

**THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS**

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APPEAL FROM LEXINGTON COUNTY  
IN THE COURT OF COMMON PLEAS  
THE HONORABLE JAMES O. SPENCE  
MASTER IN EQUITY  
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CASE NO. 2011-CP-32-1781  
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**RECEIVED**  
OCT 30 2015  
SC Court of Appeals

Charles E. Strickland, III, Latisha D. Strickland and Justin R. Dillon,

Appellants

v.

Marjorie E. Temple,

Respondent,

-----  
**MOTION TO DISMISS APPEAL  
AND  
MOTION TO ENLARGE TIME TO FILE RESPONDENT'S INITIAL BRIEF**  
-----

Rolland E. Greenburg, III  
712 Calhoun Street, Suite D  
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P.O. Box 7403  
Columbia, SC 29202

Attorneys for Respondent

The Respondent hereby moves for an Order to dismiss the Appeal and to enlarge the time for the Respondent to file her Initial Brief pending a decision on this motion.

This Motion is based upon the following:

#### HISTORY OF THE CASE

This is an action to foreclose an Installment Land Contract.

In July, 2014, the Respondent conceded that there was no equity in the property. Pursuant to Lewis v. Premium Investment Corporation, 351 S.C. 167, 568 S.E.2d 361 (2002) and Cody Discount, Inc. v. Merritt, 368 S.C. 570, 629 S.E.2d 697 (Ct.App. 2006)., on August 5, 2014, the Master signed an Order terminating the Respondent's interest in the Contract because there was no equity in the property.

On April 17, 2014, the Appellants filed a motion seeking a separate award of attorneys fees as a money judgment.

On June 4, 2015, the Master signed and filed an Order stating that pursuant to Rule 70, SCRCP, the attorney fees must be added to the contractual debt to determine whether there is equity in the property. The Master ruled that the Appellants were not entitled to a separate judgment for an award of attorneys and in addition, there was no right to obtain a deficiency judgment.

The Master e-mailed a copy of the order to each of the attorneys of record on June 4, 2015. (see attached)

On June 16, 2015, the Clerk of Court e-mailed another clocked copy of the Order together with the Judgment Cover Sheet to each of the attorneys of record. (see attached)

On June 24, 2015, the Appellants served a motion to alter or amend the Judgment (Rule 59(e), SCRCP). The Appellants filed this Motion on June 26, 2015. On July 27, 2015, the Respondent filed a return to the Motion in which she asserted that the Motion to Alter or Amend was not timely served or filed.

On September 1, 2015, the Master signed and filed an order denying the Appellants' Motion to Alter or Amend but finding that the Motion was timely filed.

On September 28, 2015, the Respondents filed this appeal.

#### ARGUMENT

On August 26, 2015, this Court issued its order dismissing the appeal in the case

of Wells Fargo Bank, N.A. v. Fallon Properties South Carolina, LLC, et al. (Case No. 2015-000157).

The fact situation in Wells Fargo are essentially indistinguishable from this case.

In Wells Fargo, the Master e-mailed the order sought to be appealed to the parties and then subsequently mailed a copy of the order. The appeal was served 31 days after the email was sent but only 28 days after the Appellants received the mailed order. This Court dismissed the appeal for failure to timely file the appeal.

In this case, the motion to alter or amend was served 20 days after the Master sent the Order by email but only 10 days after the Clerk sent the same order by email.

Neither the Master nor the Clerk of Court in Lexington County use the U.S. Postal Service to deliver copies of filed orders and any other notices (trial rosters, roster meetings, and trial dates, for example) to the attorneys of record. Both the Master and Clerk exclusively deliver all notices by e-mail. The order being appealed was not served by the U.S. Postal Service.

Because the Motion to Alter or Amend was not served within ten days after receipt of the order, the Motion was not timely. Because the motion was not timely served, the time for filing the appeal should have run from the date of the Master's email which was sent June 4, 2015. Therefore the appeal should have been served no later than July 6, 2015. The appeal was not served until September 28, 2015.

As stated in Wells Fargo:

Receipt of written notice is the critical event under Rule 203(b)(1), and Appellants received written notice on December 15, 2014—the date of the e-mail. Appellants failed to timely serve the notice of appeal "within thirty . . . days after receipt of written notice." Rule 203(b)(1). Therefore, this court lacks appellate jurisdiction, and we were required to dismiss the appeal.

The Respondent in this case actually raised the timeliness issue to the Master before this Court issued its Order in Wells Fargo. The Master declined to adopt the Wells reasoning with regard to the timeliness of the motion. This was error.

#### CONCLUSION

The Appellants failed to timely file this appeal. Adopting the language from Wells

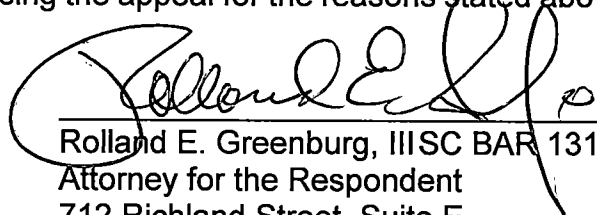
to this case, the Court should rule as follows:

Receipt of written notice is the critical event under Rule 203(b)(1), and Appellants received written notice on June 4, 2015—the date that the Master sent the Order by e-mail. Appellants failed to timely serve the Motion to Alter or Amend within ten days after receipt of the written notice. Since the Appellants failed to timely serve the motion, they were required to serve notice of appeal "within thirty . . . days after receipt of written notice." Rule 203(b)(1). They failed to do so. Therefore, this court lacks appellate jurisdiction, and we were required to dismiss the appeal.

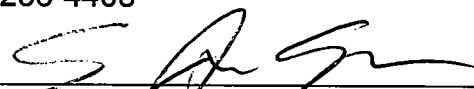
The Respondent should not be required to file her Initial brief until the Court rules on this motion.

WHEREFORE, the undersigned requests:

1. That the Court extend the time to file the Respondent's Initial Brief pending a decision on this Motion
2. That the Court issue its Order dismissing the appeal for the reasons stated above.



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October 22, 2015

**Subject:** Strickland vs. Temple 2011-CP-32-01781

**From:** "Shealy, Leslie" <LShealy@lex-co.com>

**Date:** 6/4/2015 2:43 PM

**To:** "Rick Hall" <rick@sctrialattorneys.com>, "Andy" <syrettlaw@sc.rr.com>

Please find attached the Order for the above referenced matter.

Thanks!

**Leslie**

Leslie M. Shealy  
Court Assistant III  
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Master-In-Equity Court  
205 E. Main St., Suite 204  
Lexington, SC 29072  
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— Attachments: —

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Strickland v. Temple Order.pdf

698 KB

ORIGINAL

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS FOR THE  
ELEVENTH JUDICIAL CIRCUIT  
CASE #: 2011-CP-32-1781

Charles E. Strickland, III, )  
Latisha Strickland, and )  
Justin R. Dillon, )  
Plaintiffs, )

vs. )  
Marjorie E. Temple, )  
Defendant. )

Marjorie E. Temple, )  
Third Party Plaintiff, )

vs. )  
Russell Koivu, )  
ERA Wilder Realty, Inc., )  
Gary A. Pickren, )  
Rex Casterline, and )  
Harvey Casterline & Vallini, LLP, )  
Third Party Defendants. )

RECEIVED  
OCT 30 2015  
SC Court of Appeals  
ORDER (ATTORNEY FEES)

FILED  
2015 JUN - 4 A 11: 16  
LETHA A. CARRIGG  
CLERK OF COURT  
LEXINGTON SC

While this court earlier terminated the underlying Conditional Sales Contract/Bond for Title because the Defendant admitted that she had not made sufficient payments to create a right of equitable redemption the property, Plaintiffs' claim for a separate award of attorney fees under two theories: 1) the contract provides for attorney fees and 2) the Defendant's Rule 11 violations entitled the Plaintiffs to sanctions was held in abeyance pending submission of memos by respective parties.

**FACTS: PROCEDURAL HISTORY**

May 10, 2011 Plaintiff files an Action to Foreclose on Equitable interest in real property and or terminate a conditional sales agreement and bond for title. Attached to the complaint was a recorded fourteen (14) page Conditional Sales Agreement/Bond for Title containing language that Attorney represented the Seller, and that Purchase could obtain attorney, independent title search etc.

1-

Defendant responded with eleven (11) count Answer, Counterclaim and Third Party Complaint against Real Estate Agents and Law Firm involved in closing.

The Complaint, Answer and other pleadings detail how the Plaintiffs and Defendant entered into their agreement on April 6, 2009. The property was sold "as-is." The agreement noted that there was a pond and dam on the property. The first payment was to be May, 2009. One of Defendant's responses was that the (1) property had a dam on it (2) the Association which was to manage the pond was defunct (3) Defendant had told Plaintiffs that Defendant wanted to build or locate a home on the property. (4) That a significant portion of the property was subject to flood plain which meant a home could not be built or placed there,

Hearing testimony and a review of case history reveals that extensive discovery, discovery motions and dispositive motions, mediation and other process occurred. (See attached CMS Case History Screen Shot)

May 28, 2013 the Order referring the case to the Office of Master-in-Equity was filed.

June 20, 2013 the Order was submitted to the Master-in-Equity Office with a request for a hearing.

July 3, 2014 the case was heard pursuant to agreed date between attorneys and court. Plaintiffs argue that the Circuit Court grant of Summary Judgment and Defendant's failure to withdraw claims timely pursuant to Plaintiffs 'demand, warrant a court imposition of sanctions. Defendant's counsel responds that he had duty to represent client, fully investigate, conduct discovery etc and that all delays in case were not directly caused by Defendant. Defendant also claims that Plaintiff has failed to prove case law specific six (6) factors entitling them to award of attorney fees or if so entitled, the attorney fees are not a separate award, but simply added to the debt.

August 5, 2014, Order entered terminating contract and finding no equity.

## **ISSUES**

- I. Contractual Attorney Fee Claim**
- II. Rule 11 Attorney Fee Claim**

## **LAW/ ANALYSIS**

### **I. Contractual Attorney Fees Issue**

Plaintiff argues that they are entitled to attorney fees because there is a contractual provision in the contract that states " Purchaser agrees to pay all costs and expenses, including a reasonable sum for attorney's fees incurred by Seller in terminating Purchaser's rights under this Agreement or claims to the property or in enforcing any or all rights of the terms of this Agreement, and in

appropriate judicial proceedings, if any or initiated to establish(ed) or maintain Seller's right or title to, and possession of said property after breach by Purchaser." Contract Page 6.

This clause is a similar clause to those routinely found in promissory notes and mortgages—that is the Plaintiff is entitled to a reasonable attorney fees for the cost of foreclosing the specific lien.

Once it is determined that there is a contractual right to attorney fees, the court must make a determination that the fees are reasonable according to a six factor test. "When determining what constitutes a "reasonable" attorney's fee, the trial court must consider the following six factors: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services. Dedes v. Strickland, 307 S.C. 155, 414 S.E.2d 134 (1992); Baron Data Sys., Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989).

Consideration should be given by the trial court to all six factors; none of the factors is controlling. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Sys., Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989).

The Court must make a finding on all six factors. When an award of attorney's fees is requested and authorized by contract or statute, the court should make specific findings of fact on the record for each factor set forth in Collins [v. Collins], 239 S.C. 170, 122 S.E.2d 1 (1961)."  
Blumberg v. Nealco, Inc., 310 S.C. 492, 494, 427 S.E.2d 659, 661 (1993). ( The Honorable Judge Ralph King Anderson, 2010 South Carolina Master-in-Equity Bench /Bar Seminar 6-25 ( 10-41 2010)).

Plaintiff has submitted three (3) attorney fees affidavits and an affidavit by Attorney John Koon to support their attorney fee claim. A review of the case file, the affidavits, the court's knowledge of these actions and fees charges, and the trial testimony dictates that attorney fees be awarded because (a) Defendant did not contest nor choose to cross examine Plaintiff counsel about the hours worked or claimed to have been worked, and (b) Plaintiff submitted affidavits satisfying the six factor attorney reasonableness test.

#### 1. The Nature, Extent and Difficulty of the Legal Services Rendered.

As noted above the pleadings, CMS status report, and counsels hearing arguments indicate that this was a well-contested case about the sale of property that contained a pond. There were counterclaims, defenses, third party claims etc, extensive discovery, mediations, motions filed and argued before various trial courts.

#### 2. The Time and Labor Necessarily Devoted to the Case

Plaintiff documented time. Defendant did not cross Plaintiff about time allocations contained on affidavit nor argue that he believed Plaintiff had not worked the time he claimed on affidavit.

#### 3. The Professional Standing of Counsel.

Plaintiff counsel's affidavits and attorney John Koon's affidavit noted his work experience, his length of practice, various trial and appellate work, legal associations and his Martindale-Hubbard AV attorney rating.

#### 4. The Contingency of Compensation.

Not applicable since this was not a contingency case.

#### 5. The Fee Customarily Charged in the Locality for Similar Legal Services.

The various affidavits contained the fee contract and hourly rates of \$200.00 etc. The court has reviewed nine years of attorney fee hourly rates from attorneys in this geographical area for not only foreclosures, but actions to foreclose on bonds for title, equitable mortgages, contracts for deeds, installment sales contracts etc. There is no question in this judge's mind that the court's knowledge plus matters contained in affidavits confirm that the fees based on a \$200 hourly rate satisfies this criteria for such a case and an experienced attorney.

#### 6. The Beneficial Results Obtained.

Plaintiff won. He successfully prosecuted his action; defended against defenses and counterclaims through discovery, and filed and argued motions.

While Plaintiff had demonstrated both a contractual right to attorney fees and that the fees are reasonable, the attorney fee claim is not a separate damage award.

The underlying action was to terminate any equitable interest Defendant had in the property, not to obtain a money or damage award. An Installment Land Contract has been described as the "poor man's mortgage." The two main cases governing these contracts are Lewis v. Premium Investment Corporation, 351 S.C. 167, 568 S.E.2d 361 (2002) and Cody Discount, Inc. v. Merritt, 368 S.C. 570, 629 S.E.2d 697 (Ct.App. 2006).

These cases make it clear that the purchaser in an Installment Land Contract may have an equity of redemption in the property after there is a default in payment. After the default, the Court must pursuant to case law and Rule 71, SCRPC determine if there is the Defendant has equity in the property. The first step in this analysis is for the court to determine the debt owned just like in a standard mortgage foreclosure. The principle, interest, allowable attorney fees and cost, escrows if applicable are calculated. Here, as in a mortgage foreclosure, the attorney fees are simple part of the debt calculation, not an independent damage award.

After the debt is calculated and the other factors such as property value, any defendant improvement or property are examined, case law and various legal journals basically explain that there are three possible fact scenarios: (a) if defendant has no equity in property, then proper remedy is to terminate equitable interest. (b) if some equity, then a 30 day (or some time period)

is granted to defendant to redeem or tender a full pay-off. (c) if substantial equity, then a court could order a public sale as in the case of a legal foreclosure. (See Andrew S. Radeker, Esq." 2008 South Carolina Master-in-Equity Bench /Bar Seminar 45-49 (08-41 2008)).

The foreclosure of the Installment Land Contract is most closely related to the mortgage foreclosure process in which the Plaintiff does not seek a deficiency judgment. While S.C. Code § 29-3-660 (1976 as amended) allows a Mortgagee the right to seek a deficiency judgment, there is no similar statute or case law which would allow a Plaintiff to obtain a separate judgment for attorney fees in an action to foreclosure an Installment Land Contract.

I further note that this argument, granting a separate award of attorney fees or an assignment of the attorney fees award from client to law firm has been made and universally rejected by our state trial courts over the last nine years.

## **II. RULE 11 Attorney Fee Claim**

Plaintiff's argument that attorney fees as sanctions should be imposed against defendant because the counsel raised or continued to prosecute improper defenses, failed to dismiss them after demand, and ultimately had summary judgment granted against them, is not persuasive.

While Plaintiff's case law does allow for sanctions in certain cases, I do not believe the facts and actions in this matter warrant sanctions under any Plaintiff theory.

Plaintiffs and Defendant both made a business decision to enter into this Conditional Sales Contract/Bond for Title. This arrangement often referred to as 'Owner-financing' results in the buyer paying the seller payments of a fixed period of time pursuant to the payment agreements of the sales document. The benefit to the Seller/Owner is that the seller, if all goes according to plan, will receive a long stream of interest and principal payments of a period of time. The benefit to the purchaser is that the purchaser who is often unable to afford conventional financing, can purchase the home and pay less closing cost type fees.

However, there is always the risk of non-payment which then requires a law suit in circuit court to foreclose the lien. Each decision made thereafter by both attorneys can, and often does, delay the trial date.

The parties could have filed no discovery and simply have waited until the case came up on the court administration benchmark (six months) and asked for a trial before a circuit court judge. Each decision to (1) file discovery or (2) Motions had to be carefully weighed by each attorney, in consultation with their respective clients, to best serve their case.

Trial delays generally can result from things such as (1) 7 month discovery time allowance (2) Attorney or court conflicts while establishing a scheduling Order (3) delays in court time scheduling, hearing and ruling on discovery motions (4) delay in court time scheduling, hearing and ruling on SJM (5) mediations (6) attorney generated request for continuances (7) Court conflict rules-which trial does first if conflict between courts etc.

As noted above, the Action page from the CMS system is attached. This list does not include discovery filed but not requiring court action (ie. Interrogatories, Request to Admit, Produce, etc.)

Rule 407 and the comments reflect the tension between the attorney's responsibility to represent his clients interest and his duty to the not use the legal system improperly. The rules discuss that a lawyer has responsibilities to (a) his client (b) to the legal system and to (3) the lawyer & firm's interest. These rules are designed to provide guideposts advising such things as:

Attorney must have basis in law and fact to plead or act.

Attorney has duty to use the legal procedure for the fullest benefit of the clients cause but also a duty not to abuse the legal system.

Comment 2 notes that an action is not frivolous even if lawyer doesn't believe his client will ultimately win so long as layer can in good faith believes law can be changed or modified, but cautions that attorney can't do things just for delay.

Comments to Rule 3.3 regarding duty to expedite litigation does not seem to indicate that defense attorney has duty to push case forward; but rather that attorney cannot do overt/improper acts to delay. Normally, a lawyer does not have an obligation to dismiss a claim or to quit based upon a request by another lawyer. Trials exist so that parties can argue their case before a judge and or jury to receive a decision pursuant to rules of law, evidence and procedure.

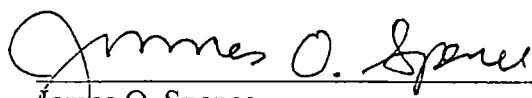
While Plaintiffs claim certain defense were not proper, defendant points out that the failure to raise possible defense could well have been malpractice. Defendant did file a Third Party Complaint against multiple Third Party Defendants which did complicate the case. Several of the Third Party Defendants paid the Defendant sums to settle the claims made against them.

The evidence does not support Plaintiff's claim that Defendant improperly or wrongful delayed court action required to impose sanctions.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:


For the reasons set forth above, the Plaintiffs' Motion is denied.

AND IT IS SO ORDERED.

  
James O. Spence  
Master in Equity for Lexington County

June 4, 2015

FILED  
2015 JUN -4 A 11:16  
BETH A. CARRIGE  
CLERK OF COURT  
LEXINGTON SC

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Master in Equity  
CASE HISTORY FOR CASE 2011CP3201781

Charles E Strickland III , plaintiff, et al VS Marjorie E Temple , defendant, et al

FILED DATE: 5/28/2013

CASE TYPE: CP/Foreclosure 420

STATUS: Dismissed

JUDGE: Spence, James O

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**CASE PARTIES:**

Plaintiff Strickland, Charles E III

---

Plaintiff Attorney Hall, Frederick Ivey III  
PO Box 1898, Lexington, SC 29071

---

Defendant Temple, Marjorie E

---

Plaintiff Strickland, Latisha D

---

Plaintiff Dillon, Justin R

---

Defendant Koivu, Russell

---

Defendant ERA Wilder Realty

---

Defendant Pickren, Gary A

---

Defendant Casterline, Rex

---

Defendant Harvey Casterline & Vallini LLP

---

Defendant Attorney Greenburg, Rolland E. III  
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Defendant Attorney Syrett, Spencer Andrew  
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Defendant Attorney Peace, M. Alan  
PO Box 11656, Columbia, SC 292111656

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Defendant Attorney Mack, Francis Marion  
1900 Barnwell St., Columbia, SC 29201

---

Defendant Attorney Peace, Taylor Anthony  
1331 Elmwood Avenue, Columbia, SC 292011656

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CASE HISTORY FOR CASE 2011CP3201781

Strickland, Charles E III

Age: Unknown  
DL#:

DOB: Unknown  
SSN: 000-00-0000

COST	ORIGINAL	BALANCE DUE	DISBURSED	PAY PRIORITY
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Total:

DATE	TIME	EVENT DESCRIPTION
5/11/2011	10:07 AM	Filing recorded: Lis Pendens Filed
5/11/2011	10:03 AM	Filing recorded: Summons & Complaint
5/3/2011	12:00 AM	Filing recorded: Acceptance Of Service for M Temple
7/28/2011	12:00 AM	Filing recorded: Answer Counterclaim & 3rd Party Sums & Comp
3/18/2011	12:00 AM	Filing recorded: Service/Acceptance Of Service
3/25/2011	12:00 AM	Filing recorded: Acceptance Of Service/Reg Agt for Harvey Casterling etc
3/9/2011	12:00 AM	Filing recorded: Answer/Wilder & R Koivu to 3rd party Comp
3/22/2011	9:24 AM	Filing recorded: Reply to Answer and Counterclaim
3/15/2011	12:00 AM	Filing recorded: Amended/Amended Certificate of Service
12/30/2011	12:54 PM	Motion/Motion Filing Fee
1/19/2012	3:11 PM	Order/Form 4
1/23/2012	12:00 AM	Filing recorded: AmendReply to Answ & Counter Claim and Third Party Compliant
10/31/2012	3:29 PM	Order/Form 4
11/21/2012	3:49 PM	Motion/Motion Filing Fee
1/4/2013	4:43 PM	Order/Order
1/22/2013	12:00 AM	Filing recorded: Affidavits in Support of Motion
1/22/2013	12:00 AM	Filing recorded: Memo in Support
1/7/2013	12:00 AM	Filing recorded: Affidavit of Charles Strickland III
1/30/2013	12:00 AM	Order/Protective Order
1/13/2013	10:18 AM	Order/Form 4
1/22/2013	4:41 PM	Motion/Motion Filing Fee
1/18/2013	9:50 AM	Order/Form 4
1/17/2013	2:10 PM	Filing recorded: Stipulation Of Dismissal of 3 3rd party defendants
1/20/2013	12:00 AM	Order Grantin SJ on Def Count Claim/Refer to Master
1/28/2013	12:00 AM	Order/Referred to Master
2/16/2011	11:40 AM	Notice of Motion Roster Publication Sent
2/30/2011	12:00 AM	Motion/Compel
1/7/2012	3:53 PM	Notice of Motion Roster Publication Sent
0/2/2012	10:49 AM	Notice of Motion Roster Publication Sent
1/13/2012	10:10 AM	Notice of Motion Roster Publication Sent

Print Date: 06/04/2015

Print Time: 11:14:18AM

Requested By: GFAIRCLOTH

CaseHistory.rpt V6.1

Page 2 of 4

CASE HISTORY FOR CASE 2011CP3201781

11/21/2012	12:00 AM	Motion/Summary Judgment
1/11/2013	11:37 AM	Notice of Motion Roster Publication Sent
2/25/2013	3:17 PM	Notice of Motion Roster Publication Sent
4/4/2013	1:15 PM	Notice of Motion Roster Publication Sent
2/8/2013	3:30 PM	Motion/Motion Filing Fee
5/21/2013	2:28 PM	Motion/Motion Filing Fee
5/21/2013	12:00 AM	Motion/Summary Judgment
3/20/2012	4:03 PM	Motion/Motion Filing Fee
1/14/2014	12:32 PM	Motion/Motion Filing Fee
3/26/2014	12:52 PM	ADR/Mediation Results Report
3/26/2014	12:52 PM	Filing recorded: ADR/Mediation Results Report/Filing
4/17/2014	3:27 PM	Motion/Motion Filing Fee
7/15/2014	10:30 AM	Filing recorded: Amended/Amended
7/15/2014	4:33 PM	Filing recorded: Memo/Memo in Support
7/15/2014	4:35 PM	Filing recorded: Affidavit/Attorney Fees
7/29/2014	10:08 AM	Filing recorded: Memo/Memo in Opposition
3/5/2014	1:44 PM	Order/Order
10/20/2014	12:04 PM	Filing recorded: Affidavit of John Koon
10/13/2014	12:05 PM	Filing recorded: Plt Reply Memo in Support of Motion to Award Fees and Sancti
10/23/2014	1:32 PM	Motion/Motion Filing Fee
10/13/2014	3:46 PM	Filing recorded: Certificate of Service
10/23/2014	4:28 PM	Plaintiffs Motion for Expedited Hearing
11/10/2014	10:33 AM	Filing recorded: Notice of Hearing
3/17/2015	3:45 PM	Filing recorded: Reply/Reply
12/11/2014	10:42 AM	Filing recorded: Transcript of Motion Hearing (original filed)
3/31/2015	8:52 AM	Filing recorded: Proof of Mailing
3/26/2015	2:36 PM	Filing recorded: Letter from Judge Spence to Parties
3/9/2013	12:00 AM	CMAY recorded the following Case Note: Case created via Master In Equity Case Transfer from agency 32002: Common Pleas
1/20/2012	12:00 AM	CMAY recorded the following Case Note: Motion to Make More Definate and Certain is granted by consent of the parties
1/2/2012	12:00 AM	CMAY recorded the following Case Note: Defendant Motion for Protective order is continued to the next term of court.
1/14/2013	12:00 AM	CMAY recorded the following Case Note: Case not to be called for trial before April 1, 2013.
1/22/2013	12:00 AM	CMAY recorded the following Case Note: Summary Judgement
1/22/2013	12:00 AM	CMAY recorded the following Case Note: Motion for Summary Judgement
1/13/2013	12:00 AM	CMAY recorded the following Case Note: Motion to Compel is granted.
1/29/2013	12:00 AM	CMAY recorded the following Case Note: Plaintiffs Motion for sj against the defendant is granted.
1/17/2013	12:00 AM	CMAY recorded the following Case Note: Dismissal of ALL CLAIMS OF 3RD PARTY DEFENDANT'S Gary Pickren, Rex Casterline and Harvey Casterline & Vanilli LLP
1/1/2013	12:00 AM	CMAY recorded the following Case Note: Moved to 2/07/2013 @ 2:00 p.m.
1/9/2013	12:00 AM	CMAY recorded the following Case Note: Costs rect & disb before August 1, 2013
1/14/2014	12:00 AM	WHENSON recorded the following Case Note: Creation of this action was triggered by the add of action "MOTION" - Motion/Motion Filing Fee for associated case 2011CP3201781 in court agency 32002
1/26/2014	12:00 AM	JMCCARTHA recorded the following Case Note: Creation of this action was triggered by the add of action "ADRRPT" - ADR/Mediation Results Report for associated case 2011CP3201781 in court agency 32002
1/26/2014	12:00 AM	JMCCARTHA recorded the following Case Note: Creation of this action was triggered by the add of action "ADRMRS" - ADR/Mediation Results Report/Filing for associated case 2011CP3201781 in court agency 32002

Print Date: 06/04/2015  
 Print Time: 11:14:18AM  
 Requested By: GFAIRCLOTH

**CASE HISTORY FOR CASE 2011CP3201781**

4/17/2014	12:00 AM	WHENSON recorded the following Case Note: Creation of this action was triggered by the add of action "MOTION" - Motion/Motion Filing Fee for associated case 2011CP3201781 in court agency 32002
7/17/2014	12:00 AM	JMCCARTHA recorded the following Case Note: Creation of this action was triggered by the add of action "AMENDA" - Amended/Amended for associated case 2011CP3201781 in court agency 32002
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3/8/2014	12:00 AM	PBENTON recorded the following Case Note: Creation of this action was triggered by the add of action "ORDER" - Order/Order for associated case 2011CP3201781 in court agency 32002
10/20/2014	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "AFFDVT" - Affidavit of John Koon for associated case 2011CP3201781 in court agency 32002
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10/23/2014	12:00 AM	CFREE recorded the following Case Note: Creation of this action was triggered by the add of action "CERTSERV" - Certificate of Service for associated case 2011CP3201781 in court agency 32002
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11/27/2015	12:00 AM	CEDWARDS recorded the following Case Note: Creation of this action was triggered by the add of action "TRANSR" - Transcript of Motion Hearing (original filed) for associated case 2011CP3201781 in court agency 32002
12/1/2015	12:00 AM	CEDWARDS recorded the following Case Note: Creation of this action was triggered by the add of action "SPROOFC" - Proof of Mailing for associated case 2011CP3201781 in court agency 32002
12/12/2015	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "LETTER" - Letter from Judge Spence to Parties for associated case 2011CP3201781 in court agency 32002

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2011CP3201781

Charles Strickland III et al

Marjorie E Temple

PLAINTIFF(S)

DEFENDANT(S)

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

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED:  See attached order  Statement of Judgment by the Court:

ORDER INFORMATION

This order  ends  does not end the case.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on June 15, 2015 and a copy mailed, emailed or placed in the appropriate attorney's box on this June 15, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

*Frederick I Hau III*  
*Jennifer Cooper*  
 ATTORNEY(S) FOR THE PLAINTIFF(S)

*Kelland Greenburg*  
 ATTORNEY(S) FOR THE DEFENDANT(S)

*Beth Cunningham*  
 CLERK OF COURT

*Spencer Syrett*  
*Maean Peace*  
*Jaylor Peace*

*Francis M Mac*

Master in Equity

CASE HISTORY FOR CASE 2011CP3201781

Charles E. Strickland III , plaintiff, et al VS Marjorie E Temple , defendant, et al

FILED DATE: 5/28/2013

CASE TYPE: CP/Foreclosure 420

STATUS: Dismissed

JUDGE: Spence, James O

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CASE PARTIES:

Plaintiff Strickland, Charles E III

---

Plaintiff Attorney Hall, Frederick Ivey III  
PO Box 1898, Lexington, SC 29071

---

Defendant Temple, Marjorie E

---

Plaintiff Strickland, Latisha D

---

Plaintiff Dillon, Justin R

---

Defendant Koivu, Russell

---

Defendant ERA Wilder Realty

---

Defendant Pickren, Gary A

---

Defendant Casterline, Rex

---

Defendant Harvey Casterline & Vallini LLP

---

Defendant Attorney Greenburg, Rolland E. III  
712 Calhoun St., Ste. D, Columbia, SC 29201

---

Defendant Attorney Syrett, Spencer Andrew  
PO Box 7403, Columbia, SC 292027403

---

Defendant Attorney Peace, M. Alan  
PO Box 11656, Columbia, SC 292111656

---

Defendant Attorney Mack, Francis Marion  
1900 Barnwell St., Columbia, SC 29201

---

Defendant Attorney Peace, Taylor Anthony  
1331 Elmwood Avenue, Columbia, SC 292011656

---

Strickland, Charles E III

Age: Unknown  
DL#:DOB: Unknown  
SSN: 000-00-0000

COST	ORIGINAL	BALANCE DUE	DISBURSED	PAY PRIORITY
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Total:

DATE	TIME	EVENT DESCRIPTION
5/11/2011	10:07 AM	Filing recorded: Lis Pendens Filed
5/11/2011	10:03 AM	Filing recorded: Summons & Complaint
5/3/2011	12:00 AM	Filing recorded: Acceptance Of Service for M Temple
7/28/2011	12:00 AM	Filing recorded: Answer Counterclaim & 3rd Party Sums & Comp
3/18/2011	12:00 AM	Filing recorded: Service/Acceptance Of Service
3/25/2011	12:00 AM	Filing recorded: Acceptance Of Service/Reg Agt for Harvey Casterling etc
3/9/2011	12:00 AM	Filing recorded: Answer/Wilder & R Koivu to 3rd party Comp
3/22/2011	9:24 AM	Filing recorded: Reply to Answer and Counterclaim
3/15/2011	12:00 AM	Filing recorded: Amended/Amended Certificate of Service
12/30/2011	12:54 PM	Motion/Motion Filing Fee
1/19/2012	3:11 PM	Order/Form 4
1/23/2012	12:00 AM	Filing recorded: AmendReply to Answ & Counter Claim and Third Party Compliant
10/31/2012	3:29 PM	Order/Form 4
11/21/2012	3:49 PM	Motion/Motion Filing Fee
1/4/2013	4:43 PM	Order/Order
1/22/2013	12:00 AM	Filing recorded: Affidavits in Support of Motion
1/22/2013	12:00 AM	Filing recorded: Memo in Support
2/7/2013	12:00 AM	Filing recorded: Affidavit of Charles Strickland III
1/30/2013	12:00 AM	Order/Protective Order
3/13/2013	10:18 AM	Order/Form 4
3/22/2013	4:41 PM	Motion/Motion Filing Fee
3/18/2013	9:50 AM	Order/Form 4
3/17/2013	2:10 PM	Filing recorded: Stipulation Of Dismissal of 3 3rd party defendants
3/20/2013	12:00 AM	Order Grantin SJ on Def Count Claim/Refer to Master
3/28/2013	12:00 AM	Order/Referred to Master
2/16/2011	11:40 AM	Notice of Motion Roster Publication Sent
2/30/2011	12:00 AM	Motion/Compel
7/7/2012	3:53 PM	Notice of Motion Roster Publication Sent
0/2/2012	10:49 AM	Notice of Motion Roster Publication Sent
1/13/2012	10:10 AM	Notice of Motion Roster Publication Sent

Print Date: 06/04/2015  
 Print Time: 11:14:18AM  
 Requested By: GFAIRCLOTH

CaseHistory.rpt V6.1

Page 2 of 4

CASE HISTORY FOR CASE 2011CP3201781

11/21/2012	12:00 AM	Motion/Summary Judgment
1/11/2013	11:37 AM	Notice of Motion Roster Publication Sent
2/25/2013	3:17 PM	Notice of Motion Roster Publication Sent
4/4/2013	1:15 PM	Notice of Motion Roster Publication Sent
2/8/2013	3:30 PM	Motion/Motion Filing Fee
5/21/2013	2:28 PM	Motion/Motion Filing Fee
5/21/2013	12:00 AM	Motion/Summary Judgment
3/20/2012	4:03 PM	Motion/Motion Filing Fee
1/14/2014	12:32 PM	Motion/Motion Filing Fee
3/26/2014	12:52 PM	ADR/Mediation Results Report
3/26/2014	12:52 PM	Filing recorded: ADR/Mediation Results Report/Filing
4/17/2014	3:27 PM	Motion/Motion Filing Fee
7/15/2014	10:30 AM	Filing recorded: Amended/Amended
7/15/2014	4:33 PM	Filing recorded: Memo/Memo in Support
7/15/2014	4:35 PM	Filing recorded: Affidavit/Attorney Fees
7/29/2014	10:08 AM	Filing recorded: Memo/Memo in Opposition
3/5/2014	1:44 PM	Order/Order
10/20/2014	12:04 PM	Filing recorded: Affidavit of John Koon
10/13/2014	12:05 PM	Filing recorded: Plt Reply Memo in Support of Motion to Award Fees and Sancti
10/23/2014	1:32 PM	Motion/Motion Filing Fee
10/13/2014	3:46 PM	Filing recorded: Certificate of Service
10/23/2014	4:28 PM	Plaintiffs Motion for Expedited Hearing
11/10/2014	10:33 AM	Filing recorded: Notice of Hearing
3/17/2015	3:45 PM	Filing recorded: Reply/Reply
12/11/2014	10:42 AM	Filing recorded: Transcript of Motion Hearing (original filed)
3/31/2015	8:52 AM	Filing recorded: Proof of Mailing
3/26/2015	2:36 PM	Filing recorded: Letter from Judge Spence to Parties
3/9/2013	12:00 AM	CMAY recorded the following Case Note: Case created via Master In Equity Case Transfer from agency 32002: Common Pleas
1/20/2012	12:00 AM	CMAY recorded the following Case Note: Motion to Make More Definate and Certain is granted by consent of the parties
11/2/2012	12:00 AM	CMAY recorded the following Case Note: Defendant Motion for Protective order is continued to the next term of court.
1/14/2013	12:00 AM	CMAY recorded the following Case Note: Case not to be called for trial before April 1, 2013.
1/22/2013	12:00 AM	CMAY recorded the following Case Note: Summary Judgement
1/22/2013	12:00 AM	CMAY recorded the following Case Note: Motion for Summary Judgement
3/13/2013	12:00 AM	CMAY recorded the following Case Note: Motion to Compel is granted.
3/29/2013	12:00 AM	CMAY recorded the following Case Note: Plaintiffs Motion for sj against the defendant is granted.
3/17/2013	12:00 AM	CMAY recorded the following Case Note: Dismissal of ALL CLAIMS OF 3RD PARTY DEFENDANTS Gary Pickren, Rex Casterline and Harvey Casterline & Vanilli LLP
2/1/2013	12:00 AM	CMAY recorded the following Case Note: Moved to 2/07/2013 @ 2:00 p.m.
3/9/2013	12:00 AM	CMAY recorded the following Case Note: Costs rect & disb before August 1, 2013
7/14/2014	12:00 AM	WHENSON recorded the following Case Note: Creation of this action was triggered by the add of action "MOTION" - Motion/Motion Filing Fee for associated case 2011CP3201781 in court agency 32002
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STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2011CP3201781

Charles Strickland III et al

Marjorie E Temple

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for :  Plaintiff  Defendant.

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
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- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other \_\_\_\_\_

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IT IS ORDERED AND ADJUDGED:  See attached order  Statement of Judgment by the Court:

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Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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Frederick I Hau III  
Jennifer Cooper  
ATTORNEY(S) FOR THE PLAINTIFF(S)

Kelland Greenburg  
ATTORNEY(S) FOR THE DEFENDANT(S)

Beth Cunningham  
CLERK OF COURT

Spencer Syrett  
Maean Place  
Jaylor Peace

Francis M Mack

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS FOR THE  
ELEVENTH JUDICIAL CIRCUIT

Charles E. Strickland, III, )  
Latisha Strickland, and )  
Justin R. Dillon, )

Plaintiffs, )

vs. )

Marjorie E. Temple, )

Defendant. )

DEFENDANT'S  
MEMORANDUM IN RESPONSE TO  
PLAINTIFFS' 59(e) MOTION

2011-CP-32-1781

Marjorie E. Temple, )

Third Party Plaintiff, )

vs. )

Russell Koivu, )  
ERA Wilder Realty, Inc., )  
Gary A. Pickren, )  
Rex Casterline, and )  
Harvey Casterline & Vallini, LLP, )

Third Party Defendants. )

The Defendant responds as follows:

TIMELINESS

Rule 59(e) states as follows:

A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.

The Master in Equity signed the Order on June 4, 2015. The Clerk of Court clocked the order on June 4, 2015. On June 4, 2015, Ms. Leslie Shealy, Court Assistant to the Master, e-mailed a copy of the clocked copy of the order to each of the attorneys. She sent Mr. Hall his copy at the following email address: [rick@sctrialattorneys.com](mailto:rick@sctrialattorneys.com)

On June 16, 2015, Ms. Mona Huggins, clerk in the Clerk's office e-mailed a clocked copy of the order to the attorneys. She sent Mr. Hall his copy at the same address.

For purposes of Rule 59(e), The Clerk entered the Order on June 4 and the time for a Motion on Rule 59(e) started running. That time expired on June 15, 2015.

The Plaintiff filed his motion on June 26, 2015.

The Plaintiffs' motion should be dismissed as not being timely filed.

#### GOOD GROUNDS

The Plaintiffs seek to have the Court define the "good grounds" for the Defendant to assert counterclaims in her answer. The Court's Order adequately addresses this issue.

The Plaintiffs repeatedly state that the Court denied them an award of attorney fees. This is incorrect. The Court awarded all of the fees sought by the Plaintiffs but added those fees to the amount due under the contract. The Court had already determined that there was no equity in the property. The result is an award with no avenue available to the Plaintiffs to collect the fees. Because the Plaintiffs are not entitled to a deficiency judgment, the Court's procedure is entirely appropriate.

#### IMPAIRING OF THE OBLIGATIONS OF CONTRACT

The Plaintiffs claim that the Court's failure to award attorneys fees separately from the Order terminating the Contract is the "impairment of a valid legal contract."

The Plaintiffs have not previously made an argument on this ground. A party cannot for the first time raise an issue by way of a Rule 59(e) motion which could have been raised at trial. Patterson v. Reid, 318 S.C. 183, 456 S.E.2d 436 (Ct. App. 1995),

A party cannot use a Rule 59(e) motion to present an issue to the court that could have been raised prior to judgment but was not so raised. Fields v. Reg'l Med. Ctr. Orangeburg, 363 S.C. 19, 27, 609 S.E.2d 506, 510 (2005) (citing generally C.A.H., 315 S.C. at 392, 434 S.E.2d at 270); Patterson, 318 S.C. at 185, 456 S.E.2d at 437; Hickman, 301 S.C. at 456, 392 S.E.2d at 482); see also McMillan v. S.C. Dep't of Agric., 364 S.C. 60, 67, 611 S.E.2d 323, 327 (Ct.App. 2005) (issue not preserved "because it cannot be raised for the first time in a motion to alter or amend."), cert. granted (Feb. 14, 2007). "[A] party cannot use a motion to reconsider, alter or amend a

judgment to present an issue that could have been raised prior to the judgment but was not." RRR, Inc. v. Toggas, 378 S.C. 174, 185, 662 S.E.2d 438, 443 (Ct.App. 2008) (citing Dixon v. Dixon, 362 S.C. 388, 399, 608 S.E.2d 849, 854 (2005)). Coastal Conservation v. Dept. Of Health, 380 S.C. 349, 669 S.E.2d 899 (Ct.App. 2008)

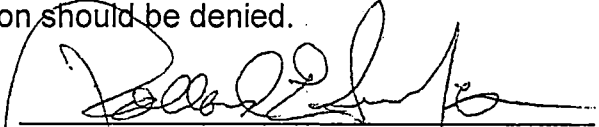
#### CONCLUSION

The Motion filed by the Plaintiffs was not timely filed.

The first part of the motion has been adequately addressed in the Order.

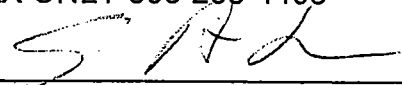
The second part of the motion raises an issue that could and should have been raised prior to the Order. It was not and is therefore not appropriate for a motion under Rule 59(e).

For the reasons stated herein, the Motion should be denied.



---

Rolland E. Greenburg, III SC BAR 13161  
Attorney for the Defendant  
712 Calhoun, Suite D  
Columbia, SC 29201  
803-256-4408  
FAX ONLY 803-256-4403



---

Spencer Andrew Syrett SC BAR 05459  
Attorney for the Defendant  
712 Richland Street, Suite E  
P.O. Box 7403  
Columbia, SC 29202  
803-765-2110  
FAX ONLY 803-765-9950  
syrettlaw@sc.rr.com

July 27, 2015

ORIGINAL

STATE OF SOUTH CAROLINA )  
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS FOR THE  
ELEVENTH JUDICIAL CIRCUIT

Charles E. Strickland, III, )  
Latisha Strickland, and )  
Justin R. Dillon, )

Plaintiffs, )

vs. )

Marjorie E. Temple, )  
Defendant. )

Marjorie E. Temple, )  
Third Party Plaintiff, )

vs. )

Russell Koivu, )  
ERA Wilder Realty, Inc., )  
Gary A. Pickren, )  
Rex Casterline, and )  
Harvey Casterline & Vallini, LLP, )

Third Party Defendants. )

RECEIVED

OCT 30 2015

SC Court of Appeals

ORDER DENYING RULE 59(e) MOTION

2011-CP-32-1781

ESTHER A. CAMPBELL  
CLERK OF COURT  
LEXINGTON SC

2015 SEP -1 P 1:09

FILED

This matter came before the Court on Plaintiffs' Motion to Reconsider this Court's Order dated June 4, 2015. For the reasons set forth below, the Court denies the Motion.

**TIMELINESS**

The Defendant argued that the Plaintiffs' motion was not timely. The Court rejects this argument.

The Court signed the Order on June 4, 2015, and clocked the order in the Clerk's Office on June 4, 2015. Although this Court sent out a courtesy copy ( without a filed Form 4) of the clocked Order to counsel on June 4, 2015, this courtesy copy was not notice of the entry of the judgment. The Clerk's Office notified the parties of the entry of

the Order on June 16, 2015. Judgments are entered pursuant to Rule 58, SCRCP:

(2) upon a decision by the court granting other relief, or upon a special verdict or a general verdict accompanied by answers to interrogatories, the court shall promptly prepare the form of the judgment, or direct counsel to promptly prepare the form of judgment, to which may be attached the decision, order or opinion of the court, and after review and approval by the court, the clerk shall promptly enter it.

Every judgment shall be set forth on a separate document. A judgment is effective only when so set forth and entered in the record. Entry of the judgment should not be delayed for the taxing of costs.

The Plaintiffs' Motion to reconsider was timely served and filed.

#### **DENIAL OF RULE 11 SANCTIONS**

The Plaintiffs assert that the Court's Order fails to set forth the "good grounds" which support the Defendant's Answer and Counterclaim. The Court has reviewed the Order and finds that it adequately addresses the issue.

#### **ATTORNEY FEES ISSUES**

#### **IMPAIRMENT OF THE OBLIGATIONS OF CONTRACT**

Plaintiffs claim that the Court's order impairs the obligations of contract in violation of the Constitutions of the United States and South Carolina.

The Court has reviewed the record in the case and does not find any prior trial presentation of this argument to the Court. The court did not understand this claim to be at issue at trial and did not request that the parties brief the issue in their respective post trial memos. Thereafter, the issue was not addressed in the (a) post trial memos (b) court's decision memorandum (c) Plaintiff's letter addressing perceived shortcomings in Defendant's proposed Order. The issue was first clearly raised in Plaintiff's Rule 59 Motion. A party cannot for the first time raise an issue by way of a Rule 59(e) motion which could have been raised at trial. Patterson v. Reid, 318 S.C. 183, 456 S.E.2d 436 (Ct. App. 1995).

## HOW ATTORNEY FEES AFFECT DEBT IN FORECLOSURE ACTIONS

Although the Plaintiffs claim that the Order is a denial of an award of attorney fees, the Court awarded the fees that Plaintiffs sought.

While Plaintiff pled two causes of action, both requested termination of the defendant's equitable interest in the property. This action is a foreclosure of an equitable mortgage of real estate. Although based on a contract, it is not a breach of contract action. A plaintiff in this type of action cannot change the equitable mortgage into a simple lease agreement. The Supreme Court has made it clear that foreclosure is only proper way to adjudicate this issue. Lewis v. Premium Investment Corporation, 351 S.C. 167, 568 S.E.2d 361 (2002); Cody Discount, Inc. v. Merritt, 368 S.C. 570, 629 S.E.2d 697 (Ct.App. 2006)

In order to foreclose a lien, the Plaintiff must first establish the amount of the debt. Rule 71(a), SCRCP. The Rule requires the Court to determine the total debt:

Actions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53. In foreclosure actions the judge or master shall compute the amounts due the plaintiff and any other claimants, which amounts when determined shall be the total debt due to each. The total debt shall as a minimum set forth clearly the principal due upon default, the rate of interest and interest from date of default to hearing date, any other relevant interest charged, any amounts due or to be credited on escrow items, the taxable costs of collection prior to hearing, and the amount of allowable attorneys fees due and anticipated through conclusion of the action.

As set forth in the cases described above, in the foreclosure of an installment land contract, a court should examine various factors to determine the appropriate remedy. A court may compare the amount of the debt with the value of the property. If the property is worth more than the amount of the debt, then the property may be sold by the Court. If the property is worth less than the amount of the debt, the Court may terminate the contract and any equity of redemption. Or, if there is some equity, allow a time period for the Defendant to pay the debt and redeem the property. Plaintiff did not

claim nor plead any right to a deficiency judgment in this foreclosure of an installment land contract.


Once the principal, debt, interest, attorney fees etc. were considered, the Defendant conceded, and Plaintiff did not contest, that there is no equity in the property. Just as a Plaintiff in a traditional mortgage foreclosure must plead and prove it's entitlement to attorneys fee, the attorney fees in this case were not a separate damage award, but these fees are, as described above, elements of the debt that must be established to determine the debt, so as to determine the proper remedy which was terminating the equitable interest in the property.

Therefore the appropriate relief in this case, as plead, and argued, is termination of the Contract.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

For the reasons set forth above, the Plaintiffs' Motion is denied.

AND IT IS SO ORDERED.

  
James O. Spence  
Master in Equity for Lexington County

September 1 2015

FILED  
2015 SEP -1 P 1:09  
PETER A. CALDWELL  
CLERK OF COURT  
LEXINGTON SC

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS FOR THE  
ELEVENTH JUDICIAL CIRCUIT  
CASE #: 2011-CP-32-1781

Charles E. Strickland, III, )  
Latisha Strickland, and )  
Justin R. Dillon, )

Plaintiffs, )

vs. )

Marjorie E. Temple, )  
 )  
Defendant. )

Marjorie E. Temple, )  
 )  
Third Party Plaintiff, )

vs. )

Russell Koivu, )  
ERA Wilder Realty, Inc., )  
Gary A. Pickren, )  
Rex Casterline, and )  
Harvey Casterline & Vallini, LLP, )

Third Party Defendants. )

**COPY**

ORDER  
(ATTORNEY FEES)

**RECEIVED**

OCT 30 2015  
SC Court of Appeals

DETHA A. CARRISS  
CLERK OF COURT  
LEXINGTON SC

2015 JUN -4 A 11:16

**FILED**

While this court earlier terminated the underlying Conditional Sales Contract/Bond for Title because the Defendant admitted that she had not made sufficient payments to create a right of equitable redemption the property, Plaintiffs' claim for a separate award of attorney fees under two theories: 1) the contract provides for attorney fees and 2) the Defendant's Rule 11 violations entitled the Plaintiffs to sanctions was held in abeyance pending submission of memos by respective parties.

**FACTS: PROCEDURAL HISTORY**

May 10, 2011 Plaintiff files an Action to Foreclose on Equitable interest in real property and or terminate a conditional sales agreement and bond for title. Attached to the complaint was a recorded fourteen (14) page Conditional Sales Agreement/Bond for Title containing language that Attorney represented the Seller, and that Purchase could obtain attorney, independent title search etc.

1-

Defendant responded with eleven (11) count Answer, Counterclaim and Third Party Complaint against Real Estate Agents and Law Firm involved in closing.

The Complaint, Answer and other pleadings detail how the Plaintiffs and Defendant entered into their agreement on April 6, 2009. The property was sold "as-is." The agreement noted that there was a pond and dam on the property. The first payment was to be May, 2009. One of Defendant's responses was that the (1) property had a dam on it (2) the Association which was to manage the pond was defunct (3) Defendant had told Plaintiffs that Defendant wanted to build or locate a home on the property. (4) That a significant portion of the property was subject to flood plain which meant a home could not be built or placed there,

Hearing testimony and a review of case history reveals that extensive discovery, discovery motions and dispositive motions, mediation and other process occurred. (See attached CMS Case History Screen Shot)

May 28, 2013 the Order referring the case to the Office of Master-in-Equity was filed.

June 20, 2013 the Order was submitted to the Master-in-Equity Office with a request for a hearing.

July 3, 2014 the case was heard pursuant to agreed date between attorneys and court. Plaintiffs argue that the Circuit Court grant of Summary Judgment and Defendant's failure to withdraw claims timely pursuant to Plaintiffs 'demand, warrant a court imposition of sanctions. Defendant's counsel responds that he had duty to represent client, fully investigate, conduct discovery etc and that all delays in case were not directly caused by Defendant. Defendant also claims that Plaintiff has failed to prove case law specific six (6) factors entitling them to award of attorney fees or if so entitled, the attorney fees are not a separate award, but simply added to the debt.

August 5, 2014, Order entered terminating contract and finding no equity.

## **ISSUES**

- I. Contractual Attorney Fee Claim**
- II. Rule 11 Attorney Fee Claim**

## **LAW/ANALYSIS**

### **I. Contractual Attorney Fees Issue**

Plaintiff argues that they are entitled to attorney fees because there is a contractual provision in the contract that states " Purchaser agrees to pay all costs and expenses, including a reasonable sum for attorney's fees incurred by Seller in terminating Purchaser's rights under this Agreement or claims to the property or in enforcing any or all rights of the terms of this Agreement, and in

appropriate judicial proceedings, if any or initiated to establish(ed) or maintain Seller's right or title to, and possession of said property after breach by Purchaser." Contract Page 6.

This clause is a similar clause to those routinely found in promissory notes and mortgages—that is the Plaintiff is entitled to a reasonable attorney fees for the cost of foreclosing the specific lien.

Once it is determined that there is a contractual right to attorney fees, the court must make a determination that the fees are reasonable according to a six factor test. "When determining what constitutes a "reasonable" attorney's fee, the trial court must consider the following six factors: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services. Dedes v. Strickland, 307 S.C. 155, 414 S.E.2d 134 (1992); Baron Data Sys., Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989).

Consideration should be given by the trial court to all six factors; none of the factors is controlling. Taylor v. Medenica, 331 S.C. 575, 503 S.E.2d 458 (1998); Baron Data Sys., Inc. v. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989).

The Court must make a finding on all six factors. When an award of attorney's fees is requested and authorized by contract or statute, the court should make specific findings of fact on the record for each factor set forth in Collins [v. Collins], 239 S.C. 170, 122 S.E.2d 1 (1961)." Blumberg v. Nealco, Inc., 310 S.C. 492, 494, 427 S.E.2d 659, 661 (1993). ( The Honorable Judge Ralph King Anderson, 2010 South Carolina Master-in-Equity Bench /Bar Seminar 6-25 ( 10-41 2010)).

Plaintiff has submitted three (3) attorney fees affidavits and an affidavit by Attorney John Koon to support their attorney fee claim. A review of the case file, the affidavits, the court's knowledge of these actions and fees charges, and the trial testimony dictates that attorney fees be awarded because (a) Defendant did not contest nor choose to cross examine Plaintiff counsel about the hours worked or claimed to have been worked, and (b) Plaintiff submitted affidavits satisfying the six factor attorney reasonableness test.

#### 1. The Nature, Extent and Difficulty of the Legal Services Rendered.

As noted above the pleadings, CMS status report, and counsels hearing arguments indicate that this was a well-contested case about the sale of property that contained a pond. There were counterclaims, defenses, third party claims etc, extensive discovery, mediations, motions filed and argued before various trial courts.

#### 2. The Time and Labor Necessarily Devoted to the Case

Plaintiff documented time. Defendant did not cross Plaintiff about time allocations contained on affidavit nor argue that he believed Plaintiff had not worked the time he claimed on affidavit.

#### 3. The Professional Standing of Counsel.

Plaintiff counsel's affidavits and attorney John Koon's affidavit noted his work experience, his length of practice, various trial and appellate work, legal associations and his Martindale-Hubbard AV attorney rating.

#### 4. The Contingency of Compensation.

Not applicable since this was not a contingency case.

#### 5. The Fee Customarily Charged in the Locality for Similar Legal Services.

The various affidavits contained the fee contract and hourly rates of \$200.00 etc. The court has reviewed nine years of attorney fee hourly rates from attorneys in this geographical area for not only foreclosures, but actions to foreclose on bonds for title, equitable mortgages, contracts for deeds, installment sales contracts etc. There is no question in this judge's mind that the court's knowledge plus matters contained in affidavits confirm that the fees based on a \$200 hourly rate satisfies this criteria for such a case and an experienced attorney.

#### 6. The Beneficial Results Obtained.

Plaintiff won. He successfully prosecuted his action; defended against defenses and counterclaims through discovery, and filed and argued motions.

While Plaintiff had demonstrated both a contractual right to attorney fees and that the fees are reasonable, the attorney fee claim is not a separate damage award.

The underlying action was to terminate any equitable interest Defendant had in the property, not to obtain a money or damage award. An Installment Land Contract has been described as the "poor man's mortgage." The two main cases governing these contracts are Lewis v. Premium Investment Corporation, 351 S.C. 167, 568 S.E.2d 361 (2002) and Cody Discount, Inc. v. Merritt, 368 S.C. 570, 629 S.E.2d 697 (Ct.App. 2006).

These cases make it clear that the purchaser in an Installment Land Contract may have an equity of redemption in the property after there is a default in payment. After the default, the Court must pursuant to case law and Rule 71, SCRPC determine if there is the Defendant has equity in the property. The first step in this analysis is for the court to determine the debt owned just like in a standard mortgage foreclosure. The principle, interest, allowable attorney fees and cost, escrows if applicable are calculated. Here, as in a mortgage foreclosure, the attorney fees are simple part of the debt calculation, not an independent damage award.

After the debt is calculated and the other factors such as property value, any defendant improvement or property are examined, case law and various legal journals basically explain that there are three possible fact scenarios: (a) if defendant has no equity in property, then proper remedy is to terminate equitable interest. (b) if some equity, then a 30 day (or some time period)

is granted to defendant to redeem or tender a full pay-off. (c) if substantial equity, then a court could order a public sale as in the case of a legal foreclosure. (See Andrew S. Radeker, Esq." 2008 South Carolina Master-in-Equity Bench /Bar Seminar 45-49 (08-41 2008).

The foreclosure of the Installment Land Contract is most closely related to the mortgage foreclosure process in which the Plaintiff does not seek a deficiency judgment .While S.C. Code § 29-3-660 ( 1976 as amended) allows a Mortgagee the right to seek a deficiency judgment, there is no similar statute or case law which would allow a Plaintiff to obtain a separate judgment for attorney fees in an action to foreclosure an Installment Land Contract.

I further note that this argument, granting a separate award of attorney fees or an assignment of the attorney fees award from client to law firm has been made and universally rejected by our state trial courts over the last nine years.

## II. RULE 11 Attorney Fee Claim

Plaintiff's argument that attorney fees as sanctions should be imposed against defendant because the counsel raised or continued to prosecute improper defenses, failed to dismiss them after demand, and ultimately had summary judgment granted against them, is not persuasive.

While Plaintiff's case law does allow for sanctions in certain cases, I do not believe the facts and actions in this matter warrant sanctions under any Plaintiff theory.

Plaintiffs and Defendant both made a business decision to enter into this Conditional Sales Contract/Bond for Title. This arrangement often referred to as 'Owner-financing" results in the buyer paying the seller payments of a fixed period of time pursuant to the payment agreements of the sales document. The benefit to the Seller/Owner is that the seller, if all goes according to plan, will receive a long stream of interest and principal payments of a period of time. The benefit to the purchaser is that the purchaser who is often unable to afford conventional financing, can purchase the home and pay less closing cost type fees.

However, there is always the risk of non-payment which then requires a law suit in circuit court to foreclose the lien. Each decision made thereafter by both attorneys can, and often does, delay the trial date.

The parties could have filed no discovery and simply have waited until the case came up on the court administration benchmark (six months) and asked for a trial before a circuit court judge. Each decision to (1) file discovery or (2) Motions had to be carefully weighed by each attorney, in consultation with their respective clients, to best serve their case.

Trial delays generally can result from things such as (1) 7 month discovery time allowance (2) Attorney or court conflicts while establishing a scheduling Order (3) delays in court time scheduling, hearing and ruling on discovery motions (4) delay in court time scheduling, hearing, and ruling on SJM (5) mediations (6) attorney generated request for continuances (7) Court conflict rules-which trial does first if conflict between courts etc.

As noted above, the Action page from the CMS system is attached. This list does not include discovery filed but not requiring court action (ie. Interrogatories, Request to Admit, Produce, etc.)

Rule 407 and the comments reflect the tension between the attorney's responsibility to represent his clients interest and his duty to the not use the legal system improperly. The rules discuss that a lawyer has responsibilities to (a) his client (b) to the legal system and to (3) the lawyer & firm's interest. These rules are designed to provide guideposts advising such things as:

Attorney must have basis in law and fact to plead or act.

Attorney has duty to use the legal procedure for the fullest benefit of the clients cause but also a duty not to abuse the legal system.

Comment 2 notes that an action is not frivolous even if lawyer doesn't believe his client will ultimately win so long as layer can in good faith believes law can by changed or modified, but cautions that attorney can't do things just for delay.

Comments to Rule 3.3 regarding duty to expedite litigation does not seem to indicate that defense attorney has duty to push case forward, but rather that attorney cannot do overt/improper acts to delay. Normally, a lawyer does not have an obligation to dismiss a claim or to quit based upon a request by another lawyer. Trials exist so that parties can argue their case before a judge and or jury to receive a decision pursuant to rules of law, evidence and procedure.

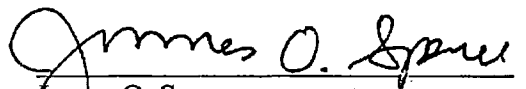
While Plaintiffs claim certain defense were not proper, defendant points out that the failure to raise possible defense could well have been malpractice. Defendant did file a Third Party Complaint against multiple Third Party Defendants which did complicate the case. Several of the Third Party Defendants paid the Defendant sums to settle the claims made against them.

The evidence does not support Plaintiff's claim that Defendant improperly or wrongful delayed court action required to impose sanctions.


IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

For the reasons set forth above, the Plaintiffs' Motion is denied.

AND IT IS SO ORDERED.

  
James O. Spence  
Master in Equity for Lexington County

June 4, 2015

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2015 JUN -4 A 11:16  
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CLERK OF COURT  
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6-

Master in Equity

CASE HISTORY FOR CASE 2011CP3201781

Charles E Strickland III , plaintiff, et al VS Marjorie E Temple , defendant, et al

FILED DATE: 5/28/2013

CASE TYPE: CP/Foreclosure 420

STATUS: Dismissed

JUDGE: Spence, James O

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CASE PARTIES:

Plaintiff Strickland, Charles E III

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Plaintiff Attorney Hall, Frederick Ivey III  
PO Box 1898, Lexington, SC 29071

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Defendant Temple, Marjorie E

---

Plaintiff Strickland, Latisha D

---

Plaintiff Dillon, Justin R

---

Defendant Koivu, Russell

---

Defendant ERA Wilder Realty

---

Defendant Pickren, Gary A

---

Defendant Casterline, Rex

---

Defendant Harvey Casterline & Vallini LLP

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Defendant Attorney Greenburg, Rolland E. III  
712 Calhoun St., Ste. D, Columbia, SC 29201

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Defendant Attorney Syrett, Spencer Andrew  
PO Box 7403, Columbia, SC 292027403

---

Defendant Attorney Peace, M. Alan  
PO Box 11656, Columbia, SC 292111656

---

Defendant Attorney Mack, Francis Marion  
1900 Barnwell St., Columbia, SC 29201

---

Defendant Attorney Peace, Taylor Anthony  
1331 Elmwood Avenue, Columbia, SC 292011656

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CASE HISTORY FOR CASE 2011CP3201781

Strickland, Charles E III

Age: Unknown  
DL#:

DOB: Unknown  
SSN: 000-00-0000

COST	ORIGINAL	BALANCE DUE	DISBURSED	PAY PRIORITY
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Total:

DATE	TIME	EVENT DESCRIPTION
5/11/2011	10:07 AM	Filing recorded: Lis Pendens Filed
5/11/2011	10:03 AM	Filing recorded: Summons & Complaint
6/3/2011	12:00 AM	Filing recorded: Acceptance Of Service for M Temple
7/28/2011	12:00 AM	Filing recorded: Answer Counterclaim & 3rd Party Sums & Comp
8/18/2011	12:00 AM	Filing recorded: Service/Acceptance Of Service
8/25/2011	12:00 AM	Filing recorded: Acceptance Of Service/Reg Agt for Harvey Casterling etc
9/9/2011	12:00 AM	Filing recorded: Answer/Wilder & R Koivu to 3rd party Comp
9/22/2011	9:24 AM	Filing recorded: Reply to Answer and Counterclaim
9/15/2011	12:00 AM	Filing recorded: Amended/Amended Certificate of Service
12/30/2011	12:54 PM	Motion/Motion Filing Fee
1/19/2012	3:11 PM	Order/Form 4
1/23/2012	12:00 AM	Filing recorded: AmendReply to Answ & Counter Claim and Third Party Compliant
10/31/2012	3:29 PM	Order/Form 4
11/21/2012	3:49 PM	Motion/Motion Filing Fee
1/4/2013	4:43 PM	Order/Order
1/22/2013	12:00 AM	Filing recorded: Affidavits in Support of Motion
1/22/2013	12:00 AM	Filing recorded: Memo in Support
2/7/2013	12:00 AM	Filing recorded: Affidavit of Charles Strickland III
1/30/2013	12:00 AM	Order/Protective Order
3/13/2013	10:18 AM	Order/Form 4
3/22/2013	4:41 PM	Motion/Motion Filing Fee
3/18/2013	9:50 AM	Order/Form 4
5/17/2013	2:10 PM	Filing recorded: Stipulation Of Dismissal of 3 3rd party defendants
5/20/2013	12:00 AM	Order Grantin SJ on Def Count Claim/Refer to Master
5/28/2013	12:00 AM	Order/Referred to Master
12/16/2011	11:40 AM	Notice of Motion Roster Publication Sent
12/30/2011	12:00 AM	Motion/Compel
5/7/2012	3:53 PM	Notice of Motion Roster Publication Sent
10/2/2012	10:49 AM	Notice of Motion Roster Publication Sent
11/13/2012	10:10 AM	Notice of Motion Roster Publication Sent

Print Date: 06/04/2015  
Print Time: 11:14:18AM  
Requested By: GFAIRCLOTH

CaseHistory.rpt V6.1

**CASE HISTORY FOR CASE 2011CP3201781**

11/21/2012	12:00 AM	Motion/Summary Judgment
1/11/2013	11:37 AM	Notice of Motion Roster Publication Sent
2/25/2013	3:17 PM	Notice of Motion Roster Publication Sent
4/4/2013	1:15 PM	Notice of Motion Roster Publication Sent
2/8/2013	3:30 PM	Motion/Motion Filing Fee
5/21/2013	2:28 PM	Motion/Motion Filing Fee
5/21/2013	12:00 AM	Motion/Summary Judgment
8/20/2012	4:03 PM	Motion/Motion Filing Fee
1/14/2014	12:32 PM	Motion/Motion Filing Fee
3/26/2014	12:52 PM	ADR/Mediation Results Report
3/26/2014	12:52 PM	Filing recorded: ADR/Mediation Results Report/Filing
4/17/2014	3:27 PM	Motion/Motion Filing Fee
7/15/2014	10:30 AM	Filing recorded: Amended/Amended
7/15/2014	4:33 PM	Filing recorded: Memo/Memo in Support
7/15/2014	4:35 PM	Filing recorded: Affidavit/Attorney Fees
7/29/2014	10:08 AM	Filing recorded: Memo/Memo in Opposition
8/5/2014	1:44 PM	Order/Order
10/20/2014	12:04 PM	Filing recorded: Affidavit of John Koon
10/13/2014	12:05 PM	Filing recorded: Plt Reply Memo in Support of Motion to Award Fees and Sancti
10/23/2014	1:32 PM	Motion/Motion Filing Fee
10/13/2014	3:46 PM	Filing recorded: Certificate of Service
10/23/2014	4:28 PM	Plaintiffs Motion for Expedited Hearing
11/10/2014	10:33 AM	Filing recorded: Notice of Hearing
3/17/2015	3:45 PM	Filing recorded: Reply/Reply
12/11/2014	10:42 AM	Filing recorded: Transcript of Motion Hearing (original filed)
3/31/2015	8:52 AM	Filing recorded: Proof of Mailing
3/26/2015	2:36 PM	Filing recorded: Letter from Judge Spence to Parties
8/9/2013	12:00 AM	CMAY recorded the following Case Note: Case created via Master In Equity Case Transfer from agency 32002: Common Pleas
1/20/2012	12:00 AM	CMAY recorded the following Case Note: Motion to Make More Definate and Certain is granted by consent of the parties
11/2/2012	12:00 AM	CMAY recorded the following Case Note: Defendant Motion for Protective order is continued to the next term of court.
1/14/2013	12:00 AM	CMAY recorded the following Case Note: Case not to be called for trial before April 1, 2013.
1/22/2013	12:00 AM	CMAY recorded the following Case Note: Summary Judgement
1/22/2013	12:00 AM	CMAY recorded the following Case Note: Motion for Summary Judgement
3/13/2013	12:00 AM	CMAY recorded the following Case Note: Motion to Compel is granted.
3/29/2013	12:00 AM	CMAY recorded the following Case Note: Plaintiffs Motion for sj against the defendant is granted.
5/17/2013	12:00 AM	CMAY recorded the following Case Note: Dismissal of ALL CLAIMS OF 3RD PARTY DEFENDANTS Gary Pickren, Rex Casterline and Harvey Casterline & Vanilli LLP
2/1/2013	12:00 AM	CMAY recorded the following Case Note: Moved to 2/07/2013 @ 2:00 p.m.
8/9/2013	12:00 AM	CMAY recorded the following Case Note: Costs rect & disb before August 1, 2013
1/14/2014	12:00 AM	WHENSON recorded the following Case Note: Creation of this action was triggered by the add of action "MOTION" - Motion/Motion Filing Fee for associated case 2011CP3201781 in court agency 32002
3/26/2014	12:00 AM	JMCCARTHA recorded the following Case Note: Creation of this action was triggered by the add of action "ADRRPT" - ADR/Mediation Results Report for associated case 2011CP3201781 in court agency 32002
3/26/2014	12:00 AM	JMCCARTHA recorded the following Case Note: Creation of this action was triggered by the add of action "ADRMRS" - ADR/Mediation Results Report/Filing for associated case 2011CP3201781 in court agency 32002

Print Date: 06/04/2015  
 Print Time: 11:14:18AM  
 Requested By: GFAIRCLOTH

**CASE HISTORY FOR CASE 2011CP3201781**

4/17/2014	12:00 AM	WHENSON recorded the following Case Note: Creation of this action was triggered by the add of action "MOTION" - Motion/Motion Filing Fee for associated case 2011CP3201781 in court agency 32002
7/17/2014	12:00 AM	JMCCARTHA recorded the following Case Note: Creation of this action was triggered by the add of action "AMENDA" - Amended/Amended for associated case 2011CP3201781 in court agency 32002
7/18/2014	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "MEMSUP" - Memo/Memo in Support for associated case 2011CP3201781 in court agency 32002
7/18/2014	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "AFFFEE" - Affidavit/Attorney Fees for associated case 2011CP3201781 in court agency 32002
8/7/2014	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "MEMOPP" - Memo/Memo in Opposition for associated case 2011CP3201781 in court agency 32002
8/8/2014	12:00 AM	PBENTON recorded the following Case Note: Creation of this action was triggered by the add of action "ORDER" - Order/Order for associated case 2011CP3201781 in court agency 32002
10/20/2014	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "AFFDVT" - Affidavit of John Koon for associated case 2011CP3201781 in court agency 32002
10/20/2014	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "REPREP" - Plt Reply Memo in Support of Motion to Award Fees and Sancti for associated case 2011CP3201781 in court agency 32002
10/23/2014	12:00 AM	JMARSHALL recorded the following Case Note: Creation of this action was triggered by the add of action "MOTION" - Motion/Motion Filing Fee for associated case 2011CP3201781 in court agency 32002
10/23/2014	12:00 AM	CFREE recorded the following Case Note: Creation of this action was triggered by the add of action "CERTSERV" - Certificate of Service for associated case 2011CP3201781 in court agency 32002
10/28/2014	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "MOTMOT" - Plaintiffs Motion for Expedited Hearing for associated case 2011CP3201781 in court agency 32002
11/13/2014	12:00 AM	CFREE recorded the following Case Note: Creation of this action was triggered by the add of action "NOTICE" - Notice of Hearing for associated case 2011CP3201781 in court agency 32002
3/17/2015	12:00 AM	CROSA recorded the following Case Note: Creation of this action was triggered by the add of action "REPREP" - Reply/Reply for associated case 2011CP3201781 in court agency 32002
3/27/2015	12:00 AM	CEDWARDS recorded the following Case Note: Creation of this action was triggered by the add of action "TRANSR" - Transcript of Motion Hearing (original filed) for associated case 2011CP3201781 in court agency 32002
4/1/2015	12:00 AM	CEDWARDS recorded the following Case Note: Creation of this action was triggered by the add of action "SPROOFC" - Proof of Mailing for associated case 2011CP3201781 in court agency 32002
5/12/2015	12:00 AM	MHUGGINS recorded the following Case Note: Creation of this action was triggered by the add of action "LETTER" - Letter from Judge Spence to Parties for associated case 2011CP3201781 in court agency 32002

**From:** "Huggins, Mona Denise" <MHuggins@lex-co.com>  
**Subject:** 2011CP3201781 Strickland vs Temple  
**Sent date:** 06/16/2015 08:30AM  
**To:** "Rick Hall" <rick@sctrialattorneys.com>  
**Cc:** "Rolland E Greenburg, III" <ron@greenburglawsc.com>, "Andrew Syrett" <syrettlaw@sc.rr.com>, "Taylor Peace" <TPeace@tcjps.com>, "M Alan Peace" <apeace@tcjps.com>  
**Attachments:** SKMBT\_36315061208213.pdf [ 5 MB ]

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

RECEIVED  
OCT 30 2015  
SC Court of Appeals

-----  
APPEAL FROM LEXINGTON COUNTY  
IN THE COURT OF COMMON PLEAS  
THE HONORABLE JAMES O. SPENCE  
MASTER IN EQUITY  
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CASE NO. 2011-CP-32-1781  
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Charles E. Strickland, III, Latisha D. Strickland and Justin R. Dillon,

Appellants


v.

Marjorie E. Temple,

Respondent,

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PROOF OF SERVICE  
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I certify that I have served the Motion to Dismiss Appeal and Motion to Enlarge Time on the Appellants, by depositing a copy of it in the United States Mail, postage prepaid, on October 30, 2015, addressed to the attorney of record, Frederick I. Hall, III, P.O. Box 1898, Lexington, SC, 29071.

  
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