

Ogletree Deakins

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

Attorneys at Law

The Ogletree Building
300 North Main Street, Suite 500
Greenville, SC 29601
Telephone: 864.271.1300
Facsimile: 864.235.4754
www.ogletree.com

Thomas A. Bright
864.240.8352
thomas.bright@ogletree.com

March 1, 2018

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

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SC Court of Appeals

RE: *Denise Parker v. The National Honorary Beta Club*
Lower Court Case No.: 2014CP4201759
Appellate Case No.: 2016-000232

Dear Ms. Kitchings:

I write to follow up on an earlier telephone conversation with your office where Appellant sought permission to draw the Court's attention to a few additional cases in advance of the oral argument scheduled for March 6, 2018.

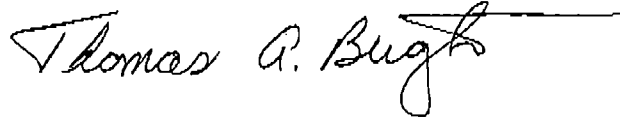
The cases identified below each concern the legal contentions outlined in the Final Brief of Appellant and the Appellant's Final Reply Brief filed on September 29, 2016. These cases are particularly instructive on the third element of Respondent's claim for breach of contract accompanied by fraudulent act (the accompanying fraudulent act prong):

- **Edens v. Goodyear Tire & Rubber Co., 858 F.2d 198, 203 (4th Cir. 1988)**: Holding that breaching party's false reasons for terminating a lease agreement would not be sufficiently separate and distinct from the breach to constitute an accompanying fraudulent act.
- **Glover v. N. Carolina Mut. Life Ins. Co., 295 S.C. 251, 255, 368 S.E.2d 68, 71 (Ct. App. 1988)**: Holding that false reasons for cancelling an insurance contract would be sufficient to satisfy the breaching element while the separate acts of fraudulently collecting premiums is sufficient to establish an accompanying fraudulent act.
- **Harper v. Ethridge, 290 S.C. 112, 119, 348 S.E.2d 374, 378 (Ct. App. 1986)**: Finding that dishonest breach of a partnership agreement would be sufficient to satisfy the fraudulent intent and breaching elements; separately alleged acts taken against the partnership would be sufficient to satisfy the accompanying fraudulent act prong.

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Please let us know if the Court requires additional information from Appellant as this time.

Sincerely,

A handwritten signature in black ink that reads "Thomas A. Bright". The signature is written in a cursive style with a long horizontal line extending to the right from the end of the name.

Thomas A. Bright

TAB/DHL/rls

cc. Brian P. Murphy, Esq.
David L. Harris, Jr., Esq.

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**OGLETREE, DEAKINS, NASH,
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300 North Main Street, Suite 500
Greenville, SC 29601
Telephone: 864.271.1300
Facsimile: 864.235.4754
www.ogletreedeakins.com

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| | Jenny Abbott Kitchings, Clerk of Court | (803) 734-1890 | (803) 734-1839 |
| FROM: | | PHONE | FAX |
| | Thomas A. Bright | 864.240.8352 | 864.235.4754 |

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