THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Hon. Perry H. Gravely, Circuit Court Judge

RECEIVED
APR 27 2017
SC Court of Appeals

Appellate Case No. 2016-001691
Case No. 2015-CP-23-06023

---

iStar Tara, LLC, ... Respondent,

v.

Stevens Aviation, Inc., Greenville County,
South Carolina, and City of Greenville,
South Carolina, ... Defendants,

Of whom

Stevens Aviation, Inc., is the ..... Appellant.

FINAL REPLY BRIEF OF APPELLANT

Kirsten E. Small
Julio E. Mendoza
Kyle A. Brannon
Suzanne Taylor Graham Grigg
Nexsen Pruet, LLC
Post Office Drawer 10648
Greenville, SC 29603
(864) 370-2211

Attorneys for Appellant Stevens Aviation, Inc.

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES

OTHER AUTHORITIES

TREATISES

INTRODUCTION

For purposes of deciding whether the circuit court erred in dismissing Appellant Stevens Aviation, Inc.'s ("Stevens") counterclaims, this Court must assume the truth of the following factual allegations:

In early 2015, Stevens owed Respondent iStar Tara, LLC ("iStar") $24,925,000, plus accrued interest, under the terms of an amended Loan Agreement and two promissory notes, referred to as the "Tranche A Note" and the "Tranche B Note." (R. pp. 17-19 (Compl. ¶¶ 22-30); R. pp. 273-369 (Compl. Exs. 12-14).) The Tranche A Note matured on March 1, 2015, at which time Stevens was required to pay iStar $18,925,000, plus accrued interest. (R. pp. 17-18, 24 (Compl. ¶¶ 23, 52).)

Stevens and iStar negotiated and entered into an oral contract (the "Discounted Payment Contract"), under which Stevens agreed that by the end of August 2015, it would pay iStar $8 million in cash and confer on iStar a non-cash, contingent right to receive 50 percent of the proceeds of any sale of Stevens's equity occurring within the next four years (the "Contingent Equity Right"). (R. pp. 393-394 (Answer & Countercls. ¶ 82).)

Stevens spent the next several months performing its part of the Discounted Payment Contract by arranging financing to support the $8 million cash payment to iStar—an effort that ultimately cost Stevens $250,000 in expenses and lost business opportunities. (R. pp. 394, 395(Answer & Countercls. ¶¶ 85, 89).) iStar knew or should have known that Stevens was engaging in these efforts in reliance on the existence of the Discounted Payment Contract. Stevens obtained sufficient commitments by mid-July

2015, at which time it notified iStar that it was ready to make the $8 million cash payment and to transfer the non-cash Contingent Equity Right to iStar. (R. pp. 394-395 (Answer & Countercls. ¶¶ 85-86).) At this point, iStar attempted to change the Discounted Payment Contract by adding additional terms the parties had not previously discussed. (R. pp. 394-395 (Answer & Countercls. ¶ 86).) Stevens refused to accept these new terms, whereupon iStar breached the Discounted Payment Contract by refusing to honor its terms. (R. p. 395 (Answer & Countercls. ¶¶ 87-88).)

Although these facts are sufficient to state counterclaims for breach of contract, negligent misrepresentation, and promissory estoppel, the circuit court dismissed Stevens's counterclaims on the basis that they were prohibited by the "no oral modifications" clause of the Loan Agreement. (R. p. 4 (Order, Apr. 26, 2016, at 1).)

The order of the circuit court should be reversed, and Stevens should be allowed to proceed with its counterclaims. Reversal is proper regardless of whether, as iStar contends, the Discounted Payment Contract is an oral modification of the Loan Agreement. First, the facts alleged by Stevens, which this Court must accept as true, establish that the Discounted Payment Contract is a new agreement, not a modification of the Loan Agreement. Second, even if the Discounted Payment Contract is an oral modification of the Loan Agreement, it is enforceable pursuant to either of two well-established exceptions to enforceability of no-oral-modifications clauses.

ARGUMENT

I. THE FACTS ALLEGED BY STEVENS ESTABLISH AN ENFORCEABLE ORAL CONTRACT.

As Stevens noted in its opening brief, oral contracts are recognized and enforceable under both South Carolina and New York law. Br. of Appellant at 7-9. The facts alleged in Stevens's counterclaims sufficiently allege the formation, and subsequent breach, of an oral contract. "The necessary elements of a contract are offer, acceptance, and valuable consideration." *Hennes v. Shaw*, 397 S.C. 391, 399, 725 S.E.2d 501, 505 (Ct. App. 2012). Provided these three elements are met, "a contract need not be in writing to be enforceable." *Id.* Here, Stevens's counterclaims allege that iStar agreed to accept $8 million in cash and the non-cash Contingent Equity Right "in full and complete satisfaction of the indebtedness which is the subject of this case." (R. pp. 393-394 (Answer & Countercls. ¶ 82).) Thus, in addition to offer and acceptance, there was valuable consideration on both sides. *See id.* (defining consideration as "some right, interest, profit or benefit accruing to one party or some forbearance, detriment, loss or responsibility given, suffered, or undertaken by the other" (internal quotation marks omitted)).[1]

---

[1] iStar contends, incorrectly, that Stevens's opening brief makes a new argument that the Discounted Payment Contract is a novation. *See* Br. of Resp't at 7. Stevens's argument has always been the same: that the Discounted Payment Agreement is not a modification of the Loan Agreement but a separate contract, pursuant to which iStar agreed to accept $8 million in cash and the non-cash Contingent Equity Right "in full satisfaction of the indebtedness at issue in this case." (R. p. 408 (Stevens Aviation, Inc.'s Mem. in Opp. to Pl.'s Mot. to Dismiss Countercls., at 1).) Although Stevens did not cite cases, its memorandum clearly described a novation, *i.e.*, "a mutual agreement between the parties concerned for the discharge of a valid existing obligation by the substitution of a new valid obligation on the part of the debtor." 30 S.C. Jur. *Contracts* § 75; *accord* William Shakespeare, Romeo & Juliet act 2, sc. 2 ("What's in a name? That which we call a rose /

Stevens's counterclaims also alleged that iStar breached the Discounted Payment Contract by refusing to accept performance from Stevens unless Stevens agreed to modify the Discounted Payment Agreement with additional, onerous terms. (R. pp. 394-395 (Answer & Countercls. ¶¶ 86-87).)

Although these allegations must be taken as true for purposes of this appeal, *see Chestnut v. AVX Corp.*, 413 S.C. 224, 227, 776 S.E.2d 82, 74 (2015), iStar nevertheless urges the Court to ignore them, asserting that "the existence of a contract is a question of law rather than fact when the undisputed facts do not establish a contract." Br. of Resp't at 4 (citing *Stevens & Wilkinson of S.C., Inc. v. City of Columbia*, 409 S.C. 568, 762 S.E.2d 696 (2014)). iStar argues that because the existence and terms of the Loan Agreement are undisputed, the Discounted Payment Contract "cannot exist as a separate contract." Br. of Resp't at 5.

By any other name would smell as sweet."), *cited in Cole Vision Corp. v. Hobbs*, 394 S.C. 144, 149 n.3, 714 S.E.2d 537, 540 n.3 (2011). Stevens's opening brief to this Court simply provided case citations to further support the same argument it had made in the circuit court.

iStar also contends that Stevens failed to allege all of the elements of a novation because it failed to plead that iStar intended for the Discounted Payment Contract to replace Stevens's obligations under the Loan Agreement. Br. of Resp't at 7. South Carolina law provides that the primary purpose of pleadings is to notify the opposing party of the issues and that "[p]leadings are to be liberally construed to do substantial justice to all parties." *Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573-74, 743 S.E.2d 778, 785 (2013) (internal quotation marks omitted). Steven's counterclaims meet this standard, in that Stevens alleged that the parties agreed—evidencing the intent of both Stevens and iStar—that the Discounted Payment Contract would fully and completely satisfy Stevens's indebtedness to iStar. (R. pp. 393-394 (Answer & Countercls. ¶ 82).)

iStar appears to be relying on *Stevens & Wilkinson* as support for the proposition that the undisputed existence and terms of the Loan Agreement preclude the formation of any subsequent oral contract between the parties. But, that is not a fair reading of *Stevens & Wilkinson*. In that case, the plaintiffs asserted that a written memorandum of understanding (MOU) constituted a contract that had been breached by the defendants, while the defendants, also pointing to the MOU, argued that there was no contract. *Stevens & Wilkinson*, 409 S.C. at 575, 762 S.E.2d at 699. Thus, the only issue before the Supreme Court was the legal significance of the words used in the MOU.

The critical difference between *Stevens & Wilkinson* and this case is that in *Stevens & Wilkinson*, both sides pointed to the same written document as establishing (or not establishing) the existence of a contract. Since there were no disputed facts (both sides agreed on what the MOU said), the only question before the Court was one of law: whether or not the terms of the MOU established a contract. *Stevens & Wilkinson*, therefore, stands outside of—and does not contradict—the established rule that "the existence of a contract is ordinarily a question of fact for the jury." *Id.* at 578, 762 S.E.2d at 701.

This case is more like *Springbob v. University of South Carolina*, 407 S.C. 490, 757 S.E.2d 384 (2014). That case involved a written contract under which plaintiffs received access to premium seats and other amenities at the University of South Carolina's basketball arena, in exchange for payment of an annual fee additional to Gamecock Club membership and the price of the seats. *See id.* at 494, 757 S.E.2d at 386. When the University sought to charge plaintiffs the annual fee for a sixth year, plaintiffs alleged

that they had been orally promised that from the sixth year on, they would continue to be entitled to the premium seats and other amenities but would no longer have to pay the annual fee. Even though the written contract established a five-year term, the Supreme Court held that the plaintiffs' affidavits created a question of fact regarding the existence of the oral contract. *See id.* at 498, 757 S.E.2d at 388. As *Springbob* makes clear, the existence of a written contract does not, as a matter of law, preclude an oral contract between the same parties.

II. THE DISCOUNTED PAYMENT AGREEMENT IS ENFORCEABLE EVEN IF IT IS A MODIFICATION OF THE LOAN AGREEMENT.

iStar contends, and the circuit court agreed, that the Discounted Payment Contract was not a separate agreement but a modification of the Loan Agreement, rendered unenforceable by the Loan Agreement's no-oral-modifications clause. As explained above, the Discounted Payment Contract is a new agreement in substitution of the Loan Agreement, not a modification. But even if the Discounted Payment Contract modifies the Loan Agreement, the no-oral-modifications clause does not bar its enforcement, and therefore the circuit court erred in dismissing Stevens's counterclaims.

iStar acknowledges that N.Y. Gen. Oblig. Law § 15-301(1), which codifies the enforceability of no-oral-modification clauses, is subject to two exceptions: partial performance and equitable estoppel. *See Rose v. Spa Realty Assocs.*, 466 N.E.2d 1279, 1281 (N.Y. 1977). iStar maintains, however, that the facts alleged in Stevens's counterclaims do not satisfy either exception. Specifically, iStar contends that Stevens's performance under the Discounted Payment Contract "was entirely consistent with the Loan Agreement," Br. of

Resp't at 9, and that Stevens "could not have reasonably relied on" iStar's promise to accept $8 million in cash and the Contingent Equity Right in satisfaction of the debt under the Loan Agreement. Neither of these arguments bears scrutiny.

A. Section 15-301(1) does not apply because Stevens fully performed its obligations under the Discounted Payment Contract.

As Stevens noted in its opening brief, Br. of Appellant at 11, § 15-301(1) seeks to protect contracting parties by ensuring the authenticity of oral modifications to written contracts. *See Rose*, 366 N.E.2d at 1282. Consequently, the statute serves no function when an oral modification has been fully performed, because the modification is objectively demonstrated by the performance. *See id.* Stevens's counterclaims allege that it fully performed its obligations under the Discounted Payment Contract by locating financing to support the $8 million cash payment and by tendering the $8 million in cash and the Contingent Equity Right to iStar in July 2015. iStar's failure to perform its end of the bargain notwithstanding, Stevens's performance removes the Discount Payment Contract from the ambit of § 15-301(1), which applies only to executory oral modifications. *See Rose*, 366 N.E.2d at 1283; *Maynard Ct. Owners Corp. v. Rentoulis*, 652 N.Y.S.2d 664, 665-666 (N.Y. App. Div. 1997).

B. Stevens's tender of $8 million cash and the non-cash Contingent Equity Right is unequivocally referable to Discounted Payment Contract.

At a minimum, the factual allegations of Stevens's counterclaims establish at least partial performance of the Discounted Payment Contract. Partial performance of an oral

modification will overcome § 15-301(1) if it is "unequivocally referable to the oral modification." *Rose*, 366 N.E.2d at 1282. Conduct is "unequivocally referable" to an oral modification when it is "unintelligible or at least extraordinary, explainable only with reference to the oral agreement." *Anostario v. Vicinanzo*, 450 N.E.2d 215, 216 (N.Y. 1983) (internal quotation marks omitted).[2]

In arguing that Stevens's performance of the Discounted Payment Contract fails this test, iStar focuses exclusively on Stevens's agreement to pay the $8 million in cash, asserting that the cash payment is consistent with Stevens's obligations under the Loan Agreement. However, iStar fails to account for the Contingent Equity Right, which is entirely inconsistent with the Loan Agreement because it is not a monetary payment. Based on the facts alleged by Stevens, therefore, a reasonable juror could conclude that it was "unintelligible or ... extraordinary" for Stevens, which owed $18,925,000 plus accrued interest on a fully matured loan, to attempt to satisfy that debt by tendering a cash payment of less than half the amount owed (after months of effort to obtain new loan commitments to cobble the payment together), together with a non-cash right to receive some of the proceeds of a future sale that might or might not occur.

The cases iStar relies on, Br. of Resp't at 10-14, are not to the contrary. iStar first cites *Towers Charter & Marine Corp. v. Cadillac Insurance Co.*, 894 F.2d 516 (2d Cir. 1990). In

---

[2] Citing *Towers Charter & Marine Corp. v. Cadillac Insurance Co.*, 894 F.2d 516, 522 (2d Cir. 1990), iStar contends that the partial performance exception applies only if the performance is "utterly inconsistent" with the original contract. Br. of Resp't at 9. However, neither *Towers Charter* nor *Rose*, on which *Towers Charter* relies, uses this phrase to describe the partial performance exception.

Towers Charter, the parties' written agreement for a loan to finance the purchase of a yacht required the borrower to deliver certain documents to the lender at least 30 days before the scheduled closing date. After failing to meet this deadline, the borrower claimed that the lender had orally agreed not to insist on timely submission of the documents, and it pointed to its expenditure of funds to refurbish the yacht as partial performance of this alleged oral agreement. The Second Circuit rejected this argument, reasoning that both the delivery of the documents and the beginning of work to refurbish the yacht were consistent with the written agreement, and thus did not support the partial performance exception. *Towers Charter* thus involved a belated performance of existing obligations—not, as in this case, the performance of new and different obligations.

Further, iStar contends that *Village on Canon v. Bankers Trust Co.*, 920 F. Supp. 520 (S.D.N.Y. 1996), and *Gun Hill Road Service Station, Inc. v. ExxonMobil Oil Corp.*, 2013 WL 395096 (S.D.N.Y. Feb. 1, 2013), are "more analogous" to the facts of this case, Br. of Resp't at 12, but it is wrong on both counts. In *Village on Canon*, the plaintiff alleged an oral agreement to extend the term of a bridge loan, arguing that it had partially performed the agreement by continuing to make interest payments after the bridge loan matured. *See Village on Canon*, 920 F. Supp. at 527. The district court rejected this argument because the written terms of the bridge loan required continued interest payments after maturity or default—and thus, the plaintiff's conduct was entirely consistent with the written agreement. *See id.* In this case, by contrast, iStar does not contend that the Discounted Payment Contract was required, or even contemplated, by the written terms of the Loan Agreement.

Gun Hill Road is similarly inapposite. In that case, the plaintiff claimed that a written franchise agreement was orally modified by the franchisor's promise not to charge rent until certain construction problems could be resolved, and argued that the franchisor had partially performed that agreement by not charging rent in certain months. *See Gun Hill Road Serv. Station*, 2013 WL 395096, at *5. In an unpublished decision, the district court concluded that while the franchisor's forbearance was consistent with the alleged oral agreement, it was "just as easily explained as an attempt to improve a strained business relationship with a franchisee." *Id.* at *6. Unlike in *Gun Hill Road*, the oral contract alleged by Stevens in this case does not entail any forbearance of either party's rights under the Loan Agreement but rather establishes a new agreement between the parties. Therefore, *Gun Hill Road* does not support iStar's position.

iStar also maintains that the *Rose* decision is distinguishable from this case, contending that the *Rose* court applied the partial performance exception because the *defendant's* conduct was inconsistent with the written agreement, while in this case Stevens, as the counterclaim *plaintiff*, points to its own conduct as evidence of the oral agreement. Br. of Resp't at 11-12. iStar's interpretation of *Rose* cannot be squared with the text of the decision, which describes the parties' conduct as "an indisputable *mutual* departure from the written agreement." *Rose*, 366 N.E.2d at 1283 (emphasis added). Moreover, New York's highest court has held that "[w]hen the parties dispute whether an oral agreement has been formed, it is the conduct of the party advocating *for* the oral agreement that is determinative, although the conduct of both parties may be relevant." *Eujoy Realty Corp. v. Van Wagner Commc'ns, LLC*, 4 N.E.3d 336, 344 (N.Y. 2013) (emphasis

in original; internal quotation marks omitted); *see also, e.g., Club Haven Inv. Co. v. Capital Co. of Am., LLC*, 160 F. Supp. 2d 590, 592-93 (S.D.N.Y. 2001) (holding that the plaintiff had alleged sufficient facts regarding its own conduct to demonstrate partial performance of an alleged oral modification); *Amresco Fin. I, L.P. v. Stone-Tec, Inc.*, 1998 WL 888987, at *3 (S.D.N.Y. Dec. 21, 1998) (looking to the conduct of defendants, who were asserting an oral modification as a defense to a breach-of-contract claim); *Anostario*, 450 N.E.2d at 216 ("The doctrine of part performance may be invoked only if the *plaintiff's* actions can be characterized as 'unequivocally referable' to the agreement alleged." (emphasis added)).

C. iStar should be equitably estopped from denying the existence of an oral modification of the Loan Agreement.

The equitable estoppel exception to § 15-301(1) rests on the principle that "[o]nce a party to a written agreement has induced another's significant and substantial reliance upon an oral modification, the first party may be estopped from invoking the statute to bar proof of the modification." *Rose*, 366 N.E.2d at 1283. For the reasons discussed in the previous section, Stevens's conduct in bundling together the $8 million cash payment and preparing to transfer the non-cash Contingent Equity Right is unequivocally referable to the parties' oral agreement. The question, therefore, becomes whether Stevens reasonably relied on the oral agreement in undertaking this conduct.

iStar maintains that Stevens's reliance was not reasonable and cites *John Street Leasehold LLC v. FDIC*, 196 F.3d 379 (2d Cir. 1999) (per curiam), in support. iStar contends that in *John Street*, the Second Circuit held that the plaintiff/borrower ("John Street") could not reasonably rely on an alleged oral agreement to waive the "call" provision of a

syndicated mortgage loan because the defendant/lender ("FDIC") had reminded John Street that any modification of the mortgage agreement had to be in writing. Br. of Resp't at 14-15.

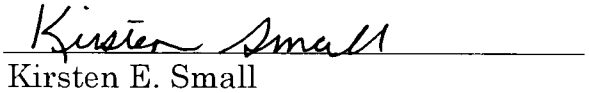
iStar misreads *John Street*. The Second Circuit never reached the question of reasonable reliance because it concluded that John Street failed to carry the antecedent burden of proving the existence of an oral modification. *John Street*, 196 F.3d at 382 (holding that the evidence "fail[ed] to raise a genuine issue of material fact as to *whether the parties had agreed to an oral modification*" (emphasis added)). The court's statement that John Street had been reminded of the no-oral-modifications clause was made in support of its conclusion that there was no meeting of the minds between John Street and the FDIC, and thus no oral modification of the mortgage agreement. *See id.* The court did not reach the question of whether, if there had been an oral agreement, John Street could reasonably have relied on it.

In this case, the facts alleged in Stevens's counterclaims are sufficient to plead the equitable estoppel exception to § 15-301(1). Stevens alleged that the parties had a meeting of the minds regarding the Discounted Payment Contract and that "iStar knew or should have known that Stevens would [and in fact, did] expend substantial time and resources" between March and July 2015 to arrange financing of the $8 million lump-sum payment. (R. p. 394 (Answer & Countercls. ¶¶ 84-85).) For purposes of reviewing the circuit court's dismissal of Stevens's counterclaims, this Court must assume the truth that Stevens actually relied on the existence of the Discounted Payment Contract and that iStar knew or should have known of Stevens's reliance.

CONCLUSION

For the reasons set forth above and in Stevens's opening brief, the circuit court erred in dismissing Stevens's counterclaims. Accordingly, Stevens respectfully asks the Court to reverse the circuit court.

Respectfully submitted,



Kirsten E. Small
Julio E. Mendoza, Jr.
Kyle A. Brannon
Suzanne Taylor Graham Grigg
Nexsen Pruet, LLC
55 East Camperdown Way (29601)
Post Office Drawer 10648
Greenville, SC 29603-0648
PHONE: 864.370.2211
KSmall@nexsenpruet.com

Attorneys for Appellant Stevens Aviation, Inc.

April 25, 2017
Greenville, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
APR 27 2017
SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Hon. Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2016-001691
Case No. 2015-CP-23-06023

iStar Tara, LLC, ... Respondent,

v.

Stevens Aviation, Inc., Greenville County, South Carolina, and City of Greenville, South Carolina, ... Defendants,

Of whom

Stevens Aviation, Inc., is the ..... Appellant.

CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that the foregoing Final Reply Brief of Appellant complies with Rule 211(b).

April 25, 2017

Kirsten E. Small
Julio E. Mendoza, Jr.
Kyle A. Brannon
Suzanne Taylor Graham Grigg
Nexsen Pruet, LLC
Post Office Drawer 10648
Greenville, SC 29603
(864) 370-2211

Attorneys for Appellant Stevens Aviation, Inc.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas
Hon. Perry H. Gravely, Circuit Court Judge

RECEIVED
APR 27 2017
SC Court of Appeals

Appellate Case No. 2016-001691
Case No. 2015-CP-23-06023

---

iStar Tara, LLC, ... Respondent,

v.

Stevens Aviation, Inc., Greenville County,
South Carolina, and City of Greenville,
South Carolina, ... Defendants,

Of whom

Stevens Aviation, Inc., is the ..... Appellant.

CERTIFICATE OF SERVICE

I certify that I have served the foregoing **Final Brief of Appellant** and **Final Reply Brief of Appellant** on Respondent by depositing a copy of the same in the United States Mail on this 25th day of April, 2017, addressed to the following:

Rebecca K. Lindahl
Richard L. Farley
Katten Muchin Rosenman LLP
550 S. Tryon Street, Suite 2900
Charlotte, NC 28202

Rivers Stillwell
Nelson Mullins Riley & Scarborough
Poinsett Plaza, Suite 900
104 S. Main Street
Greenville, SC 29601

Nexsen Pruet, LLC

(b)

NEXSEN|PRUET

Kirsten E. Small
Member
Admitted in SC, NC, MD

April 25, 2017

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED
APR 27 2017
SC Court of Appeals

Re: *iStar Tara, LLC v. Stevens Aviation, Inc., et al.*
Appellate Case No. 2016-001691

Dear Ms. Kitchings:

Regarding the above-referenced case, enclosed please find the original and 15 copies of both the Final Brief and Final Reply Brief of Appellant, as well as the Certificate of Service. Please return file-stamped copies of each document in the enclosed, postage-paid envelope. By copy of this letter, I have served counsel for all parties, as indicated in the Certificate of Service.

Sincerely,

Kirsten E. Small

KES/vgp

cc: Counsel of Record

Charleston
Charlotte
Columbia
Greensboro
Greenville
Hilton Head
Myrtle Beach
Raleigh

55 East Camperdown Way
Suite 400 (29601)
PO BOX 10648
Greenville, SC 29603-0648
www.nexsenpruet.com

T 864.282.1112
F 864.477.2619
E KSmall@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law