

PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS

THE STATE OF SOUTH CAROLINA
In the Supreme Court

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MAY 23 2017

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

S.C. SUPREME COURT

The Honorable R. Markley Dennis, Jr., Circuit Court Judge

APPELLATE CASE NO. 2017-000822

Johnson Koola,.....

Petitioner,
Appellant,

v.

Cambridge Two, LLC, Albert V. Estee, Individually, Cambridge Lakes, LP, Stephen R. Heape, Individually and as General Partner of Cambridge Lakes LP, Cambridge Lakes Apartment Homes, a/k/a Cambridge Lakes Apartments, LP, a/k/a Cambridge Lakes Apartment Homes, LP, Classic Properties of Charleston, Inc., Cambridge Contracting, LP, Trademark Properties, Inc., Carolina One Charleston Home Team Properties, LLC, Charleston Home Team, LLC, Carolina One, and William E. Jenkinson, IV, individually,

Of Whom Trademark Properties, Inc., and Carolina One Real Estate are the Respondents.

PETITIONER'S REPLY TO TRADEMARK PROPERTIES, INC.'S RETURN TO
PETITION FOR WRIT OF CERTIORARI

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Petitioner Johnson Koola ("Koola") files his Reply to respondent Trademark Properties, Inc.'s ("Trademark") Return to Koola's Petition for Writ of Certiorari.

TRADEMARK SUPPRESSED VITAL INFORMATION
IN THE STATEMENT OF FACTS.

In its "Statement of Facts", Trademark suppressed vital information from this Court's review. (i) In May/June 2003, the developers/sellers terminated the services of Trademark for its failure to deliver South Carolina Horizontal Property Act, S.C. Code Ann. § 27-31-430-mandated Disclosure Report ("SCHPA", "HPA-mandated Disclosure Report"). (A. pp. 044-045; p. 040, lines 13-15). (ii) In the Cambridge Lakes Homeowners' and their Association's lawsuit¹ ("Lawsuit I") against Trademark and others (A. pp. 020-025; p. 201-202; pp. 203-206), the Trial Court denied Trademark's Motion for Summary Judgment, (A. pp. 026-032), that it was not liable to deliver HPA-mandated Disclosure Report to the homeowners. (A. pp. 015-019). (iii) Trademark sold/pre-sold approximately thirty units, but it settled the Lawsuit I with approximately sixty-four homeowners to whom it did not sell a condominium. (A. p. 366, lines 23-25; p. 364, lines 12-15).

ARGUMENT

I A. Trademark's and [Carolina One's] Duty to deliver HPA-Mandated Disclosure Report to prospective buyers, when they sold converted condominiums on behalf of the lessee or sole owner, is created by Real Estate Brokers, Salesmen, and Property Managers [Act] and Agency Laws.

¹ The lawsuit claimed \$8 million as damages, which is pro-rated to \$92,307 damages in a three-bedroom condominium. (A. p. 025, lines 8-10; 439, lines 4-10).

In the Petition for Writ of Certiorari and Petition for Rehearing, Koola argued:

- (i) The *delivery* of the HPA-mandated Disclosure Report is the duty of the lessee or sole owner *only when* he sells the converted condominium himself; and
- (ii) The *delivery* of the HPA-mandated Disclosure Report is the duty of the licensee/broker/agent ("the agent") when the agent sells the converted condominium on behalf of the sole owner. (P. Cert. pp 4-15; A. pp. 490-496).

Summary of Koola's arguments why Trademark [and Carolina One] had the duty to deliver HPA-mandated Disclosure Report to Koola

The *delivery* of the HPA-mandated Disclosure Report is the duty of the agent when:

(i) The lessee or sole owner – the principal – has conveyed his actual and express authority to the agent to deliver HPA-mandated Disclosure Report to all prospective buyers, (A. p. 040, lines 10-16);

(ii) Under S.C. Code Ann. §§ 40-57-137(A), (C) and *Lowrance v. Swaffield*, 123 S.C. 331, 333; 116 S.E. 278 (1923), an agent is bound to comply with the actual authority expressly conveyed to him by the principal;

(iii) A stipulation in the Listing Agreement barred direct contact between the seller and the buyer, (A. p. 034, lines 62-63);

(iv) The common law duty of care includes the duty to avoid damage to *foreseeable plaintiffs* while legal duty requires to be done with respect to a *particular individual or the public at large*. *Dorrell v. S. C. Dep't of Transp.*, 361 S.C. 312, 318; 605 S.E.2d 12, 15 (2004). *S. C. State Ports Auth. V. Booz-Allen & Hamilton, Inc.*, 289 S.C. 373, 376; 346 S.E.2d 324, 325-26 (1986).

(v) The "legal duty to disclose" under S.C. Code Ann. § 40-57-137(H) all material information about the converted condominium to all prospective purchasers and the duty to inform the prospective purchasers that they have a right to receive the HPA-mandated Disclosure Report before they buy the unit;

(vi) The legal duty under S.C. Code Ann. § 27-50-70(A) to inform the developers/sellers of their obligations to prepare the HPA-mandated Disclosure Report and deliver it through Trademark to prospective purchasers; and

(vii) This Court has abolished privity as a defense for joint tortfeasors in the State of South Carolina. *Kennedy vs. Columbia Lumber and Mfg. Co., Inc.*, 299 S.C. 335, 344; 384 S.E.2d 730, 736 (1989).

Duty to Deliver Disclosure Reports in the conveyance of converted condominiums

Converted condominiums include: (i) *Common elements owned collectively by all the condominium owners* which are subjected to disclosures as provided in S.C. Code Ann. § 27-31-430; and (ii) *Units/apartments individually and exclusively owned by the condominium owners* which are subjected to disclosures as provided in S.C. Code Ann. §§ 27-50-40, 50 ("Code §§ 27-50-40, 50-mandated Disclosure Report"). *Prima facie*, these South Carolina codes mandate that owner or seller should provide both HPA-mandated Disclosure Report and Code §§ 27-50-40, 50-mandated Disclosure Report to prospective buyers. It is the Real Estate Brokers, Salesmen, and Property Managers [Act], S.C. Code Ann. § 40-57-137, which has established the duties of the agents when they sell converted condominiums [or conventional real estate].

S.C. Code Ann. § 40-57-137(A) has established agency relationships between a principal and an agent in real estate transactions and has mandated duties *inter alia* of loyalty and obedience from the agent to the principal. Under S.C. Code Ann. § 40-57-137(C), *a seller's agent shall perform the terms of the written brokerage agreement made with the seller.* Based on these legislative mandates, this Court has established agents' duties, "[A] broker is bound to act in compliance with the instructions of his principal and in conformity to the authority conferred...." *Lowrance*, 123 S.C. at 333; 116 S.E. 278; *Lengel v. Tom Jenkins Realty, Inc.*, 286 S.C. 515, 518-19, 334, S.E.2d 834, 836 (Ct.App. 1985). (Internal citations omitted).

Duties of Trademark [and Carolina One] in the sale of Cambridge Lakes condominiums

In an Affidavit filed in the Court (A. p. 040, 13-15), the owners affirmatively stated, "[Owners] relied further upon Trademark [and Carolina One] to convey information that was required to be conveyed to prospective purchasers of the Cambridge Lakes Condominiums." Thus, owners expressly conveyed their actual authority to Trademark [and Carolina One] to deliver: (i) HPA-mandated Disclosure Report, (ii) Code §§ 27-50-40; 50-mandated Disclosure Report, and (iii) The Master Deed to prospective buyers.

A stipulation in the Listing Agreement barred direct contact between the seller and the buyer. (A. p. 034, lines 62-63). Because of this stipulation, Trademark [and Carolina One] had the duty to deliver statutorily required disclosure information to all prospective buyers.

Breaches of Duty by Trademark [and Carolina One]

During the period August 2012 to May/June 2003, Trademark pre-sold or sold nearly thirty units in Cambridge Lakes without delivering HPA-mandated Disclosure Report to anyone. In May/June 2003, the owners terminated the listing agreement with Trademark stating that it did not provide statutorily required Disclosure information – HPA-mandated Disclosure report in the present context – to condominiums buyers. (A. pp. 044-045, p. 040, lines 13-15).

Trademark's MLS Listing misrepresented the sale of Cambridge Lakes condominiums as pre-owned condominiums instead of a converted condominium. (A. p. 078). Thereby, it breached its duty under S.C. Code Ann. § 40-57-137(H), which provides *inter alia* that a buyer's agent shall disclose to the buyer all material facts relevant for the transaction. It also breached its duty to inform the prospective purchasers that they have a right to receive the HPA-mandated Disclosure Report before they buy the unit

Trademark breached its legal duty under S.C. Code Ann. § 27-50-70(A) to inform the developers/sellers of their obligations to prepare the HPA-mandated Disclosure Report and deliver it through Trademark to prospective purchasers.

Upon premature termination as the listing agent, Trademark demanded, "I demand to be paid in full for all apartments.... If Trademark is not paid in full by July 13th, we will file a lawsuit and request a jury trial...." (A. p. 045, lines 24-32). Trademark did not take any action against developers/sellers. In hindsight, it realized that it was terminated for just cause and for its failure to deliver HPA-mandated Disclosure report to all prospective buyers.

The Trial Court ruled that Trademark had no duty to deliver HPA-mandated disclosure report to Koola² based on Trademark's arguments that: (i) It did not sell a condominium to Koola; and (ii) It was not a joint tortfeasor.

In its November 23, 2016 unpublished Opinion, the Court of Appeals ruled that under a textual interpretation S.C. Code Ann. § 27-31-430, only the lessee, owner, or co-owner has the duty to deliver HPA-mandated Disclosure report to prospective buyers. (A. pp. 465-468). The Court did not address the question how the lessee or owner could deliver the HPA-mandated Disclosure Report to prospective purchasers when a stipulation in the Listing Agreement barred direct contact between the lessee or owner and buyer. (A. p. 034, lines 62-63).

In *Pascoe v. Wilson* and *Pascoe v. Parks*, 416 S.C. 628, 644-47; 788 S.C.2d 686, 695-96 (2016) (Internal citations omitted), respondent Wilson argued before this Court that under the provisions of South Carolina Grand Jury Act, S.C. Code Ann. § 14-7-1630(B) (Supp. 2015): (i) Only the elected Attorney General is the sole individual authorized to initiate a state grand jury investigation; and (ii) The Attorney General's authority to initiate a state grand jury is non-delegable. This Court found that "the strict interpretation of the term 'Attorney General' – to require the personal signature of the elected official – would lead to an absurd

² Both Lawsuit I and Koola's litigation against Trademark involved the same Cambridge Lakes Homeowners as plaintiffs and Trademark as a defendant and both cases involved S.C. Code Ann. § 27-31-430 violation; but the two Courts delivered two different Orders.

The Trial Judge in Koola's lawsuit overruled the Trial Judge in Lawsuit I in the same circuit on the same subject matter jurisdiction. "*This State has a long standing rule that one judge of the same court cannot overrule another.*" (Emphasis added). *Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013). (Internal citations omitted).

result” and then, concluded, “[T]he General Assembly intended that the individual acting with the authority of the Attorney General may lawfully seek to impanel a state grand jury.

This Court, upon review, should reverse the Court of Appeals and determine that the agents – Carolina One [and Trademark] in the case at bar – acting under the actual authority of the owners had the duty to deliver HPA-mandated Disclosure Report to Koola and all prospective buyers of Cambridge Lakes condominiums.

The Law of the Case Doctrine is applicable to Koola’s case.

In the Petition for a Writ of Certiorari and the Petition for Rehearing, Koola presented the Law of the Case Doctrine in support of his SCHPA claim, which is incorporated here *in toto*. (P. Cert. pp. 13-15; A. pp. 454-455). In its Return, Trademark argues that an interlocutory order is not appealable. In Lawsuit I, the Trial Court entered a written Order, which became a final Order because Trademark did not file a Motion for Reconsideration. *Shirley’s Iron Works, Inc. v. City of Union*, 403 S.C. at 573, 743 S.E.2d at 785. An unchallenged ruling, “right or wrong” is the law of the case. In *Cambridge Lakes HOA v. Johnson Koola*, Appellate Case No. 2013-001632 (Ct.App. 2013, filed on April 12, 2013), the respondent HOA filed a Motion to Dismiss Koola’s Appeal arguing that the Trial Court’s Order was not immediately appealable. In the April 12, 2013 Order, the Court of Appeals ruled that the Trial Court’s interlocutory Order was immediately appealable as the Trial Court’s Order affected certain rights.

For the reasons stated, this Court should reverse the Court of Appeals’ finding that the Law of the Case in Lawsuit I is not applicable to Koola’s case.

I B. Trademark is liable to Koola for violation of SCUTPA.

In the Petition for a Writ of Certiorari and Petition for Rehearing, Koola argued that Trademark [and Carolina One] are liable to Koola for violation of South Carolina Unfair Trade Practices Act, S.C. Code Ann. § 39-5-10 *et seq.* ("SCUTPA"), which is incorporated here *in toto*. (P. Cert. Pp. 15-16; A. p. 456).

In its Return, Trademark argues that Koola has not shown to this Court that liability to deliver HPA-mandated Disclosure Report to prospective buyers of converted Cambridge Lakes condominiums fell on Trademark.

In **Section I A.** of this document, *supra*, p. 2, line 8-p. 3, line 10, Koola has summarized Trademark's [and Carolina One's] legal duties in the conversion and marketing of converted Cambridge Lakes condominiums. They are incorporated here *in toto* for review by this Court. Carolina One breached its duty because it did not deliver HPA-mandated Disclosure Report to Koola while selling converted condominium to him. Carolina One did not deliver HPA-mandated Disclosure Report "but for" the *flawed reasoning* that Trademark sold or pre-sold several condominiums without delivering HPA-mandated Disclosure Report. "The intervening negligence of a third person (Carolina One) will not excuse the first wrongdoer (Trademark) if such intervention ought to have been foreseen in the exercise of due care. In such case, the original negligence still remains active, and a contributing cause of injury." *Bishop v. South Carolina Dept. of Mental Health*, 331 S.C. 79, 89; 502 S.E.2d 78, 83 (1998). South Carolina laws do not exonerate Carolina One for its breach of duty. Moreover, this Court has abolished privity as a defense in UTPA claims. *Colleton Preparatory Academy, Inc. v. Hoover Universal, Inc.*, 379 S.C. 181, 196; 666 S.E.2d 247, 255 (2008) (overruled

in parts on other grounds by *Snapp v. Ford Motor Co.*, 386 S.C. 143, 149, (2009). (Internal citations omitted).

Failure to make the disclosure statement under S.C. Code § 27-31-430 automatically constitutes a violation of the SCUTPA, which is the legislative mandate of SCHPA. For this reason, Trademark is liable to Koola for violation of SCUTPA.

II A. Trademark [and Carolina One] are Joint Tortfeasors.

In the Petition for Writ of Certiorari and Petition for Rehearing, Koola argued that Trademark and Carolina One are joint tortfeasors together with owners. (P. Cert. pp. 16-18; A. pp. 440-443).

Trademark argues that: (i) There are no evidences suggesting Trademark and Carolina One *acted in concert* to cause a “single, indivisible” injury; and (ii) Joint tortfeasor applies only to *single personal injury cases*. (Emphasis added). These arguments are defeated by this Court’s finding in *Vermeer Carolina’s Inc. v. Wood/Chuck Chipper Corp.*, 336 S.C. 53, 64; 518 S.E.2d 301, 307 (Ct.App. 1999) (Internal citations omitted) that: (i) Joint tortfeasor refers to “those who act together in committing wrong, or *whose acts if independent of each other*, unite in causing single injury; (ii) Two or more persons *jointly or severally liable in tort for the same injury to person or property*. (Emphasis added). “The intervening negligence of a third person will not excuse the first wrongdoer if such intervention ought to have been foreseen in the exercise of due care. In such case, the original negligence still remains active, and a contributing cause of injury.” *Bishop*, 331 S.C. at 89; 502 S.E.2d at 83.

Trademark argues further that the petitioner failed to explain what tortious conduct Trademark specifically committed to cause him harm. In **Section I a.** of this document, *supra*, pp. 2-3, Koola has summarized Trademark's [and Carolina One's] legal duties in the conversion and marketing of converted Cambridge Lakes condominiums. They are incorporated here *in toto* for review by this Court.

Trademark denies Koola's joint tortfeasor allegations stating that it did not sell a condominium to Koola. This Court has abolished privity as a defense for joint tortfeasors in the State of South Carolina. *Kennedy*, 299 S.C. at 344; 384 S.E.2d at 736. South Carolina laws have ruled that a tortfeasor may be liable for injury to a third party even in the absence of a contractual relationship between the tortfeasor and third party. *Dorrell*, 361 S.C. at 318; 605 S.E.2d at 14-15. *Johnson v. Sam English Grading, Inc.*, 412 S.C. 433, 449; 772 S.E.2d 544, 552 (Ct.App. 2015), (internal citations omitted).

From the statements made here and after review of the records, this Court should find that Trademark [and Carolina One] are joint tortfeasors and jointly and severally liable to Koola.

II B. Trademark owed Fiduciary Duty to Koola because of Equitable Issues.

In the Petition for a Writ of Certiorari and Petition for Rehearing, Koola claimed that Carolina One's fiduciary duty to Koola was created under S.C. Code Ann. § 40-57-137(A), and because of the relationship between Trademark and Carolina One as joint tortfeasors, Trademark owed Fiduciary Duty to Koola. (P. Cert. pp. 18-pp. 22; A. pp. 480-484) Trademark argues that: (i) Fiduciary duty did not exist between Koola and Trademark; (ii) There was no any type of agency

agreement between the parties as provided under S.C. Code Ann. § 40-57-137(A); and It was not involved in Koola's purchase of the unit.

The Appellate Courts have set the Standard of Review to determine fiduciary relationships and duties in instances other than that created by S.C. Code Ann. § 40-57-137(A). 1. "Whether there is a fiduciary relationship between two people is an equitable issue.... [E]quitable issues are for the determination of the court." *Hendricks, II, v. Clemson University*, 353 S.C. 449, 458; 578 S.E.2d 711, 715 (2003). (Internal citations omitted). 2. "Courts of equity have carefully refrained from defining the particular instances of fiduciary relationship in such a manner that other and perhaps new cases might be excluded and have refused to set any bounds to the circumstances out of which a fiduciary relationship may spring." *Island car Wash, Inc. v. Norris*, 292 S.C. 595, 599; 358 S.E.2d 150, 152 (Ct.App. 1987). (Internal citations omitted). 3. Where the very contract or transaction itself is intrinsically fiduciary, perfect good faith and full disclosure without regard to any particular intention of the parties are called for. *Jacobson v. Yaschik*, 249 S.C. 577, 585; 155 S.E.2d 601, 605 (1967). 4. "A *confidential or fiduciary relationship* exists where one imposes a special confidence in another so that the latter, in equity and good conscience is bound to act in good faith and with due regard to the interests of one imposing the confidence." *Davis v. Greenwood School District 50*, 365 S.C. 629, 635; 620 S.E.2d 65, 68 (2005). (Internal citations omitted).

Trademark is a State of South Carolina-licensed real estate agent. Citizens trust their State government, its officers, and its licensees and repose their special confidence in them. That is why in *Davis, id.*, this Court ruled that a fiduciary duty

exists between Greenwood School District 50 and its employees. Trademark's duty as the agent was to avoid damage or injury to "*foreseeable plaintiffs*" or "*the public at large*." *Dorrell*, 361 S.C. at 318; 605 S.E.2d at 15. *S. C. State Ports Auth.*, 289 S.C. at 376; 346 S.E.2d at 325-26. The developers/sellers exhorted the tenants in possession to repose their special confidence and trust in Trademark when they advised the tenants in possession to contact Trademark if they were interested in executing a purchase and sales agreement. Trademark even claimed, "I'd venture to say anybody in the state of South Carolina owning an apartment building that thought of converting called us [Trademark]." This is an invitation to all the foreseeable plaintiffs or public at large to repose their special confidence and trust in Trademark. When Trademark signed the listing agreement, it agreed to safeguard the interests of the all the prospective buyers or foreseeable plaintiffs. Trademark would have sold the condominium to Koola "but for" its premature termination as the listing agent for its breach of duty.

This Court, upon review of the above-mentioned equitable issues, should confirm that Trademark owed fiduciary duty to Koola, and it breached that duty.

II C. Trademark is liable to Koola for Negligence.

In the Petition for Writ of Certiorari and Petition for Rehearing, Koola had argued that Trademark is liable to Koola for Negligence. (P. Cert. pp. 22-25; A. pp. 497-499).

In its Return, Trademark argues that Koola's "damages...arose solely from a transaction to which Trademark was never involved." Trademark owed its duty in Cambridge Lakes to *foreseeable plaintiffs* or *public at large*. "*The common law duty of care includes the duty to avoid damage or injury to foreseeable plaintiffs.*"

Dorrell 361 S.C. at 318; 605 S.E.2d at 15. "A legal duty is that which the law requires to be done or forborne with respect to *a particular individual or the public at large.*" *S. C. State Ports Auth.*, 289 S.C. at 376; 346 S.E.2d at 325-26. These South Carolina laws have dismissed Trademark's argument that it was not liable to Koola because it did not sell a condominium to Koola. Trademark argues further, "[E]ach allegation purportedly creating a duty is fatally flawed." It hasn't shown to this Court what flaws were identified.

Legal Duty

To state a cause of action for negligence, the plaintiff must state facts which demonstrate that: (i) A duty of care owed by the defendant; (ii) A breach of that duty by a negligent act; (iii) A negligent act resulted in damages to the plaintiff; and (iv) Damages proximately resulted from the breach of duty.

In **Section I a.** of this document, *supra*, p. 2-p.3, Koola has summarized Trademark's [and Carolina One's] legal duties in the conversion and marketing of converted Cambridge Lakes condominiums. They are incorporated here *in toto* for review by this Court.

Foreseeability

A breach of duty exists when it is foreseeable that one's conduct may likely injure the person to whom the duty is owed. Legal cause is proved by establishing foreseeability. *Vinson v. Hartley*, 324 S.C. 389, 400; 477 S.E.2d 715, 720-21 (Ct.App. 1996). (Internal citations omitted).

Developers/sellers hired Trademark to convert and sell the converted Cambridge Lakes condominiums to the public at large because of its expertise in condo conversion. Trademark was also hired because it had successfully

converted and marketed converted Montclair Condominiums in Mt. Pleasant, SC, where it had delivered HPA-mandated Disclosure Report to prospective buyers. (A. p. 040, lines 2-7). It had constructive and actual knowledge that all prospective purchasers should be provided with HPA-mandated Disclosure Report. Hence, it should have been readily foreseeable to it that its failure to deliver HPA-mandated Disclosure Report to prospective purchasers or to warn the prospective purchasers that they have a right to receive the HPA-mandated Disclosure Report before they buy the unit would result in damages or injury to them. The damage to the Cambridge Lakes homeowners would not have occurred "but for" Trademark's negligence as detailed above.

Trademark's argument that Koola's damages arose solely from a transaction to which Trademark was never involved does not hold ground because the intervening negligence of a third person [Carolina One] will not excuse the first wrongdoer [Trademark] if such intervention ought to have been foreseen in the exercise of due care." *Bishop*, 331 S.C. at 89; 502 S.E.2d at 83.

Proximate Cause and Damages

The condominium that Koola bought in Cambridge Lakes was riddled with serious construction defects and SCHA violations. (A. p. 025, lines 8-10; p. 202, lines 6-8; p. 206, lines 5-7). When Lawsuit I was initiated, home price went down drastically in Cambridge Lakes. Koola could not sell his condominium during the 2008-2010 period to clear off mortgage dues, which rendered him insolvent. Consequently, Koola suffered serious damages and now faces imminent foreclosure. Respondents' negligence was the proximate cause of the harm that Koola suffered. About 30% of the Cambridge Lakes homeowners also lost their

homes to foreclosures and short sales. Trademark should have had the foreseeability that certain damages would occur if it failed to comply with statutory requirements while selling a converted condominium. (A. pp. 284-285; p. 313, line 8-p. 315, line 14).

Violation of a statutory duty is *negligence per se*. "Punitive damages are recoverable in a negligence cause of action when the defendant's conduct rises to the level of a willful, wanton, or a malicious violation of plaintiff's rights, and a conscious failure to exercise due care constitutes willfulness." *Scott by McClure*, 302 S.C. 364, 370, 396 S.E. 2d at 357. (Internal citations omitted).

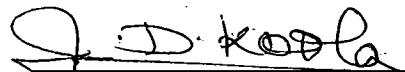
This Court, upon review, should rule that Trademark [and Carolina One] are liable to Koola for Negligence and willful negligence.

May v. Hopkinson, 289 S.C. 549; 347 S.E.2d 508, 513 (Ct. App. 1986) and *State of South Carolina v. C & L Inc.*, 280 S.C. 519, 313 S.E.2d 334 (Ct.App. 1984) support many of Koola's arguments presented in this Reply.

CONCLUSION

For the reasons stated, petitioner asks this Court to grant the Petition for Rehearing.

Respectfully submitted,



Johnson D. Koola
1587 Cambridge Lakes Dr
Mt. Pleasant, SC 29464
(843) 849-9241
Petitioner *pro se*

May 22, 2017

PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS

THE STATE OF SOUTH CAROLINA
In the Supreme Court

RECEIVED

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

MAY 23 2017

The Honorable R. Markley Dennis, Jr., Circuit Court Judge **S.C. SUPREME COURT**

APPELLATE CASE NO. 2017-000822

Johnson Koola,.....Petitioner,

v.

Cambridge Two, LLC, Albert V. Estee, Individually, Cambridge Lakes, LP, Stephen R. Heape, Individually and as General Partner of Cambridge Lakes LP, Cambridge Lakes Apartment Homes, a/k/a Cambridge Lakes Apartments, LP, a/k/a Cambridge Lakes Apartment Homes, LP, Classic Properties of Charleston, Inc., Cambridge Contracting, LP, Trademark Properties, Inc., Carolina One Charleston Home Team Properties, LLC, Charleston Home Team, LLC, Carolina One, and William E. Jenkinson, IV, individually,

Of Whom Trademark Properties, Inc., and Carolina One Real Estate are theRespondents.

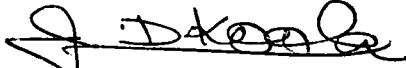
PROOF OF SERVICE

I, Johnson Koola, certify that on May 22, 2017, I served a copy of the petitioner's "Reply to Trademark's Return to the Petition for a Writ of Certiorari" on the counsels of record for the respondents as follows:

Douglas W. MacKelcan, Esq., and Williams J. Farley, III, Esq., Carlock Copeland & Stair, LLP 40, Calhoun Street, Suite 400, Charleston, SC 29401, Counsel for Trademark Properties, Inc.

Michael C. Scarafile, Esq., Carolina One Real estate, 4024 Salt Pointe Parkway Charleston, SC 29405, Counsel for Carolina One.

May 22, 2017


Johnson Koola