

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE DORCHESTER COUNTY

Court of Common Pleas

Perry M. Buckner, Circuit Court Judge

Case No. 2012-CP-18-1647

RECEIVED

MAY 29 2015

SC Court of Appeals

Diane S. Goodstein, Respondent,

v.

Seal-O-Flex, Inc. and Latitude Construction Services, LLC, Defendants,

Of Whom Seal-O-Flex, Inc. is the Appellant.

RECORD ON APPEAL

Suzanne C. Ulmer, Esquire
Kernodle Root + Coleman
P. O. Box 13897
Charleston, SC 29422-3897
(843) 795-7800
Attorney for Appellant

Arnold S. Goodstein, Esquire
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P.O. Box 2350
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(843) 871-1000
Attorney for Respondent

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-18-1647

DIANE S. GOODSTEIN

50-RECORD

SEAL-O-FLEX, INC AND
 LATITUDE CONSTRUCTION SERVICES,

2013 AUG 30 PM 3:45

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: ARNOLD S GOODSTEIN	CLERK OF COURT DORCHESTER COUNTY	Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
		or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41, SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: **ORDER OF DEFAULT AGAINST SEAL-O-FLEX ONLY**

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk: _____

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

0122
 Judge Code

8/26/2013
 Date

For Clerk of Court Office Use Only

This judgment was entered on 8/30/2013, and a copy mailed first class or placed in the appropriate attorney's box on 8/30/2013, to attorneys of record or to parties (when appearing pro se) as follows:

Arnold S. Goodstein PO Box 2350 Summerville, SC
294842350

Karen Marie DeJong 940 Johnnie Dodds Blvd. Ste. 203 Mt.
Pleasant, SC 29464

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Cheryl Graham

Court Reporter

Cheryl Graham - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

COPY

STATE OF SOUTH CAROLINA)
 COUNTY OF DORCHESTER)
 DIANE S. GOODSTEIN)
 Plaintiff,)
 vs.)
 SEAL-O-FLEX, INC. AND)
 LATITUDE CONSTRUCTION)
 SERVICES, LLC.)
 Defendants.)

IN THE COURT OF COMMON PLEAS)
 FOR THE FIRST JUDICIAL CIRCUIT)
 Case Number: 2012-CP-18-1647)
 ORDER GRANTING PLAINTIFF'S)
 MOTION FOR ORDER OF DEFAULT)
 AS TO DEFENDANT)
 SEAL-O-FLEX, INC.)

CERTIFIED COPY
 2013 NOV 21 AM 8:45
 2013 AUG 30 PM 8:49
 F.D-RECORDED
 CLERK OF COURT
 DORCHESTER COUNTY

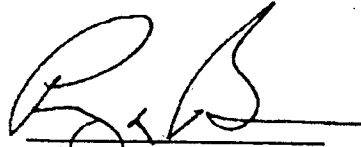
This matter came before The Court upon Plaintiff, Diane S Goodstein's Motion for Order of Default against the Defendant Seal-O-Flex, Inc.

It appears from the Affidavit of Default filed by counsel for the Plaintiff that the Summons and Complaint were properly served upon Defendant Seal-O-Flex, Inc. and that no answer, motion, notice of appearance or other responsive pleading has been filed with the Court or served on Plaintiff by Defendant Seal-O-Flex, Inc. within the time prescribed by law.

It further appears, and the Court so finds that Defendant Seal-O-Flex, Inc. is in Default. The Court further finds that the Plaintiff is therefore entitled to the determination of Default against the Defendant Seal-O-Flex, Inc. Because the damages against this Defendant are not liquidated and consequential and because other damages are alleged as a direct result of the breach and other actions of the Defendant Seal-O-Flex, Inc., a damages hearing against Seal-O-Flex, Inc. shall be set in this matter.

AND IT IS SO ORDERED:

August 26, 2013
 Walterboro, South Carolina


 Judge, First Judicial Circuit
 The Honorable Perry Beckwith
 Judicial Circuit

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012 CP-18-1647

Diane S. Goodstein

Seal-O-Flex, Inc. and Latitutte Construction Services, Inc.

CERTIFIED COPY
 2014 JAN -7 PM 1:12

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: Plaintiff Defendant
 or
 Self-Represented Litigant

CLERK OF COURT
 DORCHESTER COUNTY

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 (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: Based upon the testimony of Plaintiff's witness and applicable law, the Court finds that damages should be awarded for Plaintiff's breach of contract claim in the amount of \$130,000. It is therefore ordered that judgment is entered for Plaintiff against Defendant Seal-O-Flex in the amount of \$130,000.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk:

This order ends the case as to Defendant Seal-O-Flex, Inc. but not as to Latitutte Construction Services, Inc.

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.

pmB

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Diane S. Goodstein	Seal-O-Flex, Inc.	\$ 130,000
		\$
		\$

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.

For Clerk of Court Office Use Only

This judgment was entered on 01-07-2014, and a copy mailed first class or placed in the appropriate attorney's box on 01-07-2014, to attorneys of record or to parties (when appearing pro se) as follows:

Arnold S. Goodstein PO Box 2350 Summerville, SC 29484-2350

Karen Marie DeJong 940 Johnnie Dodds Blvd. Ste. 203 Mt. Pleasant, SC 29464
Seal-O-Flex Inc 2520 Oscar Johnson Drive North Charleston, SC 29405

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Rebecca H. Hill

Cheryl Graham

Court Reporter

Cheryl Graham - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

Diane S. Goodstein,)

Plaintiff)

v.)

Seal-O-Flex, Inc., et. al.,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2012-CP-18-1647

ORDER FOR JUDGMENT

Cheryl...
CLERK OF COURT
DORCHESTER COUNTY

CERTIFIED COPY
2013 DEC 19 AM 11:45

This matter comes before the Court upon a hearing for damages on Plaintiff's claim for breach of contract against Defendant Seal-O-Flex. On August 26, 2013, the Court signed an Order of Default, the effect of which was to make an entry of default against Defendant Seal-O-Flex, Inc. This hearing was subsequently scheduled and held on December 6, 2013 in Dorchester County to determine damages.

#1
PMB

Present at this hearing was Arnold Goodstein on behalf of the Plaintiff. Neither Defendant Seal-O-Flex nor counsel on Defendant Seal-O-Flex's behalf was present. Pursuant to the Affidavit of Service filed by the Plaintiff, on November 22, 2013, Defendant Seal-O-Flex was sent a certified copy of the Order of Default and given notice of the time, place, and date of the hearing.

At the hearing, counsel for the Plaintiff called Matthew J. Halter to testify. Mr. Halter testified that he is a licensed civil engineer, land surveyor, and general contractor; that he was familiar with roofs and roof construction; that he had previously examined the roof at issue in the instant case from both ground and roof levels; that during the course of his examination, he had found a number of places showing moderate to extreme blistering of the sealant on the roof; that the remedial action necessary to repair the roof is the replacement of the entire roof; and that, based on the costs of materials, costs of labor, square footage of the roof, and the unknown leakage damage to the roof, the cost of replacement would be \$130,000.

Based upon the testimony of Plaintiff's witness and the applicable law, the Court finds that damages should be awarded for the Plaintiff's claim for breach of contract in the amount of \$130,000.

IT IS THEREFORE ORDERED that judgment is entered for the Plaintiff against the Defendant Seal-O-Flex in the amount of \$130,000.

AND IT IS SO ORDERED.



Perry M. Buckner
Presiding Judge, Fourteenth Judicial Circuit

Walterboro, South Carolina

December 6, 2013

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 DIANE S. GOODSTEIN,)
)
 Plaintiff,)
)
 v.)
)
 SEAL-O-FLEX, INC. and LATITUDE)
 CONSTRUCTION SERVICES LLC.,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 Civil Action No. 2012-CP-18-1647

ORDER DENYING DEFENDANT SEAL-O-FLEX'S MOTION TO SET ASIDE DEFAULT JUDGMENT
 2014 JUL 31 AM 11:48
 CLERK OF COURT
 DORCHESTER COUNTY
 [Signature]

This matter came before the Court upon Defendant Seal-O-Flex's Motion to Set Aside Default Judgment under South Carolina Rules of Civil Procedure 4(d)(8), 55(c), and 60(b)(4). A hearing on this motion was held on July 9, 2014 in Colleton County. Present at that hearing was Arnold Goodstein on behalf of the Plaintiff and Suzanne Ulmer on behalf of the Defendant Seal-O-Flex. After considering the arguments of counsel, the applicable law, and legal memoranda submitted by the parties, the Court hereby DENIES Defendant Seal-O-Flex's Motion to Set Aside Default Judgment.

#1
 PmB

FACTUAL FINDINGS

Plaintiff's Complaint was filed on July 3, 2012. Service of process was performed by certified mail, restricted delivery signed for by Wanda Gumbs on behalf of Robert K. Kauffmann, the registered agent for Seal-O-Flex. No answer or other responsive pleading was filed by Seal-O-Flex, and this Court entered an order of default against Defendant Seal-O-Flex on August 26, 2013. A damages hearing was scheduled for December 6, 2013. The order of default and notice of damages hearing were served personally on Defendant Seal-O-Flex through its registered agent, Kauffmann

on November 22, 2013. No one appeared on behalf of Defendant Seal-O-Flex at the damages hearing, and, after hearing testimony, this Court entered judgment for the Plaintiff.

Defendant Seal-O-Flex filed the instant motion on January 15, 2014. The issue presented by this motion is whether the Summons and Complaint were properly served on Defendant Seal-O-Flex. It is undisputed that Plaintiff sent the Summons and Complaint via certified mail, with return receipt requested and delivery restricted to Kauffmann, the registered agent of Seal-O-Flex. It is also undisputed that Wanda Gumbs, the receptionist for Seal-O-Flex, signed the return receipt.

LEGAL STANDARD

#2
PMB
Service of process is governed by Rule of Civil Procedure 4. Pursuant to that Rule, a plaintiff may serve a corporation in one of two ways. First, under Rule 4(d)(3), a plaintiff may serve a corporation "by delivering a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process...." S.C.R.C.P. Rule 4(d)(3). Second, under Rule 4(d)(8), a plaintiff may serve a corporation by "registered or certified mail, return receipt requested and delivery restricted to the addressee." S.C.R.C.P. Rule 4(d)(8).

"Service pursuant to [Rule 4(d)(8)] shall not be the basis for the entry of a default or a judgment by default unless the record contains a return receipt showing acceptance by the defendant. Any such default or judgment by default shall be set aside pursuant to Rule 55(c) or 60(b) if the defendant demonstrates to the court that the return receipt was signed by an unauthorized person." S.C.R.C.P. Rule 4(d)(8).

Rule 4 serves at least two purposes: First, it confers personal jurisdiction on the court; and second, it assures the defendant of reasonable notice of the action. *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 456 S.E.2d 897 (1995). Inquiry must be made as to whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and

the defendant has notice of the proceedings. *Id.* "A plaintiff need only show compliance with the rules. When the rules are followed, it is presumed that service was proper." *Roberson v. Southern Finance of South Carolina, Inc.*, 365 S.C. 6, 10, 615 S.E.2d 112, 115 (2005) (internal citations omitted).

Because Plaintiff has demonstrated compliance with the Rules, the burden shifts to Defendant Seal-O-Flex to show that the return receipt was signed by an unauthorized person. For the reasons stated herein, Seal-O-Flex has not carried its burden.

DISCUSSION

Defendant makes several arguments based ^{on} ~~in~~ the authority conferred upon Gumbs by Defendant Seal-O-Flex. Because Gumbs lacked actual, apparent, or implied authority, Defendant Seal-O-Flex argues, the return receipt was signed by an unauthorized person, service of process was improper, and the Court did not obtain personal jurisdiction over Defendant Seal-O-Flex.

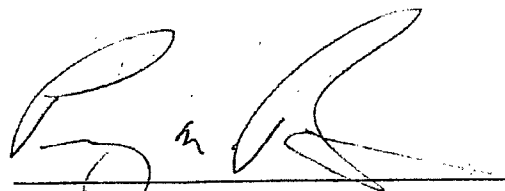
However, the Court is most persuaded by Defendant's admission at the hearing of this motion that Defendant was aware of the pending proceedings and intentionally chose not to respond. Based upon Plaintiff's compliance with Rule 4, SCRPC, and Defendant's admission that it had notice of the action, the Court can find no reason why it should hold that service of process was not proper.

IT IS THEREFORE ORDERED that Defendant Seal-O-Flex's Motion to Set Aside Default Judgment is hereby DENIED.

AND IT IS SO ORDERED:

Walterboro, South Carolina

July 23, 2014


Perry M. Buckner
Presiding Judge, Fourteenth Judicial Circuit

#3

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE NO. 2012-CP-18-1647

Diane S. Goodstein,)
)
Plaintiff,)

v.)

Sealoflex, Inc., and Latitude)
Construction Services, LLC,)
)
Defendants.)

SEALOFLEX, INC.'S MOTION TO SET
ASIDE DEFAULT JUDGMENT

CERTIFIED COPY
2014 JAN 15 PM 2:08
CLERK OF COURT
DORCHESTER COUNTY

Defendant Sealoflex, Inc. hereby moves pursuant to Rules 4(d)(8), 55(c), and 60(b) the South Carolina Rules of Civil Procedure for an order setting aside the default judgment in the above-captioned civil action. The basis for this motion is that, because Sealoflex was not properly served with process, this Court never acquired personal jurisdiction over Sealoflex. Therefore, the default judgment is void and the Court must set it aside. See Rules 4(d)(8) & 60(b)(4), SCRPC.

BACKGROUND

Plaintiff filed her summons and complaint on July 3, 2012. (See Summons, Complaint, and Civil Action Cover Sheet, attached as Exhibit A). On July 10, 2012, Plaintiff's attorney mailed a copy of the summons and complaint to the following address:

SEAL-O-FLEX, INC
C/O REGISTERED AGENT
ROBERT K KAUFFMANN
2516 OSCAR JOHNSON DR
CHARLESTON SC
29405

(See Return Receipt, attached as **Exhibit B**). The documents were sent via certified mail, with return receipt requested and with delivery restricted to the addressee, Mr. Kauffmann. (See Return Receipt).

On July 11, 2012, Wanda Gumbs signed the return receipt. (See Return Receipt; Aff. of Robert Kauffmann, attached as **Exhibit C**, ¶ 9; Aff. of Anne Ellington, attached as **Exhibit D**, ¶ 8; Aff. of Wanda Gumbs, attached as **Exhibit E**, ¶ 10). Ms. Gumbs is the receptionist for Sealoflex. (Kauffman Aff. ¶ 9; Ellington Aff. ¶ 9; Gumbs Aff. ¶ 2). Ms. Gumbs has never been authorized to accept service of process on behalf of Sealoflex. (Kauffman Aff. ¶¶ 10-11; Ellington Aff. ¶¶ 10-11; Gumbs Aff. ¶¶ 6, 13). To the contrary, the only persons authorized to accept service of process for Sealoflex are Mr. Kauffmann, who is Sealoflex's president and registered agent, and Anne Ellington, who is Sealoflex's vice president and general manager. (Kauffman Aff. ¶¶ 2-5; Ellington Aff. ¶¶ 2, 4).

Sealoflex did not respond to the complaint. The Court entered default and then later held a default judgment hearing. (See Default Order, attached as **Exhibit F**). The Court then entered default judgment against Sealoflex in the amount of \$130,000.00. (See Default Judgment and Default Judgment Order, attached as **Exhibit G**).

ARGUMENT

Respectfully, Sealoflex submits that under Rule 4(d)(8), this Court must set aside the default judgment because it did not have personal jurisdiction over Sealoflex and therefore the judgment is void. Further, although not required, Sealoflex has meritorious defenses to Plaintiff's claims and has made this motion without delay.

I. The Court Must Set Aside the Judgment Because an Unauthorized Person Signed the Return Receipt, Making the Judgment Void.

When default judgment is entered against a corporate defendant that the plaintiff attempted to serve by certified mail, the judgment “shall be set aside pursuant to Rule 55(c) or Rule 60(b) if the defendant demonstrates to the court that the return receipt was signed by an unauthorized person.” Rule 4(d)(8), SCRCF (emphasis added). In this case, the affidavits of Mr. Kauffman, Ms. Ellington, and Ms. Gumbs demonstrate that Ms. Gumbs was never authorized to accept service and had no actual or apparent authority to accept service of the pleadings. Accordingly, Ms. Gumbs was an unauthorized person under Rule 4(d)(8), and service was improper.¹

Not every employee of a corporation is an agent of the corporation for the purposes of service of process. See Roberson v. Southern Fin. of S.C., Inc., 365 S.C. 6, 11, 615 S.E.2d 112, 115 (2005) (holding clerical employee was not an agent authorized to accept service of process for the corporation). Instead, “whether an employee may accept service on behalf of a corporation depends on the authority the corporation conferred upon the employee.” Richardson v. P.V., Inc., 383 S.C. 610, 615, 682 S.E.2d 263, 265 (2009).

Actual appointment for the specific purpose of receiving process normally is expected and the mere fact a person may be considered to act as defendant’s agent for some purpose does not necessarily mean that the person has authority to receive process. The courts must look to the circumstances surrounding the relationship and find authority which is either express or implied from the type of relationship between the defendant and the alleged agent. Claims by one to possess authority to receive process or actual acceptance of process by an alleged agent will not necessarily bind the defendant. Rather, there must be evidence the defendant intended to confer such authority.

¹ In addition, Ms. Gumbs is not a person on whom Plaintiff could otherwise have served Sealoflex. In the case of a corporate defendant, Rule 4(d)(3) defines those on whom personal service may be made: “an officer, a managing or general agent, or . . . any other agent authorized by appointment or by law.” Rule 4(d)(3), SCRCF. Ms. Gumbs is not, nor has she ever been, an officer, a managing agent, or a general agent of Sealoflex. (Gumbs Aff. ¶¶ 3-5). Further, Ms. Gumbs has never been appointed to accept service of process for Sealoflex. (Kauffmann Aff. ¶¶ 10-11; Ellington Aff. ¶¶ 10-11; Gumbs Aff. ¶¶ 6, 13).

Moore v. Simpson, 322 S.C. 518, 523, 473 S.E.2d 64, 67 (Ct. App. 1996) (internal citations omitted); see also Graham Law Firm, P.A. v. Makawi, 396 S.C. 290, 295, 297-98, 721 S.E.2d 430, 433, 434 (2012) (applying Moore in a case involving service by certified mail on one defendant's accountant and on hostess employed by other defendant, and holding evidence supported circuit court's finding that defendants established these individuals were "unauthorized person[s]" under Rule 4(d)(8)).

"An agent's authority is composed of his or her actual authority, whether express or implied, together with the apparent authority which the principal by his or her conduct is precluded from denying." Roberson, 365 S.C. at 11, 615 S.E.2d at 115. "[A]ctual authority is expressly conferred upon the agent by the principal." Id. Apparent authority, however, exists "when the principal knowingly permits the agent to exercise authority, or the principal holds the agent out as possessing such authority." Id. (citing Moore v. North Am. Van Lines, 310 S.C. 236, 239, 423 S.E.2d 116, 118 (1992)).

This means that the judgment is void and, therefore, should be set aside. A court may set aside a default judgment in accordance with Rule 60(b), SCRPC. See Rule 55(c), SCRPC. Rule 60(b)(4) provides a court may relieve a party from a judgment if that judgment is void. "A judgment is void if a court acts without personal jurisdiction." BB & T v. Taylor, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006). "A court usually obtains personal jurisdiction by the service of the summons and complaint." Stearns Bank Nat. Ass'n v. Glenwood Falls, LP, 373 S.C. 331, 337, 644 S.E.2d 793, 796 (Ct. App. 2007).

To serve a corporation, a copy of the summons and complaint must be delivered to "an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process," or sent by "registered or certified mail, return receipt requested

and delivery restricted to the addressee.” Rule 4(d)(3) & (8), SCRPC. As discussed above, Plaintiff elected to try to serve Sealoflex using the latter method but failed to do so properly. Accordingly, personal jurisdiction was not established over Sealoflex, meaning the default judgment entered against it is void. Rule 4(d)(8) therefore requires that the judgment “shall be set aside.” (Emphasis added).

II. Sealoflex Has Several Meritorious Defenses to Plaintiff’s Claims

When a judgment is void, the party seeking relief from the judgment need not establish that it has a meritorious defense to the plaintiff’s claims. BB & T, 369 S.C. at 553 n.1, 633 S.E.2d at 503 n.1. To be sure, however, Sealoflex has several meritorious defenses to Plaintiff’s claims.

First, Plaintiff’s improper service of Sealoflex and the lack of personal jurisdiction over Sealoflex are complete defenses and grounds for dismissal. See Rule 12(b)(2) & (5), SCRPC. Sealoflex denies that it has breached any contract or warranty or that it has engaged in unfair trade practices. Further, Sealoflex also contends that its product did not cause the blistering on Plaintiff’s roofs; that the blistering is not the cause of damage to any other elements of Plaintiff’s property; that Sealoflex provided a warranty covering only the product itself, not the installation of the product; and that even if Sealoflex is liable to Plaintiff, the scope and dollar value of its liability is nowhere near what Plaintiff alleges. (Ellington Aff. ¶¶ 15-19). Cf. Williams v. Watkins, 384 S.C. 319, 326, 681 S.E.2d 914, 918 (Ct. App. 2009) (finding defendant contractor’s denial of plaintiff’s allegations and assertion that product manufacturer was the liable entity constituted a meritorious defense).

III. Sealoflex Has Acted Promptly in Filing This Motion

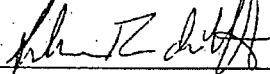
Finally, although a party seeking to set aside a void judgment need not show that it is acting with utmost promptness, BB & T, 369 S.C. at 553 n.1, 633 S.E.2d at 503 n.1, it should bring the motion within a reasonable time. See Rule 60(b), SCRCP (requiring that a motion to be relieved from a judgment be made within a reasonable time). Sealoflex has not at all hesitated in bringing this motion. The Court entered the default judgment on January 7, 2014. (See Default Judgment Order). Sealoflex received written notice of the judgment on January 9, 2014, and it contacted the undersigned the same day regarding this matter. (See Envelope from Clerk of Court, attached as **Exhibit H**). Counsel began preparing the motion the next day. Therefore, there is no question that Sealoflex's motion is timely.

CONCLUSION

For the reasons stated above, Sealoflex asks this Court to issue an order setting aside the default judgment entered against Sealoflex on the basis that the judgment is void.

Respectfully submitted,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

 for OSB

Charles J. Baker III, S.C. Bar No. 486
Andrew R. de Holl, S.C. Bar No. 78630

5 Exchange Street

P.O. Box 999

Charleston, SC 29402

(843) 722-3400

Attorney for Defendant Sealoflex, Inc.

Charleston, South Carolina
January 14, 2014

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

DIANE S. GOODSTEIN

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

CERTIFIED COPY

vs.

2012 JUL -3 PM 3:42

2012-CP - 18- 1647

SEAL-O-FLEX, INC., ET AL.

CLERK OF COURT
DORCHESTER COUNTY

Submitted By: ARNOLD S. GOODSTEIN

Address: P.O. BOX 2350, SUMMERVILLE, SC 29483

SC Bar #: 2211

Telephone #: 843-871-1000

Fax #: 843-873-5319

Other:

E-mail:

CERTIFIED COPY
2014 JAN 15 PM 12:00
DORCHESTER COUNTY
CLERK OF COURT

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

* If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

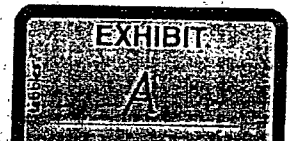
NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input checked="" type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 -CP- _____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Label (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input checked="" type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature:

Date: 7/3/2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.



STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
DIANE S. GOODSTEIN)
)
Plaintiff,)
)
SEAL-O-FLEX, INC. AND)
LATITUDE CONSTRUCTION)
SERVICES, LLC.)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
Case Number: 2012-CP-18- 11647

SUMMONS

CERTIFIED COPY
2012 JUL -3 PM 3:42
Christina Markham
CLERK OF COURT
DORCHESTER COUNTY

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to said Complaint on the subscribed at his office, 208 Sumter Avenue, Summerville, South Carolina, within thirty (30) days after the service hereof: exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

ARNOLD S. GOODSTEIN

GOODSTEIN LAW FIRM, LLC
Post Office Box 2350
Summerville, SC 29484
(843) 871-1000 office
(843) 873-5319 fax
agoodstein@goodsteinfirm.com

DATED: July 3, 2012
Summerville, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT

Case Number: 2012-CP-18- 1647

DIANE S. GOODSTEIN)
)
Plaintiff,)

COMPLAINT

vs.)

SEAL-O-FLEX, INC. AND)
LATITUDE CONSTRUCTION)
SERVICES, LLC)

Defendants.)

CERTIFIED COPY
2012 JUL -3 PM 3:42
Clerk of Court
DORCHESTER COUNTY
Christy M. ...

1. The Plaintiff, Diane S. Goodstein avers as follows:

PARTIES, CAPACITY, AND JURISDICTION

1. Plaintiff is the owner of a house at 208 Sumter Avenue, Summerville, Dorchester County, South Carolina.
2. Defendant Seal-O-Flex, Inc. is a corporation doing business in South Carolina.
3. Defendant Latitude Construction Services, LLC is a Limited Liability Company organized and existing under the laws of the State of South Carolina whose principal place of business is and/or was at the time of these events Dorchester County, South Carolina.
4. The Court has jurisdiction over these parties and this subject matter.

FACTUAL ALLEGATIONS

5. Defendants entered into agreements with plaintiff for the purpose of installing the product Seal-O-Flex on the roofs at the plaintiff's residence including the Main House, Cabana, Cottage, and Garage.
6. In consideration of the contracts, the plaintiff agreed to pay and did pay the consideration of \$25,000 (Twenty five thousand) dollars.
7. Both parties provided plaintiff with written express warranties, warranting both the Seal-O-Flex product and the installation of the product.

8. Almost immediately following the installation of the Seal-O-Flex product the product began to blister over the surfaces of the roofs and the roofs at various locations began to leak.
9. Plaintiff, through her agent, immediately and repeatedly notified defendants of the failures of the roofs.
10. Defendant Seal-O-Flex, Inc. following its review of the roofs informed the Plaintiff on January 27, 2011 the following:
"1. We accept the fact that the repairs have to be done at a time of acceptable weather 2. We work with Scott Blackman and schedule a time in the spring to conduct the repairs 3. We work together to ensure the proper surface preparation and application of the coating for the repair areas."
11. Defendant Seal-O-Flex, Inc. further stated on January 27, 2011 that it was ready and willing to assist with the necessary repairs.
12. Since that time defendants have failed and refused to properly repair all of the roofs in accordance with the contract documents and the express warranties.
13. As a direct result of the conduct of the defendants the plaintiff's roofs have a defective coating and are leaking not only causing damage to the roofs themselves but to the underlying structures of the house. The water intrusion into the structures may also be generating health hazards.
14. The actions of the defendants articulated above have been directly caused and will continue to cause the plaintiff damages, both direct and consequential, in the amount exceeding \$75,000 (Seventy five thousand) dollars.

FOR A FIRST CAUSE OF ACTION (Breach of Contract)

15. The actions of the defendants articulated above constitute a breach of the contracts with Plaintiff : as to the defendant Seal-O-Flex, Inc., the provision of one or more defective products and or instructions and or supervision for the installation of its products; as to Defendant Latitude Construction Services, LLC as to the installation of the Seal-O-Flex product or products
16. As a direct result of the breaches of the defendants the plaintiff has suffered and continues to suffer direct and consequential damages.

FOR A SECOND CAUSE OF ACTION (Breach of express warranties)

17. Plaintiff incorporates into this cause of action the allegations in the paragraphs above as fully as if repeated verbatim herein.

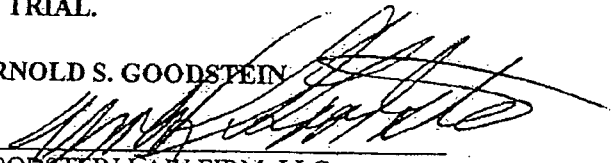
18. Defendant Seal-O-Flex, Inc. expressly warranted its products as free from all defects in its materials that would cause a roof to leak for 10 years from the date of installation.
19. Defendant Latitude Construction Services, LLC warranted the materials and workmanship for one year following completion of installation by express warranty.
20. The failures of the roof in the form of blistering and leaking occurred substantially within the year of express warranty.
21. As a direct result of the breach of the express warranty of Latitude the Plaintiff has suffered and will suffer direct and consequential damages.

FOR A THIRD CAUSE OF ACTION (UNFAIR TRADE PRACTICES)

22. Plaintiff incorporates into this cause of action the allegations in the paragraphs above as they regard Seal-O-Flex, Inc. as fully as if repeated verbatim herein.
23. The Plaintiff and Defendant Seal-O-Flex, Inc. are "persons" within the meaning of S.C. Code Section 39-5-10(a).
24. The Defendant by developing, marketing, and selling the Seal-O-Flex products was and is engaged in commerce within the meaning of S. C. Code Section 39-5-10(b).
25. The Defendant's actions described herein above constitute unfair trade practices within the meaning of S. C. Code Section 39-5-20 (a).
26. The Defendant Seal-O-Flex, Inc. acts are capable of repetition and upon information and belief has occurred in the past.
27. The Defendant Seal-O-Flex, Inc. conduct affects the public interest of South Carolina.
28. The Defendant Seal-O-Flex, Inc. knew or reasonably should have known that its conduct violated the Unfair Trade Practices Act.
29. The Defendant Seal-O-Flex, Inc. conduct, both unfair and potentially deceptive, has directly caused the plaintiff to suffer direct and consequential damages.
30. The Plaintiff is entitled to recover her actual and consequential damages which amount pursuant to statute should be trebled together with her attorney's fees and interest.

WHEREFORE, Plaintiff prays for a judgment against defendants jointly and severally for her actual and consequential damages and as to Seal-O-Flex, Inc., prays those damages be trebled and that she be awarded interest and attorney's fees, and costs additionally against Seal-O-Flex, Inc. and for such other and further relief and this Court may deem appropriate.

PLAINTIFF HEREBY DEMANDS A JURY TRIAL.

ARNOLD S. GOODSTEIN 

GOODSTEIN LAW FIRM, LLC

Post Office Box 2350

Summerville, SC 29484

(843) 871-1000 office

(843) 873-5319 fax

agoodstein@goodsteinfirm.com

Dated: July 3, 2012

Summerville, South Carolina

CERTIFIED COPY
 2014 JAN 15 PM 12:00

Christy Anderson
 CLERK OF COURT
 DORCHESTER COUNTY

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 SEAL-O-FLEX, INC
 70 REGISTERED AGENT
 ROBERT K KAUFFMANN
 2516 OSCAR JOHNSON DR
 CHARLESTON SC
 29405

2. Article Number (Required for service Med)
 7030 3090 0003 00A1 3973

3. Service Type
 Certified Mail
 Registered
 Insured Mail
 Express Mail
 Return Receipt for Merchandise
 O.D.D.

4. Restricted Delivery? (Item Paid) Yes

5. Signature
Alexander & Hinde

6. Received by (Printed Name)
Wendell Gump

7. Date of Delivery
7/10/12

8. Is delivery address different from item 1?
 Yes
 No
 If YES, enter delivery address below:
*2520 OSCAR JOHNSON DR
 NO. CHARL SC 29405*

102500-00-10-1000

RECORDED
 2013 AUG 30 PM 3:49
 CLERK OF COURT
 DORCHESTER COUNTY



US POSTAL SERVICE
 CERTIFIED MAIL RECEIPT
 (Required for Restricted Delivery, Signature Confirmation, Registered Mail, Insured Mail, and Signature Required Mail)

OFFICIAL USE

Postage	\$0.65	0483
Certified Fee	\$2.45	05
Return Receipt Fee (Endorsement Required)	\$2.35	
Restricted Delivery Fee (Endorsement Required)	\$4.55	
Total Postage & Fees	\$10.00	67/10/2012

7030 3090 0003 00A1 3973

102500-00-10-1000

5. Article Addressed to:
 SEAL-O-FLEX, INC
 70 REGISTERED AGENT
 ROBERT K KAUFFMANN
 2516 OSCAR JOHNSON DR
 CHARLESTON SC
 29405

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE NO. 2012-CP-18-1647

Diane S. Goodstein,)
)
Plaintiff,)

**AFFIDAVIT OF ROBERT F.
KAUFFMANN**

v.)

Sealoflex, Inc., and Latitude)
Construction Services, LLC,)
)
Defendants.)

Robert F. Kauffmann
CLERK OF COURT
DORCHESTER COUNTY
2014 JAN 15 PM 12:00
CERTIFIED COPY

Robert Kauffmann, being first duly sworn, deposes and says that:

1. I am over the age of eighteen and am competent to testify to the matters herein.
2. I am the president of Sealoflex, Inc. ("Sealoflex"), and have been president since 1993. As such, I have access to business records and information which pertain to the facts set forth in this Affidavit.
3. I also am the registered agent for Sealoflex and was its registered agent throughout 2012.
4. As president and as registered agent, I am authorized to accept service of process on behalf of Sealoflex.
5. Two people are authorized to accept service of process for Sealoflex: myself, and Anne Ellington, who acts as vice president and general manager of Sealoflex.
6. No other employee, officer, agent, or representative of Sealoflex is authorized to accept service of process on behalf of Sealoflex.



7. I have reviewed a copy of the summons and complaint in this matter. On July 3, 2012, Diane S. Goodstein ("Plaintiff") filed the summons and complaint against Sealoflex and Latitude Construction Services, LLC.

8. I have also reviewed return receipt # 7010 3090 0003 0081 3973. According to the return receipt, on July 11, 2012, Plaintiff attempted to serve a copy of the summons and complaint on Sealoflex by certified mail, return receipt requested. The mail was addressed to me, and it was sent with delivery restricted to the addressee.

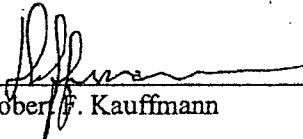
9. I did not sign the return receipt for the envelope containing the summons and complaint. Rather, Wanda Gumbs signed the return receipt. Ms. Gumbs is Sealoflex's receptionist, and she held that position throughout 2012.

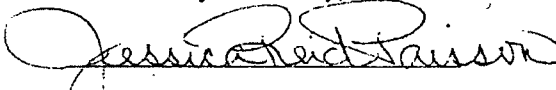
10. No one at Sealoflex authorized Ms. Gumbs to accept service of Plaintiffs' summons and complaint.

11. Ms. Gumbs' work responsibilities do not include accepting service of process. She has never been authorized to accept service of any summonses, complaints, or any other legal papers for Sealoflex.

FURTHER AFFIANT SAYETH NOT.

Subscribed and sworn to before me
this 13th day of January, 2014


Robert F. Kauffmann


Notary Public for State of South Carolina

My commission expires 8.15.23



STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE NO. 2012-CP-18-1647

Diane S. Goodstein,)
)
Plaintiff,)

AFFIDAVIT OF ANNE ELLINGTON

v.)

Sealoflex, Inc., and Latitude)
Construction Services, LLC,)
)
Defendants.)

Cheryl Ellington
CLERK OF COURT
DORCHESTER COUNTY
2014 JAN 15 PM 12:00
CERTIFIED COPY

Anne Ellington, being first duly sworn, deposes and says that:

1. I am over the age of eighteen and am competent to testify to the matters herein.
2. I am vice president and general manager of Sealoflex, Inc. ("Sealoflex"), and I held that position throughout 2012.
3. Robert Kauffmann is Sealoflex's president and registered agent. He held those positions throughout 2012.
4. Two people are authorized to accept service of process for Sealoflex: myself, and Robert Kauffmann. No other employee, officer, agent, or representative of Sealoflex is authorized to accept service of process on behalf of Sealoflex.
5. I have reviewed a copy of the summons and complaint in this matter. On July 3, 2012, Diane S. Goodstein ("Plaintiff") filed the summons and complaint against Sealoflex and Latitude Construction Services, LLC.
6. I have also reviewed return receipt # 7010 3090 0003 0081 3973. According to the return receipt, on July 11, 2012, Plaintiff attempted to serve a copy of the summons and



complaint on Sealoflex by certified mail, return receipt requested. The mail was addressed to Mr. Kauffmann, and it was sent with delivery restricted to the addressee.

7. I am familiar with Mr. Kauffmann's signature. His signature is not on the return receipt.

8. I am also familiar with the signature of Wanda Gumbs. Ms. Gumbs' signature appears on the return receipt.

9. Ms. Gumbs is Sealoflex's receptionist. She held that position throughout 2012.

10. No one at Sealoflex authorized Ms. Gumbs to accept service of Plaintiff's summons and complaint.

11. Ms. Gumbs' work responsibilities do not include accepting service of process. She has never been authorized to accept service of any summonses, complaints, or any other legal papers for Sealoflex.

12. It came to my attention that the summons and complaint had been delivered to Sealoflex's office. I immediately forwarded a copy of those documents to our insurance agent. (See Email dated July 24, 2012, attached as Exhibit 1).

13. The insurance agent never responded to my email and never contacted Sealoflex about the suit.

14. Sealoflex received a copy of the default judgment on January 9, 2014.

15. Plaintiff alleges in her complaint that she and Sealoflex entered into a contract to install a Sealoflex product on the roofs of Plaintiff's buildings. Sealoflex, as a product manufacturer, provided the materials for use on the roofs of Plaintiff's buildings. However, Sealoflex does not generally install roofing products and, in this case, did not contract with Plaintiff to install the materials.

16. Plaintiff also alleges in her complaint that Sealoflex provided an express warranty for both its product and the installation of the product on her roofs. Sealoflex's product does come with an express warranty on the materials themselves, but the warranty does not include installation.

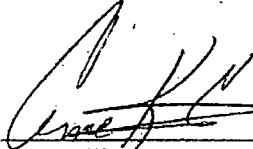
17. Before Plaintiff filed this action, her attorney contacted Sealoflex regarding the problems Plaintiff was experiencing. In response, Sealoflex conducted an investigation of Plaintiff's buildings.

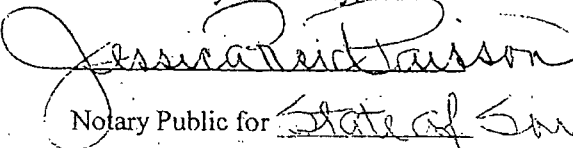
18. The investigation did reveal that a Sealoflex product had been applied to the roofs and that some blistering of the product was occurring. However, Sealoflex initially determined and believes that the cause of the blistering was the substrate to which the product had been applied and that there was no defect with the product causing the blistering. Furthermore, the investigation produced no evidence that the blistering was causing damage to any other components of Plaintiff's buildings.

19. Plaintiff obtained a default judgment for \$130,000.00. Based on Sealoflex's investigation of the buildings, it would cost far less than that to correct the issues of which Plaintiff complains.

FURTHER AFFIANT SAYETH NOT.

Subscribed and sworn to before me
This 14th day of January, 2014


Anne Ellington


Notary Public for State of South Carolina

My commission expires 8.15.23

From: Anne Ellington [mailto:aellington@sealoflex.com]
Sent: Tuesday, July 24, 2012 11:27 AM
To: Mann, Eric
Subject: Goodstein

Hello Eric,

I hope that you are well.

Please see the attached document regarding a case in Summerville, SC. Please review and let me know who my contact will be with the insurance company.

Thank you,
Anne

Sent By:
Anne K. Ellington

Sealoflex, Inc.
Vice President / General Manager
2520 Oscar Johnson Drive
Charleston, SC 29405

843-554-6466
843-554-6458 FAX
www.sealoflex.com



CERTIFIED COPY
2014 JAN 15 PM 12:02
Christina Williams
CLERK OF COURT
DORCHESTER COUNTY

CONFIDENTIALITY NOTICE: This electronic mail transmission has been sent by or on behalf of Sealoflex and is intended exclusively for the individual or entity to which it is addressed. This message may contain information that is proprietary, privileged, confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain copy or disseminate this communication or any part of it. If you have received this communication in error, please delete all copies of this message and notify the sender immediately either by phone (843) 554-6466 or (800) 770-6466 or by reply to this e-mail.
Thank you,
Sealoflex Waterproofing Systems, Inc.

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CASE NO. 2012-CP-18-1647

Diane S. Goodstein,)
)
Plaintiff,)

AFFIDAVIT OF WANDA GUMBS

v.)

Sealoflex, Inc., and Latitude)
Construction Services, LLC,)

Defendants.)

Christy Hester
CLERK OF COURT
DORCHESTER COUNTY
2014 JAN 15 PM 12:00
CERTIFIED COPY

Wanda Gumbs, being first duly sworn, deposes and says that:

1. I am over the age of eighteen and am competent to testify to the matters herein.
2. I am a receptionist at Sealoflex, Inc. ("Sealoflex"), and I held that position throughout 2012.
3. I am not the registered agent for Sealoflex and never have been.
4. I am not an officer of Sealoflex and never have been one. Furthermore, I have never acted as a general agent of Sealoflex.
5. My work responsibilities have never included any managerial activities or responsibilities.
6. My work responsibilities have never included accepting service of process. I have never been appointed, instructed, or allowed to accept service of any summonses, complaints, or any other legal papers for Sealoflex.
7. Part of my job is to take the mail from the letter carrier who delivers mail to Sealoflex's office and distribute it to the addressees in the office.



8. Although I have on occasion signed return receipts on pieces of certified mail, I have never knowingly signed a return receipt for a piece of mail that I believed contained a summons and complaint or any other legal paperwork.

9. I have reviewed return receipt # 7010 3090 0003 0081 3973. According to the return receipt, on July 11, 2012, Plaintiff attempted to serve a copy of the summons and complaint on Sealoflex by certified mail, return receipt requested. The mail was addressed to Mr. Kauffmann, and it was sent with delivery restricted to the addressee.

10. I signed the return receipt. Mr. Kauffmann did not sign it.

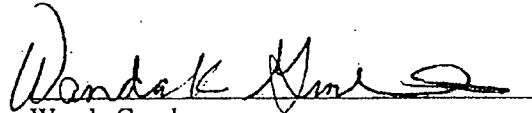
11. When I signed the return receipt, I did not know that I was signing to acknowledge receipt of a summons and complaint against Sealoflex.

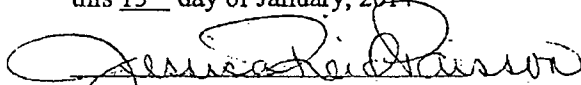
12. Had I known what the envelope contained, I would have contacted Mr. Kauffmann so that he could sign the return receipt.

13. No one at Sealoflex authorized me to accept service of Plaintiff's Summons and Complaint.

FURTHER AFFIANT SAYETH NOT.

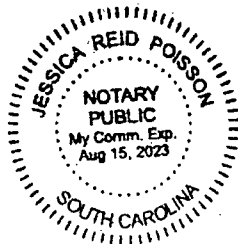
Subscribed and sworn to before me
this 13th day of January, 2014


Wanda Gumbs



Notary Public for State of South Carolina

My commission expires 8.15.23



2

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-18-1647

DIANE S. GOODSTEIN

SEAL-O-FLEX, INC AND
 LATITUDE CONSTRUCTION SERVICES,

PLAINTIFF(S)

2013 AUG 30 PM 3:18

DEFENDANT(S)

Submitted by: **ARNOLD S GOODSTEIN** **CLERK OF COURT DORCHESTER COUNTY** Attorney for : Plaintiff Defendant or Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41 SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):** Affirmed; Reversed; Remanded; Other

NOTE. ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: **ORDER OF DEFAULT AGAINST SEAL-O-FLEX ONLY**

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk :

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.

[Signature]
 Circuit Court Judge

0122
 Judge Code

8/26/2013
 Date

SCRPC Form 4C (12/2011)

Page 1



2013 NOV 21 AM 8:44
 CERTIFIED COPY

2014 JAN 15 PM 12:03
 CERTIFIED COPY

For Clerk of Court Office Use Only

This judgment was entered on 8/30/2013, and a copy mailed first class or placed in the appropriate attorney's box on 8/30/2013, to attorneys of record or to parties (when appearing pro se) as follows:

Arnold S. Goodstein PO Box 2350 Summerville, SC
294842350

Karen Marie DeJong 940 Johnnie Dodds Blvd. Ste. 203 Mt.
Pleasant, SC 29464

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Cheryl Graham

Court Reporter

Cheryl Graham - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

DIANE S. GOODSTEIN)

Plaintiff,)

vs.)

SEAL-O-FLEX, INC. AND)
LATITUDE CONSTRUCTION)
SERVICES, LLC.)

Defendants.)

IN THE COURT OF COMMON PLEAS)
FOR THE FIRST JUDICIAL CIRCUIT)

Case Number: 2012-CP-18-1647

ORDER GRANTING PLAINTIFF'S)
MOTION FOR ORDER OF DEFAULT)
AS TO DEFENDANT)
SEAL-O-FLEX, INC.)

CLERK OF COURT
DORCHESTER COUNTY

CERTIFIED COPY
2013 NOV 21 AM 8:45

CLERK OF COURT
DORCHESTER COUNTY

FD-RECORDED
2013 AUG 30 PM 3:49

This matter came before The Court upon Plaintiff, Diane S Goodstein's Motion for Order of Default against the Defendant Seal-O-Flex, Inc.


It appears from the Affidavit of Default filed by counsel for the Plaintiff that the Summons and Complaint were properly served upon Defendant Seal-O-Flex, Inc. and that no answer, motion, notice of appearance or other responsive pleading has been filed with the Court or served on Plaintiff by Defendant Seal-O-Flex, Inc. within the time prescribed by law.

It further appears, and the Court so finds that Defendant Seal-O-Flex, Inc. is in Default. The Court further finds that the Plaintiff is therefore entitled to the determination of Default against the Defendant Seal-O-Flex, Inc. Because the damages against this Defendant are not liquidated and consequential and because other damages are alleged as a direct result of the breach and other actions of the Defendant Seal-O-Flex, Inc., a damages hearing against Seal-O-Flex, Inc. shall be set in this matter

AND IT IS SO ORDERED:

August 26, 2013

Walterboro, South Carolina



Judge, First Judicial Circuit

The Honorable Barry Becker 14th Judicial Circuit

STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

DIANE S. GOODSTEIN)
Plaintiff,)

vs.)

SEAL-O-FLEX, INC. AND)
LATITUDE CONSTRUCTION)
SERVICES, LLC)
Defendants.)

IN THE COURT OF COMMON PLEAS)
FOR THE FIRST JUDICIAL CIRCUIT)

Case Number: 2012-CP-18-1647

AFFIDAVIT

CERTIFIED COPY
2013 NOV 21 AM 8:45
2013 AUG 30 PM 3:49
CLERK OF COURT
DORCHESTER COUNTY

Personally appeared before me, Arnold S. Goodstein, Attorney for the above named Plaintiff who, being duly sworn deposes and states as follows:

1. I am the Attorney Arnold S. Goodstein representing Diane S. Goodstein in the above captioned matter.
2. As evidence by the return, the Summons and Complaint in this action was served upon Seal-O-Flex, Inc. thru its agent for Service of Processor, Robert K. Kauffmann by mail delivered by restricted delivery on July 11, 2012 as evidence by the execution of the certified mail, restricted delivery receipt 7010-3090-0003-0081-3973 attached hereto.
3. More than 30 days have elapsed since the service of the Summons and Complaint on the defendant Seal-O-Flex, Inc. no reply, answer, notice of appearance, request for extension or responsive pleading has been filed or served by the defendant Seal-O-Flex, Inc. or their counsel within the time prescribed by law.
4. That Defendant Seal-O-Flex, Inc. is in default.

Further affidavit sayeth not.

Sworn to and Subscribed Before Me
the 11th day of June 2013

[Signature]
Arnold S. Goodstein, Esquire

Notary
[Signature]
6-2-2016

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012 CP-18-1647

Diane S. Goodstein

Seal-O-Flex, Inc. and Latitude Construction Services, Inc.

CERTIFIED COPY
 2014 JAN -7 PM 1:12

PLAINTIFF(S)

DEFENDANT(S)

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

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: Based upon the testimony of Plaintiff's witness and applicable law, the Court finds that damages should be awarded for Plaintiff's breach of contract claim in the amount of \$130,000. It is therefore ordered that judgment is entered for Plaintiff against Defendant Seal-O-Flex in the amount of \$130,000.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

This order ends the case as to Defendant Seal-O-Flex, Inc. but not as to Latitude Construction Services, Inc.

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)
<i>PMB</i> Diane S. Goodstein	Seal-O-Flex, Inc.	\$ 130,000
		\$
		\$

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.

SCRPC Form 4C (03/2013)



0122

12/23/2013

Page 1

For Clerk of Court Office Use Only

This judgment was entered on 01-07-2014, and a copy mailed first class or placed in the appropriate attorney's box on 01-07-2014, to attorneys of record or to parties (when appearing pro se) as follows:

Arnold S. Goodstein PO Box 2350 Summerville, SC 29484-2350

Karen Marie DeJong 940 Johnnie Dodds Blvd. Ste. 203 Mt. Pleasant, SC 29464
Seal-O-Flex Inc 2520 Oscar Johnson Drive North Charleston, SC 29405

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Rebecca H. Hill

Cheryl Graham

Court Reporter

Cheryl Graham - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)

COUNTY OF DORCHESTER)

Diane S. Goodstein,)

Plaintiff)

v.)

Seal-O-Flex, Inc., et. al.,)

Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2012-CP-18-1647

ORDER FOR JUDGMENT

CERTIFIED COPY
2014 JAN -7 PM 11:12
CLERK OF COURT
DORCHESTER COUNTY

This matter comes before the Court upon a hearing for damages on Plaintiff's claim for breach of contract against Defendant Seal-O-Flex. On August 26, 2013, the Court signed an Order of Default, the effect of which was to make an entry of default against Defendant Seal-O-Flex, Inc. This hearing was subsequently scheduled and held on December 6, 2013 in Dorchester County to determine damages.

#1
PMB

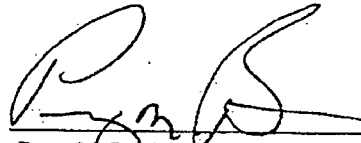
Present at this hearing was Arnold Goodstein on behalf of the Plaintiff. Neither Defendant Seal-O-Flex nor counsel on Defendant Seal-O-Flex's behalf was present. Pursuant to the Affidavit of Service filed by the Plaintiff, on November 22, 2013, Defendant Seal-O-Flex was sent a certified copy of the Order of Default and given notice of the time, place, and date of the hearing.

At the hearing, counsel for the Plaintiff called Matthew J. Halter to testify. Mr. Halter testified that he is a licensed civil engineer, land surveyor, and general contractor; that he was familiar with roofs and roof construction; that he had previously examined the roof at issue in the instant case from both ground and roof levels; that during the course of his examination, he had found a number of places showing moderate to extreme blistering of the sealant on the roof; that the remedial action necessary to repair the roof is the replacement of the entire roof; and that, based on the costs of materials, costs of labor, square footage of the roof, and the unknown leakage damage to the roof, the cost of replacement would be \$130,000.

Based upon the testimony of Plaintiff's witness and the applicable law, the Court finds that damages should be awarded for the Plaintiff's claim for breach of contract in the amount of \$130,000.

IT IS THEREFORE ORDERED that judgment is entered for the Plaintiff against the Defendant Seal-O-Flex in the amount of \$130,000.

AND IT IS SO ORDERED.



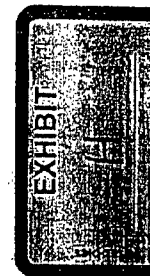
Perry M. Burkner
Presiding Judge, Fourteenth Judicial Circuit

Walterboro, South Carolina

December 6, 2013

CERTIFIED COPY
2014 JAN 15 PM 12:03

Cheryl Graham
CLERK OF COURT
DORCHESTER COUNTY



CHERYL GRAHAM

CLERK OF COURT
DORCHESTER COUNTY
5200 East Jim Bilton Blvd.
St. George, SC 29477

843-563-0120

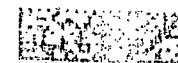
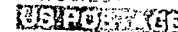
843-832-0120

Haster

FIRST CLASS MAIL

01/08/2014

\$00.46

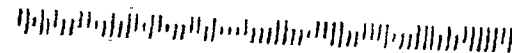


ZIP 29477
01101162900

Seal-O-Flex Inc.
2520 Oscar Johnson Drive
North Charleston, SC 29405

opened by DT 1/9/14

29405+6841



STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER)	CIVIL ACTION NO.: 2013-CP-18-01647
DIANE S. GOODSTEIN,)	
PLAINTIFF,)	
VS.)	MEMORANDUM IN OPPOSITION TO
SEAL-O-FLEX, INC.,)	DEFENDANT SEAL-O-FLEX, INC.'S
DEFENDANT.)	MOTION TO SET ASIDE DEFAULT
)	JUDGMENT

Throughout its presentation to this court regarding this matter the one argument that defendant does not make is that it lacked actual notice of the filing of the summons and complaint, the entry of the default, and the hearing before this court regarding damages. The defendant simply cannot sustain a position that it lacked knowledge of all of these events. It simply comes before this Court for a redo because this Court has entered an appropriate judgment against this defendant. This defendant simply thought it could manufacture a "gotcha" and avoid the consequences of its intentional disregard for this Court and its rules. Not only does Plaintiff request that this Court dismiss the defendant's motion but also grant to her attorney's fees and costs for the defense of this motion.

The basis of the defendant's motion is that although Wanda Gumbs represented to the United States Postal Service that she was the agent for the receipt of certified mail, restricted delivery for Robert Kauffmann, she really wasn't and therefore this Court should reverse its grant of Judgment in Plaintiff's favor. (Ex. 1) It is important to note that the language of SCRC 4(d)(8) does not state as defendant argues that all defendant must show is that Ms. Gumbs was unauthorized to accept service of a summons and complaint which is NOT the correct inquiry. The correct question is whether Ms. Gumbs was someone authorized to receive certified or

registered mail. The correct answer to this question is she was and did accept registered or certified mail. (See rule 4.)

Defendant attempts to depict Ms. Gumbs as a receptionist who failed to have the authority to accept the mailing which she in fact not only accepted on behalf of Mr. Kauffmann but made representations that she had the authority to do so and in fact has accepted legal documents previously and has done so repeatedly in this litigation. It is further fact that although defendant tells this court Ms. Gumbs is a receptionist, it describes her in trade documents as "Customer Service". (Ex. 2).

The core question is whether the Summons and Complaint was properly served by certified mail, restricted delivery upon defendant in compliance with South Carolina Rule of Civil Procedure 4(d)(8). The proper response is absolutely. In allowing service in this format no doubt the drafters had an appreciation for the Federal regulations that surround the mailing of a document through the United States Postal Service certified mail, restricted delivery. A review of these regulations is instructive regarding why such service is inherently reliable.

39 CFR Chapter III Part 3001 Subpart C Appendix A at 946.11 states: "Restricted Delivery Service is a service that provides a means by which a mailer may direct that delivery will be made ONLY to the addressee or to someone authorized by THE ADDRESSEE to receive such mail [emphasis added]. On the face of the return, Ms. Gumbs has executed the return receipt and checked that she is the AGENT for Mr. Kauffmann. (Ex.1) Without her representation, the regulations of the United States Postal Service would not have allowed for the mailing to be left with her. Of course the name Goodstein Law Firm is predominate on the return receipt signed by Ms. Gumbs. If the court allows for the position taken by defendant to be successful, the ability to serve by certified mail, restricted delivery will be vitiated. Just as in this instance it would allow for defendants to shield receipt by addressees by misrepresenting agency relationships to the postal service and then changing their position and denying the

authority to accept the mailing to the Court. Such action would nefariously defeat service by certified mail, restricted delivery.

The United States Postal Service expects individuals to make proper representations regarding their ability to accept mail. In fact it is a criminal offense pursuant to 39 CFR part 233.2 to obstruct or retard the passage of mail. If Ms. Gumbs represented that she was the agent for Mr. Kauffmann as is indicated on the return receipt and now takes a different position it could be argued that she has violated the federal criminal law as it regards the obstruction and passage of mail. Plaintiff does not believe she violated the law; rather Plaintiff submits Ms. Gumbs was in fact an agent for Mr. Kauffmann just as she indicates and properly accepted the mailing as his agent. At a minimum she had the apparent authority to accept the mailing.

Defendant's witnesses are disingenuous regarding whether Ms. Gumbs is someone who accepts written communications from attorneys. In this case Ms. Gumbs accepted a previously mailed certified letter from Plaintiff's counsel. Again, it was completely clear that the correspondence was from the Goodstein Law Firm. Despite the representations of affiant, Ms Gumbs accepted and signed for the certified mailing from the law firm which was then answered by Ms. Ellington. (Ex.3)


In addition, despite being timely served by a process server with the default order and notice of damages hearing, the defendant continued to ignore the litigation and made no appearance at the damages hearing nor move to set aside the default prior to the court entering Judgment. (Ex.4).

Further, this defendant absolutely fails to have a meritorious defense. Attached to this memorandum are emails where this defendant admits its responsibility for the problems with the roof and states it will be responsible for its repair. Defendant simply refused to warrant its work even in the face of its admission. (please see Ex 5).

This defendant has been deleterious in responding to the Court and to the Plaintiff. The prejudice to the Plaintiff is the continued deterioration and worsening of the roof and roof systems and damage to the house.

For the foregoing reasons, the Plaintiff urges this court deny the defendant's motion and grant her attorneys fees and costs.

ARNOLD S. GOODSTEIN



GOODSTEIN LAW FIRM, LLC
Post Office Box 2350
Summerville, SC 29484
(843) 871-1000 office
(843) 873-5319 fax
agoodstein@goodsteinlawfirm.com

Dated: _____, 2014

Summerville, South Carolina

1800 0000 0600 0701

NORTH CHARLESTON, SC 29405
OFFICIAL USE

Postage	\$ 40.65	0483
Certified Fee	\$2.95	05
Return Receipt Fee (Endorsement Required)	\$2.35	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$4.55	
Total Postage & Fees	\$ 110.50	07/10/2012

Sent To:
 SEAL OFLEX, INC. 70 REG AGENT ROBERT K KAUFFMANN
 Street, Apt. No.,
 or PO Box No. 2516 OSCAR JOHNSON DR
 City, State, ZIP+4
 CHARLESTON SC 29405
 PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Wendat Gumb</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Wendat Gumb</i></p> <p>C. Date of Delivery <i>7/11/12</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: <i>2520 OSCAR JOHNSON NO. CHARL SC 29405</i></p>
<p>1. Article Addressed to: SEAL-O-FLEX, INC 70 REGISTERED AGENT ROBERT K KAUFFMANN 2516 OSCAR JOHNSON DR CHARLESTON SC 29405</p>	<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p>
<p>2. Article Number (Transfer from service label) 7010 3090 0003 0081 3973</p>	<p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

UNITED STATES POSTAL SERVICE
 CHARLESTON SC 29405
 JUL 11 2012 PM 2

First-Class Item
 Postage & Fees Paid
 Permit No. 610

• Sender: Please print your name, address, and ZIP+4 in this box •

GOODSTEIN LAW FIRM LLC
 PO Box 2350
 SUMMERVILLE SC
 29484



Ex2

- Customers
 - Our Customers
 - Marketing
 - Sales
 - Recruiting
 - Enterprise
 - Individuals
 - Partners
 - Case Studies
- Products
 - ZoomInfo Pro
 - ZoomInfo Data Services
 - ZoomInfo Community Edition
 - ZoomInfo Connect
 - ZoomInfo API
 - Pricing
- Resources
 - Lead Generation
 - Email Marketing
 - Email Deliverability
 - Marketing ROI
 - Content Marketing
 - ZoomInfo Blog
 - Whitepapers
 - Webinars
- About
 - Our Company
 - Data Sources
 - Leadership
 - News and Press
 - Partners
 - Careers
 - Customer Support
 - Contact Us
- Free Trial
- People
 - Companies

Expand search options

Need more? Try our [Advanced Search \(20+ criteria\)](#) »

Wanda K. Gumbs

[Wrong Wanda K. Gumbs?](#)

Customer Service

Phone: (843) ***-**** HQ Phone

Email: ***@***.com

y3pphQT6-c7ExZncQw0rYA



Share This Profile

Share this profile on Facebook.

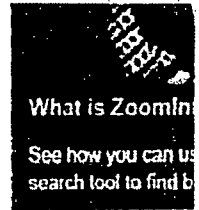
Link to this profile on LinkedIn.

Tweet this profile on Twitter.

from the ~~ZoomInfo Community~~.
Is this you? Claim your profile.

Charleston, South Carolina 29405
United States

EX 2
Company Description: Sealoflex® offers you industry-leading waterproofing systems for virtually any building surface: roofs, walls, decks, below-grade and Green Roof applications. Our... more



Background

Employment History

- Sales Quote

Sealoflex Inc

Other People with this Name (627)

Other People with the name "Gumbs":

Alexis Gumbs

Mobile Homecoming Project

Jessica Gumbs

Premier Commercial RE LLC

Keir Gumbs

Covington & Burling LLP

Violet Gumbs

Cap Juluca

Kevin Gumbs

Seneca College

Other ZoomInfo Searches

Other People with this Title (289,330)

Other Employees at this Company (32)

Accelerate your business with the industry's most comprehensive profiles on business people and companies.

Find business contacts by city, industry and title. Our B2B directory has just-verified and in-depth profiles, plus the market's top tools for searching, targeting and tracking.

Atlanta | Boston | Chicago | Houston | Los Angeles | New York

Browse ZoomInfo's business people directory. Our professional profiles include verified contact information, biography, work history, affiliations and more.

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

Browse ZoomInfo's company directory. Our company profiles include corporate background information, detailed descriptions, and links to comprehensive employee profiles with verified contact information.

US | Canada

PRODUCTS

- ZoomInfo Pro
- ZoomInfo Data Services
- ZoomInfo Community Edition
- ZoomInfo API
- Pricing

<http://www.zoominfo.com/p/Wanda-Gumbs/2002117430>

1/14/14, 9:15 PM
Page 2 of 3

EX3

7008 1140 0001 0815 9087

OFFICIAL USE		
Postage	\$ 01.44	0963
Certified Fee	\$2.35	07
Return Receipt Fee (Endorsement Required)	\$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 5.59	03/17/2011

Sent To
 Bill Young, Tec. Mgr. Applications + Warranties
 Street, Apt. No. or PO Box No. SEALOFLEX, INC 2520 OSCAR JOHNSON DR
 City, State, ZIP+4 CHARLESTON, SC 29405
 PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Wanda</i></p> <p>B. Received by (Printed Name) <i>W. Grunk</i> C. Date of Delivery <i>8/18/11</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p><i>BILL YOUNG TECHNICAL MANAGER APPLICATIONS + WARRANTIES SEALOFLEX, INC 2520 OSCAR JOHNSON DRIVE CHARLESTON, SC 29405</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input checked="" type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number</p> <p>(Transfer from service label) 7008 1140 0001 0815 9087</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004 Domestic Return Receipt 102505-02-M-1549

UNITED STATES POSTAL SERVICE
 CHARLESTON SC 29405
 18 AUG 2011 PM 3:11

• Sender. Please print your name, address, and ZIP+4 in this box •

*GOOSTEIN LAW FIRM LLC
 PO Box 2350
 SUMMERVILLE, SC 29484*

GOODSTEIN LAW FIRM, LLC

POST OFFICE BOX 2350
SUMMERVILLE, SOUTH CAROLINA 29484
Agoodstein@Goodsteinfirm.com

615
COPY

August 16, 2011

Bill Young
Technical Manager
Applications & Warranties
Sealoflex, Inc.
2520 Oscar Johnson Drive
Charleston, S.C. 29405

Scott L Blackmon
Latitude Construction Services LLC.
182 Jupiter Lane
Summerville, S.C. 29483

Re: 208 Sumter Avenue, Summerville S.C.

Gentleman:

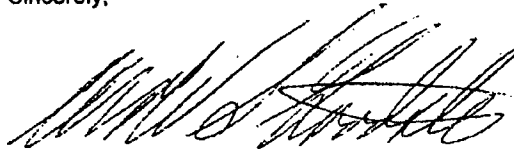
Please be advised that I represent Diane S. Goodstein, the owner of the above referenced residence. As you are both are aware the application of sealoflex on the home has failed. This failure has caused extensive water damage to this home and we are concerned that the water intrusion has caused the growth of mold and affecting the health of the occupants.

This failure of the product and or application has continued too long. Ms. Goodstein has been patient and given you ample opportunity to remedy the situation. As you are aware your efforts have not been successful.

In order to avoid immediate litigation we need to receive a plan for remediation within 15 days.

If you do not intend to remedy this problem I suggest you turn this letter over to your attorney and insurance carrier.

Sincerely,



Arnold S. Goodstein
Goodstein Law Firm LLC.
P.O. Box 2350
Summerville, S.C. 29484

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEA
OF THE FIRST JUDICIAL DISTRICT

EX
EX

DIANE GOODSTEIN
Plaintiff,

CASE NO.: 2012-CP-18-1647

vs.

SEAL-O-FLEX INC. and
LATITUDE CONSTRUCTION LLC.
Defendant(s).

AFFIDAVIT OF SERVICE

CERTIFIED COPY
2013 DEC - 6 AM 9:07
CLERK OF COURT
DORCHESTER COUNTY

PERSONALLY APPEARED BEFORE ME, Patrick Murphy who being duly sworn, deposes and says that he is not a party to these proceedings and has no interest therein; that on the 22nd of November 2013, he served by hand delivery a filed copy of a **CERTIFIED COPY OF THE ORDER OF DEFAULT and NOTICE OF DAMAGES HEARING (DECEMBER 6TH 2013 @ 10:00AM)**, to the defendant Robert F Kauffman-Registered Agent for Seal-O-Flex Inc.- in the above captioned manner.

Service was completed at the following location:

*2520 Oscar Johnson Dr.
Charleston, S.C. 29405
@ 11:26 am*

Sworn & subscribed to before me on
this 20th day of NOV., 2013.

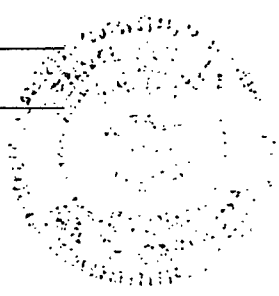
Pennie Forder

Notary Public for South Carolina

My Commission Expires: 2-4-21

Patrick Murphy

Patrick Murphy
Palmetto State Process Services LLC.



EX 5

Print - Close Window

Subject:FW: 208 Sumter
From: Scott Blackmon (latitudeconstruction@sc.rr.com)
To: joeflorencio@yahoo.com;
Date: Fri, 14 Aug 2009 11:24:21

Joe,

Here is the e-mail confirming the warranty.

Thanks

Scott L. Blackmon
Latitude Construction Services, LLC
182 Jupiter Lane
Summerville, SC 29483
843-532-2051

From: Bill Young [mailto:byoung@sealoflex.com]
Sent: Friday, August 14, 2009 10:58 AM
To: Scott Blackmon
Cc: Skip Elliott
Subject: RE: 208 Sumter

Scott,

Please use this email to confirm our approval to warranty this project. Skip showed me the photos and a sample blister. It appears the delaminating is between the original aluminum coating and the metal. Our products are bonding very well to the aluminum coating. Our products will provide a tough coating that will perform well. The blisters are cosmetic issues not functional issues.

If you have any other questions, please call or email.

EX5

From: Bill Young <byoung@sealoflex.com>
To: Joe Florencio <joeflorencio@yahoo.com>
Cc: Patrick Lowe <plowe@sealoflex.com>
Sent: Wednesday, July 13, 2011 9:32 AM
Subject: RE: Goodstein Roof

Joe,

We are going to repair as many blisters as possible, however, that may not be 100%. We are prepared to work with you to make the repairs that are necessary. Please understand, in our industry, a blister is not necessarily a failure (the term you and the Goodstein's have used) We have applied the same product on other metal roofs in an attempt to duplicate the problem, we have not identified any blisters on any of the other test areas.

Even though we continue to believe and identify that something unusual is occurring on your project, we have continued to assist with the repairs. It is our intention to provide a satisfactory final product to you.

Bill Young
Technical Manager
Applications & Warranties
Sealoflex, Inc.
843-554-6466

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM THE DORCHESTER COUNTY
Court of Common Pleas

The Honorable Perry M. Buckner, Circuit Court Judge

Case No. 2012-CP-18-1647

Diane S. Goodstein, Respondent,

v.

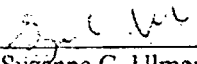
Sealoflex, Inc. and Latitude Construction Services, LLC, Defendants,

Of Whom Sealoflex, Inc. is Appellant.

NOTICE OF APPEAL

Sealoflex, Inc. appeals the Honorable Perry M. Buckner's Order Denying Defendant Sealoflex, Inc.'s Motion to Set Aside Default Judgment dated July 23, 2014, attached as Exhibit A. Appellant received written notice of entry of this Order on August 4, 2014.

September 2, 2014



Suzanne C. Ulmer
Kernodle, Root + Coleman
P. O. Box 13897
Charleston, SC 29422
(843) 795-7800
sulmer@kernodlslaw.com
Attorney for Appellant

Other Counsel of Record:
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P.O. Box 2350
Summerville, SC 29484-2350
(843) 871-1000
agoodstein@godsteinfirm.com
Attorney for Respondent

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SEP 08 2014

SC Court of Appeals

EXHIBIT A

FORM 4

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

JUDGMENT IN A CIVIL CASE
 CASE NUMBER 2012CP1801647

Diane S Goodstein

Seal-O-Flex Inc

Latitude Construction
 Services LLC

Received
 5/14/2014

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: Plaintiff Defendant
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit);
 Rule 43(k), SCRCP (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRCP; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order. (formal order to follow) Statement of Judgment by the Court.

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk: _____

INFORMATION FOR THE 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.

Perry N. Buckner
Circuit Court Judge

2122
Judge Code

7-23-14
Date

For Clerk of Court Office Use Only

This judgment was entered on 7-31-2014, and a copy mailed first class or placed in the appropriate attorney's box on 7-31-2014, to attorneys of record or to parties (when appearing pro se) as follows:

Arnold S. Goodstein PO Box 2350 Summerville, SC 29484-2350

Karen Marie DeJong 940 Johnnie Dodds Blvd. Ste. 203 Mt. Pleasant, SC 29464
Trent M. Kernodle PO Box 13897 James Island, SC 29422-3897

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Cheryl Graham

Court Reporter

Cheryl Graham - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

DIANE S. GOODSTEIN,

Plaintiff,

v.

SEAL-O-FLEX, INC. and LATITUDE
CONSTRUCTION SERVICES LLC.,

Defendants.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2012-CP-18-1647

**ORDER DENYING DEFENDANT
SEAL-O-FLEX'S MOTION TO SET
ASIDE DEFAULT JUDGMENT**

This matter came before the Court upon Defendant Seal-O-Flex's Motion to Set Aside Default Judgment under South Carolina Rules of Civil Procedure 4(d)(8), 55(c), and 60(b)(4). A hearing on this motion was held on July 9, 2014 in Colleton County. Present at that hearing was Arnold Goodstein on behalf of the Plaintiff and Suzanne Ulmer on behalf of the Defendant Seal-O-Flex. After considering the arguments of counsel, the applicable law, and legal memoranda submitted by the parties, the Court hereby DENIES Defendant Seal-O-Flex's Motion to Set Aside Default Judgment.

#1
P. 3

FACTUAL FINDINGS

Plaintiff's Complaint was filed on July 3, 2012. Service of process was performed by certified mail, restricted delivery signed for by Wanda Gumbs on behalf of Robert K. Kauffmann, the registered agent for Seal-O-Flex. No answer or other responsive pleading was filed by Seal-O-Flex, and this Court entered an order of default against Defendant Seal-O-Flex on August 26, 2013. A damages hearing was scheduled for December 6, 2013. The order of default and notice of damages hearing were served personally on Defendant Seal-O-Flex through its registered agent, Kauffmann

RECEIVED

SEP 08 2014

SC Court of Appeals

on November 22, 2013. No one appeared on behalf of Defendant Seal-O-Flex at the damages hearing, and, after hearing testimony, this Court entered judgment for the Plaintiff.

Defendant Seal-O-Flex filed the instant motion on January 15, 2014. The issue presented by this motion is whether the Summons and Complaint were properly served on Defendant Seal-O-Flex. It is undisputed that Plaintiff sent the Summons and Complaint via certified mail, with return receipt requested and delivery restricted to Kauffmann, the registered agent of Seal-O-Flex. It is also undisputed that Wanda Gumbs, the receptionist for Seal-O-Flex, signed the return receipt.

LEGAL STANDARD

Service of process is governed by Rule of Civil Procedure 4. Pursuant to that Rule, a plaintiff may serve a corporation in one of two ways. First, under Rule 4(d)(3), a plaintiff may serve a corporation "by delivering a copy of the summons and complaint to an officer, a managing or general agent, or to any other agent authorized by appointment or by law to receive service of process...." S.C.R.C.P. Rule 4(d)(3). Second, under Rule 4(d)(8), a plaintiff may serve a corporation by "registered or certified mail, return receipt requested and delivery restricted to the addressee." S.C.R.C.P. Rule 4(d)(8).

"Service pursuant to [Rule 4(d)(8)] shall not be the basis for the entry of a default or a judgment by default unless the record contains a return receipt showing acceptance by the defendant. Any such default or judgment by default shall be set aside pursuant to Rule 55(c) or 60(b) if the defendant demonstrates to the court that the return receipt was signed by an unauthorized person." S.C.R.C.P. Rule 4(d)(8).

Rule 4 serves at least two purposes: First, it confers personal jurisdiction on the court; and second, it assures the defendant of reasonable notice of the action. *Roche v. Young Bros., Inc. of Florence*, 318 S.C. 207, 456 S.E.2d 897 (1995). Inquiry must be made as to whether the plaintiff has sufficiently complied with the rules such that the court has personal jurisdiction of the defendant and

the defendant has notice of the proceedings. *Id.* "A plaintiff need only show compliance with the rules. When the rules are followed, it is presumed that service was proper." *Roberson v. Southern Finance of South Carolina, Inc.*, 365 S.C. 6, 10, 615 S.E.2d 112, 115 (2005) (internal citations omitted).

Because Plaintiff has demonstrated compliance with the Rules, the burden shifts to Defendant Seal-O-Flex to show that the return receipt was signed by an unauthorized person. For the reasons stated herein, Seal-O-Flex has not carried its burden.

DISCUSSION ^{2, B}

Defendant makes several arguments based on the authority conferred upon Gumbs by Defendant Seal-O-Flex. Because Gumbs lacked actual, apparent, or implied authority, Defendant Seal-O-Flex argues, the return receipt was signed by an unauthorized person, service of process was improper, and the Court did not obtain personal jurisdiction over Defendant Seal-O-Flex.

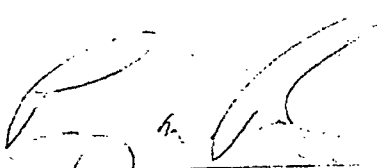
However, the Court is most persuaded by Defendant's admission at the hearing of this motion that Defendant was aware of the pending proceedings and intentionally chose not to respond. Based upon Plaintiff's compliance with Rule 4, SCRCP, and Defendant's admission that it had notice of the action, the Court can find no reason why it should hold that service of process was not proper.

IT IS THEREFORE ORDERED that Defendant Seal-O-Flex's Motion to Set Aside Default Judgment is hereby DENIED.

AND IT IS SO ORDERED.

Wa. Ho. boy South Carolina

July 27, 2014



Perry M. Bückner
Presiding Judge, Fourteenth Judicial Circuit

INDEX

DEFENDANT SEALOFLEX, INC.'S MOTION TO SET ASIDE DEFAULT
JUDGMENT 3

CERTIFICATE OF REPORTER 28

EXHIBITS

NONE.

1 THE COURT: All right. This is the case of Diane
2 Goodstein, plaintiff, versus Sealoflex, Inc., and Latitude
3 Construction Services, LLC, defendant. This is a Motion to
4 set aside default judgment. I have asked counsel to
5 identify themselves, beginning with counsel for the moving
6 party.

7 MS. ULMER: My name is Susanna Ulmer. I am an attorney
8 at Kernodle, Root and Coleman. I am here on behalf of
9 Sealoflex, Inc.

10 THE COURT: Ms. Ulmer, you're gonna have to speak up a
11 little bit in my courtroom. You've got a timid voice. You
12 know I talk loud because I'm deaf; deaf people speak up.
13 But for the Court Reporter's sake, now I've got microphones
14 if you want to turn that rostrum around. I love it when
15 lawyers want to bring folders and files and buckets of
16 stuff, and if you need to do that, that's fine, just turn
17 that rostrum around and put it up there and use that
18 microphone so we can hear you, because I want to be able to
19 hear you.

20 MS. ULMER: Yes, sir.

21 THE COURT: Do you understand?

22 MS. ULMER: Do you practice with Trent Kernodle?

23 MS. ULMER: I do.

24 THE COURT: You tell young Trent that he's probably
25 been to the Fourteenth Circuit as much as any lawyer I know.

1 Because every time I'd have -- he's probably appeared -- I
2 haven't seen him in a while. I guess that means the
3 Murdaugh firm in Hampton hasn't sued one of his clients.

4 MS. ULMER: Not recently, I don't think so.

5 THE COURT: Counsel for the Plaintiff?

6 MR. GOODSTEIN: Yes, sir, Your Honor. I'm Arnold
7 Goodstein, and I represent Diane Goodstein.

8 THE COURT: Very well. All right. Ms. Ulmer, I have
9 read your motion and I set it especially for today. Thank
10 y'all for agreeing, since I have been holding non-jury all
11 day here and it worked out great. Because I -- we had
12 started with thirty-six and ended up with eight. We only
13 ended up with eight hearings out of thirty-six, so. It
14 always amazes me too, because one of the things I do -- tell
15 Diane this, because it works every time. I still -- when I
16 do motions -- I still sound the roster and I tell people,
17 "I'll let you have fifteen minutes max and tell me how long
18 you want so we can plan our time and day so we know when to
19 let the lawyers go to lunch -- let the Clerk and court
20 reporter," and I say, "I'm going to take a break and after
21 we set the hearing roster and I require that you talk, that
22 you have a physical conversation with your opponent to see
23 if you can resolve your motion. And if you do, I'll put you
24 at the front of the line," and it amazes me how many people,
25 because they think their schedule is so important, they will

1 resolve that motion just because they get to go ahead of
2 everybody else, particularly, when they are hearing number
3 twenty-six. Now, it works really well. We resolved a
4 number of them this morning because of that. Happy to hear
5 from you.

6 MS. ULMER: All right. Good afternoon, Your Honor.

7 THE COURT: Good afternoon to you.

8 MS. ULMER: My name is Suzanne Ulmer. I am here on
9 behalf of Sealoflex and we are here today on a motion to set
10 aside a default judgment against Sealoflex. Sealoflex's
11 position is that the service of process was not proper, and
12 therefore, the Court did not have personal jurisdiction over
13 Sealoflex, thereby ---

14 THE COURT: And you believe in light of the Robertson
15 case that the person that accepted service by certified mail
16 was not authorized to accept service on behalf of your
17 client, and therefore, because of that, you believe I should
18 set aside the judgment. Now, let me ask you this. When one
19 obtains a default judgment against a defendant, and you have
20 a defendant moving to set aside the default judgment, would
21 you not agree with me that, number one, I think I need to
22 have this hearing, and I think we all agree on that, would
23 you not agree with me that if the Rules of Civil Procedure
24 are followed insofar as the service of process is concerned,
25 then there is a presumption in the law that service was

1 proper, and therefore, pursuant to our Rules. I think you
2 will find 4(d)(8), the burden then shifts to Sealoflex to
3 demonstrate that there is a problem, because I have to
4 presume service was proper and I assume you could see that
5 service by certified mail is proper under the South Carolina
6 Rules of Civil Procedure; do you not?

7 MS. ULMER: Yes, I do.

8 THE COURT: All right. Then, the burden is on you.
9 And I am happy to hear from you.

10 MS. ULMER: Okay. With respect to Ms. Gumbs, and she
11 is a receptionist for Sealoflex, and has been employed there
12 since 2009. She is not an office manager. She does not
13 manage or supervise any employee. She does not hire or fire
14 any employees. She does not have any managerial
15 responsibilities. She is not an officer. She is not a
16 managing agent. She is not a general agent. She has never
17 been authorized to accept service of process. She has never
18 represented to anyone that she ---

19 THE COURT: What does she do at Sealoflex?

20 MS. ULMER: She answers the phone.

21 THE COURT: She answers the phone and apparently she
22 opens the mail.

23 MS. ULMER: And she receives the mail.

24 THE COURT: So she gets the mail and opens the mail.

25 When she gets the mail and it's addressed to Sealoflex, what

1 does she do with it?

2 MS. ULMER: She distributes the mail to the person it
3 is addressed to.

4 THE COURT: So then she distributes it to the people
5 whose affidavits you have given me are Sealoflex; is that
6 correct?

7 MS. ULMER: Yes, sir.

8 THE COURT: And that would be her job?

9 MS. ULMER: Yes, sir.

10 THE COURT: All right. Now, what happened in this
11 case?

12 MS. ULMER: She received the letter that she did not
13 realize was a summons and complaint. She did sign for it,
14 but she is not an agent for Sealoflex.

15 THE COURT: But she turned it over to Sealoflex?

16 MS. ULMER: She did turn it over to Sealoflex.

17 THE COURT: All right.

18 MS. ULMER: To make that ---

19 THE COURT: And that would have been close in point of
20 time to the time she had retrieved the letter from the post
21 office box or if it was physically delivered to an address.
22 We are not talking about some lapse of time in between that
23 and the time that the principals of Sealoflex received the
24 letter?

25 MS. ULMER: No, I think it was within a matter of a

1 couple of days.

2 THE COURT: All right.

3 MS. ULMER: So back to the original question, she is
4 not and has never been authorized by Sealoflex to receive
5 certified, restricted mail. This mail, if you go to the
6 United States Postal Service Domestic Mail Manual, there is
7 a provision in there for restricted delivery. Within that
8 provision, it says that, "To make an agent be able to
9 receive restricted delivery mail, you have to fill out one
10 of two forms or send a letter to the postmaster." There is
11 no evidence that that occurred. Robert Kauffman would have
12 had to fill out something saying that Ms. Gumbs can receive
13 service of process or restricted mail in this case -- that
14 Ms. Gumbs has authority to do that; that did not occur.
15 There is no evidence that she ever had any authority by
16 Robert Kauffman to receive his restricted mail.

17 THE COURT: But Sealoflex is a corporation. Sealoflex
18 has a registered agent. The registered agent has an address
19 filed with the Secretary of State, and you concede that in
20 this case the address that was on the service was the
21 address that is of public record?

22 MS. ULMER: Yes, sir.

23 THE COURT: I see. What you want me to understand,
24 though, is, from the affidavit, is that the lady who signed
25 for the certified mail and who turned it over to either Mr.

1 Kauffman or to Ms. Ellington, who one being the President
2 and registered agent and one being the Vice-President and
3 general manager, both of which, according to your argument,
4 are authorized to accept service of process at Sealoflex,
5 that it was turned over to them in a timely manner.
6 However, you think that the Court should rule that because a
7 person that they had never given authority to, to accept
8 service of process, that I should set aside the default
9 judgment. Is that in summary your argument, Ms. Ulmer?

10 MS. ULMER: Yes, it is, Your Honor.

11 THE COURT: Now, let me ask you this.

12 MS. ULMER: Okay.

13 THE COURT: When I ask you whether or not this
14 particular person -- and I see you gave me an affidavit from
15 her, as well; her name was ---

16 MS. ULMER: Ms. Gumbs.

17 THE COURT: Is it Grumbs?

18 MS. ULMER: Gumbs, G-U-M-B-S.

19 THE COURT: Gumbs.

20 MS. ULMER: Yes.

21 THE COURT: I thought -- there is no "r", Becky. G-U-
22 M-B-S.

23 MS. ULMER: Yes, sir.

24 THE COURT: Ms. Gumbs. Do you concede that Ms. Gumbs,
25 by virtue of her job, had apparent authority to accept

1 service? Because if I send a letter to Sealoflex, even if
2 it weren't containing legal papers, just a letter, and I got
3 a time receipt back because it was certified, would I not
4 have to assume that the person who signed for Sealoflex had
5 the authority to open their post office box and retrieve the
6 mail so as to be sufficient notice of the letter?

7 MS. ULMER: I think there are two issues there. One is
8 the certified mail versus restricted delivery mail. The
9 postal carrier can only deliver to the person that is listed
10 on the restricted delivery mail.

11 THE COURT: But you only have one address of public
12 record.

13 MS. ULMER: Correct. But when he goes into the office
14 to deliver the mail, he can request that Robert Kauffman
15 come forward and sign. The second issue was the apparent
16 authority, and in order for her to have apparent authority,
17 Sealoflex would have had to make the representation or have
18 some type of conduct that would show the apparent authority.
19 The actions of Ms. Gumbs do not determine the apparent
20 authority that she may have. It has to be the actions of
21 Sealoflex.

22 THE COURT: So you are telling me then that you think
23 the fault lies with the postal authority?

24 MS. ULMER: I think that in this instance they should
25 have required the restricted addressee to sign the envelope

1 acknowledging the service of process.

2 THE COURT: So the postal authority is supposed to know
3 who the registered agents are for Sealoflex, despite the
4 address filed publicly with the Secretary of State?

5 MS. ULMER: While the return receipt or the restricted
6 address says to Robert Kauffman, clearly, Ms. Gumbs, a
7 female, is not Robert Kauffman.

8 THE COURT: But I assume that when Ms. Gumbs retrieves
9 the mail, as you have honestly conceded to me in this
10 argument, that she delivers it to Mr. Kauffman, which you
11 said she did in a timely fashion in this case.

12 MS. ULMER: Yes, Your Honor.

13 THE COURT: Therefore, even though his name is not
14 signed for, a person who allegedly had apparent authority to
15 accept his mail did sign for it under the facts of this
16 case.

17 MS. ULMER: While I will not concede that she had
18 apparent authority ---

19 THE COURT: I understand that. I'm not asking you to.
20 I said "allegedly." And that's all I'm asking. You dispute
21 whether or not she had apparent authority but she certainly
22 had authority to open a post office box or to receive the
23 mail on behalf of Sealoflex because that was part of her job
24 description.

25 MS. ULMER: General mail. Yes, I would agree.

1 THE COURT: Now, in the Robertson case, you are
2 familiar with that aren't you, Ms. Ulmer?

3 MS. ULMER: Yes, Your Honor.

4 THE COURT: And it was a finance company. It was
5 Southern Finance of South Carolina who was the defendant in
6 the same situation in some respects because the plaintiffs
7 obtained a default judgment against the defendant finance
8 company and they moved to have the default judgment set
9 aside, and the Court held that service on a clerical
10 employee, which we are talking about personal service there,
11 of the finance company, was improper.

12 MS. ULMER: Yes, Your Honor.

13 THE COURT: In other words, you believe that case
14 stands for the proposition whether its personal service or
15 certified mail, despite the presumption of the validity of
16 service, I'm supposed to set aside a judgment if you come to
17 me in a timely fashion and ask that it be done so because
18 there was no authority within the corporation for the person
19 who signed for the certified postage to accept service? Is
20 that the essence of your argument?

21 MS. ULMER: Yes, Your Honor.

22 THE COURT: I see.

23 MS. ULMER: And I would rely also on Moore v. Simpson
24 where ---

25 THE COURT: Please give the site for the record.

1 MS. ULMER: 322-SC-518, Court of Appeals, 1996. And in
2 that case, the registered agent did actually receive a copy
3 of the Summons and Complaint, but he made a determination
4 that they had not received service -- proper service of
5 process. They did not answer and the Court found that that
6 was not proper service of process. So in that instance,
7 they also had received the actual Summons and Complaint, but
8 it went to the receptionist and not to the restricted
9 addressee.

10 THE COURT: Very well. Anything else?

11 MS. ULMER: Plaintiff has pointed out in his opposition
12 that she had previously signed for certified letters. I
13 just want to point out in that instance, again, it is the
14 apparent authority and it is not the past behavior of the
15 person who signed; it's the past behavior of Sealoflex, and
16 Sealoflex never represented that Ms. Gumbs could receive
17 restricted delivery mail, which is what this was. It wasn't
18 a certified letter; it was restricted delivery.

19 THE COURT: What does Sealoflex do, then, to place the
20 world on notice that only certain people within this
21 corporation could accept service from a public notice
22 standpoint?

23 MS. ULMER: It ---

24 THE COURT: Other than what Sealoflex themselves
25 understood to be the case, I am asking you what did they do

1 to notify the public at large that what you argued to me
2 today was the case?

3 MR. ULMER: If you are asking as to who the registered
4 agent was, they registered Robert Kauffman as their agent.

5 THE COURT: I understand that. In this particular --
6 you agree that service by certified mail is proper in South
7 Carolina?

8 MS. ULMER: Yes, sir.

9 THE COURT: And you agree that Robert Kauffman is the
10 listed certified, registered agent?

11 MS. ULMER: Yes, sir.

12 THE COURT: Right?

13 MS. ULMER: Yes.

14 THE COURT: I say certified; its registered agent.

15 MS. ULMER: Registered agent.

16 THE COURT: To accept service by certified mail, and
17 you agree that the job of the person who did it was to pick
18 up the mail and then deliver it to Sealoflex, which in this
19 case it was done?

20 MS. ULMER: General mail, yes.

21 THE COURT: Very well. Anything else you want to tell
22 me?

23 MS. ULMER: Also in the case of Moore v. Simpson, there
24 is a quote in there that we just cited earlier, "Without
25 specific authorization to receive process, service is not

1 effected when made upon an employee of the defendant, such
2 as a secretary." So it is very similar to the situation we
3 have here where a receptionist received the mail, that was
4 part of her job, and the registered agent did not sign for
5 the mail. He did eventually receive a copy of the Summons
6 and Complaint, but did not answer. Another thing I wanted
7 to point out, that although in the 60(b)(4) motion, we do
8 not have to present meritorious defenses, Sealoflex does
9 have meritorious defenses.

10 There are issues as to whether or not it was the
11 product versus the installation. There are issues as to
12 whether the warranty that Sealoflex provided covered the
13 product versus installation. There are issues as to whether
14 the alleged blistering of the roof caused any damage to the
15 home, and it's all those, also, that should be taken into
16 account in evaluating the motion to set aside.

17 THE COURT: That would be my next question to you.
18 Regardless of the -- and I understand your argument -- what
19 you are basically arguing to me is in any motion to set
20 aside a default judgment, as opposed to an entry of default,
21 the Court should apply the Wham factors in deciding whether
22 to do so; is that not correct?

23 MS. ULMER: What I'm saying is that if you look into
24 those factors, we still need the meritorious defenses. I
25 don't believe that you have to under Rule 60(b)(4) motion to

1 present those factors, but if you do evaluate those factors,
2 they weigh in favor of setting aside the default.

3 THE COURT: All right. Thank you.

4 MS. ULMER: Thank you.

5 MR. GOODSTEIN: Your Honor, it's a good advantage
6 moving lawyers around, not having the same lawyer in a case,
7 because this young lady made some statements that are
8 outrageous because she ain't been in the case. There is a
9 letter to me from Ms. Somebody who was some kind of officer
10 in the company that "Well, it may have been the installer,
11 but we stand behind him." And so this is a meritorious
12 defense. So then they come out to the house and they tell
13 my fellow, yeah, they're going to fix it, but they're just
14 going to fix the places that show, not anything that doesn't
15 show. So I mean, the file is rife with a lack of
16 meritorious defenses. Chuck Baker -- the one thing that
17 Chuck Baker did tell me that I think ---

18 THE COURT: Now, who is Chuck Baker?

19 MR. GOODSTEIN: I'm sorry. He is with the old Buist
20 Moore firm, which is now somebody else. And he was their
21 lawyer after the default hearing.

22 THE COURT: He was Sealoflex's attorney?

23 MR. GOODSTEIN: Yes, Sir. He was in the case for a
24 little while and then one day they were having an enormous
25 case in Kershaw County, which Diane had been hearing for

1 quite a while, and they had three or four lawyers in it; and
2 Diane said, "Well, I'm going to have to recuse myself," at
3 which point they disappeared him from this case and they
4 gave it to Kernodle's office. So that's where we are in
5 this.

6 THE COURT: Well, I can't say that that isn't an
7 example of shutting the barn door after the horse is out,
8 but I certainly understand why they did so if Diane was
9 hearing their case.

10 MR. GOODSTEIN: Well, yeah, you know, nobody ever
11 fought it; nobody objected to it.

12 THE COURT: Well, let me ask you this ---

13 MR. GOODSTEIN: Sure.

14 THE COURT: --- Mr. Goodstein, because you have heard
15 me question Ms. Ulmer at length. Is it your position --
16 first of all, I assume you do agree, I asked her first of
17 all, where the burden is, because I think the burden is on
18 her. I think there is a presumption of legal service of
19 process when you comply with the rules of service of the
20 Rules of Civil Procedure, and clearly she concedes that you
21 have the right to serve a defendant by certified mail.

22 Her argument is, and interestingly enough, she makes it
23 under Rule 60(b)(4), now we are talking about default
24 judgment and not an entry of default. Entry of default is
25 just good cause. Default judgment should require a greater

1 burden, but her argument is that this lady didn't have the
2 authority to accept service, but she has been quite honest
3 with this Court, which I appreciate, and that is she turned
4 it over to Mr. Kauffman who was the registered agent and she
5 did it in a timely fashion.

6 So it wasn't any question that they had notice. Her
7 argument is, well, he decided, I don't know if Mr. Kauffman
8 is a lawyer or not, but apparently he decided it wasn't good
9 service because only she had signed for it and, therefore,
10 they ignored it until such time, and even then, what I don't
11 understand, who was their lawyer. Nobody showed after you
12 gave them notice of the default judgment hearing, because I
13 held that hearing in St. George six months ago. And we gave
14 them notice to appear and cross-examine any witnesses and
15 you presented testimony at that hearing and they chose to
16 ignore appearing in that hearing. Now, that certainly is
17 not the fault of Ms. Ulmer, because she was not counsel of
18 record at that time. What is your position on that
19 argument?

20 MR. GOODSTEIN: Well, Your Honor, there really is a
21 party of interest who isn't here and that is the U.S. Postal
22 Service. I mean, what amazes me, as a fellow who has done
23 criminal law in my life, they have tossed Ms. Gumbs to the
24 wolves. Mr. Gumbs has stated under oath that she was the
25 agent and she signed the document for the U.S. Postal

1 Service that she was the agent.

2 Now, you know, I'm not looking to prosecute anybody,
3 but it seems to me that there is something wrong that the
4 postal service might take umbrage at. You know, but, the
5 postal service is not going to allow themselves, and we
6 shouldn't -- that they've got to check everybody out. If
7 somebody tells them something, they have the right to rely
8 on it. There's a penalty for not telling the truth and most
9 people know that and don't lie to them. So I think that's
10 dispositive of the matter; there's no question. She not
11 only had apparent authority. She represented that she had
12 authority to the postal service when they brought the return
13 there. So I mean it's a little bit of a gotcha business.

14 THE COURT: Well, let me ask you this, Mr. Goodstein,
15 because I find this to be an interesting issue. When you
16 notified Sealoflex of our damage hearing, how did you do so?
17 Would that not have been in the same manner in which you
18 served the Summons and Complaint, which was by certified
19 mail?

20 MR. GOODSTEIN: And Ms. Gumbs signed for it.

21 THE COURT: I see. So once again Ms. Gumbs signed for
22 it, and I didn't ask Ms. Ulmer, but I bet Ms. Ulmer will
23 tell me that Ms. Gumbs delivered that, also, to Mr.
24 Kauffman, who is the president and registered agent of
25 Sealoflex, because I believe that's Ms. Gumbs' job. So you

1 think that, number one, that if there is any fault, you
2 believe it is the postal department; and number two, you
3 believe that you have to rely on the postal department
4 returning you a return receipt on certified mail that the
5 person who signed for it has either the actual or apparent
6 authority to sign on behalf of the corporation?

7 MR. GOODSTEIN: That's it Your Honor, in a nutshell.

8 THE COURT: You also disagree with Ms. Ulmer as to
9 whether or not there is a meritorious defense if the Court
10 were to apply the factors in the Wham case. I don't think
11 you disagree that Sealoflex acted promptly in filing this
12 Motion, because we had a hearing, why they didn't show I
13 don't know, we had the hearing, well, actually entered my
14 Order on, I think the day of the hearing, January 7th, 2014.
15 I think this Motion was filed on January 9th, 2014. You
16 concede that that would be timely?

17 MR. GOODSTEIN: I hadn't really thought about that, but
18 it probably is.

19 THE COURT: That's one of the factors.

20 MR. GOODSTEIN: But I agree, I don't think it was
21 timely. And one of the things Baker told me, you always
22 hate to quote the other lawyer, especially when he's not
23 here; and I asked him, I said, "You know, Chuck, are you
24 telling me that they didn't know about it?" and he said,
25 "Arnold, that's not our point. They always knew about it."

1 and I said, "What was the stonewalling about?" and he
2 started lip-popping and, I don't know, something about the
3 insurance company, and I really didn't make sense why they
4 didn't do anything. I think it's a relatively solid
5 company. I kind of worried about them when they started
6 doing all of this.

7 But, Your Honor, I think that this lady is just -- I
8 don't want to bore you with it, but Ms. Gumbs, this
9 receptionist is a new title for her. She has been called a
10 customer service person before, whatever that means, but she
11 wasn't listed in the company at any point in time as a
12 receptionist, but as a customer service person. I think she
13 represented to the postal service that she had the
14 authority. They had it; they got it. If they hadn't of got
15 it then maybe you want to look behind it, but there is no
16 question that she turned it over to Mr. Kauffman and they
17 chose to ignore the complaint, the default, the entry of
18 default, and the damage hearing.

19 THE COURT: Thank you very much. I think I understand
20 your argument.

21 MR. GOODSTEIN: Yes, sir.

22 THE COURT: Ms. Ulmer, briefly in reply.

23 MS. ULMER: I just have a couple of points in reply.

24 The delivery of the notice of the ---

25 THE COURT: The deliver of what notice?

1 MS. ULMER: The delivery of the notice for the damages
2 hearing.

3 THE COURT: Yes, ma'am.

4 MS. ULMER: Was by hand delivery to Robert Kauffman.
5 It was not delivered to Sealoflex as a company.

6 THE COURT: Different method of notice.

7 MS. ULMER: Yes, Your Honor.

8 THE COURT: So it didn't go through Ms. Gumbs?

9 MS. ULMER: It did not go through Ms. Gumbs.

10 THE COURT: All right.

11 MS. ULMER: Also ---

12 THE COURT: Let me ask you this, when Ms. Gumbs turned
13 the summons and complaint over to Mr. Kauffman, did Mr.
14 Kauffman send it on to his liability carrier?

15 MS. ULMER: She did turn it over to Ms. Ellington and
16 Ms. Ellington did send it on to the carrier.

17 THE COURT: All right. When you say "it," you are
18 referring then to Ms. Ellington?

19 MS. ULMER: Ms. Ellington, yes.

20 THE COURT: E-L-L-I-N-G-T-O-N, Becky. And that would
21 be the Vice-President and General Manager?

22 MS. ULMER: Yes, Your Honor.

23 THE COURT: And the Vice-President and General Manager
24 then sent it on to their liability carrier upon getting the
25 notice from Ms. Gumbs?

1 MS. ULMER: Yes, Your Honor.

2 THE COURT: And the liability carrier never undertook
3 any defense or notified you of any reservation of rights
4 concerning whether or not they felt coverage existed on
5 behalf of Sealoflex?

6 MS. ULMER: No, Your Honor.

7 THE COURT: Okay.

8 MS. ULMER: And I think while it is true that they did
9 know about the summons and complaint, I still think it goes
10 back to the law, and the law is that you have to have proper
11 service of process to the restricted addressee, unless they
12 have filed a form and there are two forms, 301 or 349, with
13 the postal service saying that this person can accept my
14 restricted delivery mail. No one at Sealoflex did that;
15 none of them. The other way they could have done it is they
16 could have asked for an acknowledgment of service from
17 Sealoflex. Sealoflex did not sign an acknowledgment.

18 THE COURT: The rules of service of process don't
19 require that.

20 MS. ULMER: No, they don't.

21 THE COURT: I understand you have given me scenarios it
22 could have, but I think I am bound by the rules as far as
23 whether or not there is valid service; you agree with that
24 now. I understand your argument and its interesting.
25 Although -- let me hear from you Mr. Goodstein. I realize

1 that you shouldn't be bound by what Chuck, as Mr. Goodstein
2 referred to as. I think that should be Mr. Baker.

3 MS. ULMER: Yes, Your Honor.

4 THE COURT: You are not bound by what he said, but Mr.
5 Goodstein takes an obviously a different view of whether or
6 not there is a meritorious defense in light of what previous
7 counsel told him about this case. Can you comment on that
8 or is that something you have no knowledge of?

9 MS. ULMER: I can't comment specifically on what Mr.
10 Baker conveyed to Mr. Goodstein. What I can comment on is
11 that there was blistering of the roof ---

12 THE COURT: There was what?

13 MS. ULMER: Blistering of the roof, and a Sealoflex
14 product was used on the roof. But Sealoflex does not
15 believe that the product is the issue. Sealoflex believes
16 that the installation was the issue, and if you don't have a
17 properly clean surface when the Sealoflex product is
18 applied, that can cause the blistering. Now, just because
19 it's blistering does not mean that there is a failure and it
20 does not mean that any damage to the underlying structure
21 occurs. That would be the defense by Sealoflex.

22 THE COURT: In answering it that way, you, of course,
23 dispute Mr. Goodstein's argument to me as to whether or not
24 there is a meritorious defense because you continue to
25 assume that your client has one if I were to grant your

1 motion?

2 MS. ULMER: Yes, Your Honor.

3 THE COURT: All right. Anything else Ms. Ulmer or is
4 that it?

5 MS. ULMER: No, Your Honor. Thank you.

6 THE COURT: Thank you both very much. I'm going to ask
7 you both to submit proposed Orders to me on this. And I
8 will give you all the time you want. Ten days good enough
9 for you, Ms. Ulmer?

10 MS. ULMER: Yes, Your Honor.

11 THE COURT: Mr. Goodstein, is ten days good enough for
12 you?

13 MR. GOODSTEIN: Yes.

14 THE COURT: I realize right now that your wife is
15 preoccupied with the Episcopal Church, but I want to make
16 sure you have enough time. I know you don't have anything
17 to do with that, but I imagine -- I know it's a long trial
18 and it's been in the paper.

19 MR. GOODSTEIN: I've got a daughter who is a lawyer in
20 Hampton, Your Honor.

21 THE COURT: Yeah, you sure do. I've got two sons that
22 are lawyers and I can't wait to show y'all a picture of my
23 new grandson. I'm so proud of him I don't know what to do;
24 he's four months old. All right. I'm going to ask you
25 folks to submit proposed Orders. Cite any case you want,

1 but I think you cited me a number of cases, but obviously,
2 if you're going to cite me a new case, make sure you give me
3 a complete site.

4 Please submit the proposed Orders to me at P. O. Drawer
5 470, Walterboro, 29488. Please submit your proposed Orders
6 to me within ten days of today. Please copy opposing
7 counsel on your transmittal to the Court. Please include a
8 self-addressed stamped envelope with sufficient postage
9 affixed thereto for the return of your proposed Order. If
10 you would like to e-mail me your Orders you can. My e-mail
11 address is pbucknerj@sccourts.org and I would love for you
12 to also send my law clerk a working copy of the order. His
13 is the same as mine, but he's pbucknerlc@sccourts.org. If
14 you are going to use e-mail you are still going to have to
15 United States Mail, which has been a third party defendant
16 at this hearing, you are going to have to still use the
17 United States Mail to send me an envelope with sufficient
18 postage affixed thereto because Governor Sanford took away
19 our office allowance about six years ago and we no longer
20 have money for postage and therefore I have to require my
21 attorneys to pay postage for Orders; otherwise I have to pay
22 it out of my own pocket. So please send me a self-
23 addressed, stamped envelope for return of your proposed
24 Order, So you can comply with the ten day requirement by e-
25 mailing, obviously you will need to copy opposing counsel on

1 any e-mail transmittal or any United States mail
2 transmittals, but you will still have to mail me an envelope
3 with the self addressed stamped envelope. Now, any
4 questions about the proposed Order procedure from counsel
5 for the moving party?

6 MS. ULMER: No, Your Honor.

7 THE COURT: Any questions about the proposed Order
8 procedure from counsel for the responding party?.

9 MR. GOODSTEIN: No, Your Honor.

10 THE COURT: I want to thank you both for being
11 prepared.

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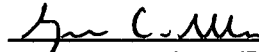
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SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

May 7, 2015



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