THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

Case No. 2015-CP-10-3389
Appellate Case No. 2018-000084

Peter Miller, Mary Alice Miller, Mary Alice Miller, as Trustee of Mary Alice Miller Living Trust, Miller Group Properties, LLC, and C-Miller Properties, LLC, ... Plaintiffs,

Of whom C-Miller Properties, LLC is the ..... Appellant,

v.

Marilyn L. Dillon and JLJ, LLC, ... Respondents,

and

Marilyn L. Dillon, Third-Party Plaintiff, ... Respondent,

v.

PMC, LLC, ... Third-Party Defendant.

INITIAL REPLY BRIEF OF APPELLANT

Beth Burke Richardson S.C. Bar No. 69552
Jasmine D. Smith S.C. Bar No. 100758
ROBINSON GRAY STEPP & LAFFITTE, LLC
Post Office Box 11449
Columbia, South Carolina 29211
(803) 929-1400
Attorneys for Appellants

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

ARGUMENT

"Property is surely a right of mankind as real as liberty."[1]

In this important case about one family's acquisition and ownership of a significant tract of multi-generational family land situated in Hollywood, South Carolina, Appellant Cynthia submits this Reply in response to her sister Respondent Marilyn's Initial Brief.[2] The Master erred in ruling Cynthia did not comply with the Settlement Order and thereafter consequently balanced the equities unfairly and disproportionately in favor of Marilyn, on the one hand, and against Cynthia, the Parents, and Petrease, on the other hand. The Master ignored the plain terms of the Settlement Order and interjected restrictive terms, without justification, in favor of Marilyn and against Cynthia, the Parents, and Petrease. For these reasons more fully discussed below, the Master's decision should be reversed, and Cynthia, the Parents, and Petrease's Motion to Compel the Settlement Order filed below should be enforced.

I. Cynthia Preserved for Appellate Review Consideration of the Master's Errors Made in Concluding Cynthia Could not Compel Enforcement of the Settlement Order.

Marilyn contends Cynthia failed to argue the Master erred by (1) improperly weighing testimonial affidavits and other evidence of Cynthia's alleged nonperformance, (2) failing to find Marilyn acted in bad faith, or (3) rejecting Cynthia's position related to the closing date and the

---

[1] The Founders' Constitution, Vol. 1, Ch. 16, Document 15 The University of Chicago Press, *available at* http://press-pubs.uchicago.edu/founders/documents (last visited Aug. 20, 2018) (writing from John Adams in 1787 describing how constitution protection of private property is essential for individual liberty and a fundamental right).

[2] As noted in the Initial Brief of Appellant, Cynthia Miller, Marilyn Dillion, and Petrease Clarkson are sisters (collectively, "the Sisters"). Cynthia Miller is the sole owner and member of C-Miller Properties, LLC as named in the caption at the circuit court. C-Miller Properties, LLC ("Cynthia") is the sole Appellant in the appeal before this Court. Marilyn Dillion, and her husband, Joe Dillion, are the owners of JLJ, LLC, and Marilyn and JLJ, LLC (collectively, "Marilyn") are the Respondents in the appeal before this Court. Petrease Clarkson is the sole owner of PMC, LLC. This brief refers to the parties by first name for ease of reference.

undoing of the deed in lieu of foreclosure.[3] (Resp. Br. 10). The issue before this Court—whether Cynthia substantially complied with the Settlement Order and could therefore compel enforcement of the Settlement Order—and the corresponding arguments are preserved for review.

The purpose of issue preservation is to give the trial court a fair opportunity to rule on the issue presented. *Herron v. Century BMW*, 395 S.C. 461, 465, 719 S.E.2d 640, 642 (2011). Accordingly, "[a]t a minimum, issue preservation requires that an issue be raised to and ruled upon by the trial judge." *Id.* Here, the issue of whether Cynthia complied with and could therefore compel enforcement of the Settlement Order was raised and ruled upon by the Master. The parties briefed the issue, presented various arguments at the hearings, and submitted proposed orders. At each stage, the Master had a full and fair opportunity to consider the issue and arguments presented. The court explained its ruling in a nine-page order outlining the court's analysis and conclusions.

Cynthia is not making new arguments on appeal. Cynthia has consistently maintained the Master erred in concluding for a variety of reasons that she had not complied with the Settlement Order and therefore could not compel enforcement of the Settlement Order. Those reasons include, but are not limited to, disputing the Master's (1) improper weighing of testimonial affidavits and other evidence of Cynthia's alleged nonperformance (*see* June H.T. 8-9, 20-21; December H.T. pp. 4-6, 15-17; Motion to Alter or Amend and Memorandum in Support of Motion for Reconsideration[4]; Cynthia's Aff. ¶ 5-14); (2) failing to find Marilyn acted in bad faith or,

---

[3] Respondent Marilyn claims these allegedly unpreserved arguments are *examples* of "certain issues and arguments which were not raised to and ruled upon." Marilyn, however, does not specifically outline any other issues or arguments which she contends are unpreserved. (Resp. Br. 10-11).

[4] Marilyn wrongfully suggests that Cynthia filed an Amended Motion to remove the Parents from the action before the Master because the Parents somehow were no longer in favor of the action against Marilyn. (Resp. Br. 10). The Parents, however, had no legal ownership interest in the Property at the time of the Motion to Enforce the Settlement, Motion to Alter or Amend, or, of course, on this appeal. (Exhibit E, Compl.). Therefore, the Parents were not proper parties. A

conversely, determining Marilyn acted in good faith and with fair dealing (*see* June H.T. 8-9, 20-21; December H.T. pp. 6-8, 16-17; Cynthia's Aff. ¶ 5-14); and (3) rejection of Cynthia's arguments related to the closing date and undoing of the deed in lieu of foreclosure (*see* June H.T. pp. 19-21; Motion to Alter or Amend and Memorandum in Support of Motion for Reconsideration; Cynthia's Aff. ¶10-11). In making these and other arguments on appeal, Cynthia is not constrained to use the exact same language and verbiage as she did below. *See Buist v. Buist*, 410 S.C. 569, 574-75, 766 S.E.2d 381, 383-84 (2014) (providing a party is not required to use the exact name of a legal doctrine to preserve the issue, the party is only required to be clear in framing his objection so as to draw the court's attention to the nature of the alleged error). If that were the case, a new brief to this Court would be unnecessary. Marilyn does not cite any authority requiring a party to make arguments on appeal identical to those arguments made below. Instead, Marilyn repeatedly relies upon law stating an issue cannot be raised for the first time on appeal. Notwithstanding, the crux of Cynthia's arguments have been the same throughout this case.[5]

Furthermore, in an action in equity referred to a Master for final judgment with direct appeal to this Court, the appellate court may determine facts in accordance with its own view of

---

comparison of the two documents furthermore reveals substantively that a typographical error was corrected in the original Motion. Petrease, moreover, only owned 10% of the Property. (Exhibit E, Compl.). Cynthia, by contractm had owned 50% of the Property since 2006. (Cynthia's Aff.; Exhibit E, Compl.); *see also* as a matter of public record, Warranty Deed dated December 28, 2006 (transferring 50% interest in the Property from Miller Group Properties, LLC to C-Miller Properties, LLC). And Marilyn only received her 40% interest in May 2012. (App. Initial Br. 2-3).

[5] Marilyn's counsel also wrongfully characterizes the use of the word "collateral" by Cynthia's counsel to the Master below in referencing the issues raised in this appeal. (Resp. Br. p. 9 n. 3). In using the term "collateral," Cynthia's counsel below was in some instances referring to matters other than those raised above, and, in other instances, pressing the same point raised in several instances on this appeal that the Master was focusing on issues that did not go to the heart of the bargain struck between the parties to the Settlement Order. Most importantly, even if Marilyn's characterization of the word choice by Cynthia's counsel were true, the issue and arguments would have been "raised" to the Master.

the preponderance of the evidence. *Friarsgate, Inc. v. First Fed. Sav. & Loan Ass'n of S.C.*, 317 S.C. 352, 454 S.E.2d 901 (Ct. App. 1995). The Master was required to consider the entire set of facts and circumstances when deciding in equity whether to compel enforcement of the Settlement Order, as the "discretion to grant or refuse specific performance is a judicial discretion to be exercised in accordance with special rules of equity and with regard to the facts and circumstances of each case." *Time Warner Cable v. Condo Servs., Inc.*, 381 S.C. 275, 281, 672 S.E.2d 816, 819 (Ct. App. 2009). "[S]pecific performance is not an absolute right, and a court granting it must follow established principles and *carefully consider all the circumstances of the particular case*." *Id.* at 282, 672 S.E.2d at 819 (emphasis added). Given the issue presented and that this Court may find facts in accordance with its own view of the preponderance of the evidence, Cynthia is free, and indeed it is incumbent upon Cynthia, to present case law, analysis, and arguments outlining the nature and gravity of the effect of the Master's adverse ruling.

The issue of whether Cynthia complied with and could therefore compel enforcement of the Settlement Order and the facts and circumstances related thereto are thus preserved for review. *See S.C. Dep't of Transp. v. First Carolina Corp. of S.C.*, 372 S.C. 295, 641 S.E.2d 903 (2007) (finding that although SCDOT did not phrase objection in the exact terms used in the issues on appeal, the objection was sufficiently specific to allow the trial court to rule on the issue); *Atl. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 329, 730 S.E.2d 282, 285 (2012) (expressing concern regarding the "over-zealous application" of "long-standing error preservation rules" and discouraging a "hypertechnical application" of those rules resulting in appellate arguments being procedurally barred).

II. The Master-In-Equity Erred in Denying Specific Performance.

The Purchase Agreement satisfied all the essential elements of the Settlement Order that the Property be purchased for a minimum price and within a specified timeframe so the debt could be repaid to Marilyn. In addition, as a matter of law, the Purchase Agreement did not fail for lack of adequate consideration or timely ratification. Marilyn's rehash of arguments made in support of the Master's balance of equities, moreover, does not discount the errors raised by Cynthia related thereto in this appeal. For these reasons, the Master erred in denying Cynthia, her Parents, and Petrease specific performance of the Purchase Agreement which would have satisfied the debt outstanding to Marilyn within the timeframe to which she consented to satisfaction thereof and allowed all the parties to likewise maintain their proportional ownership share in a valuable, multigenerational family commercial property.

A. The Master Erred in Finding the Purchase Agreement Failed for Lack of Consideration.

Importantly, Respondent Marilyn fails to counter Appellant Cynthia's argument that the Master erred in finding the Purchase Agreement failed for lack of consideration. Marilyn's brief does not contend this argument is unpreserved either. The Purchase Agreement was not unenforceable for lack of consideration simply because Cynthia did not put forth earnest money. *Rickborn v. Liberty Life Ins. Co.*, 321 S.C. 291, 304, 468 S.E.2d 292, 300 (1996) (acknowledging "there was a meeting of minds, and the exchange of promises qualified as consideration"). Furthermore, "[m]ere inadequacy of consideration is not a ground for refusing the remedy of specific performance; in order to be a defense, the inadequacy must either be accompanied by other inequitable incidents, or must be so gross as to show fraud." *Clardy v. Bodolosky*, 383 S.C. 418, 426-27, 679 S.E.2d 527, 531 (Ct. App. 2009).

In addition, Appellant Cynthia notes that in finding the Purchase Agreement lacked consideration, the Master emphasized: "[Cynthia] wanted to submit [her] own contract, the ratified contract under an alterego LLC, which [she] had a right to do. I just don't understand why [she] would do it at the last minute and with zero consideration." (December H.T. 19). To this end, the Master again deviates from the Settlement Order and reads restrictive terms in to the agreement in favor of Marilyn and against Cynthia, the Parents, and Petrease. The heart of the Settlement Order required a contract for sale of the Property by March 11, 2017. Cynthia met that requirement when she provided the Purchase Agreement. Therefore, whether the contract was presented two days early or twenty days early, there was no evidence of bad faith on the part of Cynthia. Accordingly, the Master erred in finding Cynthia could not compel enforcement of the Settlement Order simply because she did not provide earnest money in the Purchase Agreement or that she submitted a Purchase Agreement toward the end of the time allowed by the parties for her to do so.

B. The Purchase Agreement was Ratified as that Term is Construed by Law and in the Settlement Order.

Without citation to any legal authority, Marilyn mistakenly argues the Purchase Agreement did not comply with the Settlement Order's ratification requirement because it was only executed by Cynthia by March 11, 2017.[6] (Resp. Br. 14-18). "Ratification" of the Purchase Agreement, however, did not require Petrease's, the Parents', or Marilyn's signature. Under South Carolina law, the party to be charged—here, the entity C-Miller Properties, LLC—was the only required

[6] Cynthia, moreover, has *never* "conceded [she] failed to comply with th[e] temporal requirement" for ratification of the Purchase Agreement. (Resp. Br. 16). As previously noted, the heart of the Settlement Order required a contract for sale of the Property by March 11, 2017. Cynthia met that requirement. *See* June H.T. p. 8 (noting Cynthia provided the Purchase Agreement to Marilyn before the March 11, 2017 deadline); *see also* December H.T. p. 6 (noting counsel for Cynthia stated "I don't see any dispute or contest here that the contract was timely submitted . . . it was submitted on time").

signature to effectuate the document for purposes of specific performance. This was accomplished when Cynthia signed as the owner of C-Miller Properties, LLC.

In *Speed v. Speed*, WR Speed brought an action for specific performance against Georgia Speed after she refused to sell him her interest in a piece of property pursuant to their agreement. 213 S.C. 401, 407, 49 S.E.2d 588, 591 (1948). The Court construed certain letters Georgia wrote to WR as a written contract of their prior oral agreement. *Id.* at 407-12, 49 S.E.2d at 591-93. Georgia argued the letters she executed, which were construed by the Court as a contract, were insufficient for ordering specific performance because WR was allegedly not bound to the contract as only Georgia executed the contract. *Id.* at 412, 49 S.E.2d at 593. The Court held the writings were sufficient with Georgia's signature alone because "[w]ith practical unaninimity, the courts have held that it is not necessary that the contract shall be signed by both parties to give it mutuality. It is sufficient if it be signed by the party to be charged."[7] *Id.* Accordingly, here, the Settlement Order is Marilyn's and Petrease's agreement to the Purchase Agreement, i.e., their consent to sell the Property for the agreed upon price, and ratification of the Purchase Agreement only required execution by the purchaser—Cynthia.

The Settlement Order, moreover, did not require the signature of any specific party thereto for ratification of any agreement to purchase the Property. To this end, the Master erred in interjecting requirements beyond that required by law and the plain language for ratification of the Settlement Order, all in Marilyn's favor and against the wishes of Petrease, the Parents, and Cynthia. Notably, another copy of the Purchase Agreement with the Parents' and Petrease's

[7] Furthermore, Cynthia provided in her Affidavit that Petrease did not disagree with the Purchase Agreement. She was simply unable to sign the Purchase Agreement until the following Monday, March 13, 2017. (Cynthia's Aff. ¶ 7).

signatures was provided just two days later.[8] *See* June H.T. 11 (Marilyn's counsel conceding he received the copy of the Purchase Agreement executed by Cynthia, the Parents, and Petrease on March 13, 2018); *see also* Cynthia's Aff. Ex. 1 (copy of Purchase Agreement with signatures of Cynthia, the Parents, and Petrease). Most importantly, as a matter of law and contract, Cynthia's signature alone was sufficient to comply with the Settlement Order's ratification requirement.[9] *Speed*, 213 S.C. at 412, 49 S.E.2d at 593.

C. Cynthia Performed her Part of the Bargain, and the Master Erred in Failing to Balance the Equities Appropriately Under the Terms of the Settlement Order.

For unknown reasons, the Master erroneously inserted obligations on Cynthia, her Parents, and Petrease that were not required by the Settlement Order and were not material to the heart of the parties' bargain. Moreover, the Master erroneously construed certain affiant statements in favor of Marilyn, without regard to countervailing averments by Cynthia or consideration of the impropriety of adopting competing affidavits without any ability to assess credibility. To this end, Marilyn rehash of the same erroneous points relied on by the Master, such as the failure of the

---

[8] Marilyn repeatedly contends the revised Purchase agreement was neither presented to the Master nor designated by Cynthia for inclusion in the Record on Appeal. (Resp. Br. p. 11 n. 5, 16 n. 6). However, this copy of the revised Purchase Agreement is the signature page of the Purchase Agreement with Cynthia's, Petrease's, and the Parent's signatures. This document was designated for inclusion in the record before this Court as an exhibit with Cynthia's Affidavit—the same affidavit submitted to the Master and for which he failed to properly consider when deciding this case. *See* Cynthia's Affidavit ¶7 ("See attached, the Agreement was revised to clearly respond to [Marilyn's] objections sent March 10.").

[9] Additionally, this Court should not consider Marilyn's argument regarding the Statute of Frauds as Marilyn notes it was never addressed by the Master. (Resp. Br. 17 n. 8). Furthermore, the argument is without merit as the Purchase Agreement was in writing and signed by the party to be charged. *See Speed v. Speed*, 213 S.C. 401, 408, 49 S.E.2d 588, 591 (1948) ("Whatever form the agreement may assume, if the writing or writings, viewed as a whole, constitute, in essence or substance upon their face, a note or memorandum in writing, subscribed by the party sought to be charged, showing who the contracting parties are, the subject matter of the sale, and the consideration, the statute is satisfied.").

parties to use Reid Davis to list the property and Cynthia's delayed payment of property taxes, is uncompelling. (Resp. Br. 18-21). As Cynthia argued to the Master and in detail on appeal in Cynthia's Initial Brief, the issues regarding Reid Davis and the taxes did not affect the essential terms of the Settlement Order. The Settlement Order aimed to repay the debt to Marilyn within a specified timeframe and provide the Sisters an opportunity to realize their proportional ownership interest in the generational, family-owned commercial property. As Cynthia had otherwise satisfied the essential, material elements of the Settlement Order—by timely delivering the Purchase Agreement which promised to close on the sale of the Property for the agreed upon price and within the timeframe agreed to in the Settlement Order—it was error of law for the Master to consider and weigh against Cynthia, without reference to the statements made in Cynthia's countervailing affidavit, alleged nonmaterial deviations from the Settlement Order on the part of Cynthia.

Pursuant to the plain language of the Settlement Order, Cynthia complied with the Order and granted Davis permission to list the Property for sale when she executed the Settlement Order. (Cynthia's Aff. ¶12). The Settlement Order does not outline or require any party to provide any additional assistance to Davis to list the property. Additionally, Cynthia averred that to maintain the Property during the pendency of this action, the maintenance and insurance expenses took priority over the payment of the taxes. Further, the parties routinely paid the taxes at the end of the year instead of in April. (Cynthia's Aff. ¶13); *see also* App. Initial Brief 9-10 (arguing the Master's erroneously failed to consider Cynthia's affidavit at all in weighing the equities); App. Initial Brief 14-15 (noting the Master erred in considering any countervailing affidavits without taking testimony to assess credibility of competing affiants); *cf.*, *e.g.*, Order 6 ("As indicated in Mr. Davis' affidavit, multiple attempts were made by him to contact Cynthia Miller . . . .") and

December H.T. 17 (the Master stating "Mr. Davis says he didn't have any authority to deal with anybody because he never could speak with [Cynthia]"), *with* Cynthia's Aff. ¶12 ("Therefore, if the property was ever listed for sale, it would have been with Reid Davis. Reid Davis spoke with me once, the day he met Petrease at the Property. He never attempted to reach me after that. Reid Davis had all the information he needed—as he presented a proposal. However, he never presented a listing agreement to list the Property for sale.") and December H.T. 17 (the Master declining to give Cynthia the opportunity to respond to Mr. Davis' allegation).

Marilyn also contends Cynthia failed to provide the deed in lieu of foreclosure documents and altered the documents in a way which made it "impossible" for Marilyn to obtain title insurance. (Resp. Br. 21). During the June hearing, however, counsel for Marilyn conceded Marilyn had already recorded the deed in lieu of foreclosure several months prior to the hearing. (June H.T. 16). Further, counsel for Marilyn conceded he did not "think this is really anybody's fault" that there was a delay in receiving the required documents. (June H.T. 16). Additionally, counsel for Marilyn claimed he was unable to obtain title insurance because Cynthia struck through a portion of the estoppel affidavit which counsel for Marilyn thought may have been related to fair value and fair trade. (June H.T. 17). However, counsel for Cynthia challenged Marilyn's alleged inability to obtain title insurance, noting he could have obtained title insurance and several companies would provide the insurance. (June H.T. 20, 23). The record does not include evidence of what portion of the estoppel affidavit Cynthia struck through, moreover, or any evidence that Marilyn applied for and was unable to obtain title insurance. *See* App. Initial Br. 16-17 (arguing Cynthia's delivery of the deed in lieu of foreclosure was not in violation of the Settlement Order); *see also* Cynthia's Aff. ¶11 (noting Marilyn refused to accept the Purchase Agreement and instead "she swiftly rushed to foreclose (as she has done)").

Finally, in balancing the equities, Marilyn continues to insist she, in contrast to Cynthia, complied with the terms of the Settlement Order and would have been the most prejudiced by an unfavorable decision from the Master because of the length of time in which she allegedly waited to have a debt repaid. The length of time Marilyn had been without payment should have been irrelevant to the Master's prejudice analysis, however, as Marilyn agreed to permit the debt to be repaid on or before June 9, 2017, in the Settlement Order. Marilyn should not be allowed to argue she is prejudiced by a timing issue she consented to herself. (Resp. Br. 21-22). Furthermore, her arguments go beyond consideration of the heart of the bargain struck by the parties to the lawsuit.

The Master also failed to consider that Marilyn recorded in bad faith the deed in lieu of foreclosure before Cynthia, her Parents, and Petrease had been held in breach of the Settlement Order. -Marilyn's actions were in plain violation of the terms of the Settlement Order, and yet the Master used this fact as one favoring Marilyn. The Master concluded that setting aside the transfers, while not unheard of, would be difficult, and favored the Master's decision to deny Cynthia's motion to compel. In all these respects, the Master's balance of equities was in error, and the decision denying the Motion to Compel performance of the Settlement Order caused Marilyn to receive a significant and undue economic windfall, and Cynthia, her Parents, and Petrease to lose their proportionate share of a valuable multi-generational, commercial property.

CONCLUSION

Counsel for Cynthia: There just isn't any harm in going 30 more days and giving this part of the family an opportunity to try to buy out the other side. I just don't see any harm.

The Master: That begs my question because I was doing the math in my head. It seems like today or sometime this week would be the 90 days it was to close, was it not? . . . .

Counsel for Cynthia: That's right . . . .[10]

The record reveals that even the Master appeared at first to acknowledge that the circumstances presented to him were the same circumstances outlined in the Settlement Order. The Master appeared to recognize Cynthia was simply asking to purchase the Property by a certain timeframe as envisioned in the Settlement Order. Cynthia cannot explain why the Master parted from his original understanding of the equities. Instead, the Master's Order evidences he was grasping for Marilyn to provide him reasons to deny the Motion to Compel. For these reasons and those raised in the Initial Brief, Cynthia respectfully requests for all the reasons above that the Master-In-Equity's Order, denying Cynthia, the Parents,' and Petrease's Motion to Compel the Settlement Order, now be reversed, and judgment entered in favor of Cynthia, her Parents, and Petrease.

Respectfully submitted,

Beth Burke Richardson, S.C. Bar No. 69552
Jasmine D. Smith, S.C. Bar No. 100758
ROBINSON GRAY STEPP & LAFFITTE, LLC
Post Office Box 11449
Columbia, South Carolina 29211
(803) 929-1400
Attorneys for Appellant

August 27, 2018

[10] June H.T. 21.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

Case No. 2015-CP-10-3389
Appellate Case No. 2018-000084

Peter Miller, Mary Alice Miller, Mary Alice Miller, as Trustee of Mary Alice Miller Living Trust, Miller Group Properties, LLC, and C-Miller Properties, LLC, ... Plaintiffs,

Of whom C-Miller Properties, LLC is the ..... Appellant,

v.

Marilyn L. Dillon and JLJ, LLC, ... Respondents,

and

Marilyn L. Dillon, Third-Party Plaintiff, ... Respondent,

v.

PMC, LLC, ... Third-Party Defendant.

PROOF OF SERVICE

I certify that I have served the Initial Reply Brief on Respondents Marilyn L. Dillon and JLJ, LLC by depositing a copy of it in the United States Mail, postage prepaid, on August 27, 2018, addressed to their attorneys of record, Carmelo B. Sammataro, Esquire and Ian D. McVey, Esquire, Turner Padget Graham & Laney, PA, PO Box 1473, Columbia, SC 29202-1473.

Beth Burke Richardson
ROBINSON GRAY STEPP & LAFFITTE, LLC
Attorney for Appellant