

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

RECEIVED

Steven H. John, Circuit Court Judge

FEB 27 2012

Case No. 2007-CP-23-3206

S.C. Supreme Court

North American Rescue Products, Inc., ..... Respondent,

v.

P.J. Richardson, ..... Petitioner.

**P.J. RICHARDSON'S PETITION FOR WRIT OF CERTIORARI**

C. Mitchell Brown  
William C. Wood, Jr.  
A. Mattison Bogan  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211-1070)  
Columbia, SC 29201  
(803) 799-2000

Rivers S. Stilwell  
104 South Main Street / Ninth Floor  
Post Office Box 10084 (29603-0084)  
Greenville, SC 29601  
(864) 250-2300

*Attorneys for P.J. Richardson*

**Other counsel:**

Robert L. Widener  
McNair Law Firm, PA  
Post Office Box 11390  
Columbia, SC 29211

Bernie W. Ellis  
McNair Law Firm  
101 North Main Street, Suite 900  
Greenville, SC 29601

*Counsel for North American Rescue Products, Inc.*

## Introduction

This case arises out of a judgment in favor of P.J. Richardson, but because of the arguments of the opposing party and the opinion of the court of appeals, P.J. Richardson is continually forced to seek relief from the courts with respect to the interpretation of the trial judgment. At trial, the jury found that an enforceable contract existed between P.J. Richardson and North American Rescue Products, Inc. The trial court then entered judgment in favor of Richardson for specific performance on the contract the jury found to be capable of performance. The contract the jury found to be enforceable provided that the parties would exchange either 7.5% of the shares, or of the value of 7.5% of the shares, of their respective companies. P.J. Richardson (“Richardson”) would exchange 7.5% of the value of his company, the Reeves Company<sup>1</sup>, for 7.5% of the shares of North American Rescue Products, Inc. (“NARP”). Richardson sold Reeves Company and the value of 7.5% of Reeves Company was thus rendered to a sum certain in light of the sale—\$415,988.

Despite the jury finding that the contract existed between the parties and the trial court’s judgment in favor of Richardson for specific performance of the contract, NARP took the position, post-trial, that the judgment required Richardson to pay an amount higher than \$415,988. This position aggrieved Richardson, necessitating that he file a notice of appeal from the judgment. More precisely, after trial, NARP contended that Richardson had to pay \$2,936,300 for the 7.5% share of NARP. NARP obtains the \$2,936,300 figure from the jury’s verdict form despite the terms of the parties’ agreement.

---

<sup>1</sup> Richardson sold the Reeves company and thus the agreement for exchange necessarily was the value of the shares of the Reeves company rather than the shares of the Reeves company themselves.

However, this multi-million dollar figure is over five times higher than the parties' agreed upon price and is a figure that relates to Richardson's cause of action for promissory estoppel—not his claim for specific performance. The jury filled out that portion of the verdict form but the trial court did not utilize it when entering judgment, as shown by the clear and unambiguous judgment of the trial court for specific performance.

The court of appeals agreed with Richardson, the trial court, and the jury to the extent that it concluded an enforceable contract existed between the parties. *NARP v. Richardson*, Op. No. 4909 (S.C. Ct. App. filed Nov. 9, 2011) (Shearouse Ad. Sh. No. 40 at 56). However, the court of appeals then adopted the position of NARP with respect to price by holding that Richardson would need to pay \$2,936,300 for 7.5% of the shares of NARP. *Id.* at pp. 68-71. The court of appeals' holding is based upon the flawed reasoning that the parties had not agreed to a price term ("method of payment" as referred to by the court of appeals). This is incorrect.

As a result, the court of appeals' decision affects long-standing principles related to the enforcement of private agreements and the prohibition against the court system imposing contractual terms on litigants to which they did not agree. Moreover, the court of appeals' opinion ignores the Rules of Civil Procedure and the prior South Carolina cases which provide that the trial court is empowered to enter the form of the judgment and that an unambiguous judgment must be enforced as written.

Based on the grounds provided herein, this Court should grant Richardson's petition for certiorari. The opinion of the court of appeals should be reviewed by this Court and reversed in order to correct the misapplication of the law contained therein.

### **Rule 242 Certification**

Undersigned hereby certifies that Petitioner P. J. Richardson filed a petition for rehearing with the court of appeals and the petition was finally ruled upon by that court. (App. 1237; 1213).

### **Question for Review by this Court**

**Did the court of appeals err in imposing additional terms into the parties' contract and in construing the form of the judgment for specific performance?**

### **Statement of Facts and of the Case**

This case involves a dispute over Richardson's ability to buy a 7.5% stock ownership stake in NARP. The trial court granted judgment in favor of Richardson for specific performance. NARP appealed to the court of appeals. Richardson cross-appealed to contest NARP's attempt to impose conditions upon the judgment granting specific performance which would require Richardson to pay more for the percentage share of NARP than the parties had agreed.

NARP filed suit on May 17, 2007, seeking a declaration that Richardson was not entitled to purchase 7.5% of the stock of NARP at one cent per share. (Compl.; App. 11) NARP amended the complaint to assert a claim of breach of fiduciary duty against Richardson as a former member of the NARP board. (Amend. Compl.; App. 23) Richardson answered and counterclaimed. (Rev. Amended Answer & Counterclaim; App. 39) In his first counterclaim, Richardson alleged breach of contract and sought specific performance of one of two alternate agreements giving him a 7.5% ownership position in NARP, or alternatively, money damages for NARP's failure to honor the agreements. (Id. at ¶¶ 38-69; App. 44-48).

At the time when Richardson and the owner of NARP, Bob Castellani first met, Richardson owned Reeves, an established company, which manufactured various health care and safety products for first responders, homeland security, and some military uses. (Tr. pp. 116-117; *see generally* Tr. pp. 338-717; App. 130-131; 294-653) Reeves began providing infrastructure and support to NARP. This included the nuts and bolts of NARP such as Mr. Richardson's wife, Billie Richardson, keeping the books and monitoring receivables and payables. (Tr. pp. 118; 652-653; App. 132; 588-589) At the same time, Mrs. Richardson was also a full-time employee of Reeves. (Tr. pp. 655-656; App. 591-592) Castellani used Reeves' plant in Maryland for storage and warehousing. (Tr. pp. 143-144; App. 157-158) Reeves similarly provided other services to NARP in addition to administrative services, including supplies and selling various NARP products. (Tr. pp. 357-359; App. 313-315) During this time-frame, the companies also began cross-selling each other's products. (Tr. p. 359; 433; App. 315; 389)

Due to the shared interests between the two companies and the importance of cross-selling their products between various customers, Castellani (for himself and NARP) and Richardson (for himself and Reeves) executed an agreement on January 1, 2000 ("2000 Agreement"). The 2000 Agreement formalized the business relationship between the two companies, and allowed Castellani to offset some of his personal risk associated with his fledgling company. (2000 Agreement; App. 909.) Under the 2000 Agreement, NARP and Reeves agreed to pay each other commissions equal to 25% of the taxable income of their companies for cross-selling each other's respective products.

(2000 Agreement; App. 909) The parties performed under the 2000 Agreement for four years, cooperatively assisting each other in growing both NARP and Reeves.

On July 29, 2004, Castellani and both Richardsons met in Charleston, South Carolina (“Charleston Meeting”). During this meeting, the parties again affirmed their respective ownership interests but agreed to modify the 2000 Agreement. They agreed to reduce their percentage of ownership from 25% to 7.5%. (Tr. pp. 237-238; App. 238-239) The agreement was modified because Richardson was about to sell Reeves to DHS (now called EMS). (Tr. pp. 378-380; App. 334-336) Thus, the parties agreed that Richardson could acquire his 7.5% ownership interest in NARP from proceeds from the pending sale of Reeves. (Tr. pp. 601; 664-666; App. 537; 600-602) These facts are undisputed and both Castellani and Richardson testified an agreement was reached. (Tr. pp. 237-238; 342-343; 355; App. 238-239; 298-299; 311)

The terms of the agreement as modified in Charleston are simple and clear. The parties orally amended their agreement in Charleston to reduce the percentage that each could acquire of the other company from 25% to 7.5%. They further agreed that Richardson could exchange the cash equivalent of the 7.5% interest from the proceeds from the sale of Reeves. As was testified to at trial, Richardson stated that the 2004 amendment of the agreement modified the percentage share from 25% to 7.5%. (Tr. pp. 355-356; App. 311-312) The parties’ amendment was aimed at making the exchange of ownership shares easier in light of the sale of Reeves. (Tr. pp. 420; 540-544; App. 376; 496-500) At trial, Castellani testified that the meeting in Charleston resulted in a reduction of the percentage of shares from 25% to 7.5%—a “like for like” exchange. (Tr. p. 238; App. 239) Castellani stated that “[w]e agreed to this in Charleston.” (Tr. p.

331; App. 289) Richardson also agreed that there was a “meeting of the minds in Charleston.” (Tr. p. 585; App. 521)

Richardson remained ready, willing, and able to perform the contract as modified. Richardson stated that “[m]y intention was to carry out and honor this agreement with Bob [Castellani] by paying out with the proceeds of the sale of Reeves. (Tr. pp. 372-373; App. 328-329) Richardson further stated that “I am bound now to honor that agreement.” (Tr. p. 586; App. 522) Richardson knew he only had to deliver a check to NARP for the proceeds from the sale of Reeves to comply with the amended agreement. (Tr. p. 588; App. 524) Richardson stated “that’s what it was, write him a check.” (Tr. p. 608; App. 544) Richardson admitted that “we’ve never hesitated or changed our position of what Bob [Castellani] is entitled to. He was entitled to 7½ percent of what we sold Reeves for . . . .” (Tr. p. 592; App. 528). Moreover, Richardson testified that the money from the sale of Reeves was in his account and he could “cut a check for that money to Bob [Castellani] today if he would take it”—that is, if Castellani would give Richardson his 7.5% interest in NARP. (Tr. p. 609; 590; App. 545; 526)

The matter was tried before a jury on August 25-29, 2008. At the close of the evidence, Richardson amended his pleadings to conform to the evidence presented at trial. (Tr. pp. 719-727; App. 655-663) Counsel for Richardson presented the motion to amend stating “the claim that we would like to pursue is that the 2000 agreement as modified orally in Charleston.” (Tr. p. 719-720; App. 655-656) The modification of the agreement in Charleston “changed the amount of the respected [sic] shares from 25 percent . . . to 7.5.” (Tr. p. 719-720; App. 655-656) Further, the modification of the

contract “was done in the context of the pending sale of Reeves.” (Id.) In his motion, counsel went on to state:

And in that context, therefore, Mr. Castellani promised to give seven and a half percent of shares in his—of the shares of his company, however that would be styled, in return for 7.5 percent of the proceeds of the sale of Reeves.

(Tr. p. 720; App. 656) The trial court granted Richardson’s motion to amend stating “[i]n looking at the revised amended answer and counterclaim, I’m not sure it’s even necessary to grant the motion, it might very well be encompassed in that but I am granting the motion to amend the pleadings to conform to the proof.” (Tr. p. 727; App. 663). This amendment ruling was not challenged on appeal by NARP.

Based on the background and on the evidence outlined above, the matter was submitted to the jury on a special verdict form posing specific fact questions and requiring the jury to give categorical answers. (Special Verdict Form; App. 7) Neither party objected to the form of the special verdict.

The jury answered the questions posed. It concluded, among other things, that NARP had given Richardson the right to 7.5% of its stock and that Richardson had, in turn, given NARP the right to 7.5% of the stock of Reeves Manufacturing, Richardson’s former company. The jury concluded that Richardson could fulfill his part of this agreement by giving a cash equivalent, rather than actual Reeves Manufacturing stock, due to the sale of Reeves. The jury found that the parties could perform under the 2000 agreement, as later modified, and that none of the parties’ later agreements terminated the right of Richardson to acquire 7.5% of NARP’s stock. (Special Verdict Form; App. 8) Specifically on these items, the Special Verdict Form provided:

1. Did North American Rescue Products, Inc. and P.J. Richardson give each other the right to acquire 7.5% of each other's stock?
2. Do you find that North American Rescue Products agreed to let P.J. Richardson acquire 7.5% of the capital stock of North American Rescue Products, Inc. in exchange for money, rather than the issuance of 7.5% of capital stock?
3. Can both parties perform under the 2000 Agreement as amended in Charleston?

(Special Verdict Form at ¶ 1-3; App. 7) The jury answered each of the above special interrogatories in the affirmative. (Id.) Moreover, the special verdict form inquired as to whether any other agreement “end[ed] both parties’ rights to acquire 7.5% of the capital stock of each other?” (Id. at ¶ 5; App. 8) The jury answered “No.” (Id.) Based on the jury’s answers to the special interrogatories, the trial court then entered judgment in favor of Richardson “under the specific performance doctrine.” (Judgment; App. 6)

In another portion of the jury verdict form that logically relates to Richardson’s promissory estoppel claim, the trial court inquired of the jury as to what price Richardson would pay for the percentage share of NARP. The jury wrote \$2,936,000. (Special Verdict Form; App. 7) This dollar figure pertained to the cause of action for promissory estoppel that Richardson pled and that the trial court presented to the jury<sup>2</sup>. However, the trial court did not utilize any dollar number in entering the judgment in favor of Richardson for specific performance. This is because the parties’ Charleston agreement provided a price term. (Judgment; App. 6)

---

<sup>2</sup> As an alternative cause of action, Richardson claimed that through promissory estoppel, he had the right to purchase NARP stock.

Following trial, post-trial motions for judgment notwithstanding the verdict and to alter or amend the verdict were made immediately after the return of the verdict. (Tr. pp. 912-18; App. 848-854) The trial court denied all such motions. (*Id.*) The trial court prepared the judgment that day and judgment was entered September 2, 2008. (Judgment; App. 6)

NARP moved to alter or amend the judgment on September 15, 2008. (NARP Motion to Alter or Amend; App. 51) Among other things, in its motion NARP claimed that the jury did not find that NARP had breached any contract and that Richardson failed to demonstrate that he was ready to pay for the 7.5% stake in NARP. (*Id.*) However, NARP withdrew its post-trial motion by notice filed September 23, 2008. (Notice of Withdrawal of Motion to Alter or Amend; App. 54) Thereafter, NARP served and filed its notice of appeal on October 3, 2008, which was received by Richardson on October 6, 2008. (NARP Notice of Appeal; App. 55)

In conjunction with its notice of appeal and under an incorrect interpretation of the judgment rendered by the trial court, NARP sent to counsel for Richardson a purported tender of NARP stock on October 6, 2008, with a demand that Richardson tender **\$2,936,300.00** as payment for such stock no later than October 10, 2008, at 4 p.m., supposedly as required by NARP's view of the trial court's judgment for specific performance.<sup>3</sup> (October 6, 2008 letter from Curtis Stogdhill; App. 1053) This demand

---

<sup>3</sup> This demand letter was not presented to the trial court and no motion was ever made by NARP to the trial court asking the trial court to modify its judgment. Although this letter was not presented to the trial court, it was part of the appellate record because it was attached as an exhibit to NARP's motion for limited remand (which was denied), dated November 19, 2008 and filed in the court of appeals. (Motion for Limited Remand; App. 58; Order Denying Motion; App. 61) NARP's erroneous characterization of the trial court's judgment set forth in this letter was the basis for Richardson's cross appeal.

was rejected by Richardson. Richardson then cross-appealed on October 13, 2008, to challenge NARP's mischaracterization of the trial court's judgment reflected in the October 6 demand letter, in case for some reason the trial court or the court of appeals were to agree with NARP's counsel's mischaracterization. (Richardson's Notice of Cross-Appeal; App. 56)

The court of appeals heard NARP's appeal and Richardson's cross appeal despite NARP's effort to have the cross-appeal dismissed. (App. 1217). In its opinion, the court of appeals agreed with Richardson, the trial court, and the jury to the extent that it concluded an enforceable contract existed between the parties. *NARP v. Richardson*, Op. No. 4909 (S.C. Ct. App. filed Nov. 9, 2011) (Shearouse Ad. Sh. No. 40 at 56). However, instead of enforcing the valid agreement it found to exist, the court of appeals concluded that the parties had not included a price term in their contract and that the number contained on the verdict form should be used for that purpose. *Id.*

Certiorari is warranted and necessary to correct the errors of law contained in the court of appeals' opinion because it ignores the well-established rule that courts should not impose contractual terms onto parties in contravention to their agreement. Thus, this Court should grant certiorari to review the court of appeals' opinion, reverse the decision, and order that the judgment be enforced in accordance with the terms to which the parties agreed.

#### **Argument in Support of the Petition**

**The court of appeals erred in imposing additional terms into the parties' contract and in construing the form of the judgment for specific performance.**

After trial, NARP took the position that in order for Richardson to obtain his 7.5% interest in NARP, he must pay \$2,936,300.00 for his shares of stock. (October 6, 2008

letter from Curtis Stoghill; App. 1053) The court of appeals adopted this position in its November 9, 2011 opinion.

The trial court found that a valid agreement existed and ordered it to be performed. Now, however, the court of appeals has imposed a new term on Richardson, one to which he did not agree. Richardson now seeks certiorari.

“The judicial function of a court of law is to enforce a contract as made by the parties, and not to rewrite or to distort, under the guise of judicial construction, contracts, the terms of which are plain and unambiguous.” *Hardee v. Hardee*, 355 S.C. 382, 387, 585 S.E.2d 501, 503 (2003); *see also Charles v. Canal Ins. Co.*, 238 S.C. 600, 608-09, 121 S.E.2d 200, 205 (1961) (holding where a contract’s terms are clear, the court’s function is to enforce the terms and not to substitute its own judgment for that of the parties).

The trial court properly entered judgment in favor of Richardson and lawfully ordered NARP to specifically perform its obligations under the parties’ 2000 agreement as orally amended following the 2004 meeting in Charleston, South Carolina. The jury found that a contract existed. The terms of the contract are clear. The trial court ordered the parties to specifically perform that contract. Hence, the court of appeals should have concluded that Richardson is entitled to pay \$415,988 for the 7.5 percentage share of NARP. But in its opinion, the court of appeals uses the phrase “method of payment” and states that the parties’ contract was silent on this point. *See NARP v. Richardson*, Op. No. 4909 at p. 57. However, the “method of payment” as agreed was recognized by the jury’s findings that the 2000 Agreement, as orally amended in Charleston, was a binding and enforceable contract capable of performance.

The court of appeals rightly recognized that as a matter of fact, the Reeves Company had sold. Therefore, Richardson did not have a company with stock that he could exchange for the equal part ownership share of NARP. Given that Reeves had already sold, it had an identifiable and sum certain value. 7.5% of the identified value of the Reeves Company amounted to \$415,988. Accordingly, 7.5% of the Reeves Company's sale price was the method of payment that was to be exchanged under the contract between the parties (as orally amended), for 7.5% share of NARP.

Because the court of appeals correctly found the 2000 Agreement capable of being performed, it should have enforced the contract as agreed by the parties instead of imposing a new term relating to value on the parties. *See Commercial Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. 360, 147 S.E.2d 481 (1966) (noting that a court need only provide reasonable term in an agreement when the parties left the issue open). Despite the finding of a valid agreement, the court of appeals imposed a term not contemplated by the parties. This was error and certiorari is warranted.

Further, the court of appeals did not properly interpret the judgment of the trial court. The trial court submitted a special verdict form to the jury. (Special Verdict Form; App. 7) That verdict form contained written questions for findings which might properly be made under the pleadings and evidence. (*Id.*) The trial court then entered the form of the judgment based on the jury's answers to the interrogatories contained on the special verdict form. (Judgment; App. 6) Based on the pleadings and the answers to the interrogatories, the trial court entered judgment in favor of Richardson "under the doctrine of specific performance." (*Id.*)

Examining the Rules of Civil Procedure in the context of the actions of the trial court, it is clear that the trial court properly ordered relief—by way of specific performance—in favor of Richardson. The starting point of the examination is Rule 49 of the South Carolina Rules of Civil Procedure which provides in pertinent part:

**(a) Special Verdicts.** The court may require a jury to return only a special verdict in the form of a special written finding upon each issue of fact. In that event the court *may submit to the jury written questions susceptible of categorical or other brief answer or may submit written forms of the several special findings which might properly be made under the pleadings and evidence*; or it may use such other method of submitting the issues and requiring the written findings thereon as it deems most appropriate. The court shall give to the jury such explanation and instruction concerning the matter thus submitted as may be necessary to enable the jury to make its findings upon each issue. . . .

Rule 49(a), SCRCPP (emphasis added).

Following the jury’s return of the special verdict, the trial court is charged with preparing the form of the judgment. Rule 58, SCRCPP. It is well settled that “[a] judgment is effective only when reduced to writing and entered into the record.” *Johnson v. S.C. Dep’t of Prob.*, 372 S.C. 279, 284, 641 S.E.2d 895, 898 (2007) (citing Rule 58(a)(2), SCRCPP). Rule 58 provides:

**(a) Entry Upon Verdict or Decision.** Subject to the provisions of Rule 54(b): . . .

**(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.

Rule 58, SCRCPP (emphasis added).

Here, the trial court submitted a special verdict form containing written questions as to factual findings that might be made under the evidence presented at trial. On the special verdict form, the trial court inquired of the jury “[c]an [b]oth parties perform under the 2000 Agreement as amended in Charleston?” (Special Verdict Form at ¶ 3; App. 8) The jury responded, “Yes.” The trial court also inquired as to whether any other agreement “end[ed] both parties’ rights to acquire 7.5% of the capital stock of each other?” (*Id.* at ¶ 5; App. 8) To which the jury answered “No.” (*Id.*) On the same day the jury answered the special interrogatories, the trial court entered judgment for Richardson under the specific performance doctrine. (Judgment; App. 6)

The trial court correctly and lawfully entered a judgment in favor of Richardson under the doctrine of specific performance. But NARP created a question post-trial—not through a post-trial motion but under the guise of an offer letter—as to the meaning to be given to the portion of the verdict form containing the amount of \$2,936,300. As the record demonstrates, this is an amount that does not appear in any agreement reached by the parties. Rather, this amount was provided by the jury in connection with Richardson’s promissory estoppel claim.

When considered in context, the \$2,3936,000 figure is easily understood but NARP has succeeded in crafting a new meaning for that amount without moving to alter or amend the judgment. Richardson’s claims in this case were for specific performance and promissory estoppel. South Carolina recognizes that promissory estoppel and contract enforcement claims are separate and distinct causes of action. *Duke Power Co. v. South Carolina Public Service Com’n*, 284 S.C. 81, 326 S.E.2d 395 (1985). If the jury agreed that a contract existed, which it did, then the trial court could grant the remedy of

specific performance. *See Wright v. Patrick*, 262 S.C. 434, 441, 205 S.E.2d 175, 178 (1974) (noting that “[t]he discretionary power of an equity court to decree specific performance can never come into question or be exercised until and unless it first be factually established that there was a contract and that the promisee performed.”). However, if the jury had concluded that no contract existed, the trial court could still have rendered judgment in Richardson’s favor on his claim for promissory estoppel because it is a remedy provided when no contract has been reached but a party has relied on a promise to his detriment. *See Ackerman v. The Money Store*, 728 A.2d 873 (N.J. Sup. Ct. Law Div. 1998) (referring to plaintiff’s promissory estoppel “cause of action” and noting that while consideration is required for a breach of contract, a promise is still enforceable pursuant to a claim of promissory estoppel even where consideration is lacking).

The trial court did not have to, nor did it, utilize the part of the verdict form containing a price amount for the purchase of NARP’s stock. Instead, the jury answered questions that the parties had a contract, and that contract provided for a swap of the percentage ownership of each company’s stock. The value of the percentage share of Reeves had been reduced to a sum certain in light of its recent sale—\$415,988. Accordingly, the amount provided for by the jury on the verdict form was not needed by the trial court in awarding specific performance.

The court of appeals overlooked the evidence and ignored the terms of the valid contract that it found to exist. Therefore, this Court should grant certiorari and reverse.

Conclusion

Granting of this petition for writ of certiorari is warranted in light of the circumstances presented by this case. The court of appeals failed to properly enforce the judgment in this matter resulting in a misapplication of the law with respect to specific performance and black-letter rules pertaining to contracts.

Respectfully submitted,

By: A. Mattison Bogan

C. Mitchell Brown  
William C. Wood, Jr.  
A. Mattison Bogan  
1320 Main Street / 17th Floor  
Post Office Box 11070 (29211-1070)  
Columbia, SC 29201  
(803) 799-2000

Rivers S. Stilwell  
104 South Main Street / Ninth Floor  
Post Office Box 10084 (29603-0084)  
Greenville, SC 29601  
(864) 250-2300

*Attorneys for P.J. Richardson*

February 27, 2012  
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

---

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

Steven H. John, Circuit Court Judge

---

Case No. 2007-CP-23-3206

---

North American Rescue Products, Inc., ..... Respondent,  
v.  
P.J. Richardson, ..... Petitioner.

---

PROOF OF SERVICE

---

I, the undersigned Administrative Assistant of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Petitioner P.J. Richardson, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address(es):

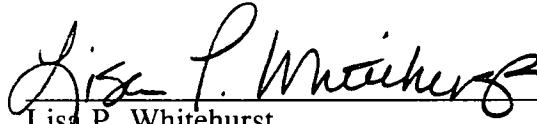
Pleadings:

P.J. Richardson's Petition for Writ of Certiorari and  
Appendix

Counsel Served:

Robert L. Widener, Esquire  
McNair Law Firm, PA  
Post Office Box 11390  
Columbia, SC 29211

Bernie W. Ellis, Esquire  
McNair Law Firm, PA  
Post Office Box 447  
Greenville, SC 29602



---

Lisa P. Whitehurst  
Administrative Assistant

February 27, 2012