

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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SEP 05 2018

S.C. SUPREME COURT

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas
R. Markley Dennis, Jr., Circuit Court Judge

Opinion No.: 27829
Case No. 2011-CP-08-2814
Appellate Case No. 2017-00297

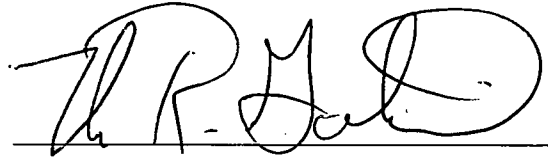
Todd Olds..... Petitioner,

vs.

City of Goose Creek Respondent,

MOTION FOR COSTS

As authorized by South Carolina Appellate Court Rules, Rule 242(j), the petitioner moves for an order of the Court awarding statutory costs as provided for by Rule. The petitioner's notarized Itemized Statement of Costs is attached to this motion and incorporated by reference.



August 30, 2018

Other counsel of Record:
Timothy A. Domin, Esq.
Clawson & Staubes, LLC
126 Seven Farms Drive (Suite 200)
Daniel Island, S. C. 29492

Thomas R. Goldstein, #2186.
Belk, Cobb, Infinger & Goldstein, P.A.
Attorneys for Respondent
P. O. Box 711121
N. Charleston, South Carolina 29415-1121
(843) 554-4291; (843) 554-5566 (fax)
E-mail: tgoldstein@cobblaw.net

FORM 17
ITEMIZED STATEMENT OF COSTS

THE STATE OF SOUTH CAROLINA
In The Supreme Court
Opinion No. 27829
Appellate Case No.: 2017-000297

Todd Olds,Petitioner,

v.

City of Goose Creek,Respondent.

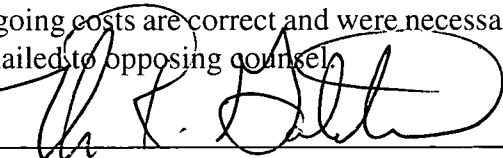
The Appellate Court is requested to tax the following costs against

City of Goose Creek,
Respondent _____

COSTS TAXABLE UNDER RULE 222, SCACR	NO. OF PAGES	RATE	REQUESTED	ALLOWED (For Court Use Only)
Cost of Printing or Copying Final Brief	855 (45 x 19)	0.11 + binding & covers	\$ 265.01	
Cost of Printing or Copying Final Reply Brief	551 (29 x 19)	0.11 + binding & covers	\$ 102.76	
Cost of Printing or Copying Record on Appeal	7,733 (407 x 19)	0.11 + binding & covers)	\$ 989.24	
Filing Fee Paid Under Rule 203(d), SCACR	\$100.00		\$ 100.00	
Cost of Court Reporter's Transcript	\$60.30		\$ 60.30	
Attorney's Fee Provided By Rule 222(b), SCACR	\$1,000		\$1,000.00	

Other (specify and explain): Reply to Amicus Brief	380 (20 x 19)	0.11 + binding & covers	\$ 89.00	
COSTS TAXABLE UNDER RULE 242(j), SCACR				
Cost of Printing or Copying Brief	0 (included in charge for App.	0.11 + binding & covers	\$ 0.00 (included in charge for App.)	
Cost of Printing or Copying Reply Brief	399 (21 x 19)	0.11 + binding & covers	\$ 107.79	
Cost of Printing or Copying Appendix (includes Final Briefs)	10,982 (578 x 19)	0.11 + binding & covers	\$1,329.34	
Filing fee paid under Rule 242(c), SCACR	\$100.00		\$ 100.00	
Attorney's fee provided by Rule 242(j)(2), SCACR	\$1,000		\$1,000.00	
Other (specify and explain): Reply to Amicus Brief U.P.S. for Court of Appeals U.P.S. for Appendix	342 (18 x 19)		\$ 104.23 \$ 47.93 \$ 84.63	
		TOTAL	\$5,380.23	

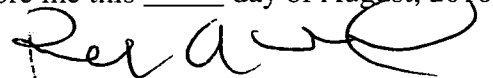
I, Thomas R. Goldstein, do swear or affirm that the foregoing costs are correct and were necessarily incurred in this action. A copy of this statement was mailed to opposing counsel.



Thomas R. Goldstein, S. C. Bar No. 2186

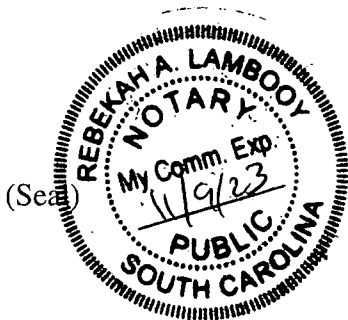
Attorney for Petitioner

Subscribed and sworn to before me this 30th day of August, 2018.



Notary Public for South Carolina

My Commission Expires: 11/9/23



THE STATE OF SOUTH CAROLINA
In The Supreme Court

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Opinion No.: 27829
Case No. 2011-CP-08-2814
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Todd Olds..... Petitioner,

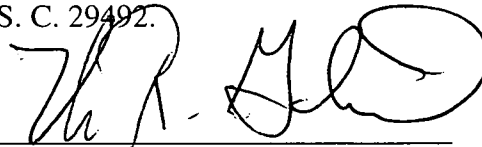
vs.

City of Goose CreekRespondent.

PROOF OF SERVICE

I certify that I have served the petitioner's Motion for Costs and Itemized Statement of Costs on the Respondent, City of Goose Creek, by depositing a copy of it in the United States Mail, postage prepaid, on August 30, 2018, addressed to its attorney of record, Timothy A. Domin, 126 Seven Farms Drive, Suite 200, Daniel Island, S. C. 29492.

August 30, 2018



Thomas R. Goldstein, #2186
Belk, Cobb, Infinger & Goldstein, P.A.
P. O. Box 71121
N. Charleston, S. C. 29415-1121
(843) 554-4291; (843) 554-5566 fax
Attorneys for the Petitioner

INVOICE

Ruth L. Mott, RPR, CRR
PO Box 2012
Goose Creek, SC 29445
rmott@sccourts.org

SOLD TO:

Thomas R. Goldstein, Esquire
Belk, Cobb, Infinger & Goldstein, P.A.
2344 Cosgrove Avenue
Charleston, South Carolina 29405

INVOICE NUMBER: 20151
INVOICE DATE: January 8, 2015
EIN NO.: 46-4404434

SHIPPED TO:

Same

CAPTION:

Olds v. Goose Creek; Case No. 2011-CP-08-2814

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
17	Official Transcript - 7/29/14 hearing	3.25	\$55.25
1	shipping & handling	5.05	\$5.05
	Paid 12/16/14 - thank you!		(\$60.30)
Total due			0.00

Payment may be made in the form of a law firm check, cashier's check or money order payable to Ruth L. Mott or via PayPal to ruthmott1412@comcast.net

Thank you for your business.

*Received
JAW
12/15*



Charleston

INVOICE

Date	Invoice #
8/25/2015	CHS140876

Bill To		Job #: CHS12538			
Tommy Goldstein BELK COBB INFINGER & GOLDSTEIN P.A. 2344 Cosgrove Avenue Charleston, SC 29415		Client Ref. #	Terms	Rep	Ordered By
		Olds	Net 30	CDavis	Tommy Goldstein

Description	Qty	Rate	Amount
Bates:Electronic Bates Labeling Per Page	406	\$0.030	\$12.18T
Printing:Legal Brief Prints	6954	\$0.110	\$764.94T
Scanning:Litigation File Scans-A	408	\$0.140	\$57.12T
Binding:Card Covers	18	\$1.000	\$18.00T
Binding:Spiral Bind 2 in.	17	\$3.500	\$59.50T

Unless written notice to the contrary is given to ProLegal Copies, Inc. within 7 days of the receipt of invoice, all services delivered to customer are deemed to have been performed in a satisfactory manner and are accepted by customer.

Send only your payment to the payment address indicated on this invoice. All payments are due within your terms upon receipt of this invoice. All late payments may be subject to finance charges or other late charge fees assessable against you; provided, however, that such amount shall automatically reduced to the maximum amount permitted by law if such amount is deemed to be usurious or unlawful. If payments are not received within your terms after invoiced, financing charges and/or late fees may begin to accrue at our option. Please be advised that the person or entity indicated in the Bill To block of this invoice (i.e. you) is/are responsible for any and all payments herein referenced, irrespective of whether such amounts are ultimately posted to the account of your client or other third party.

Customer Signature:	Date:	Subtotal:	\$911.74
		Sales Tax(0.085):	\$77.50
		Total:	\$989.24

Tax ID Number:
57-1051795

Please Remit All Payments to: ProLegal Copies, Inc. 519 East Bay Street, Charleston, SC 29403 (843)853-2888



Charleston

INVOICE

Date	Invoice #
9/10/2015	CHS141081

Bill To
Tommy Goldstein BELK COBB INFINGER & GOLDSTEIN P.A. 2344 Cosgrove Avenue Charleston, SC 29415

Job #: CHS12727

Client Ref. #	Terms	Rep	Ordered By
Olds	Net 30	CDavis	Tommy Goldstein

Description	Qty	Rate	Amount
Copying:Legal Brief Copies	1275	\$0.110	\$140.25T
Binding:Card Covers	36	\$1.000	\$36.00T
Binding:Spiral Bind 1 in.	34	\$2.000	\$68.00T

Unless written notice to the contrary is given to ProLegal Copies, Inc. within 7 days of the receipt of invoice, all services delivered to customer are deemed to have been performed in a satisfactory manner and are accepted by customer.

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Subtotal:	\$244.25
Sales Tax(0.085):	\$20.76
Total:	\$265.01

Customer Signature: _____ **Date:** _____

Tax ID Number:
57-1051795

Please Remit All Payments to: ProLegal Copies, Inc. 519 East Bay Street, Charleston, SC 29403 (843)853-2888

Date	Invoice #
6/1/2016	CHS143814

Bill To

Tommy Goldstein
BELK COBB INFINGER & GOLDSTEIN P.A.
2344 Cosgrove Avenue
Charleston, SC 29415

Job #: CHS15358

Client Ref. #	Terms	Rep	Ordered By
Olds	Net 30	CDavis	Tommy Goldstein

Description	Qty	Rate	Amount
Printing: Legal Brief Prints	361	\$0.110	\$39.71T
Binding: Card Covers	19	\$1.000	\$19.00T
Binding: Spiral Bind 1 in.	18	\$2.000	\$36.00T

Thank You for Your Business!

Unless written notice to the contrary is given to ProLegal Discovery Solutions, Inc. within 7 days of the receipt of invoice, all services delivered to customer are deemed to have been performed in a satisfactory manner and are accepted by customer.

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Subtotal:	\$94.71
Tax(0.085):	\$8.05
Total:	\$102.76

Customer Signature: _____ **Date:** 2/7/2018
Session ID: _____

*****Please Remit All Payments to: ProLegal Discovery Solutions, Inc.
212 Huger Street, Charleston, SC 29403 (843)853-2888**

Date	Invoice #
1/2/2018	CHS149085

Bill To
Tommy Goldstein BELK COBB INFINGER & GOLDSTEIN P.A. 2344 Cosgrove Avenue Charleston, SC 29415

Job #: CHS20371

Client Ref. #	Terms	Rep	Ordered By
Olds	Net 30	CDavis	BELK COBB INFINGER & GOLDSTEIN P.A. Tommy Goldstein

Description	Qty	Rate	Amount
Copying:Legal Brief Copies	540	\$0.110	\$59.40T
Binding:Card Covers	18	\$1.000	\$18.00T
Binding:Saddle Stitch	17	\$0.250	\$4.25T

Thank You for Your Business!

Unless written notice to the contrary is given to ProLegal Discovery Solutions, Inc. within 7 days of the receipt of invoice, all services delivered to customer are deemed to have been performed in a satisfactory manner and are accepted by customer.

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Subtotal:	\$81.65
Tax(0.09):	\$7.35
Total:	\$89.00

Customer Signature: _____ **Date:** _____

Date	Invoice #
12/22/2017	CHS149052

Bill To

Tommy Goldstein
BELK COBB INFINGER & GOLDSTEIN P.A.
2344 Cosgrove Avenue
Charleston, SC 29415

Job #: CHS20327

Client Ref. #	Terms	Rep	Ordered By
Olds	Net 30	CDavis	BELK COBB INFINGER & GOLDSTEIN P.A. Tommy Goldstein

Description	Qty	Rate	Amount
Printing: Legal Brief Prints	9928	\$0.110	\$1,092.08T
Binding: Card Covers	34	\$1.000	\$34.00T
Binding: Spiral Bind 1 in.	17	\$2.000	\$34.00T
Binding: Spiral Bind 2 in.	17	\$3.500	\$59.50T

Thank You for Your Business!

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Subtotal:	\$1,219.58
Tax(0.09):	\$109.76
Total:	\$1,329.34

**Customer
Signature:
Session ID:**

Date: 2/7/2018

Date	Invoice #
3/15/2018	CHS149600

Bill To
Tommy Goldstein BELK COBB INFINGER & GOLDSTEIN P.A. 2344 Cosgrove Avenue Charleston, SC 29415

Job #: CHS20885

Client Ref. #	Terms	Rep	Ordered By
Olds	Net 30	CDavis	BELK COBB INFINGER & GOLDSTEIN P.A. Tommy Goldstein

Description	Qty	Rate	Amount
Printing:Legal Brief Prints	399	\$0.110	\$43.89T
Binding:Card Covers	19	\$1.000	\$19.00T
Binding:Spiral Bind 1 in.	18	\$2.000	\$36.00T

Thank You for Your Business!

Unless written notice to the contrary is given to ProLegal Discovery Solutions, Inc. within 7 days of the receipt of invoice, all services delivered to customer are deemed to have been performed in a satisfactory manner and are accepted by customer.

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Subtotal:	\$98.89
Tax(0.09):	\$8.90
Total:	\$107.79

Customer Signature: _____ **Date:** _____

Date	Invoice #
6/4/2018	CHS150259

Bill To
Tommy Goldstein BELK COBB INFINGER & GOLDSTEIN P.A. 2344 Cosgrove Avenue Charleston, SC 29415

Job #: CHS21492

Client Ref. #	Terms	Rep	Ordered By
Olds	Net 30	CDavis	BELK COBB INFINGER & GOLDSTEIN P.A. Tommy Goldstein

Description	Qty	Rate	Amount
Printing:Legal Brief Prints	342	\$0.110	\$37.62T
Binding:Card Covers	20	\$1.000	\$20.00T
Binding:Spiral Bind.1 in.	19	\$2.000	\$38.00T

Thank You for Your Business!

Unless written notice to the contrary is given to ProLegal Discovery Solutions, Inc. within 7 days of the receipt of invoice, all services delivered to customer are deemed to have been performed in a satisfactory manner and are accepted by customer.

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Subtotal: \$95.62

Tax(0.09): \$8.61

Customer Signature: _____ **Date:** 6/4/2018
Session ID: _____

Total: \$104.23