THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Perry H. Gravely, Circuit Court Judge
Edward W. Miller, Circuit Court Judge

Common Pleas Case No. 2017-CP-23-03720

Appellate Case No. 2018-000207

DARRIN VANDER TOORN,

Respondent,

v.

BILLETER RECRUITING, LLC
and WILLIAM ANCAR

Appellants.

INITIAL BRIEF OF RESPONDENT

Peter A. Rutledge
(SC Bar 15899)
Rutledge Law, LLC
66 Faris Circle
Greenville, SC 29605
peter@prutlaw.com
(864) 906-2521
Counsel for Respondent

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STATEMENT OF ISSUES ON APPEAL

1. Did the trial court correctly hold Appellants Billeter Recruiting, LLC and William Ancar in default:
    a. Where Appellants offered no evidence to support a finding of good cause during the default hearing; and
    b. Where even the unsupported reasons to not constitute good cause?
2. Did the trial court correctly enter the judgment for $107,061:
    a. Where the judgment under the Payment of Wages Act was based upon Appellants' admission, by operation of default, that the monthly installments were due Respondent under an employment agreement;
    b. Where the judgment included commissions based upon Appellants' admission, by operation of default, that the commissions were due Respondent under an employment agreement; and
    c. Where the judgment included treble damages based upon Appellants' admission, by operation of default, that the failure to pay was willful?

STATEMENT OF THE CASE

Appellants were served a Summons and Complaint on June 9, 2017, that asserts causes of action for breach of contract, breach of contract accompanied by fraudulent acts, and willful violations of the South Carolina Payment of Wages Act. **(Complaint, Motion for Entry of Default, Order of Judgment by Default, January 23, 2017)**. Having made no appearance or response to the Complaint, Defendants were put into Default by the Clerk of Court on July 12, 2017, as supported by the Affidavit of Default filed by Plaintiff's counsel. By motion dated September 1, 2017, Plaintiff moved for Judgment by Default. **(Motion for Judgment by Default)**. The Chief Administrative Judge, the Honorable Robin B. Stilwell, denied the motion on the papers and required a hearing. **(Order of September 12, 2017)**.

The matter was set for a hearing for November 8, 2017. While the matter was pending, counsel for Appellants made an appearance and moved to set aside the Entry of Default, on October 17, 2017, which was heard by the Honorable Perry H. Gravely on November 8, 2017. Judge Gravely denied Appellants' motion and held them in default. **(Order of November 15, 2017)**.

During the November 8, 2017 hearing, Appellants offered no evidence of good cause, and instead tried to rely merely on argument of counsel:

> THE COURT: Let me ask you this, am I supposed to accept your argument as testimony?
>
> MR. PURIEFOY: In what regard, Your Honor?
>
> THE COURT: I mean, do you have anything supporting your---
>
> MR. PURIEFOY: I do Your Honor.
>
> THE COURT: Has that been filed with the court, as far as affidavits or anything?

MR. PURIEFOY: Your Honor, no filings have been made. There was just a notice of appearance and Motion to set aside. I have a – I have requested documents from my client regarding his medical condition. I received only a single document yesterday. He's in the process of getting documents from the VA.

THE COURT: Do you not think that['s] something that we should have here for this hearing?

MR. PURIEFOY: Excuse me, Your Honor?

THE COURT: Isn't that something that you think that we should have for this hearing?

MR. PURIEFOY: I was unaware that any live testimony was going to be taken.

THE COURT: I mean an affidavit or something that ---

MR. PURIEFOY: Yeah.

THE COURT: --- would support ---

MR. PURIEFOY: Yeah, yeah. I have a copy of a medical report from, uh, the VA. This was back in ---

THE COURT: Is it in the form of an affidavit?

MR. PURIEFOY: It's not, Your Honor. These are just notes that were taken from the VA that he was in possession of. He's requested formal documentation of his medical records. He's just not received it yet, Your Honor.

THE COURT: I mean, if it is not in the form of an affidavit, I'm not sure that the court can consider it.

MR. PURIEFOY: Well, ---

THE COURT: Unless you consent.

MR. RUTLEDGE: No, Your Honor, I don't.

MR. PURIEFOY: Your Honor, in terms of an affidavit from the VA or any medical provider, nothing has been provided yet. As I stated, my client is in the process of getting all ---

THE COURT: How about an affidavit from your client supporting all of that?

MR. PURIEFOY: There has been no affidavit from him, Your Honor.

(Transcript, November 8, 2017, pp.6-8). Thus, despite filing the motion to set aside the default some three weeks prior, on October 17, 2017, Appellants did not attempt to support the motion to set aside the default with competent evidence.

Even still, the Court was understandably unimpressed with Appellant's ***argument of counsel*** why no responsive pleading was filed. **(Transcript, November 8, 2017, pp.8-10)**:

> THE COURT: But the Court has nothing to consider to confirm that. All I've got is that somebody didn't answer. You're saying "well, he forgot about it." It could be that "oh, I forgot about it, my wife found it a hundred days later."

(Id.) During the ensuing colloquy, the court felt it necessary to instruct Appellant's counsel what is required to support a motion filed in court, *e.g.* evidence. **(Transcript, November 8, 2017, pp.11-13)**.

Thereafter, a damages hearing was conducted by the Honorable Edward Miller on December 5, 2017, and an Order of Judgment by Default was entered on January 23, 2018. As with the hearing on the Motion to Set Aside the Default where the Appellants did not offer evidence, the Appellants attempted to participate outside the boundaries of what is permitted defendants who are in default. **(Transcript December 5, 2017, p.10**, THE COURT: Okay, I mean we're here to talk about damages; **p.12-13**, MR RUTLEDGE: Your Honor, I'm just going to object. We're here to talk about damages… The law's pretty clear that a defendant can participate in the damages hearing about the numbers. He can't advance defenses that have been foreclosed by way of a default.; **p.14**, MR RUTLEDGE: Objection, Your Honor. This is mitigation defense.; **p.21**, THE COURT: I've allowed a lot of latitude, so put an end to it. .. Do you have any evidence? I will allow you to put something up to dispute --.). Appellants once again offered argument of counsel. Not evidence. **(Id.)**.

Appellants did not contest the damages presented by Respondent or the resulting calculations. They offered no evidence. Towards the conclusion of the hearing, the Court summarized the showing the Appellants had attempted and the basis for his ruling, as follows:

> THE COURT: Well, you're arguing towards the merits of the defense which has already been ruled – it's already been a judgment entered. So I'm going to award the $101,302.20 plus the attorney's fee figure of 5300 something. Whatever it was in the affidavit. Ask you to submit a proposed order.

(Transcript December 5, 2017, p.25).

In his Order of Judgment by Default, Judge Miller elaborated on why Appellants' participation in the damages hearing missed the mark:

> Defendants participated in the hearing by vigorously cross-examining the Plaintiff. However, and with some latitude from the Court, Defendants exceeded the scope of direct examination and attempted to elicit testimony from Mr. Vander Toorn regarding a range of defenses that were waived by operation of the Default. They did not present evidence that contradicted the accuracy of the damages presented by the Plaintiff. By way of example, counsel for Defendants pursued lines of questioning regarding 1) whether the signing bonus should have been an offset for unpaid salary; 2) whether the aforementioned June payment constituted "wages" as "recompense for labor rendered" under the Act (S.C. Code Ann. § 41-10-10 (2)); 3) whether any commissions were due at all for various fact-intensive reasons; and 4) whether Defendants had a good faith basis not to have paid any of the amounts owed, and thus to avoid a discretionary finding of willfulness, because Ancar believed the Plaintiff had engaged in some type of fraud during his employment. These were all defense theories that were foreclosed by reason of the Default, not evidence contradicting Plaintiff's damages.
>
> These efforts were simply misplaced by Defendants in default, at a hearing concerning damages. It is well settled law in South Carolina that a defendant's participation in a damages hearing following default judgment is limited to cross-examination and objection to *plaintiff's* evidence. *Limehouse v. Hulsey*, 404 S.C. 93, 744 S.E.2d 566 (2013). This is true because were it not the case, there would be no practical effect of a Default. *See Roche v. Young Bros., Inc., of Florence,* 332 S.C. 75, 81, 504 S.E.2d 311, 314 (1998) ("It is well settled that by suffering a default, the defaulting party is deemed to have admitted the truth of the plaintiff's allegations and to have conceded liability."). Here, Defendants did not object to or contest that Plaintiff had not been paid the sums he testified he was not paid. Defendants did not object to or contest that Billeter received the revenues entitling him to the commissions to which Plaintiff testified; instead they conceded those were accurate revenues. And as far as Plaintiff's well-pled allegations of willfulness

> are concerned, Defendants were not permitted to offer defenses at a damages hearing in the first place, and their Default is deemed an admission of those allegations in any case. Therefore, there is nothing over which this Court must exercise discretion, and a trebling of the award and an award of attorneys' fees is appropriate.

(Order of Judgment by Default, January 23, 2017).

As a result of the entry of default and the Appellants' failure to challenge the Respondent's evidence of damages, the Court entered judgment in the amount of One Hundred Seven Thousand Sixty-One and zero 100ths **($107,061.00)**, Dollars, together with post-judgment interest on the sum total thereof accruing hereafter at the maximum legal rate. **(Id.)**

ARGUMENT

I. The trial court held the Appellants in default, because they offered no evidence of "good cause," and because even the argument of counsel, which in any case could not be considered, did not establish good cause.

The decision whether to set aside an entry of default lies solely within the sound discretion of the circuit court. *Regions Bank v. Owens*, 402 S.C. 642, 647, 741 S.E.2d 51, 54 (Ct. App. 2013). The circuit court's decision will not be disturbed on appeal absent a clear showing of an abuse of that discretion. *Id.* An abuse of discretion occurs when the judgment is controlled by some error of law or when the order, based upon factual, as distinguished from legal conclusions, is without evidentiary support. *Id.*

Rule 55(a), SCRCP, provides that when a party fails to respond to a complaint, the clerk shall record an entry of default. However, Rule 55(c), SCRCP, permits a party to move to set aside the entry of default. The standard for granting relief from an entry of default under Rule 55(c) is mere "good cause." "This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice." *Regions Bank v. Owens*, 402 S.C. 642, 648, 741 S.E.2d

51, 54 (Ct. App. 2013) citing *Sundown Operating Co. v. Intedge Indus., Inc.,* 383 S.C. 601, 607, 681 S.E.2d 885, 888 (2009). "Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted." *Id.* at 607–08, 681 S.E.2d at 888 (citing *Wham v. Shearson Lehman Bros., Inc.,* 298 S.C. 462, 465, 381 S.E.2d 499, 501–02 (Ct.App.1989)). "The trial court need not make specific findings of fact for each factor if there is sufficient evidentiary support on the record for the finding of the lack of good cause." *Id.* "(emphasis added) A motion under Rule 55(c) is addressed to the sound discretion of the trial court." *Id.*

Here, the trial court was left with no choice but to hold Appellants in default: they did not offer evidence. Note how many times the Court invited Appellants to offer competent evidence. **(Transcript, November 8, 2017, pp.8-10; 11-13).** Even after the hearing, the evidence Appellants represented to the Court ***would be forthcoming*** never came. Neither did Appellants renew a motion to set aside the default with evidence. It is axiomatic that "argument of counsel is not a substitute for evidence." *Passailaigue v. Kuznik,* No. 2015-000044, 2016 WL 3511875, at *2 (S.C. Ct. App. June 22, 2016) *citing Brown v. Johnson,* 276 S.C. 68, 71–72, 275 S.E.2d 876, 878 (1981).

Here, there were no facts in the record to support Appellants' motion to set aside the default. Undaunted, counsel for Appellants suggested that good cause existed to set aside the default, because after being duly served on behalf of Billeter and himself, Mr. Ancar imagined a telephone conversation with an unnamed lawyer who may or may not have given assurances that an Answer would be filed in South Carolina on their behalf. **(Motion to Set Aside Default, October 17, 2017).** Counsel did not indicate what really, if anything, Mr. Ancar did with the suit papers that were served upon him—other than they were lost until his wife "stumbled across them."

(Id.) It does not appear that Mr. Ancar arranged for copies of the lawsuit to be provided to anyone at all. **(Id.)** And Appellants admitted that the unnamed lawyer denies the telephone conversation even occurred. **(Id.)**

A review of relevant precedent makes clear that good cause is entirely lacking. In *Regions Bank v. Owens*, 402 S.C. 642, 648, 741 S.E.2d 51, 54 (Ct. App. 2013), Owens failed to answer a foreclosure action filed against him and other co-defendants, under the mistaken belief that one of his co-defendants would file an answer on his behalf. Owens testified that he telephoned co-defendant Roland Paddy upon receiving the Summons and Complaint, whom he said misled him into believing he (Paddy) "would take care of it." 402 S.C. 642, 649, 741 S.E.2d 51, 55. Paddy held power of attorney for him regarding the property in question. *Id.*

The South Carolina Court of appeals upheld the Master's decision to deny the motion to set aside default, because good cause was lacking, and held:

> We find evidence in the record supports the master's finding Owens did not show good cause for failing to answer the complaint. While Owens testified he contacted Paddy after receiving the complaint and Paddy told him he had hired an attorney and would "take care of it," Paddy disputed this characterization. Paddy testified he never told Owens he had hired an attorney to represent him and file an answer on his behalf. Furthermore, Owens presented no evidence he took any steps to protect himself by contacting either Paddy or *649 Paddy's attorney to **55 confirm an answer would be filed on his behalf. *See Hill v. Dotts,* 345 S.C. 304, 310, 547 S.E.2d 894, 897 (Ct. App. 2001) (holding "a party has a duty to monitor the progress of his case. Lack of familiarity with legal proceedings is unacceptable and the court will not hold a layman to any lesser standard than is applied to an attorney.").

Id. The showing Appellants attempted are strikingly similar here, except of course for the glaring absence of evidence, either by way of affidavit or live testimony. Mr. Ancar argues he was misled into the mistaken belief that someone else would file an Answer on his behalf and his company's behalf because of a telephone call. **(Motion to Set Aside Default, October 17, 2017).** However, Mr. Owens was unable to persuade the Court of Appeals with the same argument. More

importantly, even had Mr. Ancar been misled that his own lawyer would hire South Carolina counsel to file an Answer, good cause would still be lacking: the *Regions Bank* Court noted that "[t]he courts of this state have consistently held that the negligence of an attorney or insurance company is imputable to a defaulting litigant." *Id.* From that long-standing precedent, the Master had reasoned that "[i]f reliance on one's own attorney is insufficient to show 'good cause,' then reliance on another defendant and *his* attorney is equally insufficient."

Applied here, the operative logic suggests the following: If reliance on one's own attorney is insufficient to show good cause, reliance on an imagined telephone call with one's own attorney is equally insufficient. Mr. Ancar's lawyer argues that he has short term memory problems, not that he is delusional. *See also Williams v. Vanvolkenburg*, 312 S.C. 373, 375, 440 S.E.2d 408, 409 (Ct. App. 1994) (holding "whether the Stalnakers failed to ask their attorney to file an answer or whether the attorney was negligent in failing to answer, however, is not critical, because even if the attorney were negligent in failing to answer the Complaint, his negligence would be imputed to the Stalnakers."); *Richardson v. P.V., Inc.,* 383 S.C. 610, 618–19, 682 S.E.2d 263, 267 (2009) (imputing negligence of an insurance company or attorney to a defaulting litigant—does not constitute good cause); *White Oak Manor, Inc. v. Lexington Ins. Co.*, 407 S.C. 1, 7, 753 S.E.2d 537, 540 (2014) (losing the pleadings not good cause under Rule 55).

Finally, even were there competent evidence in the record to substantiate an underlying disability that affects Mr. Ancar's short term memory (there is not), that should not permit him an excuse. Rather, he should be expected to employ remedial measures to accommodate any alleged disability, especially because he is allegedly a disabled veteran and operates Billeter Recruiting, LLC, and Billeter Professional Solutions as Service-Disabled Veteran Owned Small Businesses under applicable rules." *See* Complaint, paragraph 6. *Accord, Stark Truss Co. v. Superior Const.*

Corp., 360 S.C. 503, 510, 602 S.E.2d 99, 102 (Ct. App. 2004) (president had no good reason, other than depression, for failing to act when he was served with the summons and complaint). Good cause is lacking.

Finally, Appellants desperately seek to leverage the allegation in the Complaint, that "Ancar is upon information and belief a disabled veteran and operates Billeter Recruiting, LLC, and Billeter Professional Solutions as Service-Disabled Veteran Owned Small Businesses under applicable rules. ..." as meeting Appellants' burden of proof. This is, of course, a red herring. First, this argument was not raised below. More importantly, as an allegation in a Complaint, it does not come close to meeting Appellants' burden to demonstrate "good cause." Absent from the Complaint are any allegations regarding Mr. Ancar's particular disability (his company's status as a Service-Disabled Veteran Owned Small Business does not disclose his actual disability). Moreover, nowhere in the Complaint (to say nothing of any competent evidence) are there either allegations or competent evidence regarding Mr. Ancar's physical or mental limitations or how they affect his major life activities. Rather, paragraph 6 of the Complaint is an allegation regarding one of the parties' corporate status. Were there such evidence, the case law cited above would pose exactly the same hurdles.

Because good cause is lacking, the trial court correctly held the Appellants in default.

II. The trial court correctly entered judgment for $107,06: by operation of default, under the Payment of Wages Act, Appellants admitted that the monthly installments were due Respondent under an employment agreement, that commissions were due Respondent under that employment agreement, and that the failure to pay was willful, requiring treble damages and attorneys' fees.

At the hearing, Respondent advised the Court that he sought damages under his Payment of Wages Act Cause of Action against both Appellants, Billeter Recruiting, LLC ("Billeter") and William Ancar ("Ancar"). **(Transcript, December 5, 2017).** Respondent testified under oath that

he was employed by Appellants Billeter and Ancar under an Employment Agreement that promised Sixty-Thousand ($60,000) Dollars, a Twelve Thousand ($12,000) Dollar signing bonus, together with commissions equaling ten (10%) percent of the gross revenues from clients listed in the Employment Agreement. The Sixty-Thousand Dollar contract price was to be paid in equal amounts of Ten Thousand ($10,000) Dollars per month, on the 15th of each month. **(Id.)** Importantly, the Sixty-Thousand Dollar contract price depended on Respondent's procuring revenues to Appellants from certain customers, not on "performing labor" as though an hourly wage earner, as Appellant's mistakenly suggest. **(Id.)** The Employment Agreement is an exhibit to the Complaint and the compensation terms appear in paragraph 4 thereto. The signing bonus and commissions appear in paragraph 5.

Respondent testified that he had not been paid the May 2017 payment of $10,000 and the June payment of 10,000. **(Id.)**. Respondent testified, based on documents he reviewed both while he was employed and thereafter, including a text message from Ancar, emails from customers, and documents received from a subpoena issued in this action, that revenues to Billeter for which he is entitled to commissions amount to $110,514. **(Id.)**. Counsel for Appellants conceded they do not dispute these revenues. **(Id.)**. Respondent testified that he is entitled to commissions in the amount of $11,051.40. **(Id.)**.

By operation of the default, Appellants admitted that the monthly installments were due, that the commissions were due, and that their failure to pay was willful. This is true because were it not the case, there would be no practical effect of a Default. *See Roche v. Young Bros., Inc., of Florence,* 332 S.C. 75, 81, 504 S.E.2d 311, 314 (1998) ("It is well settled that by suffering a default, the defaulting party is deemed to have admitted the truth of the plaintiff's allegations and to have conceded liability."). Here, Appellants did not object to or contest that Respondent had not

been paid the sums he testified he was not paid. Appellants did not object to or contest that Billeter received the revenues entitling Respondent to the commissions to which he testified; instead they conceded those were accurate revenues. **(Transcript, December 5, 2017; Default Judgment January 23, 2018)**. And as far as Respondent's well-pled allegations of willfulness are concerned, Appellants were not permitted to offer defenses to liability at a damages hearing in the first place, and their Default is deemed an admission of those allegations in any case. *Limehouse v. Hulsey*, 404 S.C. 93, 744 S.E.2d 566 (2013) ("It is well settled law in South Carolina that a defendant's participation in a damages hearing following default judgment is limited to cross-examination and objection to *plaintiff's* evidence."). As a result, concerning willfulness, there was nothing over which this Court could or should have exercised discretion, and a trebling of the award and an award of attorneys' fees was therefore appropriate.

Further, Appellants argue that "... Mr. Vander Toorn did not offer any evidence at the damages hearing of a lack of good faith for the failure to timely pay." **(Appellant's Initial Brief, p.18)**. Respondent was not obligated to re-hash liability facts at a damages hearing and had already pleaded with specificity the facts that establish willfulness which Appellants admitted:

a. Lying to Mr. Vander Toorn by saying he would be paid his May 2017 salary once Billeter was finally paid by Fluor;
b. Dishonestly holding out the hope of an ownership interest in Billeter to quell immediate concerns of non-payment of salary and to induce Mr. Vander Toorn to chase down unpaid invoices which duties were Brandi Ancar's;
c. Purporting to "suspend" the Agreement when no such suspension exists under the Agreement, and by embroiling Mr. Vander Toorn in some sham investigation, as

mere pretext to avoid a contractual obligation to pay salary and thus "wages," as well as continuing commissions;

d. Lying to an investigator with the South Carolina Department of Labor, Licensing, and Regulation regarding the effect of Mr. Vander Toorn's signing bonus on the obligation to pay salary, thereby thwarting and interfering with a statutorily established dispute resolution process (S.C. Code Ann § 41-10-70).

(Complaint, ¶46).

All of Appellant's arguments regarding the judgment are merits arguments, foreclosed by their defaulting in this lawsuit. Their arguments about whether labor was performed entitling Respondent to the June installment and related commissions are also misdirection, ***both factually and because of the default***: Respondent testified under oath and based on the employment agreement that the amounts pled in the Complaint were owed:

A: I think all services that were asked of me were provided, yes.

(Transcript, December 5, 2017, p.15).

Q: So it's your position here today that the contract that was entered into on January 3d allowed you to collect on every single Fluor contract with Billeter regardless of whether you were responsible for bringing in that contract or not?

A: Correct. Everything that came in from Fluor came in on my behalf. **(Id.)**.

Respondent went on to testify that the revenues that were generated from Texas, for example, those that Respondent claimed in the lawsuit, were new work that Appellants had not before generated. **(Transcript, December 5, 2017, p.17)**. With wide latitude from the trial court, Appellants' counsel continued to pick around the edges, to no avail:

Q: But I'm asking, you are aware that this was a pre-existing contract, the NRG contract was a contract that Billeter had prior to you becoming an employee of --

> A: All contracts within Fluor expire every year, so that one you're talking about in 2016 would have expired and it was renewed based upon my efforts, yes.

(Transcript, December 5, 2017, p.18). Appellants' line of questioning consistently went to the merits, ***not to the damages or to challenging Respondent's calculations***, which was made clear by counsel for Appellants:

> MR. PURIEFOY: As to the Commission payments, Your Honor. Although we would submit that those commissions were absolutely not brought in by Mr. Vander Toorn, those numbers are what the numbers are and we're not going to dispute the amounts that were brought in under those contracts.

(Transcript, December 5, 2017, p.23). Thus, Appellants conceded, both by operation of the default, and by their participation in the damages hearing, that all amounts claimed were in fact due and owing.

The trial court entered judgment against Appellants in the amount of One Hundred Seven Thousand Sixty-One and zero 100ths **($107,061.00)**, Dollars, together with post-judgment interest on the sum total thereof accruing hereafter at the maximum legal rate.

CONCLUSION

For the foregoing reasons, this Court should affirm the order denying the motion to set aside default as well as the Judgment by Default.

Respectfully,

Peter A. Rutledge (SC Bar #15899)
Rutledge Law, LLC
(864) 906-2521
66 Faris Circle
Greenville, SC 29605
peter@prutlaw.com

THE STATE OF SOUTH CAROLINA
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v.

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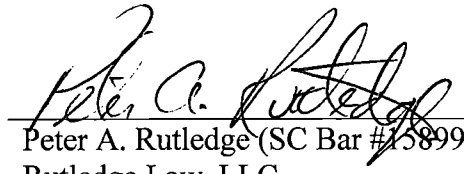
Appellants.

PROOF OF SERVICE

I certify that I have served the Initial Brief of Respondent, Respondent's Designation of Matter, and this Proof of Service by depositing a copy of the same in the United States Mail, postage prepaid, on August 16, 2018, addressed to the following counsel of record:

Howard W. Anderson, III
Law Office of Howard W. Anderson, III, LLC
P.O. Box 661
176 E. Main St.
Pendleton, SC 29670
howard@hwandersonlawfirm.com

(864) 643-5790
Counsel for Appellants



Peter A. Rutledge (SC Bar #15899)
Rutledge Law, LLC
(864) 906-2521
66 Faris Circle
Greenville, SC 29605
peter@prutlaw.com
Counsel for Respondent

Rutledge Law, LLC
August 16, 2018

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

Re: Darrin Vander Toorn, Respondent v Billeter Recruiting, LLC and William Ancar
C.A. No.: 2018-000207

Dear Ms. Kitchings:

Please find enclosed two copies of the Initial Brief of the Respondent, Respondent's Designation of Matter and Proof of Service, one set for the court's copy and one to return to me in the enclosed stamped envelope. I am also sending a copy to opposing counsel.

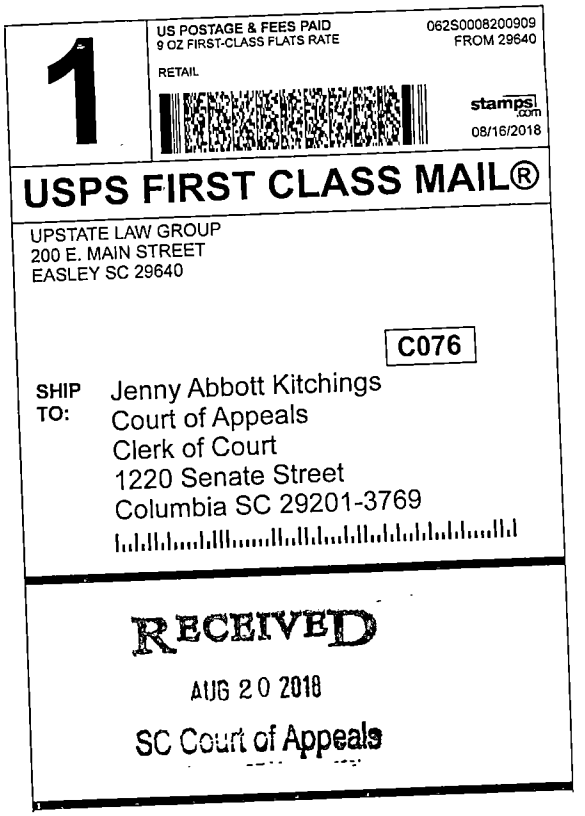
Please let me know if you have any questions.

Sincerely,

Peter A. Rutledge, Esq.

Enc.
Cc: Howard W. Anderson, III

66 Faris Circle, Greenville, S.C. 29605 (864)906-2521 phone



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