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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DARLINTON COUNTY
Court of Common Pleas

J. Michael Baxley, Circuit Court Judge

Case No.2013-002356

Fritz Allen Timmons

Appellant.

v.

SCESC and Browns a/s RV and Campers

Respondent

INITIAL REPLY BRIEF OF APPELLANT

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ARGUMENTS

I STANDARD OF REVIEW

With this Appeal being an Appeal from an Appeal to the Circuit Court from South Carolina Employment Security Commission (SCESC) Filed in 2009, Therefore, this Appeal is bound by the language and terminology of State Code supplements of 2009 and the process of the SCESC. The Appeal can not abide to the State Code supplements of 2013 or the process of The South Carolina Department of Employment and Workforce (DEW) that contains amendments from March 30, 2010, January 1, 2011, March 14, 2011, June 14, 2011, June 18, 2012, and June 7, 2013.

II WITHOUT THE FULL RECORD PROVIDED TO THE CIRCUIT COURT, THERE IS NO SUBSTANTIAL EVIDENCE TO BASE A DECISION ON.

With only the Commission's Decision letter (R. p. 7-8) and Letter of Transmittal of Commission Decision (R. p. 6) on Circuit Court Record, ipso facto, violating State Code §1-23-320 G and Rule 75, SCRPC and without any representatives for the Respondents (abandonment of case)(R. p. 4-5) , there was no evidence on record nor argument by Respondents to base a decision on by the Circuit Court except that State Code §41-27-230 was violated by the employer by terminating the contract/agreement under which the employee was hired. Ipso Facto, the SCESC determines that the violation of State Code §41-27-230 (breach or termination of contract) is not a termination of an employee, nor does it consider the violations of Code of Federal Regulations §778.223, §778.308, §778.311, §778.315, §778.316, or §778.318 (R. p. 17-18), of which the

employer is not immune, to be "GOOD CAUSE" for an employee to quit. In the respondents reference to *Samuel v. SCESC* 285 S.C 476, 330 S.E.2d 300, 301. (S.C.1985), the new contract for the employee does not express nor imply any directions for leave, absent nor having to be on worksite (R. p. 17-18). With counter offer to apply Reasonable conditions (R. p. 19-20) that would be acceptable (while under bankruptcy and due to previous experience working under flat rate under this employer) and the refusal of the employer to continue the contract/agreement under which the employee was hired, therefore, the employee did try to save his job and did not quit.

CONCLUSION

Therefore, this Court should reverse and modify the decision of the Circuit Court.

July 8, 2014

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