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JUDGMENT IN A CIVIL CASE

OCT 17 2014

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

CASE NO. 2013 CP-07-01491

Court of Appeals

NICHOLLS & CRAMPTON P.A., ET AL.

ESTATE OF VALERIE D'AGOSTINO, ET AL.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: BEAUFORT COUNTY MASTER IN EQUITY

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 :

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)
		\$
		\$
		\$

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

3069
Judge Code

9/16/2014
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

JAY A. MULLINAX

J. ASHLEY TWOMBLY

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: N/A

STATE OF SOUTH CAROLINA)	FILED SEP 16 PM 4:52
)	IN THE CIRCUIT COURT
COUNTY OF BEAUFORT)	CASE NO: 2013-CP-07-01491
IN RE:)	
ESTATE OF VALERIE D'AGOSTINO)	
NICHOLLS & CRAMPTON, P.A.,)	
)	
Petitioner,)	
)	
v.)	FINAL MERITS HEARING ORDER
)	
ESTATE OF VALERIE D'AGOSTINO,)	
)	
Respondent.)	
)	
)	
)	
)	

This matter is before me for a hearing on Petitioner's Motion for Summary Judgment and a Final Merits Hearing. The hearing was held on May 19, 2014, and present for the hearing were Jay A. Mullinax, Esq., for Petitioner and J. Ashley Twombly, Esq., for Respondent. Regarding the Final Merits Hearing, the parties previously stipulated that this matter would be tried before the undersigned in a summary fashion, that the court would consider deposition transcripts as opposed to live witness testimony, and that the undersigned would issue a final order with findings of fact and conclusions of law.

After hearing and considering arguments from both counsel at the hearing and reviewing all of the information provided by the parties, including but not limited to the depositions of Frederick Timothy Nicholls and Ronald Huther and the exhibits thereto, the contract between Petitioner and Richard D'Agostino, and the post-hearing letters submitted by counsel, I now make the following findings of fact and conclusions of law and issue this final Order.

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Procedural Background

Petitioner filed a claim against the Estate of Valerie D'Agostino in Beaufort County Probate Court, seeking payment of attorney fees for legal services provided to Richard D'Agostino. In its Statement of Creditor's Claim, dated September 26, 2012, Petitioner stated that the basis of the claim was for "Legal Services provided to Richard D'Agostino as Personal Representative of the Estate of Valerie D'Agostino," and therefore, the Estate of Valerie D'Agostino was responsible for the unpaid fees. Petitioner also sought interest and attorney's fees.

Respondent timely filed a Notice of Disallowance of Petitioner's Claim, alleging that Richard D'Agostino contracted with Petitioner personally and not in his representative capacity, that the amount of the claim was unreasonable in light of the service provided, and that Respondent was not responsible for paying any attorney fees Petitioner incurred pursuing this claim. Petitioner then filed a Summons and Petition for Allowance of Claim, and Respondent filed an Answer, once again denying the claim. This case was removed from the Beaufort County Probate Court to the Beaufort County Circuit Court and was referred to me via an order dated March 18, 2014. ✓

The deciding question in this case is whether Richard D'Agostino contracted with Petitioner personally or in his capacity as Personal Representative of the Estate of Valerie D'Agostino. For the reasons contained herein, I find and conclude (1) that the contract entered into between Petitioner and Richard D'Agostino is ambiguous as to the resolution of the deciding question, (2) that construing the contract against the drafter leads to the conclusion that Richard D'Agostino contracted with Petitioner personally, (3) that the evidence submitted to the Court leads to the conclusion that the parties intended for the contract to be between Petitioner and Richard D 'Agostino personally and (4) that the Estate of Valerie D'Agostino has no

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liability or responsibility to pay Petitioner's claim.

Factual Background

Valerie D'Agostino died on October 17, 2009. On January 8, 2010, Richard D'Agostino was appointed as Personal Representative of the estate by the Beaufort County Probate Court.

In addition to the Beaufort County estate opened by Richard D'Agostino, an estate for Valerie D'Agostino was subsequently opened in Wake County North Carolina by Ronald Huther, Valerie D'Agostino's son. According to Mr. Huther, relying upon the advice of a North Carolina attorney and the North Carolina attorney's interpretation of a waiver that had been previously executed by Richard D'Agostino, Mr. Huther requested that he be appointed as the Fiduciary for the North Carolina estate stating that he was the person "entitled to apply for letters or am applying after all persons having prior right have renounced." On or about March 5, 2010, the Wake County North Carolina Court appointed Huther as Personal Representative of the North Carolina estate.

On June 10, 2010, Richard D'Agostino signed a contract retaining Petitioner. The scope of representation, as provided in the contract, states "[y]ou have requested that we provide legal services on your behalf in connection with the administration of your deceased wife's estate in Wake County, NC (the "Matter")." The re line of the contract states "Estate of Valerie V. D'Agostino." Richard D'Agostino's signature block states "Rich D'Agostino." (Contract dated June 8, 2010). The contract does not specify whether Richard D'Agostino signed individually or in his capacity as personal representative, but the words "personal representative" do not appear in the contract. The retainer called for under the contract was paid by Richard D'Agostion's personally.

On or about July 2, 2010, Petitioner filed Motions for Sanctions on behalf of Richard D'Agostino against Mr. Huther and Mr. Huther's North Carolina counsel alleging that

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misrepresentations were made to the North Carolina Court in Mr. Huther's application to be appointed as personal representative. Subsequently, Mr. Huther voluntarily resigned as personal representative of the North Carolina estate and retained new counsel. The Wake County, North Carolina estate was ultimately closed, and the Estate of Valerie D'Agostino was probated in Beaufort County.

Initially, Petitioner contended that Richard D'Agostino entered into the contract personally and not in his capacity as personal representative of the Estate of Valerie D'Agostino. Specifically, Petitioner filed a claim against the Estate of Richard D'Agostino, and the claim was denied by his estate. Petitioner then filed a Petition for Allowance against the Estate of Richard D'Agostino. In the Petition for Allowance, Petitioner made the following statement: "Richard J. D'Agostino personally, and not in a representative capacity, contracted on June 8, 2010 with Petitioner for the performance of legal services in North Carolina in connection with the administration of the Estate of Valerie D'Agostino." (Nicholls Dep. Def. Exh. 20). Mr. Nicholls also stated in an email dated January 30, 2012, that Petitioner had not filed a claim against the Estate of Valerie D'Agostino because "our claim has always been against him personally." (Nicholls Dep.p. 41, line 10-p.43, line 1; Nicholls Dep. Def. Exh. 19). Petitioner's claim against the Estate of Richard D'Agostino was ultimately dismissed with prejudice by the Beaufort County Probate Court pursuant to an order dated March 6, 2013. That order was never appealed or otherwise challenged.

Petitioner now argues that Richard D'Agostino retained Petitioner in his capacity "as Personal Representative of the Estate of Valerie D'Agostino," (Statement of Creditor's Claim, dated September 26, 2012) and therefore, the Estate of Valerie D'Agostino is responsible for the remaining balance owed under the contract. Petitioner also claims interest due under the contract, as well as attorney's fees.

Analysis

The threshold question before the Court is whether Richard D'Agostino a) contracted with Petitioner in his individual capacity, b) contracted in his capacity as Personal Representative of the Estate of Valerie D'Agostino, or c) whether the contract is ambiguous on this point. A contract is ambiguous when it may fairly and reasonably be understood in more ways than one. Jordan v. Security Group, Inc., 311 S.C. 227, 428 S.E.2d 705 (1993). The question of whether or not a contract is susceptible of more than one interpretation is a question of law for the court. Liberty Mut. Ins. Co. v. Westport Ins. Corp., 664 F. Supp. 2d 587 (D.S.C. 2009).

After reviewing and considering all of the evidence, I find that the contract at issue is ambiguous on this issue for the following reasons:

1. The language used in the contract is simply not clear as to whether Richard D'Agostino hired Petitioner in his individual capacity as a beneficiary of the estate or in his capacity as Personal Representative of the Estate of Valerie D'Agostino. While the re line of the contract states "Estate of Valerie V. D'Agostino," the scope of representation is "in connection with the administration of your deceased wife's estate." Richard D'Agostino was a beneficiary of Valerie's estate as well as the personal representative. Therefore, he had multiple interests in the estate. The contract does not specify or otherwise address which interests Petitioner was retained to pursue.
2. Petitioner initially argued during the hearing that Richard D'Agostino did not enter into the contract as personal representative of Valerie D'Agostino's estate because he had not been appointed as personal representative of her estate at the time to contract was entered into. However, Respondent correctly pointed out that Richard D'Agostino

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was appointed by the Beaufort County Probate Court as Personal Representative for the Estate of Valerie D'Agostino on January 8, 2010, almost six months before he signed Petitioner's contract. There is no reason why Richard D'Agostino could not have entered into the contract as personal representative of Valerie D'Agostino's estate had he chosen to do so. Moreover, there is no reason why Petitioner could not have drafted the contract to specify that the Estate of Valerie D'Agostino was responsible for the fees. Again, the words "personal representative" do not appear anywhere in the contract.

3. The contract does not mention that Valerie D'Agostino's estate will be responsible for the fees incurred and not does mention that Richard D'Agostino would be liable if her estate did not pay.
4. Frederick Timothy Nicholls, Petitioner's 30(b)(6) deponent, testified that the contract was "not clear" as to whether Mr. D'Agostino was individually responsible for Petitioner's fees or if the Estate of Valerie D'Agostino was responsible for Petitioner's fees. When Nicholls was asked "my question to you is the [contract] does not specify whether or not Richard D'Agostino is individually responsible for the fees or if the estate is responsible for the fees, isn't that right," Petitioner responded "[y]eah, I don't think it is clear, yes." (Nicholls Dep.p.21, lines 14-21).
5. Based upon all of the above, at best the contract can be fairly and reasonably understood either way, and is therefore ambiguous.

South Carolina law is clear that "any ambiguity in a contract, doubt, or uncertainty as to its meaning should be resolved against the party who prepared the contract or is responsible for the ambiguous language." Plantation A.D., LLC v. Gerald Builders of Conway, Inc., 386 S.C. 198, 205, 687 S.E.2d 714, 718 (Ct. App. 2009). Petitioner's representative testified that he

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drafted the contract. (Nicholls Dep.p.8, lines 11-15). Therefore, the contract must be construed “liberally and most strongly in favor of the party who did not write or prepare the contract.” Myrtle Beach Lumber Co. v. Willoughby, 276 S.C. 3, 8, 274 S.E.2d 423, 426 (1981). A reasonable construction of the contract, much less a liberal one, is that Richard D’Agostino was individually responsible for fees incurred pursuant to the contract.

Such a finding is supported by other testimony offered by Petitioner’s representative as well as the documentation submitted to the Court for consideration. For example, when asked about the motions for sanctions that were filed by Petitioner on behalf of Richard D’Agostino, Petitioner conceded they were filed on behalf of Richard D’Agostino individually:

Q: I understand, but this motion to seek sanctions and to try to have sanctions imposed . . . that was done on behalf of Richard D’Agostino individually, correct?

A: Yes, I think it was. It appears to be, yeah

(Nicholls Dep.p. 20, lines 12-17.) In addition, there were numerous documents filed on behalf of “Richard D’Agostino” by Petitioner without any reference to proceeding as personal representative of an estate. In addition, Petitioner concedes in his deposition that at least some of the work performed by Petitioner was analyzing whether or not Richard D’Agostino would individually receive more money if Valerie D’Agostino’s estate was probated in North or South Carolina. (Nicholls Dep.p.12, lines 15-25 –p.14, line 03; p. 19 line 21 –p.20 line 4 and p. 25 line 6 –p.26, line 7).

During his deposition, Petitioner’s representative acknowledged that he sent an email to his co-counsel wherein he stated he “did not file a claim in [Valerie D’Agostino’s] estate as we were never advised to do so by her estate and **our claim has always been against [Richard D’Agostino] personally.**” In response to questions about the email, the following exchange took place:

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Q: Isn't it true, though, that you stated that you didn't file a claim against the wife's estate because you were never advised to do so and your client has always been against Mr. D'Agostino personally?

MR. MULLINAX: Object to the form.

A: That is what it says, yes.

Q: And that was true when you wrote it, right?

A: Yeah.

(Nicholls Dep.p. 42-43).

In addition, prior to filing a claim against the Estate of Valerie D'Agostino, Petitioner filed a claim the Estate of Richard D'Agostino after he passed away. In that claim, Petitioner took the position that "Richard J. D'Agostino personally, and not in a representative capacity, contracted" with Petitioner. (Nicholls Dep. Def. Exh. 20) (underline added). The factual position previously taken by Petitioner is directly at odds with the factual position Petitioner attempts to take in this case. The Court finds that Petitioner is barred by estoppel, waiver and the doctrine against inconsistent positions from taking such a contrary position here. 28 Am. Jur. 2d Estoppel and Waiver § 65 ("Generally, a party will not be permitted to maintain inconsistent positions or to take a positions in regards to a matter that is directly contrary to, or inconsistent with, one previously assumed by him or her, at least whenever he or she had, or was chargeable with, full knowledge of the facts.").

Finally, Richard D'Agostino paid the initial retainer fee required under the contract with his personal funds using a check from his personal banking account. (Nicholls Dep. Def. Exh. 2). The Estate of Valerie D'Agostino never paid for any of the work performed under the contract, and there is no evidence that payment was ever sought from her estate in the normal course by Petitioner until this claim was filed.

Here, the testimony of Petitioner's own 30(b)(6) deponent and review of the contract

itself establishes (1) that Petitioner drafted the contract, (2) that the contract is admittedly not clear and is ambiguous as to whether Richard D'Agostino signed in his personal or representative capacity, and (3) the evidence presented to the Court suggests that it was the intent of both Petitioner and Richard D'Agostino that "Richard J. D'Agostino personally, and not in a representative capacity, contracted" with Petitioner.

Arguments of Petitioner

Petitioner advances several arguments in support of the claim. First, Petitioner cites "relation back" statutes of the South Carolina Probate Code (S.C. Code Ann. § 62-3-701) and the North Carolina Probate Code (N.C. Code § 28A-13-1) in support of its claim. These "relation back" statutes provide that the powers of a personal representative relate back to give acts by the person appointed as personal representative which are beneficial to the estate occurring prior to appointment the same effect as those occurring thereafter. Petitioner argues the "relation back" statutes apply in this matter because Richard D'Agostino had not been appointed as Personal Representative in the North Carolina Estate at the time he entered into the contract, and when he later was appointed as Personal Representative of that Estate, his appointment related back to acts taken by him prior to his appointment.

This argument ignores the fact that Richard D'Agostino was appointed by the Beaufort County Probate Court as Personal Representative for the Estate of Valerie D'Agostino on January 8, 2010, almost six months before he signed Petitioner's contract. (Fiduciary Letters dated January 8, 2010). There is no reason why Richard D'Agostino could not have entered into the contract as issue in his capacity as Personal Representative of his wife's South Carolina estate, or why language could not have been inserted into the contract to hold Valerie D'Agostino's estate liable for fees incurred, which is the entity Petitioner now seeks to hold responsible under the contract. Accordingly, the "relation back" statutes do not help Petitioner.

In addition, it is far from clear that the actions of Richard D'Agostino and Petitioner were "beneficial" to the estate of Valerie D'Agostino. Petitioner appears to have been hired to stop the North Carolina probate proceeding and assist Richard D'Agostino in negotiating and drafting a settlement agreement that would fully resolve issues related to the same. While a settlement agreement was ultimately entered into, it was later rescinded by Richard D'Agostino (Petitioner's client) which resulted in two additional years of litigation. Therefore, Petitioner has not shown that his work was necessarily beneficial to the Valerie D'Agostino's estate.

Second, Petitioner also argues that as part of a Settlement Agreement and General Release (Settlement Agreement) resolving previous litigation that the Estate of Valerie D'Agostino agreed to pay Petitioner's claim. Petitioner was not a party to this Settlement Agreement. Nevertheless, this argument is not supported by the language of the Settlement Agreement. The Settlement Agreement provides that some moneys would be held in escrow pending final resolution of "any and all claims of Nicholls & Crampton, P.A. ("Nicholls") against the Estate of Richard D'Agostino." (Settlement Agreement ¶ 4) (underline added). The Settlement Agreement then states how the money will be distributed if Petitioner's claim against the Estate of Richard D'Agostino were upheld and how the money will be distributed if Petitioner's claim against the Estate of Richard D'Agostino were denied. (Settlement Agreement ¶ 4). Ultimately, Petitioner's claim against the Estate of Richard D'Agostino was dismissed, with prejudice. The Settlement Agreement Petitioner referenced does not appear to even contemplate a creditor's claim against the Estate of Valerie D'Agostino. According, I find that the Settlement Agreement does not require the Estate of Valerie D'Agostino to pay Petitioner's claim.

Third, Petitioner argues both Richard D'Agostino and the Estate of Valerie D'Agostino had dual liability under the contract. A review of the contract reveals that there is no language to

support the dual liability argument. Such an interpretation stretches the language of the contract, and construes the ambiguity liberally in favor of Petitioner and strongly against Respondent, which is at odds with South Carolina law. Moreover, the dual liability argument is not supported by the previous claim Petitioner filed with the Probate Court wherein Petitioner stated that "Richard J. D'Agostino personally, and not in a representative capacity, contracted" with Petitioner.

Accordingly, I find that Petitioner's arguments are without merit. Based on the evidence presented and after considering the arguments of the parties, I make the following:

FINDINGS OF FACT

1. I find that Richard D'Agostino was appointed by the Beaufort County Probate Court as the Personal Representative of the Estate of Valerie D'Agostino on January 8, 2010.
2. I find that on June 10, 2010, Richard D'Agostino signed a contract retaining Petitioner.
3. I find that Richard D'Agostino paid the initial retainer from his personal funds.
4. I find that Petitioner drafted the contract.
5. I find that F. Timothy Nicholls, Petitioner's 30(b)(6) deponent, testified that the contract is not clear as to whether Richard D'Agostino was individually responsible for Petitioner's fees.
6. I find that the contract drafted by Petitioner is ambiguous as to whether Richard D'Agostino hired Petitioner in his individual or representative capacity.
7. I find Richard D'Agostino was both a beneficiary and the Personal Representative of the Estate of Valerie D'Agostino and thus had multiple interests in the Estate of Valerie D'Agostino.
8. I find, based on Mr. Nicholls' deposition testimony, that the work performed by Petitioner included an analysis of whether Richard D'Agostino personally would receive

more money under South Carolina or North Carolina probate law and the filing of a motions on behalf of Richard D'Agostino personally. I also find that Petitioner has not shown that the work he performed was beneficial to the Estate of Valerie D'Agostino.

9. I find that prior to making a claim against Respondent, Petitioner took the position that its claim was against Richard D'Agostino personally in an email to co-counsel dated January 30, 2012.
10. I find that it was the parties' intent for Richard D'Agostino to enter the contract personally and not in a representative capacity.
11. I find that after Richard D'Agostino died, Petitioner made a claim against his Estate for attorneys' fees alleged owed.
12. I find that in making its claim against the Estate of Richard D'Agostino, Petitioner stated in its Petition for Allowance that Richard D'Agostino "personally and not in a representative capacity" contacted Petitioner to provide legal services in North Carolina.
13. I find that Richard D'Agostino individually contracted with Petitioner.
14. I find that the Settlement Agreement and General Release references Petitioner's claim against the Estate of Richard D'Agostino in no way requires the Estate of Valerie D'Agostino to pay Petitioner's claim.
15. I find that there is no evidence to support Petitioner's dual liability argument.
16. I find that Respondent properly disallowed Petitioner's claim.

CONCLUSIONS OF LAW

1. Under South Carolina law, a contract is ambiguous when it may fairly and reasonably be understood in more than one way. E.g., Jordan, 311 S.C. at 227, 428 S.E.2d at 705.
2. I conclude as a matter of law that the contract drafted by Petitioner is susceptible of more

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than one interpretation regarding whether Richard D'Agostino hired Petitioner individually or in his representative capacity and who is responsible for Petitioner's fees.

3. South Carolina law is clear that ambiguities, doubts or uncertainties as to a contract's meanings are resolved against the drafting party and must be construed strongly in favor of the non-drafting party. E.g., Plantation A.D., LLC., 386 S.C. at 205. 687 S.E.2d at 718; Myrtle Beach Lumber Co., 276 S.C. at 8, 274 S.E.2d at 426.
4. I conclude that the contract signed by Richard D'Agostino must be construed against Petitioner and in favor of Respondent and that a reasonable construction of the contract is that the Estate of Valerie D'Agostino is not responsible for fees incurred under the contract.
5. I conclude that Petitioner performed work on behalf of Richard D'Agostino personally.
6. I conclude that Petitioner is estopped and/or barred from now taking the position that Richard D'Agostino contracted with it in his representative capacity because that position is directly at odds and inconsistent with Petitioner's position in the Estate of Richard D'Agostino and its email of January 30, 2012.
7. I conclude that Richard D'Agostino individually contracted with Petitioner.
8. I conclude that the "relation back" statutes of South Carolina and North Carolina do not help Petitioner because Richard D'Agostino was appointed as Personal Representative of the Estate of Valerie D'Agostino prior to signing Petitioner's contract and that Petitioner's arguments based on the "relation back" statutes are misplaced.
9. I conclude that Petitioner's dual liability argument is contrary to South Carolina case law that requires courts to construe ambiguous language in a contract liberally and most strongly in favor of the party who did not draft the contract. Myrtle Beach Lumber Co., 276 S.C. at 8, 274 S.E.2d at 426.
10. I conclude that since Richard D'Agostino individually contracted with Petitioner,

Respondent has no liability or responsibility to pay Petitioner's claim.

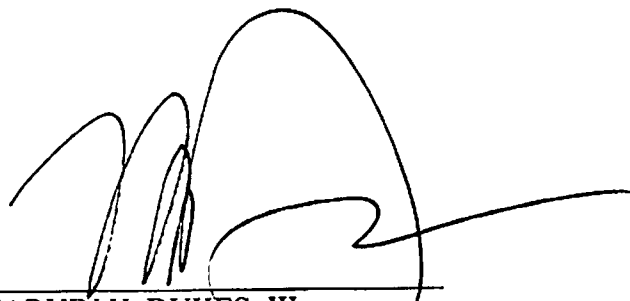
11. I conclude that Respondent properly disallowed Petitioner's claim.

Therefore, I find as a matter of fact and conclude as a matter of law that Petitioner's claim against Respondent is due to be denied and was properly denied and disallowed by Respondent.

Motion for Summary Judgment

Finally, on April 22, 2014, Petitioner filed a Motion for Summary Judgment, and that Motion for Summary Judgment was heard before Final Merits Hearing. The Court took the motion under advisement. Since the Final Merits Hearing has now been held, Petitioner's Motion for Summary Judgment is now moot. Even if it were not moot, I find that there were genuine issues of material fact that prevented summary judgment.

IT IS SO ORDERED!



MARVIN H. DUKES, III
Master In Equity and Special Judge for the
Fourteenth Judicial Circuit, Beaufort County

Beaufort, South Carolina

July 2014
9/16/14

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