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Exhibit A

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APR 28 2015
SC Court of Appeals

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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
CASE NOS.: 2012-CP-32-1038 AND 3658
(consolidated cases)

JM

LA CASA REAL ESTATE AND)
INVESTMENTS, LLC AND BOBBY)
SLATE,)
)
Plaintiffs,)

vs.)

ANDREW A. AUN, AUN & MCKAY,)
PA, CLIFTON RICKARD, LH)
DEVELOPMENT, LLC, CLAUDE)
NEWMAN, RUSSELL & JEFFCOAT)
REAL ESTATE, INC. AND RHONDA)
JACOBS WALSH,)
)
Defendants.)

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ORDER ON POST TRIAL MOTIONS

16th Court of Appeals

This matter is before the Court on post trial motions filed by Plaintiffs Bobby Slate ("Slate") and La Casa Real Estate & Investments, LLC ("La Casa") (hereafter collectively "Plaintiffs"), and Defendants Andrew A. Aun and Aun & McKay, P.A. ("Aun"). Aun moves for relief from the jury's December 11, 2014 verdict¹ as follows: (1) motion for Judgment Notwithstanding the Verdict ("JNOV"), and (2) motion to reduce punitive damages award. Also before the Court are Plaintiffs motions: (3) for new trial *nisi additur*; and (4) to confirm the jury's verdict for punitive damages.

For the reasons set forth below, Aun's motions for JNOV and to reduce the punitive damages award are DENIED, the Plaintiffs' motion for new trial *nisi additur* is DENIED, and the Plaintiffs' motion to confirm the punitive damages award is GRANTED.

¹ The jury returned a verdict for total actual damages for \$1,087,413.00, which included actual damages against Aun for Breach of Fiduciary Duty in an amount of \$24,563.00, and actual damages against Cliff Rickard for Breach of Loyalty in an amount of \$1,062,850.00. The jury also awarded punitive damages in the amount of \$694,128.00 as against Aun for Breach of Fiduciary Duty.

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This lawsuit arises out of two real estate transactions (hereinafter, the "subject transactions") each closed by the Aun Defendants. The property sold consisted of 117.51 acres of raw land and is referred to below as the Blythewood Property

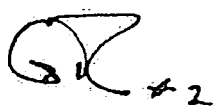
The Verdicts

Trial of this case started on Monday, December 1, 2014, and concluded on December 11, 2014, when the jury returned a verdict in favor of the Plaintiffs as against Aun and Cliff Rickard ("Rickard"). The jury found Defendants Russell & Jeffcoat Real Estate, Inc and Rhonda Jacobs Walsh, did not breach a fiduciary duty to Plaintiffs, and was not negligent in their dealings with Plaintiffs. The jury also found that Rickard, Claude B. Newman ("Newman") and his company, Defendant LH Development, LLC ("LH") were not liable for Civil Conspiracy. The jury found the Aun Defendants liable for a Breach of Fiduciary Duty, and awarded actual and punitive damages. The jury found Rickard liable for breach of his duty of loyalty to his employer, Plaintiff La Casa Real Estate and Investments, LLC ("La Casa"), and awarded actual damages.

The jury returned a verdict for actual or compensatory damages to Plaintiffs in a total amount of \$1,087,413.00. Specifically, the jury awarded damages to Plaintiffs for Aun's Breach of Fiduciary Duty in the amount of \$24,563.00, and as against Rickard for Breach of Loyalty in an amount of \$1,062,850.00. The jury also awarded punitive damages against the Aun Defendants in an amount of \$694,128.00.

Evidence Presented at Trial

As a part of their case-in-chief, Plaintiffs called the following witnesses: (1) expert witness, Mark S. Sharpe, Esquire; (2) La Casa employee, Amanda Baird; (3) Plaintiff Bobby Slate ("Slate"). As a part of the Defenses' case-in-chief, the following witnesses testified: (1) real

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estate appraiser, Philip Urso; (2) Defendant Andrew A. Aun (3) expert witness, Claire T. Manning, Esquire; (4) expert witness, Michael W. Tighe, Esquire; (5) Defendant Claude B. Newman; and (6) Defendant Rhonda Jacobs Walsh.

Plaintiffs called attorney Mark S. Sharpe ("Sharpe"), as an expert witness in the areas of commercial real estate transactions and professional responsibility. Sharpe testified Aun breached the applicable standard of care during his handling of the subject transactions. Specifically, the evidence established that Aun failed to properly communicate with his clients so as to provide Plaintiffs with sufficient information to participate intelligently in the decisions concerning the scope of Aun's representation. Specifically, Sharpe testified that Aun failed to make the necessary disclosures of relevant information to Slate so as to allow Slate to make an informed decision as to whether or not to proceed with the subject transactions. Moreover, related to the failure to disclose relevant information about the matters, Sharpe testified Aun also failed to clear a concurrent conflict of interest as provided for by the S.C. Rules of Professional Conduct ("RPC"), Rule 407, SCACR. Relying on his expertise as an attorney, applicable case law, and the RPC, Mr. Sharpe opined that Aun's conduct fell below and breached the applicable standard of care, and that he breached his fiduciary duties owed to Plaintiffs.

Sharpe testified that several "red flags" necessitated communications between Aun and Slate. Mr. Sharpe's testimony focused on the fact that on January 12, 2006, Aun closed a real estate transaction on the subject Blythewood Property for a purchase price of \$810,000.00. On January 17, 2006, Aun again closed a second real estate transaction on the same Blythewood Property for a purchase price of \$1,504,128.00.³ Sharpe testified that as the attorney for both transactions, Aun owed fiduciary duties which required the prompt disclosure of the concurrent

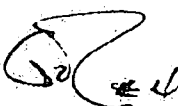
³ The difference in purchase price, \$694,128.00, is the amount awarded as punitive damages against Aun.

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conflict of interest and the discrepancy in purchase price. In Sharpe's opinion, Aun breached his fiduciary duty and failed to inform Plaintiffs of conduct that was likely to result in substantial financial injury to Plaintiffs.

In response to Mr. Sharpe's expert opinions, Defendant Aun called two expert witnesses, Claire T. Manning, Esquire, and Michael W. Tighe, Esquire. Both of these individuals testified that in their professional opinions, Aun's conduct complied with the applicable standards of care. As the basis for their opinions, both of these experts for Aun testified that the subject transactions stood alone, that each was independent and "ordinary." According to Aun's experts, there was no concurrent conflict of interest. The jury rejected this position.

Plaintiffs argued and presented evidence showing that the transactions were inter-related from the beginning, including specifically Plaintiffs' Exhibits 22 and 24. Exhibit 22 was a letter dated January 10, 2006, from Defendant Claude B. Newman's Sumter, South Carolina counsel, Thomas E. Player, Jr, Esquire, to Aun stating, *inter alia*, "it is my understanding, that immediately following the purchase, the property is being sold to another entity and the funds from that transaction will be used to fund the purchase." Plaintiffs' Exhibit 24 was a second letter dated January 11, 2006, also from Mr. Player to Aun stating, "I sent you an erroneous message regarding the [Blythewood Property]. I obviously misunderstood Claude regarding the details of this transaction." Plaintiffs' Exhibit 26 showed that immediately after these letters were sent by Mr. Player, Defendant Newman went to The Citizens Bank in Sumter, South Carolina, on January 12, 2006, and obtained an unsecured 60 day loan in an amount of \$301,530.00 to provide the remaining funds for the purchase of the first leg of the subject transactions.



Plaintiffs additionally introduced their Exhibit 25, which consisted of numerous emails dated January 11 and 12, 2006, between Aun's office and their title insurer, Stewart Title. These emails also showed that the subject transactions were to be closed together. For example, Aun's office requested "overlimits approvals" for both transactions in the same emails, and identified the files as "006-0009" and "006-0015." As shown on Plaintiffs' Exhibits 26 and 27, specifically in Section 6 of these respective Settlement Statements, "006-0009" corresponds to the January 12, 2006, sale in the amount of \$810,000.00 for "LM Develop," and "006-0015" corresponds to the January 17, 2006, sale in the amount of \$1,504,128.00 for "LACASA."

Aun testified that when Rickard first presented him with the proposal to handle the subject transactions, sometime before January 6, 2006, that the plan was for Aun to handle both transactions. Therefore, the jury's rejection of Aun's expert witnesses' reliance on the fact that the subject transactions were "ordinary" and stood on their own was amply justified by the evidence, including the exhibits referenced above. The emails in Exhibit 25 also show that Aun was acting on behalf of LH Development and La Casa before either transaction had closed, and should have recognized the need to clear that conflict of interest as required by RPC Rule 1.7.

As their second witness, Plaintiffs called La Casa employee, Amanda Baird ("Baird"), to testify about her experiences, observations, and knowledge of this case. Baird's testimony established that on or about September 9, 2009, she discovered a commercial appraisal prepared by Carter Commercial Appraisal Group, Inc., on or about June 3, 2009 for BB&T. (Plaintiffs Exhibit 44). Under the section titled "Recent History and Ownership," Baird discovered La Casa paid \$694,128.00 more than the property sold for days earlier to LH. In response to this revelation, Baird testified that she then told Slate about this and he contacted Aun by telephone and email on September 10, 2009 (Plaintiff's Exhibit 45).



Baird also testified about the damages sustained by Plaintiffs. For example, Plaintiffs' Exhibit 49 showed salaries paid by La Casa to the following employees after closing on the Blythewood Property on January 17, 2006: Robert Parnell; Clifton G. Rickard; Joseph S. Morrison; Susan Kirkland; and Earl E. Pate. Relying on Exhibit 49, Baird testified some of the above referenced employees remained on La Casa's payroll from 2006 to 2009.

Finally for Plaintiffs, Slate testified that at no time did Aun disclose the true nature or any details of the subject transactions. Slate was never informed of Aun's conflict of interest with Defendant LH. Aun failed to disclose that he provided substantive advice regarding the financial structure of the transactions to Rickard and LH. The jury heard testimony from Aun that a difference in purchase price of \$694,128.00 was immaterial information. Mr. Slate stated that to him, \$694,128.00 was material information. The evidence established that Slate met Aun prior to closing, and that it was clear at that time that Defendant Rickard was La Casa's employee.

During his testimony, Slate explained the nature of the damages and potential damages to which he and his company were exposed. Through the evidence, including Plaintiffs' Exhibit 23, Slate established that he personally guaranteed construction loans in the amount of \$4,073,000.00. Despite the fact that Defendant Aun knew Rickard was La Casa's employee, and therefore knew that Rickard owed La Casa a duty of loyalty, Aun never disclosed this information to Slate.

As a part of the Defendant's case-in-chief, Aun testified about his knowledge and involvement with this matter. Defendant Aun's testimony made clear that at no time did he perceive any "red flags" whatsoever. Moreover, Aun acknowledged that he owed Plaintiffs fiduciary duties, yet he never personally communicated with Bobby G. Slate; never made any

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written disclosures about the nature and details of the subject transactions to Slate; and never disclosed the existence of a conflict of interest.

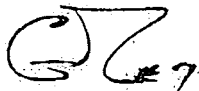
During Defendant Aun's cross examination by Plaintiff, Aun unwittingly acknowledged the existence of a concurrent conflict of interest. Specifically, Aun testified that had he disclosed the nature and details of the subject transactions to Slate, Defendant LH would *be suing him for tortious interference of contract*. On cross-examination, Aun also acknowledged that Slate was his client at least as early as January 6, 2006, and further admitted that he owed Slate a fiduciary duty on or before that date. As shown by Plaintiffs' Exhibit 18, January 6, 2006 was the date Aun's office ordered title work on the Blythewood Property for the subject transactions. As shown by Plaintiff's Exhibit 19, this was even before Rickard has assigned his amount to purchase the property to LH for \$810,000.00.

Defendant Rhonda Jacobs Walsh testified that she had done work with Cliff Rickard before and that, consistent with her deposition testimony, "Cliff was a land acquisition person. So anything that I ever put under contract with him was always assigned to someone else or flipped to someone else. Cliff did not develop property for himself ever." This testimony further corroborated the fact that the subject transactions were never intended to be separate or "ordinary," as alleged by Aun and his experts.

II. Ruling on Aun's Motion for Judgment Notwithstanding the Verdict ("JNOV")

A. Standard of Review

In ruling on a motion for JNOV, the trial judge must view the evidence and all reasonable inferences therefrom in the light most favorable to the non-moving party. JNOV should be granted when only one reasonable inference can be drawn from the evidence and no reasonable



jury could have reached the challenged verdict. The trial judge does not have authority to decide credibility or resolve conflicts in the evidence. *Curcio v. Catemillar, Inc.*, 355 S.C. 316, 585 S.E.2d 272 (2003); *Welch v. Epstein*, 342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000). If the amount of the verdict is so grossly inadequate or excessive that it shocks the conscience of the court and clearly indicates the amount was the result of passion, caprice, prejudice, partiality, corruption, or some other improper motive, the trial judge is required to grant a new trial absolute. *Cock-N-Bull Steak House Inc. v. Generali Ins. Co.*, 321 S.C. 1, 466 S.E.2d 727 (1996); *Vinson v. Hartley*, 324 S.C. 389, 477 S.E.2d 715 (Ct. App. 1996).

B. Statute of Limitations

Aun contends Plaintiffs' claims are barred because they were not commenced within the applicable statute of limitations. The Court disagrees. There is sufficient evidence that Plaintiffs discovered the facts and circumstances of the injury / harm on September 9, 2009. The testimony of La Casa employee, Amanda Baird, indicated that at the earliest, Slate knew or should have known that a cause of action existed for the undisclosed wrongful conduct on September 9, 2009. This "discovery" date of September 9, 2009 was disclosed by Plaintiffs at the very first hearing in this case on November 7, 2011, before The Honorable James R. Barber, III, and despite extensive discovery, Defendants were not able to identify any other date upon which Slate should have discovered these claims after reasonable inquiry.

The Defendants argue that Aun did not conceal or hide relevant facts from Plaintiffs. However, the jury heard testimony from Defendant Aun that he never communicated with Mr. Slate about the nature and details of the subject transaction. Moreover, the jury heard testimony from Aun on cross examination that had he disclosed the details of the subject transactions he



would be "getting sued by Claude for tortious interference of contract." Accordingly, September 9, 2009 is the date on which Plaintiffs' causes of action accrued, and Plaintiffs filed suit within three years of this date. For the reasons stated above, Defendant's motion for JNOV on grounds of statute of limitations is hereby DENIED.

C. Proximate Cause

Aun contends the evidence is insufficient to support the jury's finding that Defendant Aun breached a fiduciary duty, and that said breach proximately caused Plaintiffs' damages. The Court disagrees. There is sufficient evidence that Aun recklessly disregarded his fiduciary duties and obligations owed to Plaintiffs.

The Court instructed the jury that in order to prove proximate causation in a breach of fiduciary duty case, the jury must find that the injury would not have occurred "but for" the Defendant's breach of fiduciary duty. Such evidence was not lacking in this case.

The jury heard expert testimony that the applicable standards of care, as well as the RPC require communication with the client about material information. Plaintiffs' expert witness, Mark Sharpe, testified that a concurrent conflict of interest existed during the handling of the subject transactions. Moreover, during cross-examination, Defendant Aun acknowledged the existence of the concurrent conflict of interest. The undisputed evidence at trial established that Aun breached his fiduciary duties by failing to make reasonable inquiry into the propriety of Rickard's conduct; by repeatedly failing to disclose material information to Plaintiffs; and by failing to deal in good faith. Defendant Aun knew Plaintiffs intended to pay \$694,128.00 more than their employee, and Defendant Aun's other client LH, previously paid, yet Defendant Aun

remained silent. Accordingly, the Court finds sufficient evidence exists to raise a genuine issue of material fact for the jury regarding "but-for" causation.

The question of proximate cause is one of fact for the jury and the trial judge's sole function regarding the issue is to inquire whether particular conclusions are the only reasonable inferences that can be drawn from the evidence. *See Clark v. Ross*, 284 S.C. 543, 328 S.E.2d 91 (Ct. App. 1985). *See also Childers v. Gas Lines, Inc.*, 248 S.C. 316, 149 S.E.2d 761 (1966) (questions of proximate cause are normally within province of jury); *Hill v. York County Sheriff's Dep't*, 313 S.C. 303, 437 S.E.2d 179 (Ct. App. 1993) (proximate cause is ordinarily question of fact for jury). The particular facts and circumstances of each case determine whether the question of proximate cause should be decided by the court or by the jury. *Newton v. South Carolina Pub. Rys. Comm'n*, 312 S.C. 107, 439 S.E.2d 285 (Ct. App. 1993) (holding only in rare or exceptional cases may the issue of proximate cause be decided as a matter of law). This case is neither rare nor exceptional, and the issue of proximate cause was properly submitted for the jury's determination. Aun's argument that Plaintiffs did not sustain an injury as a proximate result of his breach of his fiduciary duties is not persuasive.

For the reasons stated above, Defendant's request for JNOV on the basis that Plaintiffs did not sustain any injury as a proximate result of Defendant Aun's alleged breach of fiduciary duty is hereby DENIED.

D. Actual, Imputed or Constructive Knowledge

Defendant Aun contends that Plaintiffs' claims fail because Aun fully informed Plaintiffs' duly appointed and/or apparent agents of all material facts concerning the transactions at issue. The Court disagrees. Aun testified that he owed fiduciary duties not only to Plaintiff La

Casa, but also to Plaintiff Bobby G. Slate, individually. Plaintiff's Exhibit 30, a letter dated January 19, 2006, from Aun to Branch Banking and Trust Company ("BB&T"), states, "[w]e have acted as counsel to La Casa Real Estate and Investment, LLC, ... and Bobby Slate (individually "Guarantor" and collectively the "Guarantors"), in connection with that certain loan [and/or line of credit] in the principal amount of \$4,073,000.00 (the "Loan") from [BB&T]."

Defendant Aun contends that despite never having communicated with Bobby Slate about the transaction, Slate was apprised of all relevant information regarding the subject transactions. Such an argument is without merit and creates a genuine issue of material fact that was properly submitted for the jury's consideration. Here, Aun continues to maintain that because Rickard, who was undeniably in a position of self-interest, knew about the subject transactions and that because Rickard was employed by La Casa, that all knowledge of Rickard is, as a matter of law, imputed to Slate and La Casa. This position ignores long standing case law recognizing both a self-interest and a fraud exception to imputed knowledge from an agent to his or her principal. *See e.g., Crystal Ice of Columbia, Inc. v. First Colonial Corp.*, 257 S.E.2d 496 (1979) (holding, "[a]n equally well-recognized exception to this general rule exists in situations where the agent is acting fraudulently against his principal or for any other reason has an interest in concealing his acquired knowledge from his principal.>").

The jury was charged on imputed knowledge and exceptions as requested by the parties and its verdict shows that they found the exceptions to imputing Rickard's knowledge to Plaintiffs applied. The evidence supports such a finding based upon Rickard's self-interest and his fraudulent conduct giving rise to, inter alia, the Breach of Loyalty verdict against him.



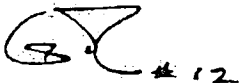
For the reasons stated above, Defendant's request for JNOV is hereby DENIED because there is more than one reasonable inference that can be drawn from the evidence and the province of the jury shall not be invaded so as to disturb their verdict.

E. Dismissal of Breach of Fiduciary Duty

Aun contends the Court erred by failing to dismiss Plaintiffs' claim for breach of fiduciary duty. The Defense contends that a claim for breach of fiduciary duty is duplicative of the legal malpractice claim and/or negligence claim asserted by way of Plaintiff's Third Amended Complaint. The court disagrees. As the jury verdict form makes clear, the only cause of action submitted to the jury was Plaintiffs' claim for breach of fiduciary duty. All other causes of action were voluntarily withdrawn by Plaintiffs, leaving only their claim for breach of fiduciary duty. Accordingly, Defendant's reliance upon *RFT Mgmt. Co. v. Tinsley & Adams, LLP*, 399 S.C. 322, 336, 732 S.E.2d 166, 173 (2012), and its progeny, is misplaced. For the reasons stated above, Aun's motion for JNOV on grounds that the Breach of Fiduciary Duty claim should have been dismissed is hereby DENIED.

F. Comparative Fault

Defendants contend that Plaintiffs' claim for breach of fiduciary duty was subject to the defense of comparative fault, and Plaintiffs were more than 50% at fault, thus barring recovery. The court disagrees. There is sufficient evidence in the record to support a jury verdict for Plaintiffs. Moreover, Defendants rely upon the case of *Berberich v. Jack*, 392 S.C. 278; 709 S.E.2d 607 (2001) to support their argument that claims for breach of fiduciary duty are subject to the defense of comparative fault. *Berberich* is distinguished from this case, as it stands for the proposition that all forms of conduct amounting to negligence, including ordinary negligence,



gross negligence, and reckless, willful, or wanton conduct, might be compared to and offset by any conduct that fell short of conduct intended to cause injury or damage. *Id.* at 293. Plaintiffs only submitted their claim for breach of fiduciary duty to the jury. Accordingly, Defendant's reliance upon *Berberich* is misplaced. For the reasons stated above, Defendant's motion for JNOV on grounds of comparative fault in a Breach of Fiduciary Duty claim is hereby DENIED.

G. Willful and Wanton Conduct

Aun next argues there was insufficient evidence to support the jury's finding that its conduct was willful, wanton, or reckless, and that the jury's award of punitive damages should therefore be vacated. The record, however, contains ample evidence to support the jury's determination that Aun's conduct showed a reckless disregard for the rights of Plaintiffs, specifically with respect to the applicability of RPC Rules 1.2, 1.4 and 1.7 and, therefore, warranted punitive damages.

Plaintiffs' evidence established that Aun knew that he owed a fiduciary duty towards Plaintiffs. The evidence at trial established that Aun knew that Rickard, Plaintiff La Casa's Director of Development, was also *de facto* business partners with Aun's soon-to-be current client, Defendants Newman and LH, after Rickard assigned his \$810,000.00 contract to LH on January 7, 2006. (Plaintiffs' Exhibit 19).⁴ The evidence established that despite the existence of a concurrent conflict of interest, Aun failed to take the steps necessary to disclose the conflict so as to protect the best interests of his clients. Defendant Aun either knew, or ignored the obvious, that Rickard's conduct amounted to self-dealing; a breach of his duty of loyalty. The evidence established that Aun breached his fiduciary duties by failing to make reasonable inquiry into the

⁴ Plaintiffs' Exhibit 20 shows La Casa did not execute a contract with LH for \$1,504,128.00 until January 10, 2006.

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propriety of Rickard's conduct and by repeatedly failing to disclose material information to Plaintiffs. The evidence further established that Aun knew about the assignment from Defendant Rickard to Defendant LH, and that Aun knew Plaintiffs intended to pay \$694,128.00 more than their employee previously paid. Aun admitted during his testimony that he did not obtain Slate's "informed consent" as required by the RPC despite the existence of the concurrent conflict of interest.

Plaintiffs presented sufficient evidence to establish that the magnitude of the risk was significant and the potential damage to Plaintiffs was substantial. Through the evidence, Plaintiffs established the potential damages to Plaintiffs were at a minimum the amount of \$4,073,000.00. Aun admitted that he never reviewed the Loan Terms Sheet (Plaintiff's Exhibit 23), yet he proceeded to close the transactions despite the significant risks to his client. For example, as shown on Plaintiff's Exhibit 23, BB&T required "[d]ocumentation of proper zoning, plat approvals, and permits," none of which were in place. Aun testified that he did not know if he even reviewed Exhibit 23 prior to the subject transactions closing, and further that those terms from BB&T were not relevant.

Aun also testified he relied on BB&T's due diligence of these terms. Evidence at trial established that Urso's appraisal "assumed" approximately \$4,400,000.00 in revenue to La Casa via lot sales by July 1, 2007, (Defendant Aun's Exhibit 3). Specifically, Urso's appraisal, which included some "extraordinary assumptions," assumed that lot sales would occur beginning July 1, 2006, at the rate of 20 lots per quarter at a minimum price of \$55,000.00 per lot (20 * \$55,000.00 = \$4,400,000.00). However, lot sales during this time period provided practically impossible because a "bonded plat," did not issue until sometime in July of 2007 (Plaintiff's Exhibit 37). Further, testimony established not one single lot sale ever occurred to generate any



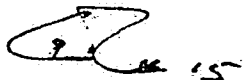
revenue while Plaintiffs owned the Blythewood Property from 2006 to 2009. Finally, as shown by Plaintiffs' Exhibit 53, Rickard had already established the sales price of the Blythewood Property at \$12,800.00 per acre on or about October 4, 2005, even before Mr. Urso was retained to perform the appraisal.

For the reasons stated above, sufficient evidence exists to support the jury's finding that Aun's conduct was willful, wanton, or in reckless disregard of Plaintiff's rights and that his conduct rose to the level of culpability necessary for the imposition of punitive damages. Therefore, Defendant's request for JNOV as to the verdict for punitive damages is hereby DENIED.

II. New Trial Nisi Additur

The Plaintiff contends the Court should grant a new trial *nisi additur* so as to increase the jury award of \$24,563.00 for damages to Plaintiffs resulting from Aun's breach of fiduciary duty. While the Court finds that granting a new trial *nisi additur* may be appropriate in this case, and that such a decision is within the Court's discretion, the Plaintiff's motion is respectfully DENIED for the following reasons.

The consideration of a motion for a new trial *nisi additur* requires the court to consider the adequacy of the verdict in light of the evidence presented. *Vinson v. Hartley*, 324 S.C. 389, 477 S.E.2d 715 (1996). A trial court is vested with a very limited power to correct a jury verdict which is defective in form, but which in substance clearly and definitively expresses the jury's intentions. *Id.* The trial court may amend a verdict in matters of form, but not of substance. *Id.* A judge cannot, under the guise of amending the verdict, invade the province of the jury or



substitute his verdict for theirs. *Id.* After the amendment, the verdict must be not what the judge thinks it ought to have been, but what the jury intended it to be. *Id.*

Under South Carolina law, the trial judge alone has the power to grant a new trial *nisi* when he finds the amount of the verdict to be merely inadequate or excessive. *McCourt by and through McCourt v. Abernathy*, 318 S.C. 301, 457 S.E.2d 603 (1995); *O'Neal v. Bowles*, 310 S.C. 483, 431 S.E.2d 555 (1993). Compelling reasons, however, must be given to justify invading the jury's province in this manner. *Bailey v. Peacock*, 318 S.C. 13, 455 S.E.2d 690 (1995); *Pelican Bldg. Ctrs. v. Dutton*, 311 S.C. 56, 427 S.E.2d 673 (1993). The practice of using *additur* is said to be in the interest of sound administration of justice, since it avoids the necessity of a new trial with its accompanying expense and delay. 58 Am. Jur. 2d *New Trial* § 584 (1989); *Waring v. Johnson*, 341 S.C. 248, 258, 533 S.E.2d 906, 911, 2000 S.C. App. LEXIS 97, 14 (S.C. Ct. App. 2000).

Given the specific nature of the jury's punitive damage award, and the fact that the punitive award is clearly based upon the evidence, this court finds no compelling reasons to disturb the jury's province and modify their verdict in any manner whatsoever. In the present case the court finds that to invade the province of the jury and change their verdict, regardless of the manner or method, would amount to a change of substance. This jury deliberated for the better part of two days, and their verdict is specific and supported by the evidence. For the reasons stated above the court denies the Plaintiff's motion for a new trial *nisi additur*.

III. Punitive Damages

"[P]unitive damages serve at least three important purposes: punishment of the Defendant's reckless, willful, wanton, or malicious conduct; deterrence of similar future conduct by the Defendant or others; and compensation for the reckless or willful invasion of the

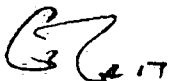
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plaintiff's private rights." *Clark v. Cantrell*, 339 S.C. 369, 379, 529 S.E.2d 528, 533 (2000). Those purposes are served by an award of punitive damages in this case, and the evidence at trial, which included numerous exhibits related to the closing of the subject transactions, was more than sufficient to establish the Plaintiffs' rights to punitive damages by clear and convincing evidence.⁵

Although reviewable for compliance with due process, *James v. Horace Mann Ins. Co.*, 371 S.C. 187, 194, 638 S.E.2d 667, 670 (2006), a jury's punitive damages award is "entitled to a strong presumption of validity." *TXO Production Com. v. Alliance Res. Corn.*, 509 U.S. 443, 453 (1993). In *Mitchell v. Fortis Ins. Co.*, 385 S.C. 570, 686 S.E.2d 176 (2009), the South Carolina Supreme Court set forth three guideposts to be applied in conducting a post-judgment review of a punitive damages award: "(1) the degree of reprehensibility of the Defendant's misconduct; (2) the disparity between the actual and potential harm suffered by the plaintiff and the amount of the punitive damages award; and (3) the difference between the punitive damages awarded by the jury and the civil penalties authorized or imposed in comparable cases." See also *Austin v. Stokes-Craven Holding Com.*, 387 S.C. 22,691 S.E.2d 135, 150-151 (2010). These guideposts incorporate the relevant factors set forth in *Gamble v. Stevenson*, 305 S.C. 104, 406 S.E.2d 350 (1991), and *BMW of North America v. Gore*, 517 U.S. 559 (1996). See *Mitchell*, 385 S.C. at 587. The jury was properly charged on these factors, and their findings by clear and convincing evidence, of Aun's reckless conduct is firmly anchored in the record.

A. Reprehensibility

⁵ S.C. Code § 15-33-135 requires the right to punitive damages to be established by clear and convincing evidence.



Reprehensibility is the most important consideration, *Mitchell*, 385 S.C. at 587, for the simple reason that some things are worse than others. A number of factors are relevant to reprehensibility, including whether: “(i) the harm caused was physical as opposed to economic; (ii) the tortious conduct evinced an indifference to or a reckless disregard for the health or safety of others; (iii) the target of the conduct had financial vulnerability; (iv) the conduct involved repeated actions or was an isolated incident; and (v) the harm was the result of intentional malice, trickery, or deceit, rather than mere accident.” *Id.*

At the motions hearing on January 15, 2015, Aun through his counsel continued to argue that his conduct was not reprehensible as all he did was the same thing that Plaintiff Slate did, namely, “he trusted Rickard.” The jury rejected this argument, as evidenced by their verdict. This is a case involving a breach of fiduciary duty; the highest duty under our law. The punitive damages award is reasonable because Defendant’s conduct was especially egregious. As the evidence established, Plaintiffs retained the law firm of Aun & McKay, P.A. for the purpose of representing their interests in the subject transactions. As explained in detail above, Aun admitted to his fiduciary duty to Slate even before Rickard assigned the \$810,000.00 contract to LH, and the resultant existence of a concurrent conflict of interest during his cross-examination. He knew of the difference in purchase price, and knew that Rickard and LH stood to gain a significant sum of money through the transaction. Aun testified that before the closings on the subject transactions, he asked Rickard about an assignment fee, and Rickard responded that he would “work that out” with Claude. It could be no surprise to Aun to later learn that Rickard made off with \$289,428.00 of the \$694,128.00 in profit to LH. (Plaintiff’s Exhibit 29).

Moreover, Aun’s testimony demonstrated a reckless indifference towards Plaintiffs business endeavors, as well as to Slate’s personal financial security, and also a preference to the

GR #10

rights of his other client, LH. Aun's conduct accordingly exposed Slate, personally, as the sole guarantor on the \$4,073,000.00 loan, to significant financial harm. Rather than protecting the best interests of his client, Aun's conduct prevented Slate from knowing the true nature and intent of a rotten employee. The evidence is sufficient for the jury to find that Aun's conduct deprived Plaintiffs of the opportunity to make a fully informed decision about the subject transaction. The evidence established that Aun never so much as glanced at the BB&T term sheet entered as Plaintiff's Exhibit 23. The jury could reasonably infer that had Aun reviewed the terms from BB&T, he would've known that his client, Slate, personally guaranteed a loan in the amount of \$4,073,000.00, and should've advised Slate, for example, of the lack of *permits, plat approvals, or zoning*. Accordingly, sufficient evidence exists to support a determination that Aun's acts and/or omissions rendered Plaintiffs financially vulnerable. The fact that the nature of the wrong here was a non-disclosure by an attorney that indisputably owed a fiduciary duty, by necessity, put Plaintiffs in a "financially vulnerable" position, first because they significantly overpaid for the Blythewood Property, and further, because they were left with no reason to believe that Rickard was anything less than a loyal employee.

Plaintiffs submitted sufficient evidence to support the jury's finding that Aun repeatedly acted with reckless indifference towards the rights of Plaintiffs; the jury reasonably determined this was not an isolated incident. Aun's conduct evidenced a reckless indifference towards the RPC, specifically Rule 1.4, entitled "Communication," and Rule 1.7, regarding "Conflicts of Interest: Current Clients," and to a lesser degree, Rule 1.2: entitled "Scope of Representation and Allocation of Authority Between Client and Lawyer."

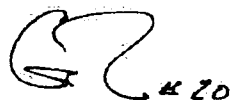
In light of RPC Rule 1.4, Aun's conduct was egregious. RPC Rule 1.4 required Aun to disclose the difference in the sales price of the property on January 12, 2006, of \$810,000.00,

A handwritten signature in black ink, followed by the date "1.19".

and five days later on January 17, 2006, of \$1,504,128.00. The evidence supports a finding that Aun also breached his fiduciary duty by failing to disclose this dramatic price increase. The jury also rejected Aun's contention that \$694,128.00 was immaterial and, therefore, did not need to be disclosed to Slate or La Casa. The jury rightly rejected this position. The evidence established that after January 17, 2006, Aun became Plaintiffs primary legal counsel for real estate matters in South Carolina. From 2006 until 2009, Aun & McKay, P.A. billed Plaintiffs more than \$200,000.00 in attorney's fees, and at no time did Aun or anyone in his office disclose the true nature of the subject transactions. Aun's testimony proved to the jury that he intended to obtain Slate as an institutional client,⁶ and despite doing that, Aun never made the disclosure of the true nature of the Blythewood flips to Slate, or that Rickard and Newman profited in an amount of \$694,128.00. Thus, the jury had sufficient evidence to determine this was not an isolated incident, but a pattern of reckless conduct, and that such conduct was reprehensible.

With respect to RPC Rule 1.7, Aun contends that a conflict of interest did not exist because the representation of one client (La Casa and / or Bobby Slate) was not directly adverse to another client, LH, and / or there was not a significant risk that the representation of one or more clients would be materially limited by his responsibilities to another client, a former client or a third person or by a personal interest of the lawyer. *See* RPC 1.7(a)(1)-(2). The testimony of expert witness Mark Sharpe, as well as the testimony of Defendant Aun, provided sufficient evidence to find that "there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer." *See* RPC 1.7(a)(2).

⁶ Aun's counsel argued to the jury in their "Opening Statement" and throughout the trial that obtaining Bobby Slate as a client of the Aun & McKay, P.A. law firm was considered by Aun to be the "pinnacle achievement," of his career.

Handwritten signature and initials, possibly "GZ" or "GZ 20", in black ink.

The RPC, as well as the applicable standard of care, required Aun to provide adequate disclosure to Plaintiffs about the existence of the concurrent conflict of interest, and the material increase in the sales price. As the evidence established, Aun never directly communicated with Plaintiff Slate before closing the subject transactions, after being advised on the need to close them by Rickard. During trial, Aun argued that his communications with La Casa's employees and / or agents was sufficient for purposes of disclosing the nature of the conflict. Specifically, Aun argued that all knowledge of Rickard (as agent) was imputed to Slate and La Casa (as principals). Recognizing that no real disclosure was made, throughout the case, Aun maintained that he made the appropriate disclosures via title commitments. This was a remarkable position considering the \$810,000.00 sales price to LH was nowhere disclosed in any of the title commitments, and likely one of the reasons why the jury rejected Aun's "justifications" for why he did not follow the RPC with respect to Plaintiffs. The jury's verdict indicates Aun's positions were unpersuasive, and that they considered his conduct reprehensible.

Aun attempted to persuade the jury that he and his firm had limited the representation of Plaintiffs under RPC Rule 1.2 by virtue of their standard form Multiple Representation Disclosure (Plaintiffs Exhibits 59 and 61). However, as shown at trial, RPC Rule 1.2 requires the attorney seeking to limit the scope of the representation to provide written disclosure and to obtain "informed consent" of the Plaintiffs. Aun acknowledged he neither asked for nor obtained any such limitation on the scope of his services from Slate prior to handling the subject transactions. This is the type of reprehensible conduct which supports the jury's punitive award, namely distinct violations of RPC Rules 1.4 and 1.7, and then an unpersuasive attempt to explain that his representation was "limited," without following the rule, Rule 1.2, providing for limited representation.

In summary, the evidence at trial showed either a lack of knowledge of the RPC, or knowledge of the RPC, and a reckless disregard for same as relates to Plaintiffs. Certainly, the jury could have considered Aun's failure to honor his fiduciary duties to Slate, as the sole guarantor of a \$4,073,000.00 loan (Plaintiffs' Exhibits 23 and 30), as reprehensible conduct.

Pursuant to *Mitchell*, the Court must analyze whether or not the "harm was the result of intentional malice, trickery, or deceit, rather than mere accident." Aun denied that he had anything to do with trickery or deceit, however, the evidence is undisputed that Aun relied upon Rickard to make the required disclosures to Slate and further that Rickard was clearly in the position to benefit by not making the disclosures. The RPC provide no exception for disclosure through an employee. This case is a perfect example of why the RPC require such disclosures to be "in writing," and signed by the client. As a licensed attorney, Aun is charged with knowledge of the RPC and also to know of the need to disclose a self-dealing employee to his client. There can be no doubt but that Rickard was involved in trickery, deceit, and self-dealing, and he was the known agent of Slate, therefore, the evidence also supports this factor in favor of Plaintiffs.

The court in *State Farm Mut. Auto. Ins. Co. v. Campbell*, 538 U.S. 408, 123 S. Ct. 1513 (2003) did not establish a bright line test to review punitive awards, nor has any court established rigid benchmarks that a punitive damages award may not surpass. In fact, case law supports the position that a single digit ratio may be exceeded if the conduct exhibited by a defendant is particularly reprehensible. For example, in *Evergreen West Business Center, LLC v. Emmert*, 254 Or. App. 361, 384 (2012), the Oregon Court of Appeals reinstated a jury award of punitive damages 600,000 times compensatory damages. *Id.* (holding, "[i]n cases in which parties have

CS 22

suffered significant financial harm from the acts of disloyal agents; juries often have awarded—and courts have approved—large punitive damages awards.”⁷

In *Evergreen*, the verdict and damages awards were supported by evidence that defendant, an LLC member, made a calculated decision to breach his fiduciary duties to the LLC in order to profit at its expense. *Id.* The Defendant in *Evergreen* breached his fiduciary duties by dealing behind the backs of the other LLC members to acquire real property, specifically by non-disclosure when he had a duty of disclosure. The court in *Evergreen* held the most important indicator of reasonableness of a punitive damages award is the reprehensibility of the defendant's conduct. *Id.* Accordingly, the court affirmed an award that exceeded a single-digit multiplier in a breach of fiduciary duty case based upon nominal damages because of the reprehensibility of the conduct.

Moreover, in *Atkinson v. Orkin Exterminating Co., Inc.*, 361 S.C. 156, 604 S.E.2d 385 (2004), the South Carolina Supreme Court specifically noted that, in certain cases, the ratios discussed in *Campbell* and *Gore* could be exceeded. *Id.* at 171, 604 S.E.2d at 393. For example, in *Atkinson*, the Court cited Judge Richard Posner's opinion in *Mathias v. Accor Econ. Lodging, Inc.*, 347 F.3d 672 (7th Cir. 2003), in which a brother and sister were given a room that the hotel knew to be infested by bedbugs. *Atkinson*, 361 S.C. at 171, 604 S.E.2d at 393. In fact, the entire hotel was infested, but management refused to pay an exterminator to treat the building. *Mathias* at 674. The jury awarded each plaintiff \$5,000 in actual damages and \$186,000 in punitive damages. *Id.* Observing that the Campbell ratio guidance was not overly rigid and that the hotel's conduct was especially egregious, the Seventh Circuit upheld the award. *Id.* at 678.

⁷ On appeal to the Oregon Supreme Court, the Court reinstated the constructive trust award and, as a result of that decision on the election of remedies issue, vacated the punitive damages award. *Evergreen West Business Center, LLC v. Emmeri*, 354 Or. 790, 794, 323 P.3d 250, 253 (2014).

This case involved the type of extreme behavior contemplated by *Atkinson*, therefore the Court concludes that the imposition of punitive damages was appropriate.

B. Ratio

The evaluation of the ratio requires consideration of the likelihood that the award will deter the defendant from like conduct; whether the award is reasonably related to the harm likely to result from such conduct; and the defendant's ability to pay. As to the first consideration, an award of punitive damages will deter Defendant Andrew A. Aun and Aun & McKay P.A., from engaging in similar conduct in the future. Deterrence has long been an important consideration in the imposition of punitive damages. See *Hollis v. Stonington Dev., LLC*, 394 S.C. 383, 400, 714 S.E.2d 904, 913 (Ct. App. 2011).

In *Hollis*, the court emphasized the importance of focusing on the specific deterrent effect on the party against whom the award is imposed, and not simply on the general effect the award will have on others similarly situated. Sufficient evidence exists to support the jury's intent of deterring Aun because his testimony revealed a lack of internal office policies and procedures designed to provide reasonable assurance that non-lawyers in the office act in a manner compatible with the lawyers' professional obligations. See Rule 407, SCACR, Rule 5.3. Aun testified that he relied heavily upon paralegals and other non-lawyer staff to process real estate closings. Aun testified that his staff compiled the closing documents into a "closing packet," which Aun used to close transactions. Aun testified his staff decided whether documents and information were material and important enough for his review. Of the documents deemed unimportant and immaterial was the BB&T Loan Term Sheet (Plaintiff's Exhibit 23); a document that named Slatc as the sole personal guarantor of the \$4,073,000 loan. An award of



punitive damages against Defendant Aun is capable of deterring the specific type of conduct exhibited by his office during the subject transactions.

The punitive award is reasonably related to the harm likely to result from Aun's conduct. In fact, the punitive award is the difference between \$1,504,128.00 and \$810,000.00; the difference in price between the flip transactions. The jury's award is not arbitrary, and establishes a clear nexus between the harm caused and the award imposed. In reviewing the ratio guideposts, the Court need not always compare the punitive damages award to the actual damages awarded, and in certain cases the court can compare the award to the potential harm suffered by the plaintiff.

In *TXO Production Corp. v. Alliance Resources Corp.*, 509 U.S. 443 (1993), the U.S. Supreme Court stated that it is appropriate to consider the magnitude of the potential harm that the defendant's conduct would have caused to its intended victim if the wrongful plan had succeeded, as well as the possible harm to other victims that might have resulted if similar future behavior were not deterred. The evidence supports the jury's determination that Aun's conduct exposed Plaintiffs to a great deal of harm. Aun also failed to disclose the nature and details of the subject transactions, because as Aun stated, "Claude would be suing me for tortious interference with contract right now." The jury's award is not arbitrary, and it punishes Aun in an amount that equates to the exact difference in sales price, namely \$694,128.00, which is less than the overall compensatory damages award and is also a fraction of the amount of the loan guaranty provided solely by Slate for \$4,073,000.00.

This case involves additional circumstances that support a higher ratio. In *Hundley v. Rite Aid of South Carolina, Inc.*, 339 S.C. 285, 317, 529 S.E.2d 45, 62, 2000 S.C. App. LEXIS 34,

612-25

50-51 (S.C. Ct. App. 2000) the punitive damage award to the Hundleys was \$1,000,000 dollars, which was more than 200 times the actual damage award of \$20,000. But as has been acknowledged, "indeed, low awards of compensatory damages may properly support a higher ratio than high compensatory awards." *Gore*, 517 U.S. at 582.

The evidence at trial was sufficient for the jury to determine that Plaintiffs' potential harm was at least \$694,128.00. Moreover, Slate's testimony and the exhibits established that only he personally guaranteed a \$4,073,000.00 loan, relying on Rickard and Aun. The jury also had more than sufficient information to determine Slate's potential loss was \$4,073,000.00; that Aun's conduct was egregious under the circumstances, and that a punitive award of \$694,128.00 was reasonable. Thus, a proper ratio of punitive damages to potential harm requires a comparison of the \$694,128.00 in punitive damages to the amounts recited above, and not blind application of the compensatory damages award as against Aun to the punitive award as against Aun.

As set forth above, for example in *TXO* and *Mitchell*, the case law provides for a comparison of potential harm to punitive damages, and not merely a comparison of actual damages to punitive damages in a vacuum. Still further, the Breach of Loyalty award as against Rickard in an amount of \$1,062,850.00 necessarily includes damages that accrued after the closing of the subject transactions. Specifically, Rickard's wages as shown by Plaintiffs' Exhibit 13, which commenced on October 1, 2005, included a gross salary of \$10,000.00 per month and a \$300.00 car allowance. Accordingly, as of January 17, 2006, Rickard's accumulated salary could not have been greater than \$41,200.00 ($4 * \$10,300.00 = \$41,200.00$). Therefore, these damages as awarded against Rickard could not have accrued but for Aun's failure to fulfill his fiduciary obligations of disclosure to Slate and La Casa.

In the present case, the jury concluded that under the circumstances a higher ratio is appropriate. First, the evidence proves that non-economic injury to the Plaintiffs was hard to determine or quantify. Second, as in *TXO*, the amount of punitive damages awarded is reflective of the potential harm in this case and in future cases involving similar conduct. The possibility that Aun's conduct could have resulted significant personal financial loss was very real, as is the potential for such a devastating loss to other victims if similar conduct were not deterred. Accordingly, the ratio of the actual damage award to the punitive damage award, when considered in light of the potential harm, is not grossly excessive such as to offend due process.

The jury's verdict is reasonable and this case does not involve a shocking disparity between the punitive award and the compensatory award or the potential harm to the Plaintiffs by the conduct at issue. The Court charged the jury on damages, and specifically instructed the jury to only award damages incurred out of the "Blythewood Transaction." Accordingly, the jury returned a verdict in Plaintiffs' favor for \$1,087,413.00 in actual damages. The jury also awarded punitive damages in an amount of \$694,128.00 against Aun.

C. Difference in Punitive Award and Civil Penalties

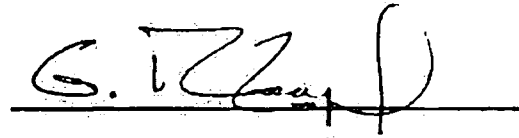
At the hearing on these motions, counsel for the both Plaintiffs and the Aun Defendants conceded that this third category is not likely applicable in this case. This is at least in part due to the fact that lawyers in the United States are generally regulated by the various state bar associations or court systems, and those regulatory authorities do not levy civil penalties, but instead rely upon civil remedies, including restitution and legal claims in the civil justice system.

Based on the above, I HEREBY ORDER judgment be entered in favor of Plaintiff consistent with the jury's verdict, and further rule specifically on the motions as follows:

 27

- (1) Defendant Aun's motion for JNOV is DENIED;
- (2) Defendant Aun's motion to reduce the punitive damages award is DENIED;
- (3) Plaintiff's motion for new trial *nisi additur* is DENIED; and
- (4) Plaintiff's motion to confirm the punitive damages award is GRANTED.

IT IS SO ORDERED.



The Honorable G. Thomas Cooper, Jr.
Presiding Judge, 11th Judicial Circuit

MARCH 5, 2015
COLUMBIA, South Carolina

FILED
2015 MAR -5 P 4:47
CLERK OF COURT

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

JUDGMENT IN A CIVIL CASE

La Casa

CASE NO. 12 CP-1038/3658
Aun

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for.: Plaintiff Defendant

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. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRPC; Rule 41(a) SCRPC 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;
- 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 Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

INFORMATION FOR THE JUDGMENT 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

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the 23rd day of March, 2015 and a copy mailed first class, placed in the appropriate attorney's box or emailed to all parties on this 23rd day of March, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

Wes Few

ATTORNEY(S) FOR THE PLAINTIFF(S)

Breon Walker, Franklin Smith, M. Darnes Cooke
ATTORNEY(S) FOR THE DEFENDANT(S)

Beth Carrigg Imh
CLERK OF COURT

Exhibit B

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)
)
)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
CASE NOS.: 2012-CP-32-01038 AND 03658
(consolidated cases)

LA CASA REAL ESTATE AND)
INVESTMENTS, LLC and BOBBY)
SLATE,)
)

Plaintiffs,

vs.

ANDREW A. AUN, AUN & McKAY, PA,)
CLIFTON RICKARD, LH)
DEVELOPMENT, LLC, CLAUDE)
NEWMAN, RUSSELL & JEFFCOAT)
REAL ESTATE, INC. and RHONDA)
JACOBS WALSH,)
)

Defendants.

FILED
ZIM DEC 11 P 2:59
STH A. DARRIG
CLERK OF COURT
LEXINGTON SC

RECEIVED
APR 28 2015
SC Court of Appeals

CLAIM 1. BREACH OF FIDUCIARY DUTY

AGAINST DEFENDANTS ANDREW A. AUN, AND AUN & MCKAY, P.A.

1. Do you find, consistent with the Judge's instructions, that Plaintiff La Casa Real Estate and Investments, LLC ("La Casa") or Plaintiff Bobby Slate ("Slate") has proven by a preponderance of the evidence that Defendants Andrew A. Aun ("Aun") or Aun & McKay, P.A. ("Aun & McKay"), breached a fiduciary duty owed to Plaintiffs?

YES: ✓ NO: _____

If your answer to Question 1 was NO, then stop, do not answer Questions 2 through 4.

2. Do you find, consistent with the Judge's instructions, that La Casa or Bobby Slate are entitled to damages as a result of Defendants Aun or Aun & McKay's breach of a fiduciary duty owed to Plaintiffs?

YES: ✓

NO: _____

If your answer to Question 2 was NO, then stop, do not answer Questions 3, or 4.

If your answer to Question 2 was YES, you must award some amount of damages in response to Question 3.

3. We, the Jury, consistent with the Judge's instructions, award damages to La Casa and Bobby Slate for Aun or Aun & McKay's breach of fiduciary duty in an amount of:

\$ 24,563⁰⁰

4. We, the Jury, consistent with the Judge's instructions, find by clear and convincing evidence that La Casa and Bobby Slate are entitled to punitive damages against Aun or Aun & McKay in an amount of:

\$ 694,128⁰⁰

CLAIM 2. BREACH OF FIDUCIARY DUTY

AGAINST DEFENDANTS RHONDA JACOBS WALSH AND RUSSELL &

JEFFCOAT REAL ESTATE, INC.

5. Do you find, consistent with the Judge's instructions, that Plaintiff La Casa or Plaintiff Bobby Slate has proven by a preponderance of the evidence that Defendants Rhonda Jacobs Walsh ("Walsh") or Defendant Russell & Jeffcoat Real Estate, Inc. ("Russell & Jeffcoat") breached a fiduciary duty owed to Plaintiffs?

YES: _____

NO: ✓

If your answer to Question 5 was NO, then stop, do not answer Questions 6 through 8.

6. Do you find, consistent with the Judge's instructions, that La Casa or Bobby Slate are entitled to damages as a result of Defendants Walsh or Russell & Jeffcoat's breach of a fiduciary duty owed to Plaintiffs?

YES: _____

NO: _____

If your answer to Question 6 was NO, then stop, do not answer Questions 7 or 8.

If your answer to Question 6 was YES, you must award some amount of damages in response to Question 7.

7. We, the Jury, consistent with the Judge's instructions, award damages to Plaintiffs' for Walsh or Russell & Jeffcoat's breach of fiduciary duty in an amount of:

\$ _____

8. We, the Jury, consistent with the Judge's instructions, find by clear and convincing evidence that Plaintiffs are entitled to punitive damages against Walsh or Russell & Jeffcoat in an amount of:

\$ _____

CLAIM 3. NEGLIGENCE AGAINST DEFENDANTS RHONDA JACOBS

WALSH AND RUSSELL & JEFFCOAT REAL ESTATE, INC.

9. Do you find, consistent with the Judge's instructions, that Plaintiff La Casa or Plaintiff Bobby Slate has proven by a preponderance of the evidence that Defendants Walsh or Russell & Jeffcoat were negligent?

YES: _____

NO: ✓ _____

If your answer to Question 9 was NO, then stop, do not answer Questions 10 through 13.

10. Do you find, consistent with the Judge's instructions, that La Casa or Bobby Slate are entitled to damages as a result of Defendants Walsh or Russell & Jeffcoat's negligence?

YES: _____

NO: _____

If your answer to Question 10 was NO, then stop, do not answer Questions 11 through 12.

If your answer to Question 10 was YES, you must award some amount of damages in response to Question 11.

11. We, the Jury, consistent with the Judge's instructions, award damages to La Casa for Walsh or Russell & Jeffcoat's negligence in an amount of:

\$ _____

12. Taking the combined fault that proximately caused injury to the Plaintiffs as 100%, what percentage of that fault is attributed to the Plaintiffs and what percentage is attributable to the Defendants? The percentages must add up to 100%.

Plaintiffs: _____

Defendant Walsh/Russell & Jeffcoat: _____

Total: _____

13. We, the Jury, consistent with the Judge's instructions, find by clear and convincing evidence that Plaintiffs are entitled to punitive damages against Walsh or Russell & Jeffcoat in an amount of:

\$ _____

~~CLAIM 4. CIVIL CONSPIRACY AGAINST DEFENDANT CLIFF~~

RICKARD

14. Do you find, consistent with the Judge's instructions, that Plaintiff La Casa or Plaintiff Bobby Slate has proven by a preponderance of the evidence that Defendant Cliff Rickard committed the tort of civil conspiracy?

YES: _____

NO: _____

If your answer to Question 14 was NO, then stop; do not answer Questions 15 through 17.

15. Do you find, consistent with the Judge's instructions, that La Casa or Bobby Slate are entitled to special damages as a result of Defendants Cliff Rickard's civil conspiracy?

YES: _____

NO: _____

If your answer to Question 14 was NO, then stop, do not answer Questions 15 or 16.
If your answer to Question 14 was YES, you must award some amount of damages in response to Question 16.

16. We, the Jury, consistent with the Judge's instructions, award special damages to La Casa or Bobby Slate for Defendants Cliff Rickard's civil conspiracy in an amount of:

\$ _____

17. We, the Jury, consistent with the Judge's instructions, find by clear and convincing evidence that La Casa or Bobby Slate is entitled to punitive damages against Defendant Cliff Rickard for civil conspiracy in an amount of:

\$ _____

CLAIM 5. CIVIL CONSPIRACY AGAINST DEFENDANT CLAUDE B. NEWMAN, AND LH DEVELOPMENT

18. Do you find, consistent with the Judge's instructions, that Plaintiff La Casa or Plaintiff Bobby Slate has proven by a preponderance of the evidence that Defendant Claude B. Newman, and / or LH Development committed the tort of civil conspiracy?

YES: _____

NO: _____

If your answer to Question 18 was NO, then stop, do not answer Questions 19 through 21

19. Do you find, consistent with the Judge's instructions, that La Casa or Bobby Slate are entitled to special damages as a result of Defendant Claude B. Newman, and / or LH Development's civil conspiracy?

YES: _____

NO: _____

If your answer to Question 19 was NO, then stop, do not answer Questions 20 or 21.

If your answer to Question 19 was YES, you must award some amount of damages in response to Questions 20.

20. We, the Jury, consistent with the Judge's instructions, award special damages to La Casa or Bobby Slate for Defendant Claude B. Newman, and / or LH Development's civil conspiracy in an amount of:

\$ _____

~~21. We, the Jury, consistent with the Judge's instructions, find that La Casa or Bobby Slate is entitled to punitive damages against Defendant Claude B. Newman, and / or LH Development for their civil conspiracy in an amount of:
\$ _____~~

**CLAIM 6. BREACH OF LOYALTY AGAINST
DEFENDANT CLIFF RICKARD**

22. Do you find, consistent with the Judge's instructions, that Plaintiff La Casa has proven by a preponderance of the evidence that Defendant Cliff Rickard breached his duty of loyalty owed to La Casa as his employer?

YES: _____

NO: _____

If your answer to Question 22 was NO, then stop, do not answer Questions 23 or 24.

23. Do you find, consistent with the Judge's instructions, that Plaintiff La Casa are entitled to damages as a result of Defendant Cliff Rickard's breach of loyalty?

YES: _____

NO: _____

If your answer to Question 23 was NO, then stop, do not answer Questions 24. If your answer to Question 23 was YES, you must award some amount of damages in response to Question 24.

24. We, the Jury, consistent with the Judge's instructions, award damages to La Casa for Defendant Cliff Rickard's breach of loyalty in an amount of:

\$ 1,062,850⁰⁰

Rob F. Blaw
Jury Foreman

December 11, 2014

Lexington, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
CASE NOS.: 2012-CP-32-01038 AND 03658
(consolidated cases)

LA CASA REAL ESTATE AND)
INVESTMENTS, LLC and BOBBY)
SLATE,)

Plaintiffs,)

vs.)

ANDREW A. AUN, AUN & McKAY, PA,)
CLIFTON RICKARD, LH)
DEVELOPMENT, LLC, CLAUDE)
NEWMAN, RUSSELL & JEFFCOAT)
REAL ESTATE, INC. and RHONDA)
JACOBS WALSH,)

Defendants.)

FILED
2014 DEC 11 P 2:59
BETH A. CARRIS
CLERK OF COURT
LEXINGTON SC

**VERDICT FORM B,
REPLACES CLAIMS 4 AND 5**

**CIVIL CONSPIRACY AGAINST DEFENDANTS CLIFTON RICKARD,
CLAUDE NEWMAN AND LH DEVELOPMENT, LLC**

17. Do you find that Defendants LH Development, LLC or Claude Newman conspired with Defendant Clifton Rickard for the primary purpose of injuring the plaintiffs, La Casa and Bobby Slate?

YES: _____ NO: _____

If the answer to Question 17 was YES, then go to the Question 18. If the answer was NO, then stop and do not answer Questions 18 through 20.

18. Do you find that the Defendants' actions referenced in Question 17 caused special damages to the plaintiffs, La Casa or Bobby Slate?

YES: _____ NO: _____

If your answer to Question 17 was NO, then stop and do not answer Questions 19 through 20. If your answer to Question 18 was YES, then answer Questions 19 and 20.

19. We, the Jury, consistent with the Judge's instructions, award special damages to La Casa and Bobby Slate on the civil conspiracy claim against Defendants Clifton Rickard, Claude Newman and LH Development, LLC in the amount of:
\$ _____

20. We, the Jury, consistent with the Judge's instructions, based on clear and convincing evidence award punitive damages to La Casa and Bobby Slate on the civil conspiracy claim against Defendants Clifton Rickard, Claude Newman and LH Development, LLC in the amount of:
\$ _____



JURY FOREMAN

DECEMBER 11, 2014

LEXINGTON, SC

Exhibit C



Lexington County Eleventh Judicial Circuit Public Index



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Switch View

La Casa Real Estate and Investments LLC , plaintiff, et al VS Andrew A Aun , defendant, et al

Case Number:	2012CP3203658	Court Agency:	Common Pleas	Filed Date:	09/07/2012
Case Type:	Common Pleas	Case Sub Type:	Conversion 310	File Type:	Jury
Status:	Judgment	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Ended by Jury Trial	Disposition Date:	12/11/2014	Disposition Judge:	Cooper, G. Thomas Jr.
Original Source Doc:		Original Case #:			
Judgment Number:	2012CP3203658	Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
<input checked="" type="checkbox"/> Aun, Andrew A					Defendant		12/11/2014
<input checked="" type="checkbox"/> Aun, Andrew A (Inactive)	PO Box 3568 Irmo SC 29063				Defendant Attorney		06/26/2014
<input checked="" type="checkbox"/> Aun & McKay PA					Defendant		12/11/2014
<input checked="" type="checkbox"/> Few, Wesley D.	PO Box 11546 Columbia SC 29211				Plaintiff Attorney		12/18/2013
<input checked="" type="checkbox"/> La Casa Real Estate and Investments LLC					Plaintiff		12/11/2014
LH Development LLC					Defendant		09/10/2012
Newman, Claude					Defendant		09/10/2012
<input checked="" type="checkbox"/> Rahn, J. Gail	288 Meeting Street Suite 200 Charleston SC 29401				Defendant Attorney		02/15/2013
Rickard, Clifton					Defendant		12/11/2014
<input checked="" type="checkbox"/> Ries, Richard Donald (Inactive)	PO Box 7153 712 Richland Street, Suite E Columbia SC 29202 7153				Mediator - Secondary		05/08/2013
<input checked="" type="checkbox"/> Russell & Jeffcoat Real Estate Inc					Defendant		09/10/2012
Slate, Bobby					Plaintiff		12/11/2014
<input checked="" type="checkbox"/> Sweeny, William O. III (Inactive)	PO Box 12129 Columbia SC 29211				Mediator - Primary		05/08/2013
<input checked="" type="checkbox"/> Walker, Breon C. M.	PO Box 7368 Columbia SC 29202				Defendant Attorney		02/15/2013
<input checked="" type="checkbox"/> Walsh, Rhonda Jacobs					Defendant		09/10/2012

Judgments

For:	La Casa Real Estate and Investments LLC	Against:	Aun, Andrew A	Judg. Amount:	\$718,691.00	Judgment Date:	12/11/2014
Description:	Judgment/Judgment	Disposition:		Disp. Date:		Date Entered/Last Changed	12/11/2014 --
Notes:	None						

Judgment Details

Claims Code	Detail Desc.			Detail Amount	Detail Date
None					
For:	La Casa Real Estate and Investments LLC	Against:	Aun & McKay PA	Judg. Amount: \$718,691.00	Judgment Date: 12/11/2014
Description:	Judgment/Judgment	Disposition:		Disp. Date:	Date Entered/Last Changed: 12/11/2014 --
Notes:	None				

Judgment Details

Claims Code	Detail Desc.			Detail Amount	Detail Date
None					
For:	La Casa Real Estate and Investments LLC	Against:	Rickard, Clifton	Judg. Amount: \$1,062,850.00	Judgment Date: 12/11/2014
Description:	Judgment/Judgment	Disposition:		Disp. Date:	Date Entered/Last Changed: 12/11/2014 --
Notes:	None				

Judgment Details

Claims Code	Detail Desc.			Detail Amount	Detail Date
None					
For:	Slate, Bobby	Against:	Aun, Andrew A	Judg. Amount: \$718,691.00	Judgment Date: 12/11/2014
Description:	Judgment/Judgment	Disposition:		Disp. Date:	Date Entered/Last Changed: 12/11/2014 --
Notes:	None				

Judgment Details

Claims Code	Detail Desc.			Detail Amount	Detail Date
None					
For:	Slate, Bobby	Against:	Aun & McKay PA	Judg. Amount: \$718,691.00	Judgment Date: 12/11/2014
Description:	Judgment/Judgment	Disposition:		Disp. Date:	Date Entered/Last Changed: 12/11/2014 --
Notes:	None				

Judgment Details

Claims Code	Detail Desc.			Detail Amount	Detail Date
None					
For:	Aun & McKay PA	Against:	La Casa Real Estate and Investments LLC	Judg. Amount: \$22,534.30	Judgment Date: 12/11/2014
Description:	Judgment/Judgment	Disposition:		Disp. Date:	Date Entered/Last Changed: 12/11/2014 --
Notes:	None				

Judgment Details

Claims Code	Detail Desc.			Detail Amount	Detail Date
None					
For:	Aun & McKay PA	Against:	Slate, Bobby	Judg. Amount: \$22,534.30	Judgment Date: 12/11/2014
Description:	Judgment/Judgment	Disposition:		Disp. Date:	Date Entered/Last Changed: 12/11/2014 --
Notes:	None				

Judgment Details

Claims Code	Detail Desc.			Detail Amount	Detail Date
None					

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents

La Casa Real Estate and Investments LLC	Order on Post Trial Motions	Order		03/09/2015-15:08	
Russell & Jeffcoat Real Estate Inc	Russell and Jeffcoat Motion for Sanctions	Motion		12/23/2014-15:40	01/15/2015-15:40
La Casa Real Estate and Investments LLC	Plaintiffs Motion for a New Trial	Motion		12/22/2014-15:47	01/15/2015-15:47
Aun, Andrew A	Motion for Judgment Notwithstanding Verdict/Reduce Award	Motion		12/22/2014-15:46	01/15/2015-15:46
Slate, Bobby	Judgment/Judgment	Judgment		12/11/2014-15:26	
Aun & McKay PA	Judgment/Judgment	Judgment		12/11/2014-15:26	
Aun & McKay PA	Judgment/Judgment	Judgment		12/11/2014-15:26	
La Casa Real Estate and Investments LLC	Judgment/Judgment	Judgment		12/11/2014-15:26	
Aun & McKay PA	Judgment/Judgment	Judgment		12/11/2014-15:25	
Slate, Bobby	Judgment/Judgment	Judgment		12/11/2014-15:25	
Slate, Bobby	Judgment/Judgment	Judgment		12/11/2014-15:25	
Aun, Andrew A	Judgment/Judgment	Judgment		12/11/2014-15:25	
Aun & McKay PA	Judgment/Judgment	Judgment		12/11/2014-15:24	
La Casa Real Estate and Investments LLC	Judgment/Judgment	Judgment		12/11/2014-15:24	
La Casa Real Estate and Investments LLC	Judgment/Judgment	Judgment		12/11/2014-15:24	
Aun, Andrew A	Judgment/Judgment	Judgment		12/11/2014-15:24	
Rickard, Clifton	Judgment/Judgment	Judgment		12/11/2014-15:24	
La Casa Real Estate and Investments LLC	Judgment/Judgment	Judgment		12/11/2014-15:24	
La Casa Real Estate and Investments LLC	Verdict	Filing		12/11/2014-15:22	12/11/2014-15:22
La Casa Real Estate and Investments LLC	Order for Judgment on Crossclaim	Order		12/11/2014-15:21	12/11/2014-15:21
La Casa Real Estate and Investments LLC	Consent Motion	Motion		12/05/2014-08:42	12/05/2014-08:42
La Casa Real Estate and Investments LLC	Motion/Motion Filing Fee	Motion		12/01/2014-16:31	12/11/2014-16:31
La Casa Real Estate and Investments LLC	Plaintiffs Motion in Limine	Motion		12/01/2014-09:08	12/01/2014-09:08
La Casa Real Estate and Investments LLC	Motion/Motion Filing Fee	Motion		11/19/2014-08:53	12/11/2014-08:53
Few, Wesley D.	Roster/Notice of Case Roster Publication Sent	Action		11/10/2014-10:51	12/11/2014-10:51
Walker, Breon C. M.	Roster/Notice of Case Roster Publication Sent	Action		11/10/2014-10:51	12/11/2014-10:51
Rahn, J. Gail	Roster/Notice of Case Roster Publication Sent	Action		11/10/2014-10:51	12/11/2014-10:51
Rahn, J. Gail	Roster/Notice of	Action		09/19/2014-	12/11/2014-

	Publication Sent				
Aun, Andrew A.	Roster/Notice of Motions Roster Publication Sent	Action		12/18/2013-12:26	12/11/2014-12:26
Few, Wesley D.	Roster/Notice of Motions Roster Publication Sent	Action		12/18/2013-12:26	12/11/2014-12:26
La Casa Real Estate and Investments LLC	Motion/Motion Filing Fee	Motion		10/31/2013-10:42	12/11/2014-10:42
Aun & McKay PA	Motion/Summary Judgment as to Andrew Aun and Aun & McKay	Motion		10/30/2013-00:00	09/09/2014-00:00
La Casa Real Estate and Investments LLC	Order/Consent Order	Order		09/26/2013-00:00	12/11/2014-00:00
La Casa Real Estate and Investments LLC	Motion/Motion Filing Fee	Motion		09/16/2013-13:23	12/11/2014-13:23
La Casa Real Estate and Investments LLC	Letter/Letter/e-mail (Re: Status of ADR)	Filing		08/27/2013-00:00	12/11/2014-00:00
La Casa Real Estate and Investments LLC	ADR/Sanction Letter	Filing		08/15/2013-14:23	03/11/2013-14:23
Few, Wesley D.	Notice of Status Conference Publication Sent	Action		08/09/2013-16:17	12/11/2014-16:17
Aun, Andrew A.	Notice of Status Conference Publication Sent	Action		08/09/2013-16:17	12/11/2014-16:17
Walker, Breon C. M.	Notice of Status Conference Publication Sent	Action		08/09/2013-16:17	12/11/2014-16:17
Rahn, J. Gail	Notice of Status Conference Publication Sent	Action		08/09/2013-16:17	12/11/2014-16:17
La Casa Real Estate and Investments LLC	CP Status Conference	Motion		08/07/2013-15:39	08/20/2013-15:39
Aun, Andrew A	Motion/Motion Filing Fee	Motion		07/25/2013-13:08	12/11/2014-13:08
Aun, Andrew A	Motion/Compel	Motion		07/25/2013-00:00	08/05/2013-00:00
Few, Wesley D.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Few, Wesley D.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Few, Wesley D.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Rahn, J. Gail	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Rahn, J. Gail	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Rahn, J. Gail	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Walker, Breon C. M.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Walker, Breon C. M.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45

Walker, Breon C. M.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Aun, Andrew A.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Aun, Andrew A.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Aun, Andrew A.	Roster/Notice of Motions Roster Publication Sent	Action		07/18/2013-16:45	12/11/2014-16:45
Aun, Andrew A.	Motion/Motion Filing Fee	Motion		07/01/2013-14:01	12/11/2014-14:01
Aun, Andrew A.	Motion/Compel	Motion		07/01/2013-00:00	08/05/2013-00:00
Aun, Andrew A.	Motion/Motion Filing Fee	Motion		06/04/2013-09:18	12/11/2014-09:18
Aun, Andrew A.	Motion/Compel	Motion		06/04/2013-00:00	08/05/2013-00:00
Few, Wesley D.	Notice of Status Conference Publication Sent	Action		05/17/2013-12:43	12/11/2014-12:43
Walker, Breon C. M.	Notice of Status Conference Publication Sent	Action		05/17/2013-12:43	12/11/2014-12:43
Rahn, J. Gail	Notice of Status Conference Publication Sent	Action		05/17/2013-12:43	12/11/2014-12:43
Rahn, J. Gail	Notice of Status Conference Publication Sent	Action		05/14/2013-15:39	12/11/2014-15:39
Walker, Breon C. M.	Notice of Status Conference Publication Sent	Action		05/14/2013-15:39	12/11/2014-15:39
Few, Wesley D.	Notice of Status Conference Publication Sent	Action		05/14/2013-15:39	12/11/2014-15:39
La Casa Real Estate and Investments LLC	CP Status Conference	Motion		05/09/2013-14:00	06/05/2013-14:00
La Casa Real Estate and Investments LLC	ADR/Notice of ADR	Filing		05/08/2013-11:01	03/11/2013-11:01
La Casa Real Estate and Investments LLC	Order/Form 4	Order		04/22/2013-00:00	12/11/2014-00:00
Few, Wesley D.	Notice of Motion Roster Publication Sent	Action		03/21/2013-12:34	12/11/2014-12:34
Few, Wesley D.	Notice of Motion Roster Publication Sent	Action		03/21/2013-12:34	12/11/2014-12:34
Walker, Breon C. M.	Notice of Motion Roster Publication Sent	Action		03/21/2013-12:34	12/11/2014-12:34
Walker, Breon C. M.	Notice of Motion Roster Publication Sent	Action		03/21/2013-12:34	12/11/2014-12:34
Rahn, J. Gail	Notice of Motion Roster Publication Sent	Action		03/21/2013-12:34	12/11/2014-12:34
Rahn, J. Gail	Notice of Motion Roster Publication Sent	Action		03/21/2013-12:34	12/11/2014-12:34
Rahn, J. Gail	Notice of Motion Roster Publication Sent	Action		02/15/2013-15:30	12/11/2014-15:30
Rahn, J. Gail	Notice of Motion Roster Publication Sent	Action		02/15/2013-15:30	12/11/2014-15:30
Walker, Breon C. M.	Notice of Motion Roster Publication Sent	Action		02/15/2013-15:30	12/11/2014-15:30
Walker, Breon C. M.	Notice of Motion Roster Publication Sent	Action		02/15/2013-15:30	12/11/2014-15:30
Few, Wesley D.	Notice of Motion Roster	Action		02/15/2013-	12/11/2014-

	Motions Roster Publication Sent			12:57	12:57	
Walker, Breon C. M.	Roster/Notice of Motions Roster Publication Sent	Action		09/19/2014-12:57	12/11/2014-12:57	
Few, Wesley D.	Roster/Notice of Motions Roster Publication Sent	Action		09/19/2014-12:57	12/11/2014-12:57	
La Casa Real Estate and Investments LLC	Memo in Support of Motion for SJ	Filing		08/29/2014-15:41	12/11/2014-15:41	
Aun & McKay PA	Defendants Motion to Compel	Motion		08/25/2014-16:35	09/22/2014-16:35	
Few, Wesley D.	Roster/Notice of Motions Roster Publication Sent	Action		08/20/2014-10:44	12/11/2014-10:44	
Walker, Breon C. M.	Roster/Notice of Motions Roster Publication Sent	Action		08/20/2014-10:44	12/11/2014-10:44	
Rahn, J. Gail	Roster/Notice of Motions Roster Publication Sent	Action		08/20/2014-10:44	12/11/2014-10:44	
Aun, Andrew A.	Notice of Status Conference Publication Sent	Action		06/09/2014-16:00	12/11/2014-16:00	
Walker, Breon C. M.	Notice of Status Conference Publication Sent	Action		06/09/2014-16:00	12/11/2014-16:00	
Rahn, J. Gail	Notice of Status Conference Publication Sent	Action		06/09/2014-16:00	12/11/2014-16:00	
Few, Wesley D.	Notice of Status Conference Publication Sent	Action		06/09/2014-16:00	12/11/2014-16:00	
La Casa Real Estate and Investments LLC	CP Status Conference	Motion		05/27/2014-15:54	07/02/2014-15:54	
Few, Wesley D.	Roster/Notice of Motions Roster Publication Sent	Action		01/16/2014-15:21	12/11/2014-15:21	
Rahn, J. Gail	Roster/Notice of Motions Roster Publication Sent	Action		01/16/2014-15:21	12/11/2014-15:21	
Walker, Breon C. M.	Roster/Notice of Motions Roster Publication Sent	Action		01/16/2014-15:21	12/11/2014-15:21	
Aun, Andrew A.	Roster/Notice of Motions Roster Publication Sent	Action		01/16/2014-15:21	12/11/2014-15:21	
La Casa Real Estate and Investments LLC	Order/Continuance	Order		01/08/2014-00:00	12/11/2014-00:00	
Few, Wesley D.	Roster/Notice of Motions Roster Publication Sent	Action		01/02/2014-16:18	12/11/2014-16:18	
Aun, Andrew A.	Roster/Notice of Motions Roster Publication Sent	Action		01/02/2014-16:18	12/11/2014-16:18	
Walker, Breon C. M.	Roster/Notice of Motions Roster Publication Sent	Action		01/02/2014-16:18	12/11/2014-16:18	
Rahn, J. Gail	Roster/Notice of Motions Roster Publication Sent	Action		01/02/2014-16:18	12/11/2014-16:18	
Rahn, J. Gail	Roster/Notice of Motions Roster Publication Sent	Action		12/18/2013-12:26	12/11/2014-12:26	
Walker, Breon C. M.	Roster/Notice of Motions Roster	Action		12/18/2013-12:26	12/11/2014-12:26	

	Publication Sent			15:30	15:30
Few, Wesley D.	Notice of Motion Roster Publication Sent	Action		02/15/2013-15:30	12/11/2014-15:30
La Casa Real Estate and Investments LLC	Motion/Motion Filing Fee	Motion		01/25/2013-10:15	12/11/2014-10:15
Rahn, J. Gail	Motion/Dismiss	Motion		01/24/2013-00:00	08/05/2013-00:00
La Casa Real Estate and Investments LLC	Motion/Motion Filing Fee	Motion		01/07/2013-14:56	12/11/2014-14:56
La Casa Real Estate and Investments LLC	Motion/Dismiss	Motion		01/07/2013-00:00	06/03/2013-00:00
Walker, Breon C. M.	Answer/Answer	Filing		12/03/2012-00:00	12/11/2014-00:00
La Casa Real Estate and Investments LLC	Service/Affidavit Of Service	Filing		10/23/2012-00:00	12/11/2014-00:00
La Casa Real Estate and Investments LLC	Service/Affidavit Of Service	Filing		10/23/2012-00:00	12/11/2014-00:00
La Casa Real Estate and Investments LLC	Summons & Complaint	Filing		09/07/2012-15:51	12/11/2014-15:51
La Casa Real Estate and Investments LLC	ADR/Alternative Dispute Resolution (Workflow)	Action		09/07/2012-10:54	05/07/2013-10:54

Financials

Summary

Fine/Costs:	\$375.00	Total Paid for fine/costs:	\$375.00	Balance Due:	\$0.00
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Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Civil Filing Fee County 44%/100%	CVFFCN	\$44.00		\$44.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
SCJD Filing Fee Proviso \$50 / \$25	SCJDPV	\$50.00		\$50.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Civil Filing Fee State 56%	CVFFST	\$56.00		\$56.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00

Payments

Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
12/01/2014	179301	jmarshall	PY	\$25.00
11/19/2014	179037	jmarshall	PY	\$25.00
10/31/2013	168936	amarin	PY	\$25.00
09/16/2013	167721	whenson	PY	\$25.00

07/25/2013	166406	ehenderson	PY	\$25.00
07/01/2013	165645	ehenderson	PY	\$25.00
06/04/2013	164855	ehenderson	PY	\$25.00
01/25/2013	160935	amarin	PY	\$25.00
01/07/2013	160514	amarin	PY	\$25.00
09/07/2012	157587	vwhite	PY	\$150.00