

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2018-000389

RECEIVED
MAR 28 2018
SC Court of Appeals

Troy M. Gilreath..... Appellant,

v.

Gordon A. Lewis Respondent.

Gordon Lewis, Third-Party Plaintiff..... Respondent,

v.

Creekside Lot Three, LLC, S.C. Telco Federal
Credit Union, Pointe Development, LLC,
Third-Party Defendants..... Respondents.

MOTION TO DISMISS APPEAL

Respondent Gordon A. Lewis respectfully moves this Court for an order to dismiss this appeal because Appellant has failed to timely serve his notice of appeal on all respondents within thirty (30) days after receipt of written notice of the entry of the appealed order as required by Rule 203, SCACR. This motion is based on the following grounds:

FACTUAL BACKGROUND

This matter concerns a lawsuit initiated by a *pro se* litigant stemming from a dispute between two co-equal members of two limited liability companies known as Creekside Lot Three, LLC and Pointe Development, LLC (collectively, the “Companies”). Relevant to this motion and appeal, Respondent Gordon A. Lewis (“Lewis”) filed an amended answer, counterclaims, and third-party complaint on November 2, 2017 in which Lewis sought injunctive relief and the appointment of a receiver to preserve the Companies’ assets, including certain real estate owned by Creekside (the “Property”). That same day, Lewis also filed a motion for a temporary restraining order and preliminary injunction.

On November 7, 2017, a hearing was held on Lewis’s motion. A copy of the transcript of the November 7, 2017 motion hearing is attached hereto as **Exhibit A**. During the motion hearing, Appellant and Respondent informed the trial court that the parties had reached an agreement as to the matters encompassed by the motion. *Id.*, p. 6. Counsel for Lewis recited the parties’ agreement in open court on the record, which included the parties’ agreement that a receiver be appointed to sell or lease the Property. *Id.*, p. 7, lines 14-23. Appellant, who represented himself at the hearing, agreed with counsel’s recitation of the agreement on the record. *Id.*, p 8, lines 12-24.

On November 22, 2017, the trial court issued an order (i) prohibiting the parties from taking any unilateral actions on behalf of the Companies without written consent; (ii) allowing the filing of certain documents amending or cancelling previous filings made by Appellant with the South Carolina Secretary of State and Greenville County Register of Deeds; and (iii) approving the appointment of a receiver and directing the parties to select the receiver and enumerate the receiver’s powers (the “Order”). A copy of the order issued November 22, 2017

is attached hereto as **Exhibit B**. Appellant did not file a motion seeking to alter or amend the Order.

Following the entry of the Order, Respondent S.C. Telco Federal Credit Union (“S.C. Telco”), the mortgagee of the Property, raised concerns about the receiver having the power to manage, lease, or collect rents on the Property as those rights were retained by S.C. Telco under the mortgage agreement. On February 7, 2018, the trial court held another hearing where S.C. Telco did not object to the appointment of a receiver with limited powers to sell the Property subject to S.C. Telco’s rights.

On March 2, 2018, Appellant received a copy of the instant notice of appeal addressed to the respondents and the South Carolina Court of Appeals. A copy of the notice of appeal is attached hereto as **Exhibit C**. The notice of appeal seeks to challenge the Order, which was entered almost three months earlier.

ARGUMENT

Under Rule 203(b)(1), SCACR, an appellant must serve a notice of appeal “on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment.” “Rule 203(b), SCACR, requires a party to serve his notice of appeal within thirty days after receiving written notice of the entry of a final order or judgment, and failure to do so divests this court of subject matter jurisdiction and results in dismissal of the appeal.” *Canal Ins. Co. v. Caldwell*, 338 S.C. 1, 4, 524 S.E.2d 416, 418 (Ct. App. 1999). “[I]f a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to ‘rescue’ the delinquent party by extending or ignoring the deadline for service of the notice.” *Elam v. South Carolina Dep’t of Transp.*, 361 S.C. 9, 15, 602 S.E.2d 772, 775 (2004). Similarly, Rule 263(b), SCACR, states, “The time prescribed by these Rules for

performing any act except the time for serving the notice of appeal under Rules 203 and 243 may be extended or shortened by the appellate court, or by any judge or justice thereof.” (emphasis added).

First, Appellant failed to serve a notice of appeal on all respondents within thirty days as required by Rule 203(b)(1), SCACR. While it is unclear precisely when Appellant received notice of the entry of the Order, Appellant had notice of the Order more than thirty days before serving the instant notice of appeal. *See* Ex C, D. According to the Form 4 attached to the Order, the Greenville County Clerk of Court mailed a copy of the Order to Appellant on November 22, 2017. *See* Rule 77(d), SCRCPC; *see also* Ex. B (“This judgment was entered on November 22, 2017, a copy mailed first class or placed in the appropriate attorney’s box on November 22, 2017 to attorneys of record or to parties (when appearing pro se) as follows.”). Despite receiving notice of the November 22, 2017 issuance of the Order, Appellant did not serve the instant notice of appeal until 100 days later on March 2, 2018. *See* Ex. C.

Furthermore, the time period for Appellant to serve the notice of appeal has expired and cannot be extended. Rule 263(b), SCACR, provides, “The time prescribed by these Rules for performing any act except the time for serving the notice of appeal under Rules 203 and 243 may be extended or shortened by the appellate court, or by any judge or justice thereof.” (emphasis added). Even accounting for the postal delay in transmitting the Order, Appellant’s service of the notice is well past the time allowed under Rule 203(b)(1), SCACR. Since significantly more than thirty days has elapsed, Appellant cannot cure his untimely appeal as the time period cannot be extended under Rule 263. Appellant’s failure to serve the notice of appeal in accordance with Rule 203(b) has divested this Court of jurisdiction, and thus his appeal must be dismissed for lack of jurisdiction.

Next, Appellant cannot appeal the Order because he consented to its provisions. Rule 43(k), SCRCPP, provides, “No agreement between counsel affecting the proceedings in an action shall be binding unless reduced to the form of a consent order or written stipulation signed by counsel and entered in the record, or unless made in open court and noted upon the record, or reduced to writing and signed by the parties and their counsel.” Here, the agreement was “made in open court and noted upon the record” at the November 7, 2017 hearing on Lewis’s motion for a temporary restraining order. During the hearing, counsel for Lewis informed the trial judge that the parties had “reached an agreement that [they] would like to put on the record.” *See Ex. A*, p. 6, lines 15-17. After counsel for Lewis recited on the record the same provisions that would subsequently appear in the Order, Appellant testified under oath that he both understood and voluntarily agreed with the agreement announced by counsel. *Id.*, p. 8, lines 12-24. By challenging an order he previously consented to, Appellant seeks to defeat the central purpose of Rule 43(k), which is “to prevent fraudulent claims of oral stipulations, and to prevent disputes as to the existence and terms of agreements and to relieve the court of the necessity of determining such disputes, which it has been said are often more perplexing than the case itself.” *Ashfort Corp. v. Palmetto Const. Group, Inc.*, 318 S.C. 492, 495 (1995).

Appellant argues that the November 22, 2017 Order was not final. This argument is also without merit. Appellant could have immediately appealed the Order after its issuance on November 22, 2017. An appellate court may review “[a]n interlocutory order or decree in a court of common pleas granting, continuing, modifying, or refusing an injunction or granting, continuing, modifying, or refusing the appointment of a receiver.” S.C. Code Ann. 14-3-330(4).

Here, the Order was immediately appealable under the statute because it grants injunctive relief by limiting the parties’ ability to act on behalf of the Companies, requiring that the parties

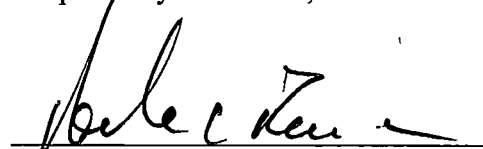
file certain amendments with state and county agencies, and grants Lewis's request for the appointment of a receiver. Appellant was not required to wait for a subsequent order that specifically named the receiver and established the terms of the receivership. All that is required under the statute is that the challenged order "grant[], continu[e], modify[], or refus[e]" the appointment of any receiver. The November 22nd Order granted Lewis's request that a receiver be appointed. If Appellant wished to challenge the appointment of a receiver, as ordered, he had 30 days to do so. He did not and his appeal should be dismissed.

Even accepting Appellant's argument that the Order was not "final," because the receiver was not named, the instant appeal would be premature because no order naming the receiver has been entered in the circuit court. Under either scenario, the instant appeal should be dismissed.

CONCLUSION

For the foregoing reasons, Respondent Gordon Lewis respectfully submits that this Court should grant his motion to dismiss the instant appeal.

Respectfully submitted,



Adam C. Bach (SC Bar # 74885)
R. Hudson Smith (SC Bar # 101369)
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Greenville, SC 29605
Telephone: (864) 236-5013
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Attorneys for Respondent Gordon Lewis

March 26, 2018

Greenville, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge

Appellate Case No. 2018-000389

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Troy M. Gilreath..... Appellant,

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Gordon Lewis, Third-Party Plaintiff..... Respondent,

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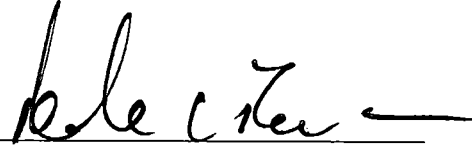
Creekside Lot Three, LLC, S.C. Telco Federal
Credit Union, Pointe Development, LLC,
Third-Party Defendants..... Respondents.

PROOF OF SERVICE

The undersigned certifies that he served Respondent Gordon A. Lewis's Motion to Dismiss Appeal by depositing a copy of same in the United States Mail, postage prepaid, on this the **26th day of March, 2018**, addressed to the self-represented Appellant and counsel for Respondents at the addresses listed below:

Troy M. Gilreath
1210 Gilreath Road
Anderson, SC 29621

Suzanne G. Grigg
Kyle Aaron Brannon
Nexsen Pruet, LLC
P. O. Drawer 2426
Columbia, SC 29202-2426

A handwritten signature in black ink, appearing to read "Adam C. Bach", written over a horizontal line.

Adam C. Bach (SC Bar # 74885)
R. Hudson Smith (SC Bar # 101369)
ELLER TONNSEN BACH, LLC
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Greenville, SC 29605
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abach@etblawfirm.com
hsmith@etblawfirm.com

Attorneys for Respondent Gordon A. Lewis

March 26, 2018

Greenville, South Carolina

Exhibit A

STATE OF SOUTH CAROLINA)	
)	COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	
Troy M. Gilreath,)	
)	
Plaintiff,)	
)	
v.)	Case No. 17-CP-23-04367
)	
Gordon Lewis,)	
)	
v.)	
)	
Creekside Lot Three, LLC;)	
S.C. Telco Federal Credit Union,)	
Pointe Development, LLC,)	
)	
Defendant.)	

TRANSCRIPT OF HEARING

The within Hearing in the above-captioned matter was held on November 7th, 2017, before The Honorable Perry H. Gravely in Courtroom 7 of the Greenville County Courthouse; attended as follows:

APPEARANCES:

Troy Gilreath
 Appearing *Pro Se*

Adam Bach, Esq.
 ELLER TONNSEN BACH
 Appearing for Defendant

Deborah Garrison
Circuit Court Reporter – 13th Judicial Circuit
 P O Box 27145
 Greenville, South Carolina 29616
dgarrison@sccourts.org

1 THE COURT: Is everyone here on
2 Gilreath v. Lewis? Are you ---

3 MR. GILREATH: Yes, sir.

4 THE COURT: Give me a couple of minutes
5 to ---

6 COURT REPORTER: Counsel, are you
7 Hudson Smith?

8 MR. BACH: I am Adam Bach.

9 COURT REPORTER: Thank you.

10 THE COURT: This is a Motion for a
11 temporary restraining order, preliminary
12 injunction on behalf of Gordon Lewis against
13 Mr. Gilreath.

14 Mr. Gilreath, you -- first of all, you
15 are Troy Gilreath?

16 MR. GILREATH: Yes.

17 THE COURT: All right. You are the
18 plaintiff in this matter.

19 MR. GILREATH: Yes, sir.

20 THE COURT: And all we are here for, my
21 understanding is, just the Motion. I know
22 that there is a lot of other stuff outstand-
23 ing out there, but this is just a Motion for
24 temporary injunction?

25 MR. BACH: That's correct, Your Honor.

1 Just a preliminary injunction. We asked
2 originally for an *ex parte* TRO because we
3 were concerned with the scheduling of a *pro*
4 *se* litigant. Obviously we felt like this
5 was an emergency situation.

6 He's here today so we would ask that this
7 be considered as a preliminary injunction
8 under Rule 65.

9 Your Honor, ---

10 THE COURT: Mr. Gilreath, my policy is
11 when somebody is not represented, ---

12 MR. BACH: Your Honor, ---

13 THE COURT: --- here is what I'll do.
14 It's his Motion, so I'll hear everything that
15 they want to present, because they've got the
16 burden of proof.

17 Then I will hear anything that you want
18 to tell me. Again, this is not trying the
19 whole case. This is just whether they're
20 entitled to some injunction.

21 Then I'll -- I'll see -- since he is the
22 moving party and has the burden, then I will
23 hear from you last.

24 First of all, let me ask you this. Have
25 y'all had a chance to discuss this between

1 the two of you? Maybe there is some chance
2 that y'all can work something out that would
3 be agreeable to everybody before the Court
4 gets involved. Just asking if you'd like a
5 minute to talk to him or not.

6 MR. GILREATH: I'd ---

7 MR. BACH: Your Honor, actually we met
8 in my office on October 25th and we ---

9 THE COURT: Now that the Motion is
10 involved, do you just want to go forward on
11 the Motion?

12 MR. BACH: Yeah, I -- I was willing to
13 work with Mr. Bach. And Mr. Bach is correct,
14 I met with him in his office but it was more
15 about asking me questions ---

16 THE COURT: Why don't y'all take five
17 minutes? Y'all can probably work out
18 something better than I can work it out.

19 MR. BACH: I mean, I ---

20 THE COURT: I will be glad to go
21 forward. Whatever y'all want to do.

22 MR. BACH: I'm happy to chat with him.
23 I mean, I will say this, that he has
24 unilaterally disassociated Mr. Lewis from ---

25 THE COURT: I know. But, again, I

1 don't want to get into -- y'all can just do
2 it right here and I'll step out or y'all can
3 go in the little conference room and do it in
4 there. Or we can just hear the Motion.
5 Whatever y'all want to do.

6 MR. BACH: Uh ---

7 MR. GILREATH: I would like to work
8 something out.

9 THE COURT: All right. Why don't y'all
10 -- I'll give you five minutes and then I'll
11 hear your Motion.

12 MR. BACH: Do you want us to go ---

13 THE COURT: Whichever you prefer,
14 whatever would be ---

15 MR. BACH: Do you mind if we stay?

16 THE COURT: I'll step out.

17 (BRIEF RECESS)

18 (COUNSEL CONFER)

19 THE COURT: Okay, did you have enough
20 time?

21 MR. BACH: Yes, sir.

22 THE COURT: Okay, what did you decide?

23 MR. BACH: Thank you very much, Your
24 Honor. My name is Adam Bach and I represent
25 Gordon Lewis in this matter.

1 We have filed the Motion for a TRO and
2 preliminary injunction after member
3 statements of disassociation were filed by
4 Mr. Gilreath for two companies: one,
5 Creekside Lot Three, LLC, and the other
6 Pointe Development, LLC, and a document
7 called a Statement of Authority was filed
8 with the Greenville County Register of Deed
9 purporting to represent public filings that
10 Mr. Lewis had been disassociated from these
11 two companies.

12 We filed this in order to enjoin Mr.
13 Gilreath from taking any further action to
14 have those documents canceled.

15 Mr. Gilreath, as you know, is here today.
16 We have reached an agreement that we would
17 like to put on the record.

18 Counsel for Mr. Lewis, myself, will draft
19 a statement of correction to be filed with
20 the South Carolina Secretary of State
21 granting -- alerting the Secretary of State
22 that Mr. Lewis has not been disassociated
23 from the companies.

24 Counsel for Mr. Lewis will also draft a
25 document to be filed with the Greenville

1 County Register of Deeds canceling the
2 Statement of Authority. Both of those
3 documents will be signed by Mr. Gilreath.
4 Unfortunately we can't file a correction
5 because the South Carolina Secretary of
6 State's Office no longer believes that Mr.
7 Lewis is a member, so those will need to be
8 signed by Mr. Gilreath. He has agreed to do
9 so.

10 We have agreed that there will be no
11 further action on behalf of either of these
12 LLCs without the consent of both members of
13 the LLCs.

14 We also agree that we will work with S.C.
15 Teleco for an Order appointing a receiver
16 over these LLCs and the property, with
17 authorization to either lease or sell the
18 property. S.C. Teleco is a mortgage holder
19 named in this action and, as such, they have
20 some say over the receivership as well. So
21 we will get with their attorney and draft
22 something that is circulated, present that to
23 the Court.

24 THE COURT: Any additional terms?

25 MR. BACH: That's it.

1 THE COURT: All right. Mr. Gilreath,
2 since you are appearing *pro se*, please raise
3 your right hand.

4 MR. GILREATH: (Complies).

5 THE COURT: Do you swear to tell the
6 truth, the whole truth and nothing but the
7 truth

8 MR. GILREATH: I do.

9 THE COURT: And you are -- state your
10 name for the record.

11 MR. GILREATH: Troy Gilreath.

12 THE COURT: All right. You heard the
13 agreement as stated by Mr. Bach. Do you
14 understand the agreement?

15 MR. GILREATH: Yes, sir, I understand
16 it.

17 THE COURT: Is that your agreement as
18 well?

19 MR. GILREATH: Yes, sir.

20 THE COURT: And that agreement is made
21 knowingly and voluntarily, and nobody has
22 forced you to make that agreement?

23 MR. GILREATH: That's correct, Your
24 Honor.

25 THE COURT: Anything else that you want

1 to ask or comment on the terms?

2 MR. GILREATH: No, sir.

3 THE COURT: All right. Do you need to
4 ask him about the particular agreement?

5 MR. BACH: No, sir, Your Honor. Can I
6 draft a ---

7 THE COURT: I want to make sure that
8 everything is covered as you set forth -- we
9 have a record of it but I'm going to ask that
10 he (Mr. Bach) submit an Order and he will e-
11 mail you (Mr. Gilreath) -- does he have your
12 e-mail address?

13 MR. GILREATH: Yes, sir.

14 THE COURT: All right, he is going to
15 send you -- when he sends me the proposed
16 Order, he has to copy you at the same time.
17 Just send it to my law clerk. Thank you.

18 (HEARING CONCLUDED)

19

20

21

22

23

24

25

Exhibit B

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE
CASE NUMBER 2017CP2304367**

Troy M Gilreath	Gordon 3Rd Party Lewis <small>2017 NOV 22 PM 3:35</small>	Gordon Lewis SC Telco Federal Credit Union	Creekside Lot Three LLC Pointe Development LLC
PLAINTIFF(S)		DEFENDANT(S)	
Submitted by:		Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> 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. See Page 2 for additional information.
- 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: _____
- STAYED DUE TO BANKRUPTCY**
- 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: _____

INFORMATION FOR THE JUDGMENT 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 (List amount(s) below)
If applicable, describe the property, including tax map information and address, referenced in the order:		

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.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge	Judge Code	Date
---------------------	------------	------

For Clerk of Court Office Use Only

This judgment was entered on **November 22, 2017**, and a copy mailed first class or placed in the appropriate attorney's box on **November 22, 2017**, to attorneys of record or to parties (when appearing pro se) as follows:

Troy M Gilreath 1210 Gilreath Road Anderson, SC 29621

Adam Crittenden Bach 1306 S. Church Street Greenville, SC 29605

Robert Hudson Smith 1306 South Church Street Greenville, SC 29605

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Paul B. Wickensimer Greenville County Clerk Of Court - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Troy M. Gilreath,)

Plaintiff,)

vs.)

Gordon Lewis,)

Defendant.)

Gordon Lewis,)

Third-Party Plaintiff,)

vs.)

Creekside Lot Three, LLC, S.C. Telco)
Federal Credit Union, Pointe Development,)
LLC)

Third-Party Defendants.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. No. 2017-CP-23-04367

ORDER

This matter is before the Court on the Motion for Preliminary Injunction pursuant to Rule 65, SCRPC. A hearing was scheduled for November 7, 2017 and those present were on behalf of the movant, Gordon Lewis, was Adam C. Bach of the law firm Eller Tonnsen Bach and Troy Gilreath, *pro se*. At the call of the case, the parties advised that they had reached an agreement as to the matters presented in the Plaintiff's Motion for Preliminary Injunction. Mr. Bach recited the settlement agreement on the record and Mr. Gilreath, after being placed under oath, stated the recitation was correct and agreed to the terms of the agreement, as set forth herein. Mr. Bach presented a proposed order as requested and Mr. Gilreath submitted several objections to the proposed Order. The Court, after reviewing the audio recording of the hearing, has revised the

proposed Order based on the Court's review of the record. Based on consent of the parties, the Court orders as follows:

IT IS ORDERED, that neither, Troy M. Gilreath nor Gordon Lewis, or anyone acting on their behalf, shall take any actions on behalf of Creekside Lot Three, LLC ("Creekside") or Pointe Development, LLC ("Pointe Development") without the express consent and approval of both Lewis and Gilreath. Both Gilreath and Lewis are further enjoined from making any representations to any third-parties that either are the sole member of Creekside or Pointe Development or that either is authorized to take any action on behalf of either company without the other's consent.

IT IS FURTHER ORDERED, that counsel for Lewis shall draft Articles of Correction with the South Carolina Secretary of State correcting and canceling the members statements of disassociation filed by Gilreath purporting to disassociate Lewis from Creekside and Pointe Development. Counsel for Lewis shall also draft and file documents sufficient to cancel the "Statements of Authority" filed by Gilreath with the Greenville County Register of Deeds. If any document provided for by this order requires the signature of Gilreath, Gilreath has agreed and it is ordered that he sign such documents.

IT IS FURTHER ORDERED, that the parties shall work with S.C. Telco for the appointment of a receiver for Creekside and Pointe Development and an Order for the appointment of a receiver for these two companies shall be submitted to the Court for review and the Receiver shall have such powers to sell or lease any property owned by these companies. The court directs counsel for Lewis to draft an order appointing a receiver, to submit that order to Gilreath and S.C. Telco Federal Credit Union for review and comment, and to present that order to the court for review within thirty (30) days.

In the event that the parties do not abide by the terms of this Order, the Court shall have contempt powers and if appropriate, enter such additional orders to accomplish the actions required by this Order.

AND IT IS SO ORDERED

Perry H. Gravely
Judge, Thirteenth Judicial Circuit

November 22, 2017

Greenville, South Carolina



Greenville Common Pleas

Case Caption: Troy M Gilreath , plaintiff, et al vs. Gordon Lewis , defendant, et al
Case Number: 2017CP2304367
Type: Order/Temporary Injunction

So Ordered

s/ Honorable Perry H. Gravely, #2755

Electronically signed on 2017-11-22 12:11:36 page 4 of 4

Exhibit C

NOTICE OF APPEAL IN A CIVIL CASE
THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

Perry Gravely, Circuit Judge

2017-CP-23-04367

TROY M. GILREATH,

Plaintiff,

v.

Gordon A. Lewis

Defendant

Gordon Lewis,

Third-Party Plaintiff

Vs.

Creekside Lot Three LLC, and

SCTELCO Federal Credit Union and

Pointe Development LLC,

Third-Party Defendants

FILED-CLERK OF COURT
PAUL B. WICKENS
GREENVILLE CO SC

2018 FEB 26 PM 1:34

NOTICE OF APPEAL

Troy M. Gilreath appeals from Order (fn. 1) of the Hon. Perry Gravely dated February 07, 2018. It is unclear whether such Order(s) annexed constitute(s) a Final Judgment, but to the extent it does, such Order is appealed from or such right to appeal is preserved to such time as Order is determined to be Final if this Court determines such Order(s) is/are interlocutory. The Order(s) to be appealed from are annexed and constitute a series of Orders each declaring an individual action but each are labeled together as one Order, following an additional hearing and further "Order" will issue, thereby calling into question the "finality" of any prior Order as to Gilreath and/or others involved therein. However, it

ENTERED COMPUTER

is possible the order of February 07, 2018 constitutes a "Final Order" and Notice of Appeal thereof is timely given:

- a) November 7, 2017
- b) November 22, 2017
- c) December 22, 2017
- d) January 2, 2018
- e) February 7, 2018

I Troy Gilreath am appealing Part One of the Order (of the actions by both parties), I Troy Gilreath am appealing Part Two of the Order (Articles of Correction), I Troy Gilreath am appealing Part Three of the Order (appointment of receiver). I Troy Gilreath am Appealing Part One, Part Two, Part Three as individual parts and or as a whole.

February 26, 2018



Troy M. Gilreath

1210 Gilreath Road, Anderson, SC 29621 (864)335-4167

A. Others parties and their counsel:

- a. Adam Bach, attorney for Gordon Lewis, 1306 S. Church Street, Greenville, SC 29605, (864) 236-5013.
- b. Adam Bach, attorney for Gordon Lewis's ownership share of Creekside Lot Three LLC, 1306 S. Church Street, Greenville, SC 29605, (864) 236-5013.
- c. Adam Bach, attorney for Gordon Lewis's ownership share of Pointe Development LLC, 1306 S. Church Street, Greenville, SC 29605, (864) 236-5013.
- d. Robert Hudson Smith , 1306 S. Church Street, Greenville, SC 29605, (864) 236-5013.
- e. Suzanne Taylor Graham Grigg, attorney for SC Telco Federal Credit Union, 1230 Main Street, Suite 700, Columbia, SC 29201, (803)-771-8900

- f. Lindsay Joyner, attorney for SC Telco Federal Credit Union, 1201 Main St., Suite 1200, Columbia, SC 29201, (803)-724-1706.

Notice of Appeal Served Upon All Parties, Non Parties and Counsel

Fn. 1 The Order is also challenged as vague, overreaching, and an abuse of discretion.



ELLER TONNSEN BACH
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SC Court of Appeals

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March 26, 2018

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P. O. Box 11629
Columbia, SC 29211

*Re: Troy M. Gilreath vs. Gordon A. Lewis vs. Creekside Lot Three, LLC, S.C. Telco
Federal Credit Union, Pointe Development, LLC
Appellate Case No.: 2018-000389*

Dear Ms. Kitchings:

Enclosed please find the original and seven copies (7) of Respondent Gordon A. Lewis's motion to dismiss appeal in the above-reference matter, along with proof of service. We would appreciate your filing the original and returning a clocked copy to us.

Please let us know if we may provide any additional information to you at this time.

Sincerely,

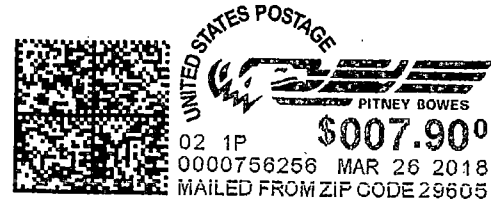
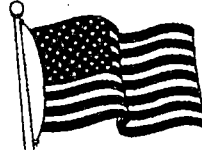
ELLER TONNSEN BACH, LLC



Adam C. Bach

ACB/amp
Enclosures

cc: Troy M. Gilreath, *pro se*
Attorneys for Respondents:
Suzanne G. Grigg, Esq.
Kyle Aaron Brannon, Esq.



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*The Honorable Jenny Abbott Kitchings
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