

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2014-CP-28-940

Jean P. Derrick

Lisa C. Moore

FILED FOR RECORD
2016 MAR 21 AM 11:32

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APR 18 2016
SC Court of Appeals

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: JOYCE McDONALD
CLERK OF COURT
KERSHAW COUNTY, S.C. Attorney for : Plaintiff Defendant Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : This matter came before the Court on January 27, 2016 as a 59(e) motion to amend the December 4, 2015 Order. Defendant's counsel argues Rule 10 of SCRAP Rule 16 provides that "consent may be withdrawn" after parties agree to take a fee matter to the Fee Disputes Resolution Board (the Board), however this is an erroneous interpretation of the phrase. The "consent may be withdrawn" language refers specifically to the email correspondence among the Board, the client, and the lawyer. It does not refer to the consent of taking the matter in front of the Board. Furthermore, the South Carolina Uniform Arbitration Act makes clear that the Act does not apply to "a pre-agreement entered into when the relationship of the contracting parties is such that of a lawyer-client. . ." § 15-48-10(b)(3). Therefore, the motion for reconsideration is denied.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

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

Circuit Court Judge MD

Judge Code 2161

Date 3-16-14

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class, or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

ATTEST: True, Correct & Certified
Court
Olga T. Howard
Clerk of Court Kershaw County