

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Kristi Lea Harrington, Circuit Court Judge

Case No. 2011-CP-10- 01528

Charleston Charter School for Math and Science, Inc., Appellant,

v.

Cynthia L. McNaughton. Respondent.

**MOTION TO DISMISS APPEAL FOR LACK OF PROSECUTION
PURSUANT TO SCACR RULE 260**

Nancy Bloodgood, Esq., S.C. Bar No. 6459
Lucy C. Sanders, Esq., S.C. Bar No. 78169

FOSTER LAW FIRM, L.L.C.

895 Island Park Drive, Suite 202

Charleston, SC 29492

Telephone: (843) 972-0313

Facsimile: (888) 519-0934

Email: nbloodgood@fosterfoster.com

lsanders@fosterfoster.com

Attorneys for Respondent

RECEIVED
AUG 27 2012
COURT OF APPEALS

I. ARGUMENT

On July 3, 2012, Appellant filed a Notice of Appeal with this Court. (Ex. 1) Respondent received notice of the Appeal on July 6, 2012. *Id.* No transcript was ordered by Appellant within ten (10) days of the date of service of Notice of the Appeal (July 6, 2012) as required by Rule 207. No brief was served by Appellant within thirty (30) days of July 6, 2012 as required by Rule 208 (a) (1). Appellant has taken no steps at all to pursue this appeal.

Respondent believes this appeal was filed solely for purposes of delaying payment of a jury verdict in violation of Rule 269. In fact, after the Notice of Appeal was filed on July 3, 2012 and the lower court no longer had jurisdiction of this matter, Appellant filed a Motion to Stay the Judgment in the lower court on August 2012, further evidencing the intent of Appellant is solely to delay payment of a judgment. (Ex. 2) Respondent respectfully requests this Appeal be dismissed and attorney fees be assessed against the Appellant for violation of Rule 269.



Nancy Bloodgood, Esq., S.C. Bar No. 6459

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Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Honorable Kristi Lea Harrington, Circuit Court Judge

Case No. 2011-CP-10- 01528

Charleston Charter School for Math and Science, Inc., Appellant,

v.

Cynthia L. McNaughton. Respondent.


**PROOF OF SERVICE FOR RESPONDENT’S MOTION TO DISMISS
APPEAL FOR LACK OF PROSECUTION PURSUANT TO SCACR RULE 260**

Nancy Bloodgood, Esq., S.C. Bar No. 6459
Lucy C. Sanders, Esq., S.C. Bar No. 78169
FOSTER LAW FIRM, L.L.C.
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Attorneys for Respondent

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AUG 27 2012
SOUTH CAROLINA COURT OF APPEALS

I, Nancy Bloodgood, Esquire, certify that on August 23, 2012, I served a copy of the **Respondent's Motion to Dismiss Appeal for Lack of Prosecution Pursuant to SCACR Rule 260** via First Class Mail by placing a copy of said documents in the United States mail with sufficient postage thereon to the following:

Smith Law Firm, P.A.
Thomas Smith, Esquire
1110 Queensborough Blvd. Ste. 103
Mt. Pleasant, SC 29464
843-330-8877
Attorneys for the Appellant



Nancy Bloodgood, Esquire

Thomas Bailey Smith, Esq.

SMITH LAW FIRM
1110 Queensborough Blvd. Ste. 103
Mt. Pleasant, South Carolina 29464
(Tel) 843-330-8877
tsmithlawfirm@aol.com

July 3, 2012

Jeanette F. Barber
Clerk of Court of Appeals
P. O. Box 11629
Columbia, SC 29211

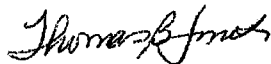
Re: McNaughton v. Charleston Charter School for Math and Science, Inc.
Case No. 2011-CP-10-1528

Dear Ms. Barber:

My office represents the Appellant, Charleston Charter School for Math and Science, Inc., in the above-referenced matter. Enclosed for filing please find the Appellant's NOTICE OF APPEAL, Proof of Service and the filing fee. Please stamp as filed the additional copy and return it to my office in the enclosed, self-addressed envelope.

Please contact my office if you have any questions.

With kindest regards,



Thomas Bailey Smith
TBS:ts
Encs.

Cc: Julie J. Armstrong, Charleston County Clerk of Court (w/encs.)
Nancy Bloodgood, Esq. (w/encs.)
Lucy Sanders, Esq. (w/encs.)



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

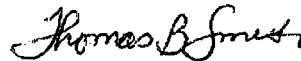
Case No. 2011-CP-10-1528

Cynthia McNaughton,Respondent,
v.
Charleston Charter School for Math And Science, Inc.,Appellant.

NOTICE OF APPEAL

The Charleston Charter School for Math and Science, Inc., appeals the judgment of the Honorable Kristi Lea Harrington dated June 22, 2012. Appellant received written notice of entry of this judgment on July 2, 2012.

July 3, 2012



Thomas Bailey Smith
1110 Queensborough Blvd., Ste. 103
Mt. Pleasant, South Carolina 29464
843-330-8877
Attorney for Appellant

Other counsel of Record:

Nancy Bloodgood
Lucy Sanders
895 Island Park Drive, Ste. 202
Daniel Island, South Carolina 29492
843-744-7828
Attorneys for Respondent

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2011 CP-10-01528

Cynthia L. McNaughton

Charleston Charter School for Math and
 Science, Inc.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> 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

FILED
 2012 JUN 22 PM 4:18
 JULIE J. ARMSTRONG
 CLERK OF COURT

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: This Court finds that the jury rendered a verdict in favor of the Plaintiff in the amount of \$94,735.00. A hearing regarding attorneys fees was held on June 19, 2012. This Court finds Plaintiff's Counsel is entitled to an award of attorney's fees pursuant to S.C. Code Ann. § 15-77-300, in the amount of \$37,894.00. Furthermore, all post-trial motions heard following trial are respectfully denied.

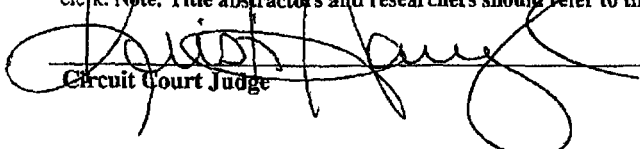
ORDER INFORMATION

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)
Cynthia L. McNaughton	Charleston Charter School for Math and Science, Inc.	\$132,629.00
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

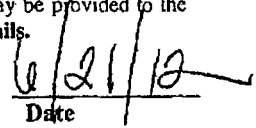
[Redacted]

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

2151

Judge Code


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:

Nancy Bloodgood

Thomas Smith

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: Anne Meyer

Charleston Charter School for Math and Science (hereinafter "Charleston Charter School") for the 2011-2012 school year. The Agreement stated it was contingent on enrollment and funding. It is undisputed that there was no decrease in funding and the Plaintiff's performance was excellent while employed with the Charleston Charter School.

In December of 2010, the principal of the Charleston Charter School ceased the employment of the Plaintiff and an additional math teacher was hired. The Plaintiff's Complaint alleged four causes of action: breach of contract, breach of contract by fraudulent act, third party breach of contract, and grossly negligent supervision against the Defendant. The Defendant claimed that there was insufficient funding to continue Plaintiff's employment. Thus, because the contingency clause in the contract was met, Defendant alleged it was entitled to end the Plaintiff's contract.

A jury trial was held in this case on June 4 and 5th, 2012 in the Court of Common Pleas for Charleston County, and a verdict was returned for the Plaintiff in the amount of \$94,735.00 on the Plaintiff's claim for breach of contract, the sole cause of action before the jury.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. Charleston Charter School for Math and Science as a State Entity

S.C. Code Ann. § 15-77-300 provides, in relevant part, that:

(A) [i]n any civil action brought by the State, any political subdivision of the State or any party who is contesting state action, unless the prevailing party is the State or any political subdivision of the State, the court may allow the prevailing party to recover reasonable attorney's fees to be taxed as court costs against the appropriate agency if:

- (1) the court finds that the agency acted without substantial justification in pressing its claim against the party; and
- (2) the court finds that there are no special circumstances that would make the award of attorney's fees unjust.

In granting an award of attorney fees under § 15-77-300, as a preliminary matter, the Court must

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find that the Defendant is a State entity. Under S.C. Code Ann. § 59-40-40(1), *amended by Act 274 of 2006*, a “charter school” is defined as follows:

a public, nonreligious, nonhome-based, nonprofit corporation forming a school that operates by sponsorship of a public school district, the South Carolina Public Charter School District, or a public or independent institution of higher learning, but is accountable to the board of trustees, or in the case of technical colleges, the area commission, of the sponsor which grants its charter.

Furthermore, under S.C. Code Ann. § 59-40-40(2)(a), a Charter School is:

for purposes of state law and the state constitution, considered a public school and part of the South Carolina Public Charter School District, the local school district in which it is located, or is sponsored by a public or independent institution of higher learning.

Lastly, pursuant to S.C. Code Ann. § 59-40-50, a Charter School

must be considered a school district for purposes of tort liability under South Carolina law, except that the tort immunity does not include acts of intentional or wilful racial discrimination by the governing body or employees of the charter school. Employees of charter schools must be relieved of personal liability for any tort or contract related to their school to the same extent that employees of traditional public schools in their school district or, in the case of the South Carolina Public Charter School District, the local school district in which the charter school is located are relieved.

When read together, this Court finds that a Charter School is considered a public school for purposes of state law and the state constitution. Accordingly, for purposes of analysis under S.C. Code Ann. § 15-77-300, the Charleston Charter School shall be considered a state entity and subject to the provisions of § 15-77-300.

II. Analysis Under S.C. Code Ann. § 15-77-300(A)

Finding that S.C. Code Ann. § 15-77-300 applies to the Charleston Charter School, the Court must next determine if an award of attorney’s fees under the statute is appropriate. S.C. Code Ann. § 15-77-300(A) sets forth three requirements that must be established for the court to allow recovery of reasonable attorney’s fees: (1) the contesting party must be the prevailing

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party, (2) the court must find that the agency acted without substantial justification in pressing its claim against the party, and (3) the court must find that there are no special circumstances that would make an award of attorney's fees unjust. S.C. Code Ann. § 15-77-300(A); Heath v. County of Aiken, 302 S.C. 178, 182, 394 S.E.2d 709, 711 (1990). In Heath v. County of Aiken, looking to the United States Supreme Court's decision in Pierce v. Underwood, 487 U.S. 552, 108 S.Ct. 2541 (1988) as a guide, the South Carolina Supreme Court expounded on the appropriate application of each of the three factors. Heath v. County of Aiken, 302 S.C. 178, 394 S.E.2d 709 (1990).

In determining whether a party to the action is a prevailing party, the Heath Court stated, a party need not be successful as to all issues in order to be found a prevailing party. A prevailing party has been defined as the one who successfully prosecuted the action or successfully defends against it, prevailing on the main issue, even though not the extent of the original contention and is the one in whose favor the decision of verdict is rendered.

Id. at 182-83, 394 S.E.2d at 711. In this case, a verdict was rendered in the Plaintiff's favor on the breach of contract claim. Under the definition of a prevailing party as set forth above, this Court finds that the Plaintiff is considered the prevailing party.

Second, in considering whether the Charleston Charter School acted without substantial justification in pressing its claim, the South Carolina Supreme Court in Heath quoted the Pierce decision, stating that in the context of attorney's fees the definition of a substantial justification "does not mean justified to a high degree, but rather justified in substance or in the main— that is justified to a degree that could satisfy a reasonable person." Id. at 183, 394 S.E.2d at 712. Furthermore, "in deciding whether a state agency acted without substantial justification, the relevant question is whether the agency's position in litigating the case has a reasonable basis in law and fact." McDowell v. S.C. Dept. of Soc. Servs., 304 S.C. 539, 542, 405 S.E.2d 830, 832

Heath
6/21/12

(1991). Although the agency's loss on the merits does not create a presumption that the position was not substantially justified, "the outcome of the matter eventually litigated" is relevant to the issue of substantial justification. Id. at 184, 394 S.E.2d at 712; Layman v. State of South Carolina, 376 S.C. 434, 658 S.E.2d 320 (2008).

In this case, The Defendant argues that because the Plaintiff's employment contract was contingent on ongoing funding, it had the authority and substantial justification to transfer funds first designated to the Plaintiff's salary to hire a new math teacher. After listening to the testimony presented during the case, the arguments of counsel, the evidence presented, and considering the jury's findings, this Court concludes that the Charleston Charter School was not substantially justified in pressing its claim as there was no reasonable basis in law or fact on which to defend the Plaintiff's breach of contract claim.

Lastly, the Court must determine whether any special circumstances exist which would make an award of attorney's fees unjust in this case. The Defendant argues that special circumstances exist because that the Charleston Charter School's principal sought advice from a board member as to whether it could legally "switch" the funding from one teacher's position to add a math teacher. In response, the attorney advised that there were no legal problems. Furthermore the Defendant noted the drop in its student's math scores, the contingency in the Plaintiff's employment contract for ongoing funding, and the letters of recommendation the School provided to the Plaintiff as addition reasons special circumstances exist in this case.

After considering the arguments of Defendant's Counsel, and upon review of the Plaintiff's Memorandum in Support of Attorney Fees, the Defendant's Memorandum Opposing Award of Attorney's Fees to Plaintiff, applicable case law, and the arguments of counsel, the

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Court finds no special circumstances exist that would make an award of attorney's fees unjust in this case.

III. Analysis Under S.C. Code Ann. § 55-77-300(B)

After finding an award of attorney's fees appropriate under S.C. Code Ann. § 15-77-300(A), § 15-77-300(B) states:

Attorney's fees allowed pursuant to subsection (A) must be limited to a reasonable time expended at a reasonable rate. Factors to be applied in determining a reasonable rate include:

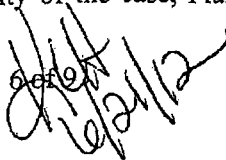
- (1) the nature, extent, and difficulty of the case;
- (2) the time devoted;
- (3) the professional standing of counsel;
- (4) the beneficial results obtained; and
- (5) the customary legal fees for similar services.

The judge must make specific written findings regarding each factor listed above in making the award of attorney's fees. However, in no event shall a prevailing party be allowed to shift attorney's fees pursuant to this section that exceed the fees the party has contracted to pay counsel personally for work on the litigation.

Plaintiff's Counsel has spent 134.10 hours on this case, which would total fees in the amount of \$40,230.00 at her usual \$300.00 per hour billing rate. However, S.C. Code Ann. § 15-77-300(B) states that "in no event shall a prevailing party be allowed to shift attorney's fees pursuant to this section that exceed the fees the party has contracted to pay counsel personally for work on the litigation." Plaintiff and her attorney signed a retainer agreement stating that the agreed upon legal fee would be forty percent of the gross amount recovered. Forty percent of the jury's award of \$94,735.00 equals \$37,894.00. The 134.10 hours spent on preparation and in the trial of this case in relation to forty percent of the award, \$37,894.00, computes to an hourly rate of \$282.58. In determining whether this rate is reasonable, the Court will address each factor separately pursuant to the requirements set forth above.

A. The Nature, Extent, and Difficulty of the Case

As to the nature, extent, and difficulty of the case, Plaintiff's Counsel indicated that a

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lawsuit against a school is difficult as schools enjoy a good reputation in the community and are respected as employers. The original Complaint had four causes of action, and the Plaintiff survived summary judgment on all causes of action before trial. Plaintiff's Counsel also noted the difficulty in preparing for this case because most of the witnesses called were employees of the Charleston Charter School and were therefore loyal to the school. Plaintiff's Counsel informed the Court that she took six depositions and became familiar with the PACE and ADEPT programs and the Charter School laws in preparation for this case. In light of these facts, the Court finds the nature, extent, and difficulty of this case favor an award of attorney's fees in the amount Plaintiff's Counsel has requested.

B. Time Devoted

Plaintiff's Counsel indicated to the Court that employment cases require long and intense hours, with great risk of no payment, or, at best, late payment. The Complaint in this case was filed in February of 2011 and was tried sixteen months later. After review of Plaintiff's Counsel's billing statement, the Court finds that a reasonable amount of time was spent on each task over the sixteen month period in which trial preparation was conducted. Plaintiff's Counsel has spent a total of 134.10 hours on this case, which the Court finds adequately relates to the nature and difficulty of the case.

C. Professional Standing of Counsel

In review of the professional standing of Plaintiff's Counsel, this Court finds the work product, preparation, and general ability of Plaintiff's Counsel to be exceptional. Plaintiff's Counsel received her Juris Doctor in 1983 from Catholic University School of Law, and has been in practice for more than twenty five years. The Court has had many opportunities to view

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Plaintiff's Counsel's work and finds that she is of good professional standing and is a respected member of the South Carolina Bar.

D. Beneficial Results Obtained

The judgment the Plaintiff received is higher than the range of outcomes that were offered outside of trial. Defendant filed an offer of judgment before trial for \$150.00, and the Defendant made its first offer to settle on the second morning of trial in the amount of \$10,000.00. The jury awarded the plaintiff \$20,623.00 in actual damages and \$74,112.00 in special damages. As the total verdict of \$94,735.00 is nine times more than what was offered to settle the case, the Court finds the results obtained to be beneficial.

E. Customary Legal Fees for Similar Services

Last, the Court must consider the customary legal fees for similar services. Plaintiff's Counsel's Affidavit states that her routine hourly rate is \$300.00 per hour. Plaintiff's Counsel provided the Court with an Affidavit from other counsel, Armand Derfner, a graduate of Princeton University, Yale Law School, and member of the South Carolina Bar since 1974, regarding the reasonableness of Plaintiff's Counsel's requested fee of \$300.00 per hour in a case tried and won in November of 2011. Armand Derfner indicated that this rate is reasonable and quite modest for a lawyer of Plaintiff's Counsel's experience, reputation and ability. Armand Derfner indicated that he is familiar with other lawyers with similar experience in the State who charge \$300.00 per hour or higher, and stated that an award to Plaintiff's Counsel for that case was in line with or less than appropriate rates in this State.

As calculated above, Plaintiff's Counsel's hourly rate for this case pursuant to the contract is \$282.58. Based on Plaintiff's Counsel's level of experience, her consistency in

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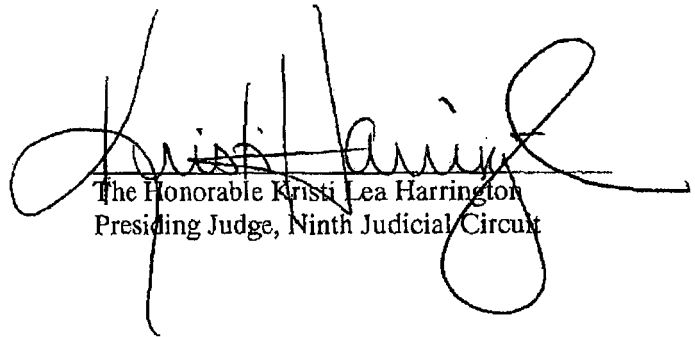
charging a \$300.00 rate to clients, and similar rates charged by comparable attorneys in the State, the Court finds Plaintiff's Counsel's rate in this case is reasonable and customary.

Therefore, upon applying the factors listed in S.C. Code Ann. § 15-77-300(B), the Court finds an award of attorney's fees for Plaintiff's Counsel at the requested rate is reasonable and appropriate.

CONCLUSION

THEREFORE, IT IS HEREBY ORDERED THAT Plaintiff's Counsel, Nancy Bloodgood, is entitled to an award of attorney's fees pursuant to S.C. Code Ann. § 15-77-300 in the amount of \$37,894.00.

IT IS ORDERED.



The Honorable Kristi Lea Harrington
Presiding Judge, Ninth Judicial Circuit

June 21, 2012
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Cynthia L. McNaughton,)
)
PLAINTIFF,)
)
v.)
)
Charleston Charter School for Math and)
Science, Inc.)
)
DEFENDANT.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CASE NO.: 2011-CP-10-01528

VERDICT

1. On the cause of action for Breach of Contract, we the Jury find for the Defendant, Charleston Charter School for Math and Science. _____

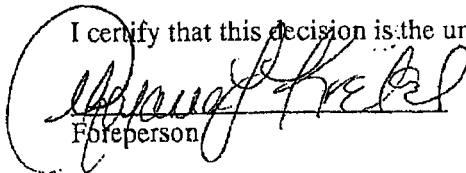
OR

2. On the cause of action for Breach of Contract, we, the Jury, find for the Plaintiff, Cynthia L. McNaughton, in the amount of

\$ 20,623 actual damages.

\$ 74,112 special damages.

I certify that this decision is the unanimous decision of the jury.


Foreperson

June 05, 2012

WHEN YOU HAVE COMPLETED THE QUESTIONS, NOTIFY THE BAILIFF.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

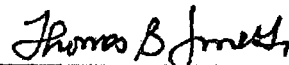
Case No. 2011-CP-10-1528

Cynthia McNaughton, Respondent,
v.
Charleston Charter School for Math And Science, Inc., Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Cynthia McNaughton by depositing a copy of it in the United States Mail, postage prepaid, on July 3, 2012, addressed to her attorneys of record, Nancy Bloodgood and Lucy Sanders, 895 Island Park Drive, Suite 202, Daniel Island, South Carolina 29492.

July 3, 2012



Thomas Bailey Smith
1110 Queensborough Blvd., Ste. 103
Mt. Pleasant, South Carolina 29464
843-330-8877
Attorney for Appellant

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

Cynthia McNaughton,)
)
Plaintiff,)
)
v.)
)
Charleston Charter School for Math)
And Science, Inc.,)
)
Defendant.)

Case No. 2011-CP-10-1528

DEFENDANT'S MOTION TO STAY PROCEEDINGS/EXECUTION OF
JUDGMENT

COMES NOW Charleston Charter School for Math and Science, Inc. (‘‘Defendant’’) pursuant to Rule 62, South Carolina Rules of Civil Procedure, and moves this Court to issue an Order staying proceedings and the execution of judgment as follows:

1. On June 22, 2012, this Court entered a judgment against the Defendant in the sum of \$132,629.99;
2. As part of its Order, this Court found that Defendant was a state actor;
3. Rule 62(d), SCRCP, entitles a party to obtain a stay of proceedings and the execution of a judgment by taking an appeal as long as the appeal is timely filed and the judgment debtor gives a supersedeas bond;
4. Rule 62(e), SCRCP, waives the requirement of a bond for a judgment debtor for a state actor, which this Court found the Defendant to be;
5. Defendant has this 3rd day of July, 2012, filed its Notice of Appeal;
6. It would serve no useful purpose for Defendant to consult with Plaintiff’s

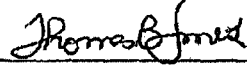
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JULIE J. ARMSTRONG
CLERK OF COURT

18

counsel on this issue; and

7. **WHEREFORE** Defendant moves this Court for an Order staying all proceedings and actions to enforce the judgment until all appellate issues have been finally decided and this civil action has been concluded.

Respectfully submitted.



Thomas Bailey Smith, Esq.
S.C. Bar No. 066246
Attorney for Defendant

SMITH LAW FIRM, P.A.
1110 Queensborough Blvd. Ste. 103
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803-740-0961
tsmithlawfirm@aol.com

65326
25



FOSTER LAW FIRM, L.L.C.

Attorneys and Counselors at Law

PAUL J. FOSTER, JR., 1923-1979

NANCY BLOODGOOD
nbloodgood@fosterfoster.com
REPLY TO CHARLESTON

August 23, 2012

The Honorable Tanya A. Gee
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

RE: *Cynthia McNaughton v Charleston Charter School for Math and Science, Inc.*
Appellate Case No.: 2012-212451
State Court Case No.: 2011-CP-10- 01528
File No.: 9457.0000

Dear Ms. Gee,

Enclosed please find the original and seven copies of the Motion to Dismiss for Lack of Prosecution Pursuant to SCACR Rule 260 and the Proof of Service in connection with the above-referenced matter. I have also enclosed a check in the amount of \$25.00 for filing fee purposes. Please file the original and return a clocked-in copy of the same to me.

By copy of this letter to all counsel of record, I am likewise providing them with a copy of the same. Should you have any questions, please do not hesitate to contact my office.

With kindest regards, I remain,

Sincerely,

Nancy Bloodgood

NB/alk
Enclosures

cc: Cynthia McNaughton
Thomas Smith, Esquire, Smith Law Firm, P.A.

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