

79072

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Ralph P. Stroman, Special Referee

**RECEIVED**

MAR 28 2016

SC Court of Appeals

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Case No: 2009-CP-26-3596  
Consolidated With  
Case No: 2010-CP-26-11320  
Appellate No: 2013-000714

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Ronald Jarmuth, Appellant,

v.

The International Club Homeowners  
Association, Inc., Rosemary Toth,  
and K. A. Diehl & Associates, Respondents.

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APPELLANT'S MOTION FOR RECONSIDERATION OF  
ORDER GRANTING COSTS  
ON APPEAL

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Ronald Jarmuth  
249 Pickering Drive  
Murrells Inlet, SC 29576  
843-314-4355  
Appellant, Pro Se

Henrietta U. Golding  
Alicia Thompson  
2411 Oak Street; Suite 206  
Myrtle Beach, SC 29577-3164  
843-444-1107  
Attorneys for Respondents

1. Appellant hereby moves for RECONSIDERATION of the March 24, 2016 Order of the Court of Appeals (Exhibit D) granting costs on appeal to Respondent. The Order granted Respondent \$3,793.40. The award of any costs at all should be reversed because it is unmistakably contrary to the law and totally at odds with the uncontroverted facts and evidence. The order awarding costs is starkly at odds with the letter and intent of SCACR Rule 222 (cited by the Order as its authority) as well as established case law and practice in every state as well as in federal practice.

2. There can be nothing simpler:

a. The Order commands that although Appellant paid for the transcript (see Appellate Court Form 11 with paid invoice, Exhibit A) and although Appellant provided Respondent a copy of the transcript as part of the Record on Appeal, Appellant is ordered to pay Respondent for the same transcript. How mistaken is this?

b. The Order commands that Appellant “reimburse” Respondent for other items when the undisputed evidence is that Respondent never paid a cent for anything from the beginning of the case through this moment.

The Order cites SCACR Rule 222 but section(b) of the Rule says that the Court can only award costs

“to the extent the party actually incurred these costs”

The Respondent’s insurance policy (Exhibit F) provides that after Respondent paid its \$2,500 annual deductible in 2009,<sup>1</sup> thereafter Respondent pays nothing for the

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<sup>1</sup> This is an annual deductible paid for the first case in any year. There is no deductible for later cases filed the same year. On June 4, 2009 Respondent paid McCutcheon, Mumford \$2500 for “File 4997” which was a controversy involving The Villas HOA. Respondent paid no deductible and no other costs in this case.

case the \$2,500 is related to NOR FOR ANY OTHER CASE INITIATED THAT YEAR! As members of the Bar, the Judges of the Court of Appeals know how this works. To emphasize this point Appellant provided copies of Respondent's 2009 and 2010 itemized legal expenses – every penny of it – from Respondent's General Ledger (Exhibits B and C) and it can plainly be seen that despite dozens of motions plead to in those years Respondent did not pay a cent for this case. Appellant disputed that Respondent incurred any cost claimed. It is beyond belief that the Court of Appeals decided that all of a sudden in 2013 Respondent started paying legal costs in this case. The Court of Appeals has the Record on Appeal before it. The Court needs to look at the fact that at trial Respondent claimed that it's legal expenses in this case was only an initial \$2500 insurance deductible<sup>2</sup> and Respondent never asked for motion fees or any costs subsequent to answering the Complaint – obviously because none were incurred. If Respondent never paid anything for (and never claimed) any costs for any of the nine (9) depositions<sup>3</sup> held pre-trial, how can the Court of Appeals honestly believe that it paid anything related to the Appeal? To award Respondent any costs on appeal all the Judges of the Panel must have set aside their collective years of experience in legal practice and must have ignored all the evidence set before them by Appellant when he filed his Return in Opposition to the Motion for Costs.

3. For additional cause, Appellant points out that:

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<sup>2</sup> The Court should note that during the trial the Respondent's President testified that this was not the deductible in this case but was related to defending a South Carolina Human Affairs Commission investigation that Respondent had violated civil rights.

<sup>3</sup> Record on Appeal Items 31 – 39, pp. 1055 – 1862.

a. The Order would have Appellant pay TWICE for the transcript which he, not the Respondent, paid for. See Exhibit A, Appellant's Form 11 (Transcript Order) April 9, 2013. Appellant, not Respondent, paid for the transcript, which Appellant, nor Respondent, filed as part of the Record on Appeal. Respondent had no need for a separate copy because Appellant provided Respondent a copy of the transcript as part of the Record on Appeal.

b. The Respondent never denied Appellant's allegation, submitted with evidence (in Appellant's Response in Opposition) that Respondent never actually incurred any costs in appeal at all. Respondent's bare itemized list was not sufficient to overcome evidence that Respondent never paid for anything related to this case from its inception forward. See 2009 and 2010 Respondent General Ledgers, Legal Expenses, Exhibits B and C.

c. Granting costs of a response to a motion for reconsideration (final Order) filed prior to a Petition for Writ is explicitly outside the very limited and inclusive list of what items reimbursement is permitted for. SCRAP Rule 223(b) provides that, except for the cost of printing Respondent's Response Brief, only an Appellant is allowed costs – if successful. The exclusive list set out in the rule is as follows:

“(b) Costs Allowed. ...

“(1) the filing fee paid under Rule 203(d);” This is paid by the Appellant.

“(2) the cost of the court reporter's transcript;”.

SCRAP Rule 207 provides that it is the Appellant, not the Respondent, who pays for the transcript:

“Rule 207, Transcript of Proceedings. (a) Appeals From a Lower Court. (1) Ordering the Transcript. Where a transcript of the proceeding must be prepared... appellant shall ... make satisfactory arrangements ... in writing with the court reporter for furnishing the transcript. “ (underlining / italics added)

See Exhibit A. Appellant submitted evidence, including a paid bill, that Appellant paid for the transcript. Respondent filed only the itemized list. Upon challenge by Appellant, Respondent did not file a Reply with evidence of payment.

“(3) premiums paid for costs of supersedeas bonds or other bonds obtained to preserve rights pending appeal;

This third in the exclusive list of allowable charges is, again, available only to an Appellant.

“(4) the cost of printing the Record on Appeal under Rule 209; and”

SCRAP Rule 210(b) provides, once again, that this is a cost which is incurred by the Appellant, not the Respondent:

“Rule 210 Record on Appeal... (b) Time for Filing. The appellant must file ...the Record on Appeal “

While Respondent is permitted to recover costs actually incurred in filing supplements to the Record on Appeal ordered by the Appellate Court, this illustrates the principal that with the exception of item (5) below, document costs are only recoverable to the Appellant if he prevails.

“(5) the cost of printing the party's final brief(s) under Rule 210.”

This is the only recoverable printing costs allowed to a Respondent by SCRAP Rule 207(b), and it is only allowable if actually incurred. When challenged, Respondent had a burden which Respondent chose not to meet to prove the costs were actually incurred. Per the Respondent' General Ledgers, Exhibits B and C, Respondent never actually incurred any cost in this case.

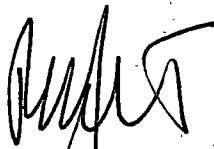
**“In addition, the party shall be entitled to recover an attorney's fee in an amount which shall be set by order of the Supreme Court.”**

The key phrase in the rule is “to recover”. SCRAP Rule 207 provides that costs must be actually and necessarily incurred. The rule DOES NOT read “shall be entitled to an attorney’s fee” but rather reads “to recover an attorney’s fee” which by the clear meaning of the rule means that the Respondent must have PAID an attorney’s fee. Respondent chose not to reply to the evidence based assertion that Respondent never paid any attorney fees at all in this case, not in the trial court nor in the appellate court. Having failed to provide at least an argument as to how Appellant was wrong on the matter, the Appellate Court must observe that the Respondent failed to meet its burden of overcoming Appellant’s evidence based opposition to the Motion for Costs.

As to the costs of Respondent’s printing of the Response Brief and Supplement to the Record on Appeal, that same abdication of the need for at least a Reply to the assertion of “no costs actually incurred” must be taken as an admission of no costs actually incurred and no entitlement to any costs at all.

4. **CONCLUSION**

For the reasons stated, Appellant MOVES THE COURT to set aside its Order allowing Costs and to Deny Respondent’s Motion for Costs in its entirety.



Ronald Jarmuth, Appellant Pro Se  
249 Pickering Drive  
Murrells Inlet, SC 29576  
843-314-4355  
March 28, 2016

FORM 11  
LETTER ORDERING TRANSCRIPT FROM COURT REPORTER

April 9, 2013

The Honorable Daniel E. Shearouse,  
Clerk of the Supreme Court  
Supreme Court of South Carolina  
Supreme Court Building  
1231 Gervais Street  
Columbia, South Carolina 29201-3206  
(803) 734-1080

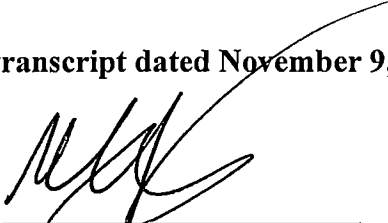
RE: Ronald Jarmuth, Appellant v The International Club Homeowners Association Inc,  
Rosemary Toth, and K.A. Diehl, Respondents,  
Case No. 2009-CP-26-3596 consolidated with 2010-CP-26-11320

Dear Mr. Shearouse :

I have complied with the requirement to order the transcript of the trial which led to the Order from which I am appealing.

On November 9, 2012 I paid for the transcript of the trial in this case which took place August 8 through 12, 2012 before Special Referee Ralph Stroman. The transcript was delivered to me on January 29, 2013, although the Defendants received their copy of the transcript the previous week.

I enclose a copy of the "Paid" receipt for the transcript dated November 9, 2012.

  
\_\_\_\_\_  
Ronald Jarmuth, Appellant Pro Se  
249 Pickering Drive  
Murrells Inlet, SC 29576  
843-314-4355

cc:

Henrietta Golding  
Alicia Thompson  
McNair Law Firm, P.A.  
2411 Oak Street; Suite 206  
Myrtle Beach, SC 29577-3164  
843-444-1107

Attorneys for Rosemary Toth, International Club HOA; and K.A. Diehl

A

**Invoice Number:**  
**71142A**

Prestige Court Reporting, Inc.  
413 Paul Street  
Conway, SC 29527  
1 (843) 248-5252  
Federal ID# 57-0941643



**APPEARANCE**  
11/9/2012  
**DATE BILLED:**  
11/9/2012

**BILL TO:**

Ronald Jarmuth  
249 Pickering Drive  
Murrells Inlet, SC 29576

**CASE CAPTION:**

Jarmuth vs. IHOA  
CASE NO: 2009-CP-26-03596

**TERMS**

Payment in Advance

**DELIVERED BY**

Priority Mail

**REPORTER**

SBB

**TRANS.**

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1,036	2002.1	Original transcript of hearing	4.75	4,921.00
2	4002	Transcript Notebooks	10.00	20.00
1	6000.1	Handling and Delivery of Transcript	50.00	50.00

Please include our invoice number on your check, and thank you for your business.

**Total**

**\$4,991.00**

International Club HOA, Inc.

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
 Ending account #: "Last"  
 \*\*\* Not a standard period \*\*\*  
 Profit center: "All"

Starting date: 01/01/09  
 Ending date: 12/31/09

Acct.#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
611-003	Printing	.00	40.00	40.00	.00	.00

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
09/11/09	AR0000	2709		40.00	Dear - copies	
09/30/09	GJ0200	2709	40.00		R/C miskeyed deposit	

612-000	Postage Expense	.00	6,735.32	7.18	6,728.14	6,728.14
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DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/31/09	AP0000	VH3291	163.81		K. A. DIEHL & ASSOCIATES,	Jan 09 monthly charges
02/28/09	AP0000	VH3350	61.12		K. A. DIEHL & ASSOCIATES,	Feb 09 monthly charges
03/10/09	AP0000	VH3352	420.87		CAROLINA MAIL HOUSE, INC	Board mailing
03/10/09	AP0000	VH3353	181.93		CAROLINA MAIL HOUSE, INC	Newletter mailing
03/31/09	AP0000	VH3406	256.53		K. A. DIEHL & ASSOCIATES,	March 09 monthly charges
04/08/09	AP0000	VH3419	166.86		CAROLINA MAIL HOUSE, INC	trash ltr mailing
04/30/09	AP0000	VH3470	385.16		K. A. DIEHL & ASSOCIATES,	April 09 monthly charges
05/15/09	AP0000	VH3510	7.18		POST MASTER	To fund returned mail
05/18/09	AP0000	3510		7.18	POST MASTER	To fund returned mail
05/31/09	AP0000	VH3528	944.40		K. A. DIEHL & ASSOCIATES,	May 09 monthly charges
06/17/09	AP0000	VH3570	626.63		CAROLINA MAIL HOUSE, INC	Certificate mailing
06/17/09	AP0000	VH3571	536.15		CAROLINA MAIL HOUSE, INC	Legal lawsuit information
06/17/09	AP0000	VH3571	1.55		CAROLINA MAIL HOUSE, INC	Legal lawsuit information
06/17/09	AP0000	VH3582	550.00		POST MASTER	Postage for mailing
06/30/09	AP0000	VH3600	536.31		CAROLINA MAIL HOUSE, INC	Spec mtg mailing
06/30/09	AP0000	VH3610	163.35		K. A. DIEHL & ASSOCIATES,	June 09 monthly charges
07/31/09	AP0000	VH3672	122.37		K. A. DIEHL & ASSOCIATES,	July 09 monthly charges
08/27/09	AP0000	VH3742	456.92		K. A. DIEHL & ASSOCIATES,	Aug 09 monthly charges
09/15/09	AP0000	VH3777	543.98		CAROLINA MAIL HOUSE, INC	Proxy mailing
09/30/09	AP0000	VH3800	193.24		K. A. DIEHL & ASSOCIATES,	Sept 09 monthly charges
10/30/09	AP0000	VH3883	130.74		K. A. DIEHL & ASSOCIATES,	Oct 09 monthly charges
11/30/09	AP0000	VH3934	143.53		K. A. DIEHL & ASSOCIATES,	Nov 09 monthly charges
12/31/09	AP0000	VH3995	142.69		K. A. DIEHL & ASSOCIATES,	Dec 09 monthly charges

620-000	Legal Services	.00	32,038.50	5,697.00	26,341.50	26,341.50
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DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/27/09	AP0000	VH3265	4,672.50		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
02/24/09	AP0000	VH3327	1,848.25		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
03/17/09	AP0000	VH3381	520.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
04/21/09	AP0000	VH3456	3,568.50		MCCUTCHEN,MUMFORD,VAUGHT,	File #49927
04/30/09	AP0000	VH3473	861.50		MCCUTCHEN,MUMFORD,VAUGHT,	3/30/09-4/24/09 srvs
04/30/09	AP0000	VH3474	1,060.00		MCCUTCHEN,MUMFORD,VAUGHT,	4/16/09-4/28/09 srvs
04/30/09	AP0000	VH3475	1,900.00		MCCUTCHEN,MUMFORD,VAUGHT,	3/31/09-4/21/09 srvs
06/01/09	GJ0167	AUDIT		4,577.00	To accrue 123108 expenses	
06/01/09	GJ0167	AUDIT		1,120.00	To accrue 123108 expenses	
06/04/09	AP0000	VH3541	80.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #51413
06/04/09	AP0000	VH3542	920.00		MCCUTCHEN,MUMFORD,VAUGHT,	File #51294

B

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
 Ending account #: "Last"  
 \*\*\* Not a standard period \*\*\*  
 Profit center: "All"

Starting date: 01/01/09  
 Ending date: 12/31/09

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
06/04/09	AP0000 VH3543	2,500.00		MCCUTCHEN,MUMFORD,VAUGHT,		File #49927
06/09/09	AP0000 VH3564	52.50		PATRICK & STATHOS, LLC		File #07-076
07/07/09	AP0000 VH3615	1,293.75		J. THOMAS MIKELL, PC		Legal services
07/15/09	AP0000 VH3647	2,241.50		MCCUTCHEN,MUMFORD,VAUGHT,		Legal service
07/15/09	AP0000 VH3648	2,220.00		MCCUTCHEN,MUMFORD,VAUGHT,		Legal services
07/15/09	AP0000 VH3649	60.00		MCCUTCHEN,MUMFORD,VAUGHT,		Legal services
07/31/09	AP0000 VH3700	2,980.00		MCCUTCHEN,MUMFORD,VAUGHT,		Legal services
07/31/09	AP0000 VH3701	260.00		MCCUTCHEN,MUMFORD,VAUGHT,		Legal Services
10/13/09	AP0000 VH3838	2,500.00		MCNAIR LAW FIRM, P.A.		Sept 09 legal services
11/19/09	AP0000 VH3840	2,500.00		PARKER, POE, ADAMS & BERN		File #IN760-114055 legal

621-000 Audit Services .00 2,350.00 .00 2,350.00 2,350.00

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/06/09	AP0000	VH3215	350.00		C. NICHOLAS DIEZ, CPA LLC	Rev of fin stmts
03/31/09	AP0000	VH3401	500.00		C. NICHOLAS DIEZ, CPA LLC	Rev of fin stmts yr end
07/28/09	AP0000	VH3667	1,500.00		ANDREW C. THOMPSON, CPA	Audit of fin stmts

622-000 Management Services .00 54,498.34 6,787.20 47,711.14 47,711.14

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/05/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
02/02/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
03/02/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
04/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
04/30/09	GJ0138	NEWBUDG		4,524.80	R/C 30% mgmt fee	
05/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
05/31/09	GJ0145	BUDGET		1,131.20	R/C Mgmt Fee 30% to ament	
06/01/09	AP0000	1	3,770.67		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
06/30/09	GJ0162	BUDGET		1,131.20	R/C 30% mgmt fee to amen.	
07/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
08/03/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
09/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
10/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
11/02/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
11/18/09	AP0000	VH3918	15,037.50		K. A. DIEHL & ASSOCIATES,	Admins & mtg attendance
12/01/09	AP0000	1	2,639.47		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
12/31/09	GJ0231	697	1,000.00		To R/C to mgmt fee	

623-000 Insurance Expense .00 2,268.25 165.00 2,103.25 2,103.25

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/31/09	RJ0001	INS SCH	58.32		Amort Ins Expense	
02/28/09	RJ0001	INS SCH	161.25		Amort Ins Expense	
03/31/09	RJ0001	INS SCH	161.25		Amort Ins Expense	
04/30/09	RJ0001	INS SCH	161.25		Amort Ins Expense	
05/31/09	RJ0001	INS SCH	161.25		Amort Ins Expense	

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
 Ending account #: "Last"  
 \*\*\* Not a standard period \*\*\*  
 Profit center: "All"

Starting date: 01/01/10  
 Ending date: 12/31/10

Acct.#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
07/21/10	AP0000 VH5144	576.00		CAROLINA MAIL HOUSE, INC		Newsletter mailing
07/21/10	AP0000 VH5145	224.00		CAROLINA MAIL HOUSE, INC		AMM mailing for 2010
07/30/10	AP0000 VH5161	178.80		K. A. DIEHL & ASSOCIATES,		July 2010 monthly charges
08/23/10	AP0000 VH5206	19.50		K. A. DIEHL		Aug 2010 coupon order
08/31/10	AP0000 VH5213	147.28		K. A. DIEHL		Aug 2010 monthly charges
08/31/10	AP0000 VH5220	315.87		CAROLINA MAIL HOUSE, INC		Annual Mtg Packet
09/15/10	AP0000 VH5236	566.26		SONSHINE PRINTING		Cover letters
09/30/10	AP0000 VH5283	465.78		K. A. DIEHL		Sept charges
10/29/10	AP0000 VH5336	13.00		K. A. DIEHL		Oct 2010 coupon order
10/31/10	AP0000 VH5340	103.20		K. A. DIEHL		Oct 2010 monthly charges
11/30/10	AP0000 VH5395	539.20		CAROLINA MAIL HOUSE, INC		Budget mailing
11/30/10	AP0000 VH5409	68.00		K. A. DIEHL		Nov 2010 monthly charges
12/16/10	AP0000 VH5437	1,751.75		K. A. DIEHL		2011 coupon order billing
12/31/10	GJ0372 VH100	71.96		Accr KAD chrgs for Dec		
612-000	Postage Expense	.00	3,697.10	.00	3,697.10	3,697.10

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/31/10	AP0000	VH4054	164.22		K. A. DIEHL & ASSOCIATES,	Jan 2010 monthly charges
02/28/10	AP0000	VH4111	86.56		K. A. DIEHL & ASSOCIATES,	Feb 2010 monthly charges
03/30/10	AP0000	VH4193	86.15		K. A. DIEHL & ASSOCIATES,	March '10 monthly charges
03/31/10	AP0000	VH4197	491.91		CAROLINA MAIL HOUSE, INC	Newsletter mailing
04/30/10	AP0000	VH4885	128.18		K. A. DIEHL & ASSOCIATES,	April 2010 monthly charge
05/28/10	AP0000	VH5021	186.20		K. A. DIEHL & ASSOCIATES,	May 2010 monthly charges
06/30/10	AP0000	VH5088	115.31		K. A. DIEHL & ASSOCIATES,	June 2010 monthly charges
07/21/10	AP0000	VH5144	224.89		CAROLINA MAIL HOUSE, INC	Newsletter mailing
07/21/10	AP0000	VH5145	224.89		CAROLINA MAIL HOUSE, INC	AMM mailing for 2010
07/30/10	AP0000	VH5161	132.76		K. A. DIEHL & ASSOCIATES,	July 2010 monthly charges
08/31/10	AP0000	VH5213	132.60		K. A. DIEHL	Aug 2010 monthly charges
08/31/10	AP0000	VH5220	706.35		CAROLINA MAIL HOUSE, INC	Annual Mtg Packet
09/15/10	AP0000	VH5237	345.06		CAROLINA MAIL HOUSE, INC	Letter mailing
09/30/10	AP0000	VH5283	137.65		K. A. DIEHL	Sept charges
10/31/10	AP0000	VH5340	79.99		K. A. DIEHL	Oct 2010 monthly charges
11/30/10	AP0000	VH5395	296.87		CAROLINA MAIL HOUSE, INC	Budget mailing
11/30/10	AP0000	VH5409	98.28		K. A. DIEHL	Nov 2010 monthly charges
12/31/10	GJ0372	VH100	59.23		Accr KAD chrgs for Dec	

620-000	Legal Services	.00	9,232.99	3,607.37	5,625.62	5,625.62
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DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/15/10	AP0000	VH4028	250.15		MCCUTCHEN,MUMFORD,VAUGHT,	File #52857
02/28/10	AP0000	VH4116	125.00		MCCUTCHEN,MUMFORD,VAUGHT,	Dec 2009 legal svcs
03/16/10	AP0000	VH4154	889.50		MCNAIR LAW FIRM, P.A.	Matter #051490.00003
04/30/10	GJ0284	VH4154		889.50	R/C McNair-easemnt exp	
05/13/10	AP0000	VH4986	585.00		PATRICK & STATHOS, LLC	File #07-076 legal svcs
06/01/10	GJ0305	AUDITOR		250.15	Accrue expenses	
06/01/10	GJ0305	AUDITOR		125.00	Accrue expenses	

C

GENERAL LEDGER TRIAL BALANCE

Starting account #: "First"  
 Ending account #: "Last"  
 \*\*\* Not a standard period \*\*\*  
 Profit center: "All"

Starting date: 01/01/10  
 Ending date: 12/31/10

Acct-#	Description	Begin-balance	Total-DR	Total-CR	Net-change	End-balance
	06/09/10 AP0000 VH5044	2,500.00				051490.00002
	06/09/10 AR0000 7898		992.34			
	06/30/10 AP0000 VH5079	325.00				
	07/06/10 AR0000 AR06		250.00			Legal services
	07/13/10 AP0000 VH5096	250.00				
	07/21/10 AP0000 VH5146	176.11				File #54033HC
	07/30/10 AP0000 VH5163	325.00				Prof svcs thru 6/30/10
	08/31/10 AP0000 VH5216	125.00				File #53135HC legal svcs
	09/29/10 AP0000 VH5272	250.00				File #54447HC legal svcs
	10/08/10 AR0000 AR06		175.00			Re:Thomas Zegray
	10/12/10 AP0000 VH5311	175.00				Owner Expense Adjust.
	11/10/10 AP0000 VH5355	275.38				File #54450HC legal svcs
	11/10/10 AP0000 VH5356	325.00				File #54031HC legal svcs
	11/10/10 AR0000 AR06		325.00			File #54444HC legal svcs
	11/10/10 AR0000 AR06		275.38			Owner Expense Adjust.
	11/17/10 AP0000 VH5382	913.90				Owner Expense Adjust.
	11/30/10 AP0000 VH5403	325.00				Matter #051490.00004
	12/08/10 AP0000 VH5412	5.00				Matter #051490.00003
	12/17/10 AP0000 VH5443	562.95				File #55269HC
	12/17/10 AP0000 VH5444	275.00				Matter #051490.00004
	12/17/10 AP0000 VH5445	250.00				Matter #051490.00003
	12/17/10 AP0000 VH5449	325.00				File #55270HC
	12/20/10 AR0000 AR06		325.00			File #54446HC legal svcs
						Owner Expense Adjust.

621-000 Audit Services .00 3,775.00 1,625.00 2,150.00 2,150.00

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
03/23/10	AP0000	4161		1,025.00	ANDREW C. THOMPSON, CPA	wrong community used
03/23/10	AP0000	VH4161	1,025.00		ANDREW C. THOMPSON, CPA	Fin stmts yr end
04/09/10	AP0000	VH4215	600.00		ANDREW C. THOMPSON, CPA	Rev of tax effects
04/30/10	GJ0284	VH4215		600.00	R/C A.Thompson-ease.exp	
07/01/10	AP0000	VH5091	2,150.00		ANDREW C. THOMPSON, CPA	Audit of fin stmts

622-000 Management Services .00 34,120.80 .00 34,120.80 34,120.80

DATE	SOURCE	REFERENCE	DR-AMOUNT	CR-AMOUNT	DESCRIPTION	A/P REFERENCE
01/04/10	AP0000	1	2,773.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
01/27/10	AP0000	7	70.00		K. A. DIEHL & ASSOCIATES,	MGMT FEE ADJ FOR JAN
02/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
03/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
04/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
05/03/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
06/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
07/01/10	AP0000	1	2,843.40		K. A. DIEHL & ASSOCIATES,	MANAGEMENT FEE
08/02/10	AP0000	1	2,843.40		K. A. DIEHL	MANAGEMENT FEE
09/01/10	AP0000	1	2,843.40		K. A. DIEHL	MANAGEMENT FEE
10/01/10	AP0000	1	2,843.40		K. A. DIEHL	MANAGEMENT FEE

# The South Carolina Court of Appeals

Ronald Jarmuth, Appellant,

v.

The International Club Homeowners Association, Inc.,  
Rosemary Toth, and K.A. Diehl & Associates, Inc.,  
Respondents.

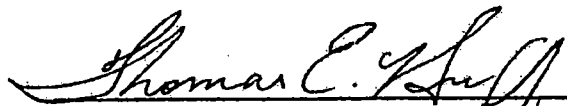
Appellate Case No. 2013-000714

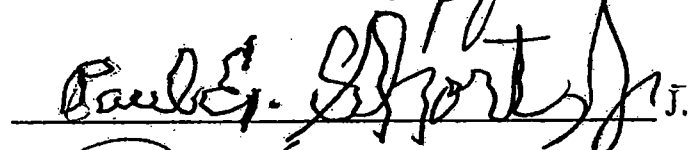
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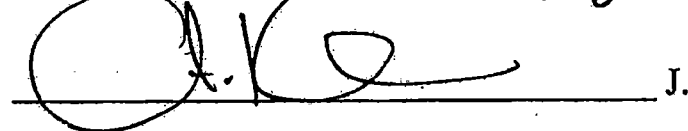
## ORDER

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Pursuant to Rule 222 of the South Carolina Appellate Court Rules, the motion for costs filed by Respondents is granted in the amount of \$3,793.40 against Appellant. The lower court or tribunal is directed to add this award of costs to the remittitur.

  
\_\_\_\_\_  
A.C.J.

  
\_\_\_\_\_  
J.

  
\_\_\_\_\_  
J.

Columbia, South Carolina

cc:

**FILED**

March 24, 2016

D

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Ralph P. Stroman, Special Referee

Case No.: 2009-CP-26-3596  
Consolidated With  
Case No.: 2010-CP-26-11320  
Appellate No.: 2013-000714

**RECEIVED**

MAR 28 2016

**SC Court of Appeals**

Ronald Jarmuth, ..... *Pro Se* Appellant,

v.

The International Club Homeowners  
Association, Inc., Rosemary Toth, and  
K.A. Diehl & Associates, Inc., ..... Respondents.

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MOTION FOR COSTS

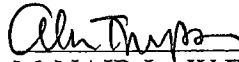
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Respondents, The International Club Homeowners Association, Inc., Rosemary Toth, and K.A. Diehl & Associates, Inc., move pursuant to Rule 222, SCACR, for assessment of costs in the matter against the Appellant, Ronald Jarmuth. A sworn, itemized statement of the recoverable costs incurred in this matter accompanies this motion.

**SIGNATURE BLOCK – NEXT PAGE**

**E**

Respectfully submitted,



---

McNAIR LAW FIRM, P.A.  
Henrietta U. Golding, SC Bar #2173  
Alicia E. Thompson, SC Bar #77056  
Post Office Box 336  
2411 Oak Street, Suite 206  
Myrtle Beach, SC 29578  
(843) 444-1107

Attorneys for Respondents  
The International Club Homeowners  
Association, Inc., Rosemary Toth, and K.A.  
Diehl & Associates, Inc.

Myrtle Beach, South Carolina  
Date: February 5, 2016

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

Ralph P. Stroman, Special Referee

Case No.: 2009-CP-26-3596  
Consolidated With  
Case No.: 2010-CP-26-11320  
Appellate No.: 2013-000714

Ronald Jarmuth, ..... *Pro Se* Appellant,

v.

The International Club Homeowners  
Association, Inc., Rosemary Toth, and  
K.A. Diehl & Associates, Inc., ..... Respondents.

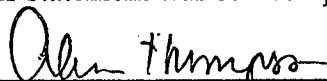
ITEMIZED STATEMENT OF COSTS

The Appellate Court Clerk is requested to tax the following costs against the  
Appellant, Ronald Jarmuth (“Appellant”), in this case:

COSTS TAXABLE UNDER RULE 222, SCACR	NO. OF PAGES	RATE	REQUESTED	ALLOWED (For Court Use Only)
Cost of Printing or Copying Final Brief	855	.10 per page and 17 binding strips at \$2.45 strip (includes cost of binding and cover pages)	\$ 127.15	

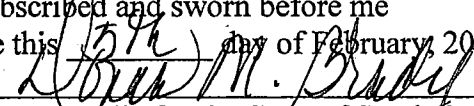
Cost of Court Reporter's Transcript		Prestige Court Reporting	\$2,587.00	
Attorney's Fee Provided By Rule 222(b), SCACR			\$1,000.00	
Other (specify and explain):				
Respondents' Supplemental Record as Ordered by Court on 10/29/13 and filed 11/7/13	266	.10 per page and 17 binding strips at \$2.45 strip (includes cost of binding and cover pages)	\$ 68.25	
Respondents' Supplemental Record as Ordered by Court on 1/2/14 and filed 1/7/14	95		\$ 51.15	
Respondents' Return to Appellant's Motion for Rehearing filed 3/23/15	73	.10 per page	\$ 7.30	
		TOTAL	\$ 3,840.85	\$

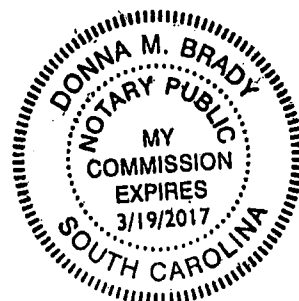
I, Alicia E. Thompson, do swear that the foregoing costs are correct and were necessarily incurred in this action. A copy of this statement was served upon Appellant.

  
 McNAIR LAW FIRM, P.A.  
 Henrietta U. Golding, SC Bar #2173  
 Alicia E. Thompson, SC Bar #77056  
 Post Office Box 336  
 2411 Oak Street, Suite 206  
 Myrtle Beach, SC 29578  
 (843) 444-1107

Attorneys for Respondents  
 The International Club Homeowners  
 Association, Inc., Rosemary Toth, and K.A.  
 Diehl & Associates, Inc.

Subscribed and sworn before me  
 me this 15th day of February, 2016

  
 Notary Public for the State of South Carolina  
 My Commission Expires: 3/19/2017  
 (Seal)

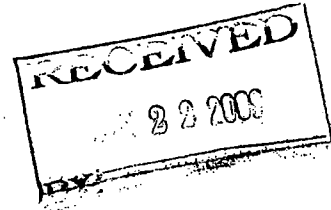




11A

January 15, 2009

International Club POA, Inc.  
K.A. Diehl & Associates, Inc.  
P.O. Box 2537  
Murrells Inlet, SC 29576



RE: Policy No. 104460344  
Type of Policy: Directors & Officers Liability  
Company: Travelers C&S Co. of America  
Inception Date: 01/20/09

Dear Beckie:

Enclosed is your renewal Directors & Officers Liability policy. Please read it carefully and contact our office if there are any adjustments which should be made or if you have had any changes in your exposure such as acquisitions or sales.

If for any reason this renewal coverage is not desired, please return the policy (ies) to our office within ten (10) days with your instructions. Please note that some policies have minimum earned premiums, taxes, and fees if returned after the effective date of coverage.

If we can be of assistance with any of your other insurance matters, please feel free to contact us. We have a full range of products available for business, homeowners, auto, life, health and retirement planning. We appreciate your continued business.

Kindest Regards,

Robin E. Rossi  
Customer Service Representative

#RENENCO1

**Myrtle Beach**  
1813 N. Oak Street • P.O. Box 2410  
Myrtle Beach, SC 29578  
Tel: 843-626-3030  
Fax: 843-448-5633

**Quality Insurance Protection**  
[www.WaccamawInsurance.com](http://www.WaccamawInsurance.com)  
[Generalmail@WaccamawInsurance.com](mailto:Generalmail@WaccamawInsurance.com)

**Murrells Inlet**  
3955 Highway 17 Bypass • P.O. Box 3948  
Murrells Inlet, SC 29576  
Tel: 843-357-9090  
Fax: 843-357-6343

F



NON-PROFIT MANAGEMENT AND ORGANIZATION LIABILITY  
INSURANCE POLICY

DECLARATIONS

POLICY NO. 104460344

Travelers Casualty and Surety Company of America  
Hartford, CT 06183  
(Herein, the "Insurer")

THIS IS A CLAIMS MADE AND REPORTED POLICY WITH DEFENSE COSTS INCLUDED IN THE LIMIT OF LIABILITY.  
PLEASE READ THE ENTIRE POLICY CAREFULLY.

NOTICE: THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE "INSUREDS" DURING THE "POLICY PERIOD" AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS "DEFENSE COSTS." ANY "DEFENSE COSTS" THAT ARE INCURRED SHALL BE APPLIED AGAINST THE APPLICABLE RETENTION. THE INSURER SHALL HAVE THE RIGHT AND DUTY TO DEFEND ANY CLAIM AGAINST THE INSUREDS UNDER THIS POLICY.

**ITEM 1. INSURED ORGANIZATION'S NAME and PRINCIPAL ADDRESS:**

INTERNATIONAL-CLUB PROPERTY OWNERS ASSOCIATION, INC.  
PO BOX 2537  
C/O K.A. DIEHL & ASSOCIATES  
MURRELLS INLET, SC 29576

**ITEM 2. POLICY PERIOD:**

(a) From January 20, 2009 (b) To January 20, 2010 at 12:01 a.m.  
Local Time both dates at the Principal Address stated in ITEM 1

**ITEM 3. LIMIT OF LIABILITY (Inclusive of Defense Costs):**

\$1,000,000.00 maximum aggregate Limit of Liability for all Claims first made in the Policy Period.

**ITEM 4. RETENTION:**

- (a) No Retention shall apply to Non-Indemnified Loss
- (b) \$2,500.00 all Indemnified Loss.

**ITEM 5. PREMIUM:**

\$1,935.00 prepaid premium for the Policy Period.

**ITEM 6. PREMIUM FOR DISCOVERY PERIOD: \$1,451.25**

**ITEM 7. LENGTH OF DISCOVERY PERIOD: 365 days.**

**ITEM 8. NOTICE REQUIRED TO BE GIVEN TO THE INSURER SHALL BE ADDRESSED TO:**

Travelers Bond & Financial Products Claim  
One Tower Square, 2S2  
Hartford, CT 06183

**ITEM 9. PENDING AND PRIOR LITIGATION DATE: January 20, 2005**

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM Horry COUNTY  
Court of Common Pleas

Ralph P. Stroman, Special Referee

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Case No: 2009-CP-26-3596  
Consolidated With  
Case No: 2010-CP-26-11320  
Appellate No: 2013-000714

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**RECEIVED**  
MAR 28 2016  
SC Court of Appeals

Ronald Jarmuth, Appellant,

v.

The International Club Homeowners  
Association, Inc., Rosemary Toth,  
and K. A. Diehl & Associates, Respondents.


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**PROOF OF SERVICE**

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I certify that on March 28, 2016 I served Appellant's Motion for Reconsideration of Order Allowing Costs on Appeal by depositing a copy of same in the United States Mail, postage prepaid, addressed to Respondent's common counsel, Henrietta Golding; McNair Law Firm, P.A.; 2411 Oak Street; Suite 206; Myrtle Beach, SC 29577-3164.

March 28, 2016

  
Ronald Jarmuth  
249 Pickering Drive  
Murrells Inlet, SC 29576  
843-314-4355  
Appellant, Pro Se

Ronald Jarmuth  
249 Pickering Drive  
Murrells Inlet, SC 29576  
843-314-4355  
March 28, 2016

**RECEIVED**

MAR 28 2016

**SC Court of Appeals**

The Honorable Jenny Abbott Kitchings, Clerk  
South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, South Carolina 29211-1629  
803-734-1890

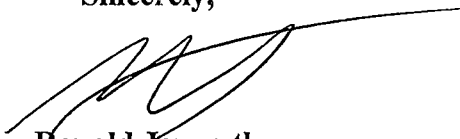
**Re: Motion for Reconsideration of Order allowing Costs to Respondent:  
Appeal 2013000714 Jarmuth v International Club HOA et al  
2009CP263596 in the Court of Common Pleas, Horry County**

Dear Madam Clerk:

Please file the attached Motion for Reconsideration of Order Allowing Costs on Appeal which I provide as one unbound plus six bound copies, together with my check in the amount of twenty five dollars, the motion filing fee.

Thank you for your attention to this matter.

Sincerely,



Ronald Jarmuth  
Appellant Pro Se  
249 Pickering Drive  
Murrells Inlet, SC 29576

Enc: as

Cf: Henrietta Golding, Attorney for Respondents