THE STATE OF SOUTH CAROLINA

In the Court of Appeals



APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

Case No. 2012-CP-10-3724

J. S. Sanders Company LLC ..... Respondent,

v.

Steven P. Levesque ..... Appellant.

# FINAL BRIEF OF RESPONDENT

John J. Dodds, III (SC Bar No. 1707)
Cisa & Dodds, LLP
858 Lowcountry Boulevard
Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530
Attorney for Respondent

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

## STATEMENT OF ISSUES ON APPEAL

I. The Trial Judge correctly determined there exists a clear and irreconcilable conflict between the terms of the Note and Mortgage and, therefore, the terms of the Note prevail.

II. The Trial Judge correctly determined Respondent was entitled to Judgment against Appellant since the Agreement expressed the parties' entire agreement and contained no provisions precluding Respondent from seeking Judgment.

III. The Trial Judge properly awarded Judgment against Appellant in accordance with the Note since Appellant presented no evidence Respondent agreed its recourse of payment was limited to the Lot.

## STATEMENT OF THE CASE

Respondent filed its Complaint on June 8, 2012 seeking Judgment against Appellant in accordance with a Purchase Money Promissory Note dated March 10, 2005 in the principal sum of $215,000.00 ("Note"). (R. pp. 25-29). Appellant timely filed an Answer admitting that payments had not been made as scheduled under the Note, however, asserting and that the Mortgage securing the Note ("Mortgage") limited Respondent's recourse to recovery of the real property only. (R. pp. 30-32). A bench trial was held before Circuit Court Judge William Jeffrey Young on January 31, 2014. (R. p. 42). Judge Young granted Judgment against Appellant in the amount of $381,536.87 through January 31, 2014, plus per diem interest of $59.51 of and from February 1, 2014 to the date of Judgment, together with attorney fees and costs in the total amount of $7,364.20. (R. pp. 3-10). Appellant timely filed a Motion to Alter or Amend Judgment and for Reconsideration ("Motion") (R. pp. 15-20) which was heard by Judge Young on August 7, 2014. Judge Young denied Appellant's Motion by written Order dated November 10, 2014. (R. p.14). Appellant served the Notice of Appeal on December 19, 2014.

## STATEMENT OF THE FACTS

Respondent, J.S. Sanders Company, LLC ("Company"), is a South Carolina limited liability company initially composed of John S. Sanders, Jr., his wife, Nell S. Sanders, and his son, John S. "Sammy" Sanders, III, of whom John S. Sanders, Jr. and John S. "Sammy" Sanders, III were the initial managing members. John S. Sanders, Jr. died in July, 2008, at which time John S. "Sammy" Sanders, III took over primary handling of the Company. (R. p. 62, line 22). On December 12, 2014, Nell S. Sanders, as Seller, and Appellant, as Buyer, entered into a written Agreement To Buy And Sell Real Estate ("Agreement") wherein Nell S. Sanders agreed to sell Appellant a vacant lot in Awendaw, South Carolina ("Lot") for the sum of $250,000.00. (R. pp. 100-103). Under the Special Stipulations/Contingencies paragraph set forth in paragraph

13 of the Agreement, "Seller to finance based on $35,000.00 down payment and 6% annual interest that will accrue and be added to the principal balance at payoff which will occur in seven years or before at Buyer's option". (R. p. 101). The Agreement also contained a paragraph entitled "Entire Binding Agreement" which stated "This written instrument, . . ., expresses the entire agreement and all promises, covenants and warranties between the Buyer and Seller. It can be changed only by a subsequently written instrument signed by both parties". (R. p. 103). Appellant, John S. "Sammy" Sanders, III and Respondent's attorney, Randall J. Drew, all acknowledged that the Agreement set forth the terms regarding the sale of the Lot to Appellant. (R. p. 48, line 14; p. 76, line 20; and p. 83, lines 22-25).

On December 28, 2004, Nell S. Sanders conveyed the Lot to Company for the sum of $1.00. (R. pp. 104-108). On March 4, 2005, Company conveyed the Lot to Appellant for the sum of $250,000.00. (R. pp. 113-117). On March 10, 2005, a closing was held at the office of Appellant's attorney. (R. p. 109; p. 53, line 9; p. 55, lines 2-4; and p. 81, lines 21-23). Neither John S. Sanders, Jr., John S. "Sammy" Sanders, III, Nell S. Sanders nor Company's attorney, Randall J. Drew, attended the closing on March 10, 2005. (R. p. 53, lines 14-15; p. 58, lines 5-8; and p. 70, lines 16-17). However, Respondent's attorney, Randall J. Drew, had reviewed the closing documents, including the proposed Note and Mortgage, prior to the March 10, 2005 closing, ". . . to make sure that the transaction complied with the agreement of sale." (R. p. 47, line 17- p. 48, line 5). At closing, Appellant executed the Note and Mortgage in favor of Respondent. Unbeknownst to Respondent's attorney, Randall J. Drew, [1] Nell S. Sanders and John S. "Sammy" Sanders, III, paragraph 15 located on Page 4 of the Mortgage contained a provision which stated "Mortgagor and Mortgagee agree that Mortgagee's recourse of payment of Mortgagor's obligations under the Note secured by this Purchase Money Mortgage are limited to the real property mortgaged under this Mortgage". (R. p. 124; p. 51, lines 1-21; p. 58,

[1] Attorney Drew testified at trial that he was "shocked" when he learned there was a non-recourse provision in the Mortgage ". . . because we had no discussions of anything dealing with limited or non-recourse on this transaction." (R. p. 52, lines 16-21).

line 9 - p. 59, line 15; p. 64, line 9- p. 65, line 8). Neither the Agreement nor the Note contained any such provision, nor did Appellant present any evidence Respondent had agreed that its recourse of payment under the Note was limited to the Lot. (R. pp. 100-103; pp. 118 -120; and p. 78, line 3- p. 79, line 24). On the contrary, the Note expressly provides that the obligation of Borrower to make the payments of principal and interest shall be absolute and unconditional, and Borrower irrevocably waives any rights of set off, recoupment or reduction as to any amounts due; Lender shall have all the rights and remedies available under applicable law in the event of default; Borrower waives any right to require Lender to retain any collateral securing the Note; and Borrower understands and agrees Lender may institute suit to collect amounts outstanding under the Note without recourse to any of the collateral, and the failure of Lender to pursue the collateral in no way diminish or affect Borrower's liability under the Note. (R. pp. 118-120).

The Note matured on March 10, 2012, however, Appellant failed to make any payment to Respondent. (R. p. 118, p. 66., line 19 - p. 67, line 2; and p. 80, line 19 - p. 81, line 11). A written calculation of the debt owed from Appellant to Respondent in accordance with the Note was received in evidence without objection and reflected a balance of $381,536.87 through January 31, 2014, plus per diem interest of $59.51 of and from February 1, 2014 to the date of Judgment. (R. p. 143; pp. 44-46; and p. 68; lines 2 -14). An Affidavit of Attorney Fees executed by Respondent's attorney was received in evidence without objection and reflected a balance of $7,364.20 as of the date of trial. (R. pp. 144-153; pp. 44-46; and p. 69, lines 2-22).

After hearing the testimony received at the trial, reviewing the exhibits received into evidence and considering the arguments of counsel for the parties, respectively, the Trial Judge found there was no evidence Respondent ever agreed that its recourse of payment under the Note was limited to the Lot. (R. p. 88, lines 12-25). The Trial Judge further found that the non-recourse provision in the Mortgage irreconcilably conflicted with the terms of the Note and, therefore, the terms of the Note prevail. Finally, The Trial Judge found that Appellant had failed to make payment under the Note and Respondent was entitled to Judgment

against Appellant in the amount of $381,536.87 through January 31, 2014, plus per diem interest of $59.51 through the date of Judgment, together with attorney fees and costs in the amount of $7,364.20. (R. pp. 8-10).

## STANDARD OF REVIEW

An action to secure a Judgment on a promissory note is an action at law. Chamber v. Pingree, 351 S.C. 442, 449 570 S.E.2d 528, 532 (Ct. App. 2002). On appeal of an action tried without a jury, the trial court's findings of fact will not be disturbed unless no evidence reasonably supports the findings. Additionally, the appellate court can correct errors of law. Branche Builders, Inc. v. Coggins, 386 S.C. 43, 47, 686 S.E.2d 200, 202 (Ct. App. 2009). The trial court's findings are equivalent to a jury's findings in a law action; *id.* Questions regarding credibility and the weight of the evidence are exclusively for the trial court; *id.* at 48, 686 S.E.2d at 202; the appellate court must look at the evidence in the light most favorable to the respondent and eliminate from consideration all evidence to the contrary. *id.*

In this case, the Trial Judge's findings that there exists a clear and irreconcilable conflict between the terms of the Note and Mortgage, that the Agreement expressed the entire agreement between the parties regarding the sale of the Lot to Appellant, and that Respondent never agreed to limited its recourse under the Note to the Lot may not be disturbed unless this Court determines there is no evidence which reasonable supports the Trial Judge's findings.

## ARGUMENTS

### I. The Trial Judge correctly determined there exists a clear and irreconcilable conflict between the terms of the Note and Mortgage and, therefore, the terms of the Note prevail.

Respondent acknowledges that the Note and Mortgage prepared by Appellant's attorney and executed by Appellant at the closing on March 10, 2005 were made at the same time and should be construed together. Rhodus v. Gains, 129 S.C. 40, 41, 123 S.E. 645, 646 (1924). However, because there exists an irreconcilable

conflict between the terms of the Note and Mortgage, the Trial Judge correctly determined that the terms of the Note control. Rhodus v. Goins, supra at 646. See also Harmon v. Bank of Danville, 287 S.C. 449, 454, 339, S.E.2d 150, 155 (Ct. App. 1985) and NationsBank v. Scott Farm, 320 S.C. 299, 304, 465 S.E.2d 98,100 (Ct. App. 1995).

The relevant provisions of the Note (R. pp. 118-120) are as follows:

> Borrower promises to pay to the order of J.S. Sanders Company, LLC the principal sum of Two Hundred Fifteen Thousand ($215,000.00) Dollars with interest at the rate or rates set forth below.
>
> The obligation of Borrower to make the payments of principal and interest hereunder shall be absolute and unconditional, and Borrower hereby irrevocably waives any rights of set off, recoupment, or reduction as to any amounts due hereunder.
>
> The Note shall bear interest before default at the fixed rate of 6.00% per annum compounded annually.
>
> All principal and interest shall be due on the earlier to occur of (a) March 10, 2012, or (b) the payment in full of a note of even date herewith in the original principal amount of Four Hundred Fifty Thousand and No/100 ($450,000.00) Dollars (the "Maturity Date"), which shall be the final maturity date on the Note.
>
> Borrower hereby (b) waives any right to require Lender to retain any collateral securing this Note, or any other liabilities; (c) waives any right to require Lender to resort to exercising any remedies she may have against any other party or collateral securing this Note; (e) agrees that Lender may exchange, substitute, swap, release, reduce, or otherwise permit the disposal of any collateral securing this Note.
>
> Borrower understands and agrees that Lender may institute suit to collect amounts outstanding under this Note without seeking recourse to any of the collateral, and the failure of Lender to pursue the collateral shall in no way diminish or affect Borrower's liability hereunder.
>
> Borrower agrees to pay all costs and expenses of collection (including reasonable attorneys' fees) when incurred by Lender, and all costs and expenses (including reasonable attorneys' fees) incurred by Lender in exercising or preserving any rights or remedies hereunder or in connection with the enforcement of this Note.

## WAIVER OF APPRAISAL RIGHTS

The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. Pursuant to Section 29-3-680 of the Code of Laws of South Carolina, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. The Borrower specifically acknowledges and affirms his waiver of appraisal rights as evidenced by his signature below.

The relevant provisions of the Mortgage (R. pp. 121-127) are as follows:

AND the Mortgagor does expressly covenant and agree:

1. To pay the Note in accordance with its terms promptly as the principal and interest thereon shall become due.

8. The term event of default, wherever used in this Mortgage, shall mean any one or more of the following events:

   (a) Failure by the Mortgagor to pay as and when due and payable, including by acceleration, any installment of principal and/or interest . . . .

   (b) Failure by the Mortgagor to duly observe any other covenant, condition or agreement of the Note or of this Mortgage. . . .

9. If an event of default shall occur and be continuing after the expiration of any applicable notice period, if no cure has been effected, all of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, without further note or demand, which are hereby expressly waived, and the Mortgagee may proceed to foreclose this Mortgage or otherwise pursue any right or remedy herein or by law provided.

13. This instrument is to be governed by and construed in accordance with the laws of the State of South Carolina and each of the remedies provided for herein shall be cumulative so that the right of the Mortgagee to exercise one or more of such remedies shall not be construed to limit or preclude the right of the Mortgagee to exercise any other remedy or remedies set forth herein.

15. Mortgagor and Mortgagee agree that Mortgagee's recourse of payment of Mortgagor's obligations under the Note secured by this Purchase Money Mortgage are limited to the real property mortgaged under this Mortgage. Under no circumstance shall the Mortgagee or any other person or entity have any other recourse to or claim for payment of such obligations against the Mortgagor except with respect to fraud or willful misconduct.

17. WAIVER OF APPRAISAL RIGHTS. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty (30) days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. Pursuant to Section 29-3-680 of the Code of Laws of South Carolina, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. The Mortgagor specifically acknowledges and affirms his waiver of appraisal rights as evidenced by his signature below.

An examination of the relevant provisions of the Note and Mortgage confirms the Trial Judge's finding that there exists a clear and irreconcilable conflict between the terms of the Note and Mortgage. The only provision in the Agreement, the Note or the Mortgage which arguably restricts Respondent's ability to pursue a Judgment against Appellant is contained in Paragraph 15 located on page 4 of the Mortgage. (R. pp. 100-103; 118-120; and 121-127). Yet other provisions of the Mortgage are in conflict with paragraph 15 and arguably allow Respondent to pursue a personal Judgment against Appellant. Paragraph 9 of the Mortgage provides that if an event of default occurs and continues after the expiration of any applicable notice period, if no cure has been effected, all of the indebtedness secure by the Mortgage shall become immediately due and payable at the option of Lender and Lender may proceed to foreclose this Mortgage or otherwise pursue any right or remedy herein or by law provided. (R. p. 123). Paragraph 6 of the Mortgage provides that in the event the Note is placed in the hands of an attorney for collection, Borrower will repay on demand all reasonable costs and expenses. (R. p. 122). Paragraph 17 of the Mortgage is a waiver of Appellant's statutory appraisal

rights which would only come about if Respondent had the legal right to pursue a personal deficiency Judgment against Appellant. (R. p. 125).

Even more important than the conflicting provisions contained in the Mortgage are the provisions of the Note which irreconcilably conflict with the non-recourse provision contained in paragraph 15 of the Mortgage. Among these provisions are the following, to-wit:

The obligation of Borrower to make the payments of principal and interest under the Note shall be absolute and unconditional, and Borrower hereby irrevocably waives any rights of set off, recoupment or reduction as to any amounts due. (R. p. 118);

Borrower hereby (b) waives any right to require Lender to retain any collateral securing this Note , or any other liabilities; (c) waives any right to require Lender to resort to exercising any remedies she may have against any other party or collateral securing the Note; (e) agrees that Lender may exchange, substantiate, swap, release, reduce, or otherwise permit the disposal of any collateral securing the Note. (R. p. 119);

Borrower understands and agrees that Lender may institute suit to collect amounts due under this Note without seeking recourse to any of the collateral, and the failure of Lender to pursue the collateral shall in no way diminish or affect Borrower's liability hereunder. (R. p. 119);

Borrower agrees to pay all costs and expenses of collection (including reasonable attorney's fees) when incurred by Lender, and all costs and expenses (including reasonable attorney's fees) incurred by Lender in exercising or preserving any rights or remedies hereunder or in connection with the enforcement of this Note. (R. p. 119); and

A Waiver of Appraisal Rights by Appellant which would only come about if Respondent had the legal right to pursue a personal deficiency Judgment against Appellant. (R. p. 120).

While paragraph 15 of the Mortgage arguably limits Respondent's recourse of payment under

the Note to recovery of the Lot, other provisions of the Mortgage and, more importantly, the Note expressly authorize Respondent to pursue a Judgment against Appellant and do not require that Respondent resort to exercising any remedies Respondent may have against the Lot. (R. pp. 121-127; and 118-120). Because the terms of the Note irreconcilably conflict with the terms of the Mortgage as to whether Respondent's recourse of payment under the Note is limited to recovery of the Lot, the Trial Judge correctly determined the terms of the Note prevail and Respondent was entitled to Judgment against Appellant. Rhodus v. Goins, supra at 646; Harman v. Bank of Danville, supra at 454; and NationsBank v. Scott Farm, supra at 100. Since the Note allows Respondent to pursue a personal Judgment against Appellant and Appellant made no payments to Respondent at the time the loan matured, the trial Judge properly awarded Judgment in favor of Respondent against Appellant, to include Respondent's attorney fees and costs. (R. pp. 3-10; 118-120; 144-153; 44-46; p. 66, line 23- p. 67, line 2; and p. 80, line 19 - p. 81, line 11).

## II. The Trial Judge correctly determined Respondent was entitled to Judgment against Appellant since the Agreement expressed the parties' entire agreement and contained no provisions precluding the Respondent from seeking a Judgment.

Initially, Respondent notes that Appellant's Argument II, Section E entitled "Respondent was not a party to the Purchase and Sale Agreement" and Section F entitled "The terms of the Purchase and Sale Agreement were merged into the Note and Mortgage delivered at closing" were not raised to and ruled upon by the Trial Judge and, consequently, such issues cannot be raised for the first time on appeal. Wilder Corp. v. Wilke, 330 S.C. 71, 74, 497 S.E.2d 731, 734 (1988). As such, Appellant may not argue on appeal that he was not a party to the Agreement to Buy and Sell Real Estate ("Agreement") or that the terms of the Agreement merged into the Note and Mortgage.

At no time during the trial, or in the Motion to Alter or Amend Judgment and for Reformation filed by the Appellant after the trial, did the parties or any witnesses assert that the Agreement did not set forth

the terms regarding the sale of the Lot to Appellant. (R. p. 48, lines 14-17; p. 76, lines 1-24; and p. 83, lines 22-25). On the contrary, Appellant, John S. "Sammy" Sanders, III and Respondent's attorney, Randall J. Drew, all acknowledged that the Agreement set forth the terms regarding the sale of the Lot to Appellant. (R. p. 48, lines 14-17; p. 76, lines 1 - 24; and p. 83, lines 22-25). Appellant's attorney specifically questioned Appellant as to whether Plaintiff's Exhibit 2 was the Agreement to Buy and Sell Real Estate, to which Plaintiff responded "Yes". (R. p. 83, lines 22-25).

The Agreement set forth all the terms and conditions between Respondent as Seller and Lender and Appellant as Buyer and Borrower relative to the sale of the Lot including, but not limited to, a description of the Lot, the purchase price, earnest money deposit, that Respondent would finance $215,000.00 of the purchase price with 6% annual interest that will accrue and be added to the principal balance at payoff which will occur in seven years or before at Buyer's option, and there will be no penalty for early pay off (R. pp. 100-103). Nowhere in the Agreement does it state that the loan from Respondent to Appellant would be non-recourse or that Respondent's recourse of payment under the Note was limited to recovery of the Lot. (R. pp. 100-103). So too, Paragraph 26 of the Agreement entitled "Entire Binding Agreement" provides that "This written instrument, . . ., expresses the entire agreement and all promises, covenants, and warranties between the Buyer and Seller. It can be changed only by a subsequent written instrument signed by both parties." (R. p. 103).

Appellant acknowledges that the Agreement sets forth all the terms regarding the sale of the Lot to Appellant, however, Appellant asserts the Agreement was subsequently modified by the Mortgage and the Note and other supporting documentation. (R. p. 76, line 20 - pp. 77, line 1). Yet, upon examination by Respondent's counsel, Appellant acknowledges the integration clause contained in Paragraph 25 of the Agreement and, most importantly, that Respondent never signed any instrument or other document agreeing that Respondent's recourse of payment under the Note would be limited to recovery of the Lot. (R. p. 77, line

2- p. 80, line 18). Further, upon inquiry by the Trial Judge, Appellant's counsel was unable to provide any evidence Respondent agreed its recourse of payment under the Note would be limited to recovery of the Lot. (R. p. 88, lines 12-25). Because the Agreement expressed the parties' entire agreement, contained no provisions limiting Respondent's recourse of payment under the Note to the Lot, and Appellant presented no evidence Respondent agreed to limit its recourse of payment, the Trial Judge properly awarded Respondent Judgment against Appellant.

## III. The Trial Judge properly awarded Judgment against Appellant in accordance with the terms of the Note since Appellant presented no evidence Respondent agreed its recourse of payment was limited to the Lot.

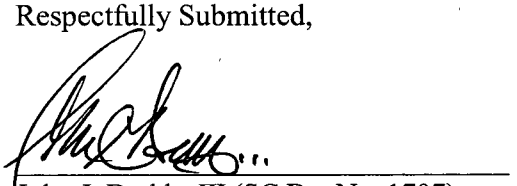
The only evidence that the loan from Respondent to Appellant was non-recourse or that Respondent's recourse of payment under the Note was limited to recovery of the Lot is "buried" in paragraph 15 of page 4 of the Mortgage which was prepared by Appellant's attorney and signed only by Appellant. John S. "Sammy" Sanders, III, Nell S. Sanders and Respondent's attorney, Randall J. Drew, all testified they were unaware of any non-recourse provision in the Mortgage and Respondent never agreed that its recourse of payment under the Note would be limited to recovery of the Lot. (R. p. 51, lines 10-21; p. 58, line 9- p. 59, line 15; and p. 64, line 9 - p. 65, line 8). Appellant and Appellant's attorney were unable to produce any document or instrument signed by Respondent or any of its members wherein Respondent agreed that the loan to Appellant was non-recourse or that Respondent's recourse of payment under the Note was limited to recovery of the Lot. (R. p. 77, line 2 - p. 79, line 24; and p. 88, lines 12-25). Since the Agreement regarding the sale of the Lot set forth the parties' entire agreement, contained no provision limiting Respondent's recourse of payment under the Note to recovery of the Lot, and Appellant presented no evidence Respondent agreed to limit its recourse of payment under the Note, the Trial Judge properly granted Judgment against Appellant in accordance with the Note. (R. pp. 100-103; 118-120; 143; 144-153; p. 77, line 2 - p. 79, line 24; and p. 88,

lines 12-25).

## CONCLUSION

The Trial Judge's findings that the Agreement expressed the parties' entire agreement regarding the sale of the Lot to Appellant, that there exists a clear and irreconcilable conflict between the terms of the Note and Mortgage and that Respondent never agreed to limit its recourse under the Note are all reasonably supported by the evidence. The Trial Judge's conclusion that the terms of the Note prevail when in conflict with the terms of the Mortgage executed as part of the same transaction is a correct application of the law in South Carolina. Appellant did not dispute his default under the Note or the amount claimed to be owed by Respondent, including Respondent's attorney fees and costs. For these reasons, the Order of Judgment should be affirmed.

Respectfully Submitted,



John J. Dodds, III (SC Bar No. 1707)
Lisa & Dodds, LLP
858 Lowcountry Boulevard
Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530
Attorney for Respondent

June 29, 2015

THE STATE OF SOUTH CAROLINA

In the Court of Appeals



---

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

---

Case No. 2012-CP-10-3724

---

J. S. Sanders Company LLC ..... Respondent,

v.

Steven P. Levesque ..... Appellant.

---

**CERTIFICATE OF COUNSEL**

---

The undersigned certifies that this Final Brief complies with Rule 211(b), SCACR.

CISA & DODDS, LLP

John J. Dodds, III

June 29, 2015

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

W. Jeffrey Young, Circuit Court Judge

---

Case No. 2012-CP-10-3724

---



J. S. Sanders Company LLC ..... Respondent,

v.

Steven P. Levesque ..... Appellant.

---

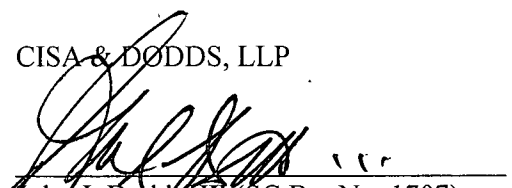
**PROOF OF SERVICE**

---

On July 1, 2015, I mailed a copy of Respondent J. S. Sanders Company, LLC's Final Brief and Certificate of Counsel on the hereinbelow named party by depositing a copy of same in the United States Mail, postage prepaid, addressed to:

Mark Sharpe, Esquire
K & L Gates
134 Meeting Street, Suite 200
Charleston, SC 29401
Attorney for Appellant

CISA & DODDS, LLP



John J. Dodds, III (SC Bar No. 1707)
858 Lowcountry Boulevard, Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530
Attorney for Respondent
J. S. Sanders Company, LLC

July 1, 2015