and Homes, Inc. This call was made on March 27, 2014. It was made from my office and it was on my speaker telephone so that I could hear both sides of the conversation. The call was answered by someone who identified himself as Reed Walker. He answered the phone with, "Luxury Simplified this is Reed". When ask who was the BIC at Luxury Simplified his response was Bill Epy. When my wife made the comment that she thought she was calling Luxury Land and Homes, Inc., Reed Walker's response was "that's a different company". This appears to indicate that Luxury Simplified is "pirating" business from Luxury Land and Homes, Inc.

I make this affidavit knowing that Eve Olasov and her attorney may use it as part of a court case.


SC Licensed Real Estate Broker

SWORN to before me this the 15
day of April, 2014.


Notary Public for South Carolina

My Commission Expires: 4/15/2023

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

SEBRINA LEIGH-JONES,)

Plaintiff,)

-vs-)

EVE F. OLASOV,)

Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO. 2013-CP-10-4798

**SUPPLEMENTAL
AFFIDAVIT OF
KENNETH C. WALKER**

LUXURY LAND AND HOMES, INC.)
and EVE F. OLASOV,)

Plaintiffs,)

-vs-)

SEBRINA LEIGH-JONES; CHRIS)
LEIGH-JONES; LUXURY SIMPLIFIED,)
LLC; BRIDGE CHARLESTON)
INVESTMENTS, LLC; and LUXURY)
SIMPLIFIED REAL ESTATE, INC.,)

Defendants.)

CASE NO. 2013-CP-10-6162

BY _____
CLERK OF COURT
2014 MAY -2 PM 2:04

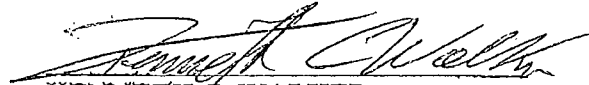
PERSONALLY APPEARED before me, KENNETH C. WALKER, who, being duly sworn, deposes and does state as follows:

1. I am submitting this Affidavit to supplement my Affidavit dated April 18, 2014, and incorporate my testimony therein by this reference.

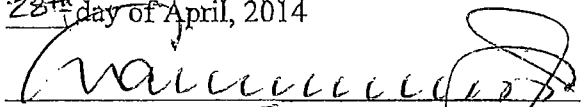
2. Attached hereto as Exhibit A is my curriculum vitae, identifying my experience as a real estate broker-in-charge and as an expert in real estate brokerage practices and law. I have taught real estate pre-and post licensing courses, including real estate law. I have held a real estate license since 1972 and have owned my own real estate company since 1984. I also hold a

S.C. license in home building, as a certified general contractor and a certified real estate appraiser.

FURTHER AFFIANT SAYETH NOT.


KENNETH C. WALKER

SWORN to before me this
28th day of April, 2014


Notary Public for SOUTH CAROLINA
My commission expires: 06/10/2022

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SC Court of Appeals

Resume

Kenneth C. Walker

Date of Birth: October 25, 1944

Education: Hillsboro High School, Hillsborough, NC
Graduated June, 1963

North Carolina State University, Raleigh, NC
Graduated June, 1967 BS Degree in Biological & Agricultural Engineering

Employment: Duke Power Company June, 1967 to March, 1973 Agricultural Engineer

Cherokee Realty & Construction, The Ford Agency, REALTORS
1972 - 1980 Real Estate Sales Agent, Sales Manager, General Manager

ERA Stathakis Realty 1981 to 1984 Real Estate Sales Manager

Ken Walker, Inc., Anderson Appraisals, Inc. 1984 to present
Owner, Broker-in-charge

SC Licenses Held: Real Estate Sales/Broker - 1972 to present
GC Appraiser - 1988 to present
Home Builder - 1981 to present
General Contractor - 1995 to present

Real Estate Teaching: Taught pre-licensing courses from 1975 to 1995
Taught pre-licensing review courses for SCAR
Taught post-licensing real estate courses for SCAR
Taught pre-licensing appraisal courses for Tri County Tech.

Real Estate Work Experience: I made real estate my profession in 1973 and have continued in that profession to this date. I started as a sales agent with a small brokerage firm and as it grew, I became the sales manager being in charge of recruiting, training and managing up to 30 full time agents. I also served as the general manager, overseeing the day to day operation of the company. It was sold in 1980.

I worked with ERA Stathakis Realty as real estate sales manager in charge of recruiting, training and managing real estate sales agents. I was also active in the ERA regional meetings and managers work shops.

In 1984 I elected to open my own real estate business. I was a sales person, appraiser, builder and also manager of this company which is owned by myself and my wife. Together we have over 75 years of

experience in the real estate profession.

Positions Held (Real Estate Profession):

President of the Anderson Association of REALTORS
Regional Vice President, SC Association of REALTORS - 2 years
President of the SC Association of REALTORS
Board of Directors - SC Association of REALTORS, 1983 to present
Board of Directors - National Association of REALTORS 12 years
Regional Vice President - National Association of REALTORS
Executive Committee - National Association of REALTORS

Court Appearances as an expert in real estate (Brokerage and/or Appraising)

Family Court - Anderson, Oconee, Pickens, Greenville Counties
Probate Court - Anderson County
Circuit Court - Anderson, Abbeville, Greenville, Greenwood, Pickens,
Oconee Counties
US District Court - Greenville District, District of Puerto Rico

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