

CASE NO.: 2016-001158

**THE STATE OF SOUTH CAROLINA
IN COURT OF APPEALS**

Wendell Cooper

Plaintiff-Appellant

v.

East Coast Granite and Tile Inc.

Defendant-Appellee

RECEIVED

MAY 04 2017

SC Court of Appeals

**ON APPEAL FROM GREENVILLE COUNTY
COURT OF COMMON PLEAS**

BRIEF OF APPELLANT

DATE: May 1, 2017

Wendell Cooper, Pro Se
117 Palm Springs Way
Simpsonville, South Carolina 29681

Oral Argument Requested

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D. The Sales Representative Geoff Polin Mislead Court When He Stated That Appellant Contract With Another Company To Purchase The Granted At A Cheaper Price. 10

TABLE OF AUTHORITIES

FEDERAL CASES

Peckham v. Larsen Chevrolet-Buick-Oldsmobile, Inc., 99 IDAHO 675,677,587 P. 2d 816 818 (1978) 2-711

Pavesi v. Ford Motor Co., 155 N.J. Super. 373, 378 (App. Div. 1978)

Ramirez v. Autosport 88 N.J. 277 (1982), 440 A.2d 1345

Miron v. Yonkers Raceway, Inc., 400 F.2d 112, 119 (2d Cir. 1968)

STATUTES

S.C. UCC 36-2-106(4)

S.C. UCC 36-2-711

S.C. UCC 36-2-512(1) (2)

S.C. UCC 36-2-301(2)

S.C. UCC 36-2-606(1)

S.C. UCC 36-2-713

S.C. UCC 36-2-309

STATEMENT OF ISSUES ON APPEAL

DID THE TRIAL COURT ERR AS A MATTER OF LAW BY NOT ALLOWING THE APPELLANT THE RIGHT TO REJECT THE DELIVERY OF GOODS THAT DID NOT CONFORM TO THE CONTRACT UNDER S.C. UNIFORM COMMERCIAL CODE 36-2-711 (S.C. UCC)?

DID THE TRIAL COURT ERR AS A MATTER OF LAW IN RULING THAT APPELLANT WAS NOT ENTITLED TO BE RESTORED TO HIS PRE-CONTRACT

POSITION WHEN THE MAGISTRATE COURT RULED IN PLAINTIFF FAVOR UNDER S.C. UNIFORM COMMERCIAL CODE 36-2-106 (4)

DID THE TRIAL COURT ERR AS A MATTER OF LAW IN RULING THAT WHEN APPELLANT REJECTED THE DELIVERY OF GOODS FOR NON-CONFORMITY, WHICH THE BURDEN WAS ON THE SELLER TO PROVE THAT THE NONCONFORMITY WAS CORRECTED ACCORDING TO S.C. UNIFORM COMMERCIAL CODE 36-2-512 (1)(2). SEE CASE LAW MIRON V. YONKERS RACEWAY, INC., 400 F.2d 112, 119 (2 Cir.1968)?

DID THE TRIAL COURT ERR AS A MATTER OF LAW IN RULING THAT ABSENCE OF A SPECIFIC TIME PROVISION IN THE CONTRACT IS GOVERNED BY REASONABLE TIME TO CURE THE MATTER BEFORE NOTICE OF TERMINATION OF THE CONTRACT IN ACCORDANCE WITH S.C. UNIFORM COMMERCIAL CODE 36-2-309(2)?

DID THE TRIAL COURT ERR AS A MATTER OF LAW IN RULING THAT THERE WAS A BINDING CONTRACT BETWEEN THE APPELLANT AND EAST COAST GRANITE AND TILE WHEN THE CONTRACT WAS REJECTED FOR NON-CONFORMITY? SEE S.C. UNIFORM COMMERCIAL CODE 36- 2-606?

DID THE TRIAL COURT ERR AS A MATTER OF LAW IN RULING THAT APPELLANT WAS NOT ENTITLED TO RECOUP ALL MONIES PAID IN ADVANCE IN ACCORDANCE WITH S.C. UNIFORM CODE 36-2-711? SEE (PECKHAM V. LARSEN CHEVROLET-BUICK-OLDSMOBILE, INC., 99 IDAHO 675,677,587 P. 2D 816 818 (1978) (RECOVER OF PRICE PAID).

DID THE TRIAL COURT ERR AS A MATTER OF LAW IN RULING THAT IN NOT RECOGNIZING THAT THE RECORD DID NOT CONTAIN ANY WRITTEN NOTICE BY THE SELLER TO CURE THE NON-CONFORMITY IDENTIFIED BY THE APPELLANT IN ACCORDANCE WITH S.C. 36-2-501 (1)?

STATEMENT OF THE CASE

The Pro Se Appellant Wendell Cooper respectfully submit this brief as motion to restore Appellant to his pre-contractual positon. The brief urges this Court to reverse the discussion below, and thus supports the position of Appellant Wendell Cooper.

On November 31, 2014, Cooper contracted with East Coast Granite to install Granite and Vessels in the master bathroom, guest bathroom, and hall bathroom. The installation of the above was delayed due to contractor's issues. Nevertheless, when Cooper met Geoff Polin at the warehouse he brought with him a sample of the flooring to match it with the granite. This was

done in the sun light, inside in the show room and sample of granite was taken to his residence to make sure that the paint, granite, and flooring matched.

On May 6, 2015, Cooper contacted Geoff Polin by email to inform him that the residence was ready for the granite to be installed. In this email Cooper informed Polin that the cabinet company he recommended never got back with him. In addition, Cooper asked Polin if his company would match C&A Home Improvement (C & A) price for the granite. C&A offered Cooper a discount on the granite provided that he purchased both the cabinet and granite.

On or about May 11, 2015, the granite was scheduled for installation. The installers never showed for the appointment.

On or about May 12, 2015, the granite was again scheduled to be installed. The installers never showed for the appointment.

On or about May 13, 2015, the granite was again scheduled to be installed. The installers never showed for the appointment.

On or about May 14, 2015, the granite was again scheduled to be installed. The installers did show up for the appointment, but with the incorrect color of granite. At this time, Cooper had a conversation with the installers and it was concluded that the granite was the incorrect color. The installers then removed the granite at the instruction of their supervisor.

On or about May 18, 2015, Cooper met with the store manager to discuss the issues with the color of the granite. At this time, the manager insisted that the color was correct and Cooper again disagreed.

On June 23, 2015, Cooper contracted with Blue Corral Stoneworks to finish the job that was not completed by East Coast Granite and Tile.

On June 23, 2015, Cooper filed a claim in small claims court to be reimbursed for expenses paid in advance in the amount of \$2273.66, due to good being rejected because of non-conformity.

On September 29, 2015, this case was heard before Judge Dean Ford in Magistrate Court. In which Judge Ford ruled in favor of Cooper and instructed the Defendant to pay \$80 court cost and deliver the rejected granite to Cooper.

On November 29, 2015, Cooper filed an appeal in the Court of Common Pleas.

On April 28, 2016, Judge Letitia Verdin dismissed the appeal in favor of the defendant.

Nature of the action and relief sought

This action against East Cost Granite and Tile for sale on approval and return of goods, which plaintiff alleges that defendant failed to deliver the correct color and pattern of granite. As a result, Plaintiff was forced to incur additional expenses by having another company to finish the work. The trial Court ruled in favor of the plaintiff by granting him court cost and the delivery of the non-delivered granite. The Court of Common Pleas of Appeal entered a judgment affirming the lower court decision not restore plaintiff to his pre-contract position. In the case at bar the Court failed explain the legislative reasons for its ruling. Plaintiff seeks reversal judgement to restore him to his pre-contract position.

Nature of the judgment

The nature of the judgement agreed with the lower court's ruling. However, absent from the record is the Court's reasons of law for its decision. Thus, Appellant can only have speculated why the Court ruled against him, which creates an undue burden to defend his rights.

Basis of appellant jurisdiction

Appellant jurisdiction is based on Title 14-Court of Appeals section 14-8-260.

Effective date for the appellant purpose

The judgement to affirm the Magistrate's Court decision was signed April 28, 2016. The notice of Appeal was served and filed on May 27, 2016.

SUMMARY OF THE ARGUMENT

There is no evidence in record that would refute the testimony of both the plaintiff and his witness who personally heard the installers' state that the granite was not the same color as outlined in the picture. The installer made a call to the office and according to the installer he was informed to remove the granite.

The defendant failed to produce any directed testimony from any of the installers that would contradict the above statement. Defendant never denied that the installer said the granite was the wrong color. On the contrary, they provided testimony that the installers were not authorized to make the above statement. Nevertheless, they identified themselves as working for the defendant

The contract is non-binding until buyer accepts the goods and the installation of said goods. As such, the buyer rightfully rejected the goods when they did not conform to the contract. Thus, allowing plaintiff to cancel his contract and seek reimbursement. Since this case involves the rejection of goods it is not necessary for the plaintiff to address whether the seller has the right cure substantial defects that justify revocation of acceptance. See *Pavesi v. Ford Motor Co.*, 155 N.J. Super. 373, 378 (App. Div. 1978) (right to cure after acceptance limited to trivial defects). *Ramirez v. Autosport* 88 N.J. 277 (1982), 440 A.2d 1345 and S.C. UCC 36-2-711.

Upon rejection of goods, the burden is on the seller to prove that the non-conformity was corrected. *Miron v. Yonkers Raceway, Inc.*, 400 F.2d 112, 119 (2d Cir. 1968) and S.C. UCC 36-2-512.

Upon rejection of goods, the buyer is entitled to a full reimbursement of monies paid. S.C. UCC 36-2-711. (*Peckham v. Larsen Chevrolet-Buick-Oldsmobile, Inc.*, 99 Idaho 675,677,587 P. 2D 816 818 (1978) 2-711 (Recover of price paid.)

The time for the seller to deliver the granite had exhausted and the buyer rightfully cancelled the contract.

In the color section of the contract the seller lists the color of the granite as "Gallo Ornamental" is type of stone with come in various colors. Pat's indoor and outdoor materials @ <http:patscolor.com/materals/granite/giallo-ornamental/>

The Court or defendant have invoked a statue, case law or standard of conduct that would deny plaintiff rights of a full reimbursement following the Court's ruling in favor of the Cooper.

The contract includes the approval of sold of goods and the installation of said goods. There is no instruction

ARGUMENT

I. THE CONTACT IS NONE BINDING BECAUSE THE BUYER REJECTED THE DELIVERY OF THE GOODS, THUS PROVIDING THE BUYER WITH THE RIGHT TO CANCEL THE CONTRACT.

A. The S.C. UCC Laws allows the buyer to reject the contract and receive reimbursement in several insistences.

1. S.C. UCC 36-2-606 (1) sates in part, "Accept of good occurs when the buyer after a reasonable opportunity to inspect the goods signifies to the seller that the goods are conforming or that he will take or retain them in spite of their non-conformity.

The seller has made part of his contract the following condition (*Page 1 of the contract item 18*) "All balances due are to be paid on arrival of the installation team. Homeowner or contractor will sign off that they are completely satisfied prior to the installation team leaving the job site. In this case Cooper rejected the delivery of goods as the result of the granite being the wrong color.

2. S.C. UCC 36-2-711(1)(b) "Where the seller fails to make delivery of repudiates or the buyer rightfully rejects or justifiably revokes acceptance the with respect to any goods involved...the buyer may cancel or and whether or not he has done so may in addition recovering so much of the price as paid has been. (b) Recover damages for non-delivery as provide in this chapter (Section 36- 2-713).
3. S.C. UCC 36-2-106 "Cancellation occurs when either party puts an end to the contract for breach by the other and its effect is the same as that of termination except that the canceling party also retains remedy for the breach of the whole contract or any unperformed balance.

Cooper requested the reimbursement of payment that had been paid under rejected contract as the result of Cooper having hire another company to complete the job. Accordingly, Judge Ford was required by law to request the seller to reimburse Cooper the cost of the contract. As stated in Cooper's complaint, he should have been reimbursed for the installation cost because the seller never installed the granite.

B. The Seller Was Provide with Ample To Cure Buyers Reasons for Not Acceptance Non-Conformity of Goods, Which The Burden Remain with The Seller To Prove The Non-Conformity Was Corrected.

On or about May 14, 2015, the installer came to install the granite and removed the granite. Moreover, Cooper did not sign any paperwork accepting the delivery of the granite. On or about May 18, 2015 Cooper met with the manger concerning the color of the granite and a mutual to the matter was not obtainable. Nor did the Seller provide Cooper with any written suggestion that would indicate that they were willing cure the problem. Thus, Cooper filed a complaint in Small Claims Court on June 23, 2015. Furthermore, there is no specific time provision in the seller's

contract for delivery. The seller has reasonable time to deliver the after a request by buyer to deliver the good. Where a contract provides for successful performance but is indefinite in duration it is valid for a reasonable time but unless otherwise agreed may terminated at any time by either party. (See S.C. UCC 36-2 309). The time following Cooper's rejection of the delivery of the granite coupled with the silence by the seller to address the matter at hand. Cooper decided to file a complaint in Small Claim Court canceling his contract with the seller. Thereby asking the Court to enter a judgment for Cooper in the about of the cancelled contract. *Ramirez v. Auto* 88 N.J. 277 (1982) 440 A.2d 1345

This case is very similar to the case at bar. The respondent rejected the van delivery following the inspection of the van with a salesman he advised the respondent's not to accept the van because it was not ready for delivery. Even though the two parties tried to work things out they could not come to an agreement, therefore the respondents never took possession of the van. The court ruled that the respondent's had a right to cancel the contact for any nonconformity and be restored to their pre-contract positon. Nonetheless, the seller may still effect a cure and preclude unfair rejection and cancellation by the buyer. The trail court determined respondent had rejected the van within a reasonable time. Appellant has the burden of proving that it had corrected the defects and court found that Appellant did effect a cure. Thus, the respondent was entitled to cancel the contract.

C. Appellant Provided Testimony From A Witness That Was Present During the Installation of the Granite. The Witness testified that the Installers Stated That the Granite Was the Wrong Color.

The Appellee did not present any documentation or testimony that installers were not qualified to make the above statement. It would appear that the installers would have to some knowledge base about granitite because the seller's contract requires them have the homeowner

to sign-off that there is no damage to granite and they are completely satisfied before they leave the residence. When the installers came to Cooper's residence they identified themselves as employees of East Coast Granite. Clearly, they were representing East Coast Granite and Tile when they made that statement. Judge Ford failed to explain judicial reason for his ruling, so it is unclear if the above testimony was taken into consideration.

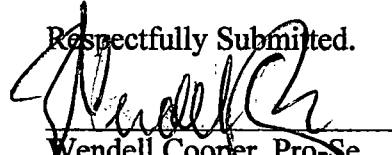
D. The Sales Representative Geoff Polin Mislead Court When He Stated That Appellant Contract With Another Company To Purchase The Granite At A Cheaper Price.

Cooper never contracted with another company (C & A) to install granite. However, Cooper did obtain an estimate from C & A to purchase granite. The estimate was obtained because Cooper was purchasing cabinets and C & A offered a discount on the granite if both were purchased from the company. I shared this information with Polin and ask him if he would match the price. Polin called Cooper to inform him that his company does match other companies' prices. (*See Exhibit 1*). There is a difference between an estimate and a contract. A contract means that the buyer has agreed to make a purchase based on the estimate. This was not the situation in this case, consequently Polin misspoke when he testified that Cooper entered into a contract to purchase the granite at a much lower price before East Coast Granite and Tile fabricated and installed his granite. (Dep. Page 9, 2-14). Furthermore, Cooper had already paid for East Coast Granite and Tile to install granite as outlined in the contract on November 31, 2014. (Dep. Page 9, 3-10). Moreover, the company that wrote the estimate that Polin is referring to did not install the granite. The contract to purchase the granite from Blue Carol Stoneworks was done on June 23, 2015, after East Coast Granite and Tile refused to cure the problem (*See Exhibit 2*).

CONCLUSION

Accordingly, the court of common pleas judgement against Cooper's should be denied for the foregoing reasons.

Respectfully Submitted.



Wendell Cooper, Pro-Se
117 Palm Springs Way
Simpsonville SC 29681
(704) 941-4143

Exhibit 1

From: Wendell Cooper wendelldoncooper@yahoo.com
Subject: Fwd: Estimate from C & A Home Improvement Inc
Date: May 6, 2015, 10:36:08 AM
To: Geoff Polin ghpolin@gmail.com

Good morning:

I am "finally" ready for Granite...I am asking you to match this price. Your guy never got back with me on the Cabinets. I would have received a discount, if I would have purchased both the granite and cabinets from this company.

Please call me and let me know what you can do.

Thank you

Sent from my iPhone

Begin forwarded message:

From: <candahome@belisouth.net>
Date: April 21, 2015 at 3:30:46 PM CDT
To: <wendelldoncooper@yahoo.com>
Subject: Estimate from C & A Home Improvement Inc

Dear Wendell Cooper :

Please review the attached estimate. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,
Ken

C & A Home Improvement Inc
864-286-0838

From: <candahome@bellsouth.net> candahome@bellsouth.net
Subject: Invoice from C & A Home Improvement Inc
Date: May 9, 2015, 12:45:43 PM
To: <wendelldoncooper@yahoo.com> wendelldoncooper@yahoo.com

Dear Wendell Cooper :

Your paid invoice is attached.

Thank you for your business - we appreciate it very much.

Sincerely,

**Fran
C & A Home Improvement Inc**

cc: ESTABLISHED / WIND
10/15

C & A Home Improvement Inc

10 Woodruff Oaks Lane
 Greenville, SC 29607
 864-286-0838
 Fax: 286-0468

Invoice

Date	Invoice #
4/25/2015	5813
P.O. No.	

Bill To
Wendell Cooper 117 Plum Springs Way 704-941-4143

PAID
 05/09/2015

Project

Description	Qty	Rate	Amount
Master Bath - Antique White (A7)			
24" Vanity Sink Base	1	255.00	255.00T
Vanity Drawer Base	1	271.00	271.00T
Left Door, 1 Door, 2 Drawers, 1 Dummy Drawer	1	395.00	395.00T
Pantry -- Cut to 22.5" deep	1	771.00	771.00T
Wall 2 Doors	1	315.00	315.00T
Filler	2	58.00	116.00T
Filler	1	46.00	46.00T
Filler	1	34.00	34.00T
Filler	2	19.00	38.00T
Toe Kick	2	23.00	46.00T
1/4 Round	2	56.00	112.00T
Scribe Molding	2	16.00	32.00T
3" Top Mount Crown Molding	1	129.00	129.00T
Discount		-896.00	-896.00
Installation		400.00	400.00
Drawer Glides		60.00	60.00T

Subtotal	\$2,124.00
Sales Tax (6.0%)	\$103.44
Total	\$2,227.44
Payments/Credits	\$-2,227.44
Balance Due	\$0.00

E-mail
candahome@bellsouth.net

Blue Coral Stoneworks
 3729 Calhoun Memorial Hwy
 Greenville, SC 29611

864-295-3711

bluecoralsw@gmail.com

Invoice

Date	Invoice #
6/23/2015	Cooper

Bill To
JAMES 864-350-7300 117 Palm Springs way Simpsonville, SC

864 525 3929
Erin

Due Date
6/23/2015

Item	Description	Qty	price per sq ft	Amount
Vanity Tops	Verona Ornamental	37	38.00	1,406.00
Backsplash	Verona Ornamental	6.71	38.00	254.98
Hall Bath	Verona Ornamental	4.83	38.00	183.54
Backsplash	Verona Ornamental	1.95	38.00	74.10
Vanity Sink	Oval Undermount Sink - 2210 White	4	40.00	160.00
Standard Edge	1/4 Bevel		0.00	0.00

Total	\$2,078.62
Payments/Credits	-\$910.98
Balance Due	<u>\$1,167.64</u>

Down
owed

C & A Home Improvement Inc

10 Woodruff Oaks Lane
 Greenville, SC 29607
 364-286-0838
 Fax: 286-0468

Estimate

Date	Estimate #
4/21/2015	6795

Name / Address	
Wendell Copper 117 Plam Springs Way 704-941-4143	
Project	

Ship To	
Other	

Qty	Description	Cost	Total
1	Giallo Verona @\$21.00 psf x 37 sf With back splash (6.71 sf)	777.00	777.00T
	Installation @\$15.00 psf x 37 sf	555.00	555.00
	Ease Edge	0.01	0.01T
4	Bowl Cut	100.00	400.00T
4	Vanity Bowl	49.00	196.00T
8	Drill Hole	15.00	120.00T
<p>Note: 3 bathrooms, free ease edge assume, 3 faucet hole per sink assume. Using C&A sink assume.</p> <p>C&A is not responsible for any/or provide plumbing. Half deposit is due at time of order. Balance will be pay in full at end of installation.</p> <p>Any and all Change or adjustment must be written to be valid after deposit has been apply.</p>			

I have read and understood the Estimate/Invoice and approved by placing deposit

Subtotal	\$2,048.01
Sales Tax (6.0%)	\$89.58
Total	\$2,137.59

E-mail
candahome@bellsouth.net

Blue Coral Stoneworks

3729 Calhoun Memorial Hwy
Greenville, SC 29611

Phone # 864-295-3711

Estimate

Date	Estimate #
6/23/2015	Cooper

Name / Address
JAMES 864-350-7300

Project

Item	Description	Qty	Rate	Total
Vanity Tops	Verona Ornamental	37	38.00	1,406.00
Backsplash	Verona Ornamental	6.71	38.00	254.98
Vanity Sink	Oval Undermount Sink - 2210 White	4	40.00	160.00
Standard Edge	1/4 Bevel		0.00	0.00
Total				\$1,820.98

Paid
910.98
CK# 5052

Exhibit 2

1 place, their showroom to pick out some
2 additional granite, okay, then at that point, I
3 was informed that that was the correct granite
4 that I had selected. So we were at a bypass on
5 that matter.

6 I've given the court the picture that my
7 bathroom and the rest of my house was still in
8 a little bit of shambles, so I wanted to get it
9 completed. So at that point, I contracted
10 another company and went and selected
11 additional granite and I had that in -- had
12 that installed.

13 **THE COURT:** Okay.

14 **MR. COOPER:** Okay.

15 **THE COURT:** All right.

16 **MR. COOPER:** I think my last, uh, is going
17 to be this, the contract that I signed with the
18 defendant, it also included the installation of
19 the granite. And so they never installed the
20 granite. So I felt that at the very least, even
21 though Judge Ford ruled in my favor, that I
22 should have been refunded for the installation
23 that I paid for them to install the granite
24 since they never installed it.

25 **THE COURT:** All right. Thank you.

1 Yes, ma'am.

2 **MS. KARASTANOV:** Your Honor, our position
3 is that the correct stone was actually
4 fabricated. The stone was set to the side and
5 tagged with the client's name. At the
6 magistrate court level, at the hearing, the
7 salesperson testified as to the whole process
8 -- he was the one who supervised the process --
9 and also prior testimony of the defendant
10 revealed that he contracted with another
11 company for a much cheaper price of the granite
12 even before East Coast Granite and Tile
13 completed the fabrication installation of his
14 granite.

15 **THE COURT:** All right. Well, here's what
16 I'm going to do. Mr. Cooper, just to explain to
17 you, I'm going to take this matter under
18 advisement. I need to look -- if you seen me
19 looking at my computer, we're -- we now have
20 all our documents online, and so I've been
21 looking at the documents. I want to look at
22 them a little bit more and I'll issue a
23 decision shortly. All right?

24 **MR. COOPER:** Okay.

25 **THE COURT:** Yes, sir.

1 **MR. COOPER:** Can I make one more comment?

2 **THE COURT:** Certainly. Briefly.

3 **MR. COOPER:** You know, regardless of what
4 happened prior to that, okay, I had already
5 paid for all the granite and work already. It
6 was already prepaid. Okay. So I had already
7 paid the money up front. So the point that the
8 defendant was making of my payment is
9 irrelevant to the fact that the granite was not
10 the right --

11 **THE COURT:** All right.

12 **MR. COOPER:** -- was not the right color.
13 And I was -- the way I understand it is that
14 under the Consumer Protection Act, I do have a
15 right, if I'm not mistaken, to reject a
16 merchandise that I don't feel was properly
17 delivered.

18 **THE COURT:** All right. All right. Thank
19 you. As I said, I'll issue a decision shortly.
20 Both sides should be -- both sides should be
21 getting my decision very shortly. All right.

22 **MR. COOPER:** Are we supposed to wait on
23 it?

24 **THE COURT:** No, no. You'll have it sent to
25 you.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

Case No. 2016-001158

RECEIVED

MAY 04 2017

SC Court of Appeals

Wendell Cooper, Pro Se

Appellant,

V.

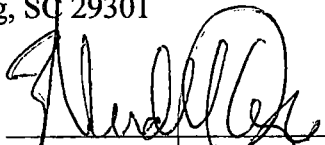
Victoria Karastanov, Representing
East Coast Granite & Tile, Inc.

Respondent

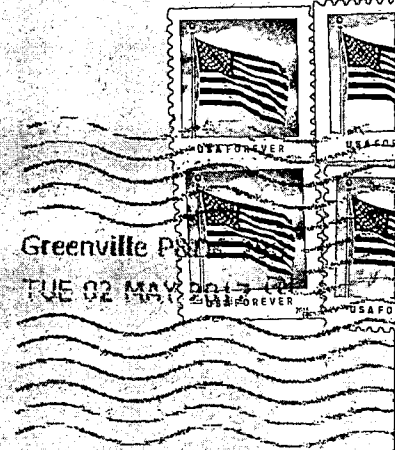
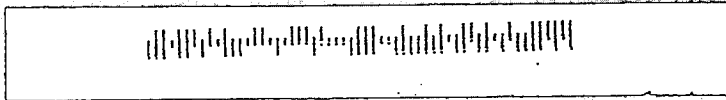
PROOF OF SERVICE

I certify that I have served Appellant brief in above said case by depositing a copy of it in the United States Mail, postage prepaid, on May 1, 2017 a copy was mailed to the address of the attorney of record at 2890 Reidville Rd, Spartanburg, SC 29301

May 1, 2017


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111 Palm Springs Way
Simpsonville, SC 29680



The S.C. Court of Appeals
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MAY 04 2017
SC Court of Appeals