THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
APR 29 2015
SC Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

Case No.: 2014-CP-08-225
Appellate Case No.: 2014-002579

South Godley Enterprises, LLC, ...Appellant,

v.

Mungo Homes Coastal Division, LLC f/k/a Harbor Homes, LLC,.....Respondent.

INITIAL BRIEF OF APPELLANT

HAYNSWORTH SINKLER BOYD, P.A.

Wm. Howell Morrison
Stafford J. McQuillin III
134 Meeting Street, Third Floor
Charleston, SC 29401
Ph. (843) 722-3366
Attorneys for Appellant

TABLE OF CONTENTS

TABLE OF AUTHORITIES

STATEMENT OF ISSUES ON APPEAL

1. **Did the circuit court err in finding that the arbitration clause applied to slander of title claims involving fraudulent, malicious and unforeseeable tortious acts concerning lots that the seller, South Godley Enterprises, LLC, never contemplated selling and the buyer, Mungo Homes Coastal Division, LLC, never contemplated buying?**

STATEMENT OF THE CASE

On February 3, 2014, South Godley Enterprises, LLC ("South Godley") filed its Complaint for Damages, Declaratory and Injunctive Relief. On February 28, 2014, South Godley filed an Amended and Verified Complaint for Damages, Declaratory and Injunctive Relief. (Am. Ver. Compl.) South Godley alleges that Mungo Homes Coastal Division, LLC ("Mungo") maliciously recorded a false memorandum of contract that slandered the title to acreage sufficient for 200 lots that were never subject to any buy/sell agreement between the parties. Mungo filed an Answer and Counterclaims on May 6, 2014 (Answer and Countercls); on May 8, 2014, Mungo filed a Motion to Compel Arbitration (Mot. to Compel Arbitration).

On May 14, 2014, South Godley filed a Motion for Temporary Restraining Order and Preliminary Injunction. The circuit court held a hearing on that motion on May 16, 2014, and granted South Godley a temporary injunction on June 9, 2014. (Order for Temporary Injunction, filed 6/9/14.)

On June 23, 2014, South Godley filed a Motion and Memorandum for Summary Judgment supported by several exhibits. (Mem. in Supp. of Mot. for Summ. J.) The circuit court held a hearing on October 22, 2014, to address five pending motions, including South Godley's for summary judgment and Mungo's to compel arbitration. (Hearing Transcript, 10/22/14, pp. 4-5.) South Godley submitted and filed a Bench Brief in Opposition to Defendant's Motion to Compel Arbitration at the motions hearing. (Bench Br.) The court heard arguments on the Motion to Compel Arbitration and took the motion under advisement, noting that a ruling on that motion "may or may not resolve the other [motions]." (Hearing Transcript, 10/22/14, p. 22.) On October 24, 2014, the circuit

court issued and filed an Order Granting Defendant's Motion to Compel Arbitration (Order Granting Def.'s Mot. to Compel Arbitration, filed 10/24/14, "Order Compelling Arbitration"), which is the subject of this appeal. On November 4, 2014, South Godley filed a Motion to Alter, Amend or Reconsider Order. (Mot. to Alter, Amend or Reconsider Order.) On November 19, 2014, South Goldey received a Form 4 judgment denying its Motion to Alter, Amend or Reconsider the Order Compelling Arbitration. (Order, filed 11/10/14.) South Godley filed a timely Notice of Appeal on December 1, 2014.

FACTS

Appellant South Godley owns approximately 129.71 acres in the Cane Bay subdivision in Berkeley County, South Carolina. The acreage is identified as tract B-17 and is sufficient to develop approximately 350 lots. (Am. and Ver. Compl., ¶ 4; Answer, ¶ 5.) On November 6, 2012, South Godley and Mungo entered into an Amended and Restated Purchase Agreement ("Agreement") by which Mungo contracted to purchase a portion of South Godley's tract sufficient to constitute 150 lots. (Agreement, p. 2, ¶¶ 1-2: "Purchaser agrees to purchase and the Seller agrees to sell the Property," which is defined as a "portion of the Tract to be acquired for the development of one hundred fifty (150) Lots.") It is undisputed that "Mungo never contracted to purchase the entire acreage owned by South Godley." (Order for Temporary Injunction, filed 6/9/14, p. 2; 10/22/14 Hearing Transcript, pp. 7-10, 13-15.) "Rather the Agreement contemplated sale and purchase of only enough acreage to support 150 lots." *Id.* "The parties' attorneys do not dispute that the remainder of South Godley's acreage, not subject to contract, would support approximately 200 additional lots." *Id.*

Pertinent to the instant action for slander of title, the Agreement provides that "[a]fter expiration of the Inspection Period either party may record a memorandum of this Agreement in the Registry of Deeds in the County in which the property is located" . . . "[t]he other party shall cooperate in the preparation and execute the memorandum." (Agreement, p. 11, ¶ 32.)[1] Disputes arising under the Agreement are subject to a mandatory arbitration provision. (Agreement, p. 11, ¶ 31.)

The purchase and sale of the 150 lots per the Agreement never transpired for reasons that the parties dispute.[2] What is not in dispute is that, on July 17, 2013, Mungo recorded a Memorandum of Contract ("Memorandum") with the Register of Deeds in Berkeley County. (Am. Ver. Compl., ¶¶ 11-12; Answer, ¶ 9; Memorandum.) The Memorandum was not limited to the 150 lots that make up a "portion" of Tract B-17 that Mungo contracted to designate and purchase under Paragraphs 1 and 2 of the Agreement. Instead, Mungo worded it to cover "ALL that certain piece, parcel, lot, or tract of land . . .

---

[1] A "memorandum of agreement" or "memorandum of contract" is a statement executed by both the buyer and seller of a property that describes the property to be sold and memorializes the agreement for the sale of the property. (*See, e.g.*, Agreement, p. 11, ¶ 32) ("The other party shall cooperate in the preparation and execution of the memorandum.") The memorandum is recorded in the registry of deeds in the county in which the property is located. *Id.* Once recorded, the memorandum puts the world on notice that the land described in the memorandum is subject to a purchase agreement. *Regency Commercial Assocs., LLC v. Lopax, Inc.*, 373 Ill. App. 3d 270, 289 (Ill. App. Ct. 4th Dist. 2007) ("The purpose of recording a memorandum of contract is to put the public on notice that a contract exists.").

[2] The contractual dispute between the parties involves a wetlands permit and who was at fault for the failure to consummate the contract. (Mungo Answer and Counterclaims, ¶¶ 21-42.) The parties agree that the contract breach claims are governed by the mandatory arbitration provision. (Agreement, p. 11, ¶ 31.) However, rather than commence a contract breach and specific performance action in arbitration to hear any breach allegations, Mungo filed a memorandum of contract that clouded title to the entirety of South Godley's property, including 200 lots that were never subject to the Agreement between the parties. (Am. Ver. Compl., ¶¶ 10-26; Agreement, p. 2, ¶¶ 1-2; Memorandum; Aff. of Jack Wardlaw III, ¶¶ 3-6; Aff. of Timothy S. Ritch, ¶¶ 4-5.)

referenced as 'TRACT B-17.'" (*Compare* Agreement at p. 2, ¶¶ 1-2, with Memorandum; Am. and Ver. Compl., ¶¶ 17-20; Aff. of Jack Wardlaw III, ¶¶ 3-6; Aff. of Timothy S. Ritch, ¶¶ 4-5.) It is indisputable that Mungo deliberately drafted an over-reaching Memorandum in order to encumber all of Tract B-17. *Id.* Mungo concedes that prior to recording its Memorandum, it did not provide notice to South Godley of its intent to do so, let alone ask South Godley to approve it or cooperate in its preparation or execution as required by the Agreement. (Agreement, p. 11, ¶ 32; Am. and Ver. Compl., ¶¶ 11-12; Answer, ¶ 9; 10/22/14 Hearing Transcript, p. 15:21-22 (acknowledgement by counsel for Mungo that the Agreement "required that the other party approve" the Memorandum).) Because of the very nature of a good faith memorandum of contract, such cooperation was routinely contemplated by the Agreement.

By secretly recording the overreaching Memorandum, Mungo intentionally clouded title to far more lots than it contracted to purchase. (Am. Ver. Compl., ¶¶ 10-26; Agreement, p. 2, ¶¶ 1-2; Memorandum; Aff. of Jack Wardlaw III, ¶¶ 3-6; Aff. of Timothy S. Ritch, ¶¶ 4-5.) The Memorandum encumbered the entirety of Tract B-17, consisting of 350 lots and more than twice the acreage subject of the Agreement. *Id.* The recording of the overly-broad Memorandum had the foreseeable effect of blocking bank financing needed by South Godley to develop any of its property. It directly damaged South Godley by impairing the vendibility and development of the 200 lots –as well as forcing South Godley to incur the ongoing legal fees necessary to counteract Mungo's malicious publication. (Am. Ver. Compl., ¶¶ 1-26; Aff. of Jack Wardlaw III, ¶¶ 3-6; Aff. of Timothy S. Ritch, ¶¶ 4-5.)

Standard of Review

Unless the parties provide otherwise, the question of the arbitrability of a claim is an issue for judicial determination. *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001). The determination of whether a claim is subject to arbitration is subject to *de novo* review. *Wellman, Inc. v. Square D Co.*, 366 S.C. 61, 67, 620 S.E.2d 86, 89 (Ct. App. 2005); *United States v. Bankers Ins. Co.*, 245 F.3d 315, 319 (4th Cir. 2001). Nevertheless, a circuit court's factual findings will not be reversed on appeal if any evidence reasonably supports the findings. *Thornton v. Trident Med. Ctr., L.L.C.*, 357 S.C. 91, 94, 592 S.E.2d 50, 51 (Ct. App. 2003).

ARGUMENT

Mungo's actions deliberately encumbered 200 lots that it never contracted to buy. (Am. Ver. Compl., ¶ 10-26.) Mungo recorded the Memorandum, not for the proper purpose of placing the public on notice of a pending purchase and sale of property, but for the purpose of exacting maximum leverage against the seller without having to endure the trouble of proving any contract breach. *Id.* Rather than pursuing the conventional remedy of filing a contract breach action against South Godley and, possibly, seeking specific performance, Mungo secretly recorded the over-reaching Memorandum in order to cloud the title to the entirety of Tract B-17, thereby pressuring South Godley in a tortious manner. *Id.* South Godley, which intended to sell 150 lots to Mungo, could not have foreseen that its buyer would record a false Memorandum of Contract encumbering the entire tract including more than twice the acreage that was to be sold under the Agreement. (*Id*; Aff. of Jack Wardlaw III, ¶¶ 3-6; Aff. of Timothy S. Ritch, ¶¶ 4-5.) Such an act on the part of Mungo was completely outside the expectations of the parties, or at

least South Godley's expectations. *Id.* Nevertheless, the circuit court ruled that the arbitration clause reached the title slander claim as to property that the seller never contemplated selling and the buyer never contemplated buying. (Order Granting Def.'s Mot. to Compel Arbitration, filed 10/24/14; 10/22/14 Hearing Transcript, pp. 7-10, 13-15; Mot. to Alter, Amend or Reconsider Order.) Such a ruling runs directly contrary to recent South Carolina case law.

I. Under South Carolina law, the arbitration clause cannot apply to South Godley's slander of title claims involving unforeseeable tortious acts concerning property that is not the subject of the Agreement to buy/sell.

It is well-settled in this state that "arbitration is a matter of contract, and a party cannot be required to arbitrate any dispute which he has not agreed to arbitrate." *Chassereau v. Global Sun Pools, Inc.*, 373 S.C.168, 171-72, 644 S.E.2d 718, 720 (2007) (citing *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596, 553 S.E.2d 110,118 (2001). In *Aiken v. World Finance Corp. of South Carolina*, our supreme court established a clear rule controlling decisions such as the one before this Court:

> Because even the most broadly-worded arbitration agreements still have limits founded in general principles of contract law, this Court will refuse to interpret any arbitration agreement as applying to outrageous torts that are unforeseeable to a reasonable consumer in the context of normal business dealings.

Aiken at 373 S.C. 144, 151, 644 S.E.2d 705, 709 (2007). In *Aiken*, the court refused to apply a broadly-worded arbitration clause to a theft of Aiken's personal information by World Finance employees. *Id.* at 150, 644 S.E.2d 708. The Court held that "Aiken could not possibly have been agreeing to provide an alternative forum for settling claims arising from this wholly unexpected tortious conduct." *Id.* The Court made clear that torts that are "wholly unexpected," "unanticipated," "unforeseeable," and "completely outside the

expectations of the parties" will not be subject to arbitration. *Aiken* at 151-52, 644 S.E. 2d at 709-710. "*Aiken* unequivocally provides that although these types of uncivilized acts often arise in the course of performance of contracts containing arbitration clauses, South Carolina courts will not interpret arbitration clauses to apply to such acts which are outrageous and unforeseen." *Chassereau v. Global Sun Pools, Inc.* 373 S.C.168, 172, 644 S.E.2d 718, 720 (2007). The *Aiken* court "also emphasized that a determination of foreseeability is to be made from the standpoint of the injured party, i.e., the expectations of a reasonable man, rather than from the standpoint of the reviewing court." *Timmons v. Starkey*, 380 S.C. 590, 598, 671 S.E.2d 101, 106 (Ct. App. 2008).

More recently, in *Chassereau v. Global Sun Pools, Inc.*, the South Carolina Supreme Court again "refused to interpret an arbitration agreement . . . to apply to illegal or outrageous acts that no reasonable person would have foreseen at the time the parties executed the agreement to arbitrate." *Chassereau* at 373 S.C.168, 172, 644 S.E.2d 718, 720 (2007). In *Chassereau*, the buyer of a pool sued a pool company and its employee alleging defamation and other intentional torts arising out of the conduct of an employee who was trying to collect on the pool purchase contract, which contained a broadly-worded arbitration clause. *Id.* at 170, 644 S.E.2d at 719. While the Court found that the buyer "certainly knew that she would be required to make payments on the pool she purchased" and "must have expected that Global-Sun employees would contact her and request that she make payments on the pool if she ceased doing so," the Court held that "a reasonable person would not have foreseen and would not have expected (and ought not to expect)" the alleged unforeseeable and outrageous torts, which included a claim for defamation. *Id.* at 172, 644 S.E.2d at 720 (parenthetical in original). Thus, the

Court refused to apply the broadly-worded arbitration clause to a defamation claim. *Id.*

Additionally, in a 2010 decision, the South Carolina Supreme Court affirmed its holdings in *Aiken* and *Chassereau* and held that a plaintiff could not have been held to "have contemplated that, in signing the arbitration clause, he was agreeing to arbitrate claims arising from allegedly fraudulent conduct." *Partain v. Upstate Auto. Grp.*, 386 S.C. 488, 494, 689 S.E.2d 602, 605 (2010); *Hatcher v. Edward D. Jones & Co., L.P.*, 379 S.C. 549, 554, 666 S.E.2d 294, 297 (Ct. App. 2008) (citing *Aiken* and *Chassereau* and finding that "to interpret the arbitration provision . . . to apply to alleged action completely outside the expectations of the parties at the time the contract was entered would be inconsistent with the goal favoring arbitration as an effective means for resolving disputes").

Here, South Godley, as seller of acreage for 150 lots, could not have anticipated that Mungo would secretly and unilaterally file a false Memorandum to cloud title to the entire tract containing more than twice the lots that were to be sold. Moreover, it is relevant under the rule of *Aiken* and *Chassereau* that malice is an element of the tort of slander of title, which is similar to the tort of defamation involved in *Chassereau*. *Huff v. Jennings*, 319 S.C. 142, 149, 459 S.E.2d 886, 891 (Ct. App. 1995) (adopting the elements of slander of title outlined in the Restatement (Second) of Torts § 623A (1977), including malice as an element of the tort). In *Pond Place Partners, Inc. v. Poole*, the Court described malice in the context of a slander of title action as "an intent to deceive or injure" and "the making of a false statement that is made with full knowledge of its falsity, and for the specific purpose of injuring the plaintiff." *Pond Place Partners, Inc.* at 351 S.C. 1, 20, 567 S.E.2d 881, 891 (Ct. App. 2002). Thus, slander of title, which

occurred secretly and unilaterally, falls into the category of torts that are "wholly unexpected," "unanticipated," "unforeseeable," and "completely outside the expectations of the parties," which this state's Supreme Court has reiterated are not subject to broadly-worded arbitration clauses. *Aiken* at, 151, 644 S.E.2d at 709.

Importantly, this case has the additional and compelling fact that the malicious tort of slander of title covered 200 lots that were never subject to the Agreement between the parties. Unlike the buyer in *Chassereau* who "certainly knew that she would be required to make payments on the pool she purchased" and "must have expected that Global-Sun employees would contact her and request that she make payments on the pool if she ceased doing so," South Godley – which contracted to sell only 150 lots – could not have anticipated that the buyer would file a false Memorandum of Contract encumbering the entirety of Tract-17, comprising than twice the acreage to be sold under the Agreement. (Aff. of Jack Wardlaw III, ¶¶ 3-6; Aff. of Timothy S. Ritch, ¶¶ 4-5.)

The Order Compelling Arbitration of the slander of title claims addressing lots not subject to the Agreement improperly extended the contractual arbitration clause beyond the intent of the parties to that Agreement. Such a construction of the arbitration clause cannot be reconciled with the clear terms of the Agreement to buy and sell 150 lots. (Agreement, p. 2, ¶¶ 1-2.) "[Mungo] agree[d] to purchase and [South Goldey] agree[d] to sell the Property," which is defined as "a **portion** of the Tract to be acquired for the development of one hundred fifty (150) Lots." *Id.* (emphasis added). The legal description in Mungo's Memorandum deliberately clouded the title to 200 additional lots that were never subject to the Agreement. Specifically, the Memorandum's legal description identified the property under contract as "**ALL** that certain piece, parcel, lot, or tract of

land . . . referenced as 'TRACT B-17.'" (emphasis added) (*Compare* Agreement at p. 2, ¶¶ 1-2, with Memorandum, Aff. of Jack Wardlaw III, ¶¶ 3-6, and Aff. of Timothy S. Ritch, ¶¶ 4-5.) Thus, the remainder of the acreage in Tract B-17 was beyond the scope of any contract between the parties. At the time of entering into the Agreement, South Godley could not have reasonably anticipated that the buyer would abusively record a secret Memorandum of Contract clouding the title to the entirety of South Godley's acreage in Tract B-17.

The Order Compelling Arbitration also overlooks an earlier concession of the parties and a finding contained in the "Order for Temporary Injunction" filed on June 9, 2014, that the lots at issue in this action were not subject to the Agreement:

> I find that Mungo never contracted to purchase the entire acreage owned by South Godley. Rather the Agreement contemplated sale and purchase of only enough acreage to support 150 lots. The parties' attorneys do not dispute that the remainder of South Godley's acreage, not subject to contract, would support approximately 200 additional lots."

(Order for Temporary Injunction, p. 2, ¶ 2.) There is simply no evidence reasonably supporting the circuit court's decision that the arbitration clause reaches the slander of title claim.

II. The fact that an arrangement such as the one entered into by these parties might have the potential to generate several legal claims and causes of action is not a basis to compel arbitration of a claim the parties did not intend to agree to arbitrate.

In *Aiken*, the Court recognized that "tort claims essentially alleging breach of the underlying contract . . . would be within the contemplation of the parties in agreeing to arbitrate." *Aiken* at 152, 644 S.E. 2d at 709. However, the Court held that it will "distinguish those outrageous torts, which although factually related to the performance

of the contract,[3] are legally distinct from the contractual relationship between the parties." *Id.* Here again, South Godley's slander of title claim involving different lots is factually and legally distinct from the contractual relationship between the parties.

Additionally, in *Chassereau v. Global Sun Pools, Inc.*, the Court held that "[w]hile actions taken in an arrangement such as the one entered into by these parties might have the potential to generate several legal claims and cause of actions, we have no doubt that Chassereau did not intend to agree to arbitrate the claims she asserts in the instant action." *Chassereau* at 172-73, 644 S.E.2d at 720-21. In *Chassereau*, the Court refused to compel the parties to arbitrate a claim for defamation. *Id.* Thus, the Court in *Aiken* and *Chassereau* held that while there may be additional claims for breach of contract that are subject to arbitration, South Carolina courts are required to distinguish those claims that the parties did not intend to agree to arbitrate. *Id.*

Here, the circuit court improperly failed to distinguish South Godley's slander of title claim and compelled arbitration reasoning that "any attempt to split these claims [Mungo's Breach of Contract Counterclaim and South Godley's Slander of Title claim] would result in duplicative proceedings and *may* bring about inconsistent results." (Order Granting Def. Mot. to Compel Arbitration, filed 10/24/14, p. 3 (italics added).)

The gravamen of Mungo's breach of contract counterclaims is a dispute involving a wetlands permit and the question of which party was at fault for a failure to consummate the Agreement. (Answer and Counterclaims, ¶¶ 21-42.) South Godley's allegations that Mungo slandered the title to the additional lots outside the scope of the

[3] This case is not "factually related to the performance of the contract" because South Godley's allegations involve the malicious tort of slander of title of 200 lots that were never subject to the Agreement between the parties. (Am. Ver. Compl., ¶ 10-26.)

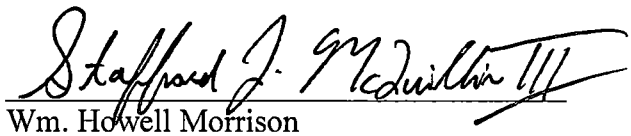
Agreement are unrelated to and unaffected by the distinct contractual issue of why the Agreement foundered. Deciding these claims in different fora will not lead to inconsistent results. "Inconsistent verdicts" are defined as verdicts that are "irreconcilably inconsistent." *Austin v. Stokes-Craven Holding Corp.*, 387 S.C. 22, 49-50, 691 S.E.2d 135, 149 (2010). "[W]hen a logical reason for reconciling [the verdicts] can be found," they are not deemed inconsistent, and the verdicts should stand. *Id.* (citing *Rhodes v. Winn-Dixie Greenville, Inc.*, 249 S.C. 526, 530, 155 S.E.2d 308, 310 (1967)). An arbitrator could find that South Godley breached its contract with Mungo, award Mungo damages, and/or allow it to develop 150 lots as contemplated in the Agreement. Simultaneously, a circuit court could find that Mungo slandered the title to the lots that were not subject to the contract and award South Godley damages. There is nothing inconsistent with these results. Indeed, the same result could occur in a single forum without posing a legal problem for a presiding circuit judge or an arbitration panel. The circuit court erred in suggesting that the threat of inconsistent verdicts justifies compelling arbitration of all claims.

CONCLUSION

The circuit court erred in ruling that the arbitration clause applies to slander of title claims involving fraudulent, malicious and unforeseeable tortious acts concerning lots that South Godley never contemplated selling and Mungo never contemplated buying. In doing so, it deprived South Godley of its constitutional right to a jury trial. The Order Compelling Arbitration of South Godley's slander of title claims should be reversed and the matter remanded to the circuit court for further proceedings.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.



Wm. Howell Morrison
Stafford J. McQuillin III
134 Meeting Street, Third Floor
Charleston, SC 29401
Ph. (843) 722-3366
Attorneys for Appellant

April 27, 2015

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Kristi Lea Harrington, Circuit Court Judge

CASE NO.: 2014-CP-08-225

South Godley Enterprises, LLC ..... Appellant,

v.

Mungo Homes Coastal Division,
LLC f/k/a Harbor Homes, LLC..... ..... Respondent.

PROOF OF SERVICE

I certify that I have served Initial Brief of Appellant and Designation of Matter to be Included in the Record on Appeal on the Respondent by mailing a copy of it to its lawyers of record on April 27, 2015, addressed as follows:

Thomas F. Dougall
Dougall & Collins
1700 Woodcreek Farms Road
Elgin, SC 29045

William Joseph Moore, Jr.
Gertz & Moore
P.O. Box 456
Columbia, SC 29202

Stafford J. McQuillin III

Wm. Howell Morrison
Stafford J. McQuillin III
HAYNSWORTH SINKLER BOYD, P.A.
Post Office Box 340
Charleston, SC 29402
Ph: (843) 722-3366
Attorneys for Appellant

Haynsworth
Sinkler Boyd, P.A.

ATTORNEYS AND COUNSELORS AT LAW

134 MEETING STREET, THIRD FLOOR (29401-2240)
POST OFFICE BOX 340 (29402-0340)
CHARLESTON, SOUTH CAROLINA
TELEPHONE 843.722.3366
FACSIMILE 843.722.2266
WEBSITE www.hsblawfirm.com

STAFFORD J. MCQUILLIN III
DIRECT DIAL NUMBER 843.724.1120
EMAIL mmcquillin@hsblawfirm.com

April 27, 2015

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: South Godley Enterprises, LLC v. Mungo Homes Coastal Division, LLC f/k/a Harbor Homes, LLC
Appellate Case No. 2014-002579
HSB File No. 37639-0001

Dear Ms. Kitchings:

Enclosed herewith for filing is an original and one (1) copy of the Initial Brief of Appellant South Godley Enterprises, LLC and Designation of Matter to be Included in the Record on Appeal in the above-referenced matter, along with a Proof of Service. Please file the originals and return clocked-in copies to us in the return envelope provided.

Please do not hesitate to contact me if you have any questions.

Sincerely yours,

Stafford J. McQuillin III

Stafford J. McQuillin III

SJM/kmg
Enclosures
cc (w/encl.): Thomas F. Dougall, Esq.
William Joseph Moore, Jr., Esq.

Haynsworth
Sinkler Boyd, P.A. | ATTORNEYS AND COUNSELORS AT LAW

POST OFFICE BOX 340
CHARLESTON, SOUTH CAROLINA 29402-0340

37639-1
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211