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THE STATE OF SOUTH CAROLINA

In The Court of Appeals

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MAY 24 2018

APPEAL FROM PICKENS COUNTY

SC Court of Appeals

Court of Common Pleas

Lee S. Alford, Circuit Court Judge

Case No. 2014-CP-39-00259

Appellate Case No. 2015-001361

Mark Ostendorff.....Appellant,

v.

School District of PickensRespondent.

MOTION FOR REHEARING

Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
(864)640-3340, text preferred
pro se, Appellant

Thomas K. Barlow
Halligan Mahoney & Williams
PO Box 11367
Columbia, SC 29211
Attorney for Respondent

Appellant Ostendorff requests this Court for a Rehearing on its decision to Affirm the lower Court's Decision for Summary Judgment to dismiss . Ostendorff's request is based upon his issues raised for this case number and the earlier associated case :

Statute of Limitations- Ostendorff filed what a reasonable person would do in a timely manner. Ostendorff researched on short notice his rights and obligations for wrongful discharge once fired from employment. The initial letters , via the USPS were acknowledged as being received. Board member and defendant Saitta left Ostendorff a voice mail after receiving Ostendorff's initial letter how to use the District's procedure to request reinstatement.

Ostendorff cited Small v. Springs Industries in his initial letter. When defendant Ben Trotter called and talked to Ostendorff, he asked what Small v. Springs Industries meant. I replied it was apparently the precedence that the Courts use in wrongful discharge cases.

Any reasonable person would conclude that Ostendorff did make due diligence in his research and time limits regarding wrongful discharge.

No person knows everything.

Even Albert Einstein never considered Black Holes. After the fact, everyone now understands the existence and their simple behavior.

Case being dismissed with prejudice- The trial court dismissed under basis that statute of limitations of two had passed. That would be tort. Ostendorff still was entitled to sue within three years under contract which had not have passed. Ostendorff timely moved to amend the complaint that specifically gave notice of complaint that now that addressed contract.

Stonewalling of evidence- Ostendorff was ordered by the Court to provide discovery even after the earlier part of this case was under appeal. Ostendorff requested discovery from the defendants yet they have refused to provide any whatsoever. Discovery would show that all defendants were knowledgeable and received Ostendorff's request to be reinstated or receive financial compensation for the balance of payroll and retirement benefits. And that request was made timely within 15 days after Ostendorff's firing.

Henry Hunt, District Superintendent, had a meeting with Ostendorff after his initial letter as part of reinstatement request. In that discussion, Hunt took continuous notes. Ostendorff made his notice that he was out the balance of 5 years employment at \$70,000 /yr and \$500 /mth from retirement. Ostendorff saw Hunt make notes after telling him his losses and needed to be made whole again. Hunt's notes have not been provided to Ostendorff under discovery.

Defendants all were of notice of Ostendorff's losses within 15 days of his wrongful discharge- Ostendorff sent letters to all defendants within 15 days requesting reinstatement or to be made whole again for the balance of 5 years employment at \$70,000/ yr and participation in the SC Retirement System which would provide him \$500/ mth.

Obligation as a public servant to speak up when the public's money is being misappropriated- Both the SC and US Constitution give a person the right of free speech. This was asserted by Ostendorff in the earlier part of this case.

Ostendorff's claim meets the threshold of a verified claim. Thus, 3 years is allowed to bring action. The Court made no effort to determine any facts to the claim nor did it ever address this in its findings of fact nor conclusions of law. Ostendorff asserted his claim as a verified claim.

Any reasonable person would conclude Ostendorff's claim exceeded any requirement for notice.

The SC Legislature said in the Act's history that the Court is not to "read past the face of the act". The Act history also states that the statute of time limitations was intended to prevent fraud. All defendants were of knowledge within 15 days. At least 3 defendants conspired to remove Ostendorff from the District. No fraud could be committed by Ostendorff as all defendants knew of Ostendorff's financial status regarding employment wages and SC Retirement System contributions and benefits from the balance of 5 years owed to him.

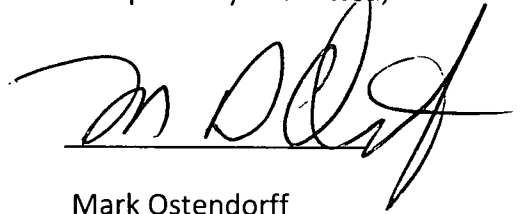
Ostendorff's case was dismissed by the moving party while providing not one shred of evidence that supports the Court's decision. The moving party never asserted that Ostendorff's claim was not verified in order for the 2 year application of limitation to apply.

In the earlier case, the trial court Judge dismissed improperly named defendants without any findings of fact or conclusions of law. However, conflicting that decision with a later similar case in Oconee County.

Ostendorff asks this Court to Rehear its decision to Affirm and to order discovery from defendants as requested by Ostendorff. Also, Ostendorff asks this Court to remand to the lower Court for arbitration as required.

May 22, 2018

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Ostendorff', is written over a horizontal line. The signature is stylized and cursive.

Mark Ostendorff

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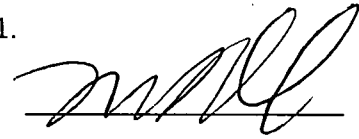
v.

School District of Pickens County.....Respondent.

PROOF OF SERVICE

I, Mark Ostendorff, Appellant, certify that I placed a copy of MOTION TO REHEAR in the US Postal Service, postage prepaid, addressed to the School District of Pickens County's attorney at: Thomas K. Barlow, Post Office Box 11367, Columbia, SC 29211.

May 23, 2018



Mark Ostendorff
135 Cedar Creek Circle
Central, SC 29630
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Appellant, pro se

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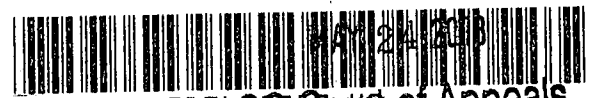
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