

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

**RECEIVED**

AUG 07 2015

APPEAL FROM YORK COUNTY  
Court of Common Pleas

SC Court of Appeals

S. Jackson Kimball, Special Circuit Court Judge

Case No. 2014-001264

Frank M. Adams, Appellant,

v.

The City of Tega Cay, Dennis P. Pieper, Municipal Clerk, Katie Poulsen,  
Respondents.

**AFFIDAVIT IN SUPPORT OF APPELLANTS MOTION  
FOR REINSTATEMENT OF APPEAL**

The Appellant, Frank M. Adams, hereby moves this Court for an Order, reinstating his case against the above-captioned Respondents, for the following reasons:

1. There was a dispute as to the execution and subsequent implementation of the settlement agreement.
2. This case was previously disposed of due to a Settlement Agreement signed by the Appellant on February 9<sup>th</sup>, 2015, in the opposing Counsel's offices of Spencer and Spencer. An Agreement For Dismissal of Appeal was signed by Appellant, and opposing Counsel on February 17<sup>th</sup>, 2015. The party representing the Respondent, The City of Tega Cay signed the Settlement Agreement on February 19<sup>th</sup>, 2015, but was sent via e-mail, which was unknown to

the Appellant until April of 2015.

3. The Appellant has never received a copy of the signed Settlement Agreement by U.S. Mail, nor a Certificate of Service.

Rule 43(k) of the SCRCP provides:

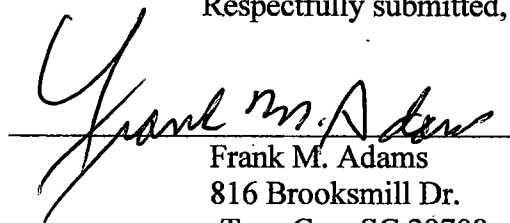
No agreement between counsel affecting proceedings in an action shall be binding unless reduced to the form of a consent order or written stipulation signed by counsel and entered into the record, or unless made in open court and noted upon the record; or reduced to writing and signed by the parties and their counsel. Settlements shall be handled in accordance with Rule 41.1, SCRCP.

4. None of the criteria for meeting Rule 43(k) has been met in this Settlement Agreement, specifically the required signature of counsel as seen in a recently e-mailed copy to Appellant by opposing counsel of the Settlement Agreement (*see* Exhibit "A").

5. Appellant subsequently filed a notice of revocation of the settlement agreement with the Respondents on May 4<sup>th</sup>, 2015 (*see* Exhibit "B").

July 27th, 2015

Respectfully submitted,



Frank M. Adams  
816 Brooksmill Dr.  
Tega Cay, SC 29708  
Tel. (904) 923-5325  
Pro Se Appellant

**SWORN TO and subscribed before me this**

27 day of July 2015

Shanna M. Smith

Notary Public

Commission Expires June 27, 2022

Other Counsel of Record:

W. Mark White

226 East Main St.

Post Office Box 790

Rock Hill, South Carolina 29731

Attorney for Respondent

(803) 327-7191

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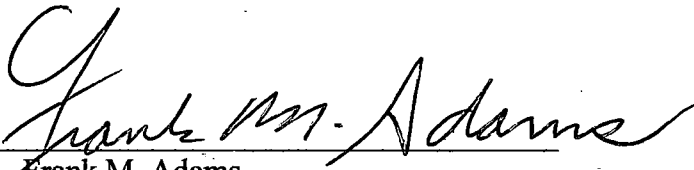
v.

The City of Tega Cay, Dennis P. Pieper, Municipal Clerk, Katie Poulsen,  
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CERTIFICATE OF SERVICE

I certify that I have served the Notice of and Motion To Take Leave And Reinstate Case On Appeal, Memorandum In Support Of Motion For Reinstatement Of Appeal, Affidavit In Support Of Appellants Motion For Reinstatement Of Appeal, and letter to the Honorable David Hamilton, York County Clerk of Court on The City of Tega Cay, Dennis P. Pieper, Municipal Clerk, Katie Poulsen by depositing a copy of it in the United States Mail, postage prepaid, on August 7th, 2015, addressed to their attorney of record, W. Mark White, 226 East Main St. Post Office Box 790 Rock Hill, South Carolina 29731.

August 7th, 2015



Frank M. Adams  
816 Brooksmill Dr.  
Tega Cay, South Carolina 29708  
(904)923-5325  
Pro Se litigant/ Appellant

**Other Counsel of Record:**

W. Mark White  
226 East Main St.  
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(803) 327-7191