

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM PICKENS COUNTY
In the Court of Common Pleas

The Honorable Perry H. Gravely, Circuit Court Judge

Appellate Case 2017-002347

RECEIVED
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SC Court of Appeals

EPS Advisors, LLC Respondent/Appellant

v.

Jan Fredman and Clemson-EPS Advisors, LLC.....Appellant/Respondent

RETURN DAMERON’S PRO SE MOTION TO RELIEVE COUNSEL

Pursuant to SCRAP 240(e) hereby filed this Return to the *pro se* Motion of David C. Dameron (Hereinafter “Dameron”) purportedly on behalf of EPS Advisors, LLC to relieve counsel.

I. DAMERON’S PRO SE REQUEST SHOULD BE DENIED BECAUSE A NON-LAWYER CANNOT REPRESENT THIS LLC AND/OR FILE MOTIONS PURPORTEDLY ON ITS BEHALF

In Brown v. Coe, 365 S.C. 137, 139–40, 616 S.E.2d 705, 706–07, order clarified, 365 S.C. 664, 620 S.E.2d 323 (2005), the South Carolina Supreme Court reiterated its long standing position on the unauthorized practice of law by non-lawyers.

The South Carolina Constitution provides this Court with the duty to regulate the practice of law in this state. S.C. Const. art. V, § 4; *see also* S.C. Code Ann. § 40-5-10 (2001). South Carolina, like other jurisdictions, limits the practice of law to licensed attorneys. *In re Lexington County Transfer Court*, 334 S.C. 47, 512 S.E.2d 791 (1999). “No person may practice or solicit the cause of another in a court of this State unless he has been admitted and sworn as an attorney.” S.C. Code Ann. § 40-5-310 (2001). The generally understood definition of the practice

of law embraces the preparation of pleadings, and other papers incident to actions and special proceedings, and the management of such actions and proceedings on behalf of clients before judges and courts. *Doe v. McMaster*, 355 S.C. 306, 585 S.E.2d 773 (2003); *State v. Despain*, 319 S.C. 317, 460 S.E.2d 576 (1995); *In re Duncan*, 83 S.C. 186, 65 S.E. 210 (1909).

“The adjudicative power of the Court carries with it the inherent power to control the order of its business to safeguard the rights of litigants.” *Renaissance Enters., Inc. v. Summit Teleservices, Inc.*, 334 S.C. 649, 651, 515 S.E.2d 257, 258 (1999) (citing *Williams v. Bordon's, Inc.*, 274 S.C. 275, 262 S.E.2d 881 (1980)). “The goal of the prohibition against the unauthorized practice of law is to protect the public from incompetent, unethical, or irresponsible representations.” *Id.*

The Court has held that non-attorneys may not prepare legal documents for others to present in family court when such preparation involves the giving of advice, consultation, explanation, or recommendations on matters of law. *State v. Despain, supra*. The Court noted its holding was for the protection of the public from the potentially severe economic and emotional consequences which may flow from the erroneous preparation of legal documents or the inaccurate legal advice given by persons untrained in the law.

The Court has also held that non-attorneys cannot negotiate guilty pleas on behalf of a party or represent a party in a guilty plea. *In re Lexington County Transfer Court, supra*.

In *State v. Wells*, 191 S.C. 468, 5 S.E.2d 181 (1939), this Court held that a corporation must act through licensed attorneys in legal matters. That holding was modified in *In re Unauthorized Practice of Law*, 309 S.C. 304, 422 S.E.2d 123 (1992), in which the Court held a non-lawyer, officer, agent, or employee may represent a business entity pursuant to S.C. Code Ann. § 40-5-80 (1986) in civil magistrate's court proceedings.¹ The Court stated further that the magistrate shall require a written authorization from the entity's president, chairperson, general partner, owner or chief executive officer. **Finally, in *Renaissance Enters., Inc. v. Summit Teleservices, Inc., supra*, the Court held a non-lawyer cannot represent a corporation in circuit or appellate courts and once again held that a corporation may appear *pro se* only in magistrate's court.**

(Emphasis added)

For this reason, Dameron's *pro se* Motion should be denied.

**II. DAMERON'S PRO SE MOTION SHOULD BE DENIED BECAUSE THE
THE RIGHTS AND OBLIGATIONS OF EPS ADVISORS, LLC ARE
NOW GOVERNED BY THE PARTNERS' DISSOLUTION
AGREEMENT AND THE MOTION RUNS COUNTER TO THE SAME**

At Dameron's initiation, the partners of EPS Advisors, LLC, entered into a Dissolution Agreement which provided that the undersigned would be the attorney of record for this action and that Dameron would provide all information necessary to prosecute the company's claims against Fredman:

5) Dameron shall provide to Candy Kern-Fuller, Esq., as counsel for EPS Advisors, LLC, all information necessary to prosecute EPS Advisors, LLC's claims against Jan Fredman and Charles Schwab on or before July 31, 2012, and Dameron shall pay the costs of said recovery. Any recovery shall first be paid to retiring the debts as listed in paragraphs four and five above. Any net proceeds remaining after said debts are retired, shall be split evenly between Dameron and Lockwood;

(See attached Dissolution Agreement, Ex. A)

In the separate action of the company against Charles Schwab, the Federal Court specifically determined that its Order to dismiss the action against Charles Schwab as it was subject to binding mediation was "without prejudice to the rights of any party, to include the right of an individual member of EPS Advisors, LLC, to pursue any claim or defense available pursuant to applicable law." **(See attached August 13, 2013 Order of the Honorable Timothy Cain, Ex. B).**

However, contrary to the Federal Court's ruling in the case against Schwab, and his obligations under the Dissolution Agreement, Dameron now seeks to Relieve the undersigned as Counsel for EPS Advisors, LLC and enter into a settlement without Lockwood's consent and which would be deleterious to the Company, its creditors and Lockwood. As previously explained to Dameron, on June 19, 2013, at 7:43 a.m., via

email and, again, on June 21, 2018 at 4:40 p.m., via email, *“When I represent an organization such as EPS Advisors, LLC, my duties run to that organization, not just to its “managing member.” If a lawyer for an organization knows that an officer, employee or other person associated with the organization is engaged in action that is a violation of a legal obligation to the organization or that is likely to result in substantial injury to the organization, then the lawyer shall proceed as is reasonably necessary in the best interest of the organization. EPS Advisors, LLC is a partnership, organized as an LLC. There is no Operating Agreement in place. Whether or not you are the majority partner of this LLC, you still have fiduciary duties to your partner. You also have contractual duties to her via the dissolution agreement that you negotiated and under South Carolina law you have an inherent duty of good faith and fair dealing pursuant to that dissolution contract. For these reasons, and my ethical obligation as cited above, I will not take the action you have requested and I am ethically bound to act in that way.”*

Though the undersigned understands that Ms. Lockwood, the other member of EPS Advisors, LLC, has retained counsel to enforce her rights under the LLC’s Dissolution Agreement, those rights have yet to be adjudicated by a Court of competent jurisdiction.

At this point, this case has been fully briefed, and is simply waiting upon oral argument and/or a decision on the merits. It is the undersigned’s professional opinion after thirty years in law, sixteen of them as an attorney, that this appeal’s defense and the prosecution of its own appeal issues is in the best interests of the dissolved corporation and its creditors. It is further the undersigned’s professional opinion that the settlement amount being advanced by Dameron is inadequate to even pay the undersigned’s legal

fees from the engagement by Bankruptcy counsel, which remains a charging lien from the trial of this case. (See attached Order authorizing employment of the undersigned, Ex. C)

As such, the undersigned asserts that it is in the best interest of the company and its creditors for the appeal to continue until the rights of the parties under the Dissolution Agreement are determined by an appropriate Court.

III. DAMERON'S PRO SE MOTION SHOULD BE DENIED BECAUSE HE FAILED TO SERVE THE MOTION ON LOCKWOOD, WHO IS AN INTERESTED PARTY

As Dameron recounts in his Motion, Susan G. Lockwood was a partner in EPS Advisors, LLC and is a party to the Dissolution Agreement which governs the parties' rights in EPS Advisors, LLC. However, Dameron's "Certificate of Service" indicates he failed to serve the Motion upon her or her counsel, Tucker S. Player, Esq. Further, though citing the relationship between Lockwood and the undersigned, as Dameron's emails show, he has repeatedly told the undersigned in violation of the Dissolution Agreement to NOT discuss matters on this case with Lockwood, and, further, in essence to "Chinese Wall" her off of this case and his others.

Unfortunately, Dameron cannot have it both ways. If he asserts that Lockwood should not be receiving communication from the undersigned, as the LLC's attorney, he should have served her or her counsel with a copy of the Motion. His failure to do so, if the Court rejects the above arguments, should result in a dismissal of his Motion or require him to cure the same.

IV. THE UNDERSIGNED WAS PROPERLY RETAINED FOR THIS LITIGATION AND SHOULD NOT BE DISMISSED UNTIL A COURT OF COMPETENT JURISDICTION ADJUDICATES THE RIGHTS OF THE PARTIES UNDER THE DISSOLUTION AGREEMENT

The undersigned was originally engaged by Dameron to represent EPS Advisors, LLC against Fredman and EPS Advisors on April 10, 2010, to pursue them for their joint tortious acts in collusion with Schwab during the 1st quarter of 2010. In July 2012, Dameron and his business partner, Susan Lockwood, entered in a written partnership dissolution of EPS Advisors, as set forth above and as attached as Exhibit A. The undersigned brought suit on behalf of EPS Advisors in April of 2013. On June 19, 2013, at 12:59 a.m. Dameron first instructed the undersigned via email to dismiss the case against Schwab. On June 19, 2013, at 7:43 a.m., the undersigned responded and explained in pain staking detail, as above, what her obligations were to the *Company* and what Dameron's obligations were under the Dissolution Agreement. On August 13, 2013, Judge Timothy Cain agreed with the undersigned's analysis and issued his order in C.A. No. 8:13-cv-01237-TMC. (*See Ex. B*). Dameron then filed for Bankruptcy on November 7, 2013. (*Ex. D*) On May 19, 2014, the Bankruptcy Trustee Court petitioned the Court to employ the undersigned to represent EPSA for a rate of \$200 per hour to continue this litigation against Fredman on behalf of the bankruptcy estate. On September 14, 2014, the Bankruptcy Court approved employing the undersigned. (*Ex. C*)

The case was tried non-jury in front of the Honorable Perry Gravelly on November 3, 2016, and Dameron and Ms. Lockwood participated in that trial. The Court issued its first order on May 19, 2017, awarding EPSA damages totaling \$72,399.62. Fredman and Clemson EPSA then moved for the Court to reconsider its judgment and on November 2,

2017, it did so, reducing the judgment to \$51,744.25. On November 8, 2017, Fredman and Clemson EPSA appealed the final order. On December 4, 2017, the undersigned appealed the final order at Lockwood's behest and without objection from the Trustee so long as Lockwood paid the costs thereof. On December 21, 2017, the Trustee made his final report to the Court wherein he reported that he was abandoning assets in the amount of \$126,985.00, the assets exempt totaled \$ 54,058.04 and the claims scheduled total \$345,794.05.

As such, Dameron's emails of 2013 and 2016 alleging termination of the undersigned's representation in this matter were superceded by the engagement of the Trustee in 2014. Dameron is also aware that Towery and the Womble firm never substituted into this matter and Dameron failed to pay them in another matter they had substituted into and they withdrew from his representation. (Ex. E) Further, Dameron's insinuation that he has a current ODC complaint against the undersigned is untrue. On August 5, 2016, the ODC dismissed Dameron's baseless complaints, one of which was his claim that the undersigned "improperly withdrew as [his] counsel." Now, Dameron claims HE terminated me prior to that:

David C. Dameron
August 5, 2016
Page Two


In your complaint, you allege that Candy M. Kern-Fuller, Esquire, developed business contracts on your behalf but then moved you out of the picture and began doing business directly with your business colleagues; improperly withdrew as your counsel; stated you owe her money for representation but failed to provide you with a bill; took business away from your wife; had a conflict of interest with regard to investment deals; and that she purposefully underperformed for your business in order to sour your relationship with your clients so that she could steal business from you. As a result of your complaint, this office conducted an investigation to ascertain if Ms. Kern-Fuller's conduct violated the Rules of Professional Conduct and the RLDE.

From our investigation, this office has determined that there is insufficient evidence of any such lawyer misconduct on the part of Ms. Kern-Fuller arising out of the events mentioned in your complaint and that further investigation would not likely reveal any such evidence. Issues related to fee disputes are outside our jurisdiction. Fee disputes are handled by the SC Bar Fee Disputes Board. You may wish to contact the Fee Disputes Board at P.O. Box 608, Columbia, SC 29202 or call (803) 799-6653 or (877) 797-2227.

For these reasons, the undersigned asserts she was properly engaged to represent the Company in this action and that she should remain counsel until a Court of competent jurisdiction determines the rights of the parties under the Dissolution Agreement. The briefing in this case is now complete and to dismiss the undersigned and/or this appeal at this stage would irrevocably harm the Company, its creditors and its other member.

V. CONCLUSION

For the reasons set forth above, Dameron's *pro se* Motion purportedly on behalf of the company should be dismissed.


Candy Kern-Fuller, Esq. (SC Bar No. 11392)
UPSTATE LAW GROUP, LLC
200 E. Main Street
Easley, SC 29640
(864) 855-3114
(864) 855-3446 (facsimile)
Candy@UpstateLawGroup.com

November 19, 2018

**ATTORNEY FOR RESPONDENT/, EPS
ADVISORS, LLC**

EXHIBIT A

**PARTNERSHIP DISSOLUTION AGREEMENT BETWEEN
DAVID C. DAMERON AND SUSAN GREENE LOCKWOOD**

This Agreement (the "Agreement") is entered into by and between David C. Dameron ("Dameron") and Susan Greene Lockwood ("Lockwood").

WHEREAS, Dameron is the 90% owner of the business, EPS Advisors, LLC, and Lockwood is the 10% owner of said business;

WHEREAS, Dameron and Lockwood have decided that accounts and good will of the business of EPS Advisors, LLC shall be sold to Robert Guess and that Lockwood shall become an agent for Guess; and

WHEREAS, Dameron and Lockwood wish to document and formalize said agreement between them for the dissolution/sale of EPS Advisors, LLC;

THEREFORE, Dameron and Lockwood agree as follows:

- 1) This agreement shall be effective 6/30/2012;
- 2) Dameron shall remain solely responsible for the licensing and compliance requirements of the business of EPS Advisors, LLC through the effective date of this agreement;
- 3) Any agreement negotiated by Dameron for the sale anticipated by this agreement with Guess shall include that Lockwood be permitted to retain at least 90% of her net revenues as generated through her Registered Investment Adviser relationship with Guess and received after July 9, 2012. For purposes of this provision, "Net Revenues" shall be that amount received after July 9, 2012 by Guess as good funds to EPS Advisors, LLC from Lockwood's clients as billed from time-to-time. Lockwood shall be permitted to retain 100% of her revenues generated through Sage as a result of her transaction based business for which Sage is her broker-dealer. Such agreement shall also provide that Lockwood shall have the exclusive license, ownership and use of the name of EPS Advisors, LLC;
- 4) Dameron shall be solely responsible for and shall timely pay the existing debts of EPS Advisors, LLC, including but not limited to, GrandSouth Bank, Julie Collins, Rene McElveen, Beecher Lockwood, American Express credit card, CyberSolutions and Mark Swanson, CPA. Dameron shall defend, indemnify and hold Lockwood harmless from any actions or fines prosecuted against Lockwood by the City of Anderson or the County of Anderson for EPS Advisors, LLC. Dameron shall ensure that the documentation for the Collins' loans is created and presented to Collins no later than July 20, 2012. The parties further affirm that the terms of the Beecher Lockwood loan were 7% APR from the initial date of the loan until paid in full;

JD
7/27/12

del
7/26/12

- 5) Dameron shall provide to Candy Kern-Fuller, Esq., as counsel for EPS Advisors, LLC, all information necessary to prosecute EPS Advisors, LLC's claims against Jan Fredman and Charles Schwab on or before July 31, 2012, and Dameron shall pay the costs of said recovery. Any recovery shall first be paid to retiring the debts as listed in paragraphs four and five above. Any net proceeds remaining after said debts are retired, shall be split evenly between Dameron and Lockwood;
- 6) Dameron shall pay to Lockwood 10% of the purchase price paid by Robert Guess (if any) for the purchase of the accounts and good will of EPS Advisors, LLC and, as a partner, Lockwood shall be presented and shall sign all necessary agreements between Dameron and Guess for such sale;
- 7) Any such agreement with Guess shall provide Lockwood with regulatory and compliance support;
- 8) Lockwood shall have sole ownership of the web address and email addresses for EPSA (i.e. EPSAdvisors.com) and Dameron shall cease use of the same effective July 1, 2012;
- 9) Lockwood shall solely retain all personal property, intangibles and fixtures located at the premises at 299 E. Greenville Street, Anderson, South Carolina. Lockwood shall also retain 10% of the checking account balance of EPS Advisors as of July 9, 2012. Dameron shall transfer to Lockwood the State Farm Business policy for EPS Advisors, LLC as of the date of this Agreement;
- 10) This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.
- 11) This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of South Carolina.
- 12) Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- 13) This agreement may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. The parties agree not to make any claim at any time or place that this agreement has been verbally modified in any respect whatsoever. No waiver of any provision of this agreement will be valid unless it is in writing and signed by the party against whom such waiver is charged. The parties acknowledge that this agreement may only be modified in writing signed by both parties.
- 14) The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties.

JK
7/22/12

dad
07/26/2012

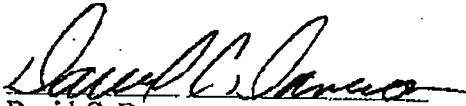
This agreement has been negotiated by and between the Parties and shall not be construed against any particular "drafter" of the agreement.

15) This Agreement shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns. The Parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this Agreement shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

16) This agreement shall permitted to be executed in several parts and a facsimile of this agreement shall be considered as valid as the original.

ACKNOWLEDGED AND AGREED TO BY:

David C. Dameron



David C. Dameron
Party to Agreement

Date: 07/26/2012

Susan G. Lockwood



Susan G. Lockwood
Party to Agreement

Date: 7/27/12

SDA
7/27/12

EXHIBIT B

**U.S. District Court
District of South Carolina (Anderson/Greenwood)
CIVIL DOCKET FOR CASE #: 8:13-cv-01237-TMC**

EPS Advisors LLC v. Charles Schwab & Co Inc
Assigned to: Honorable Timothy M Cain
Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 05/07/2013
Date Terminated: 08/13/2013
Jury Demand: Defendant
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff

EPS Advisors LLC

represented by **Candy Kern-Fuller**
Upstate Law Group
200 E Main Street
Easley, SC 29640
864-855-3114
Fax: 864-855-3446
Email: candy@upstatelawgroup.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Charles Schwab & Co Inc
*a wholly owned Subsidiary of
Charles Schwab Corporation*

represented by **Lucas James Asper**
Ogletree Deakins Nash Smoak and
Stewart (GREN)
300 North Main Street
Suite 500
Greenville, SC 29601
864-271-1300
Email:
lucas.asper@ogletreedeakins.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
05/07/2013	<u>1</u>	NOTICE OF REMOVAL from Pickens County Court of Common Pleas, case number 2013-CP-39- 435. (Filing fee \$400 receipt number 0420-4708192), filed by Charles Schwab & Co Inc. (Attachments: # <u>1</u> Exhibit

		1- State Court Documents, # <u>2</u> Exhibit 2- Notice of Filing of Notice of Removal, # <u>3</u> Exhibit 3- Declaration of Barry D. Brown, # <u>4</u> Exhibit 4- Unpublished Decision)(mbro) (Attachment 3 replaced on 5/8/2013) (mbro,). Modified on 5/8/2013 to replace with corrected document at the request of filing user (mbro). (Entered: 05/08/2013)
05/07/2013	<u>3</u>	Local Rule 26.01 Answers to Interrogatories by Charles Schwab & Co Inc.(mbro) (Entered: 05/08/2013)
05/08/2013	<u>4</u>	MOTION to Stay <i>Litigation and Compel Arbitration and, Alternatively, to Dismiss Complaint</i> by Charles Schwab & Co Inc. Response to Motion due by 5/28/2013. (Attachments: # <u>1</u> Memo in Support)No proposed order.(Asper, Lucas). Added MOTION to Compel, MOTION to Dismiss on 5/9/2013. Modified by clerk to add motion reliefs(alew,). (Entered: 05/08/2013)
06/05/2013	<u>5</u>	MOTION to Withdraw as Attorney <i>and extend time to respond to motion</i> by EPS Advisors LLC. Response to Motion due by 6/24/2013. (Attachments: # <u>1</u> Exhibit A - Attorney Certification, # <u>2</u> Exhibit B - SCSOS info)No proposed order.(Kern-Fuller, Candy) (Entered: 06/05/2013)
06/05/2013	<u>6</u>	RESPONSE in Opposition re <u>5</u> MOTION to Withdraw as Attorney <i>and extend time to respond to motion</i> Response filed by Charles Schwab & Co Inc.Reply to Response to Motion due by 6/17/2013 (Attachments: # <u>1</u> Exhibit 1 - May 30 E-mail from Plaintiff's Counsel, # <u>2</u> Exhibit 2 - June 3 E-mail from Plaintiff's Agent)(Asper, Lucas) (Entered: 06/05/2013)
06/06/2013	<u>7</u>	TEXT ORDER holding Motion to Withdraw as Attorney and for an Extension (ECF No.5) in abeyance. Plaintiff EPS, LLC, shall have fourteen (14) days from the date of this Order to obtain counsel and to have that counsel file a notice of appearance in this matter. Failure to obtain counsel may result in an entry of default against the Plaintiff. Signed by Honorable Timothy M Cain on 6/6/2013. (gpre,) (Entered: 06/06/2013)
06/06/2013	<u>8</u>	***DOCUMENT MAILED 7 Order, <u>5</u> Motion placed in U.S. Mail to David C. Dameron, 8 N. Orchard Farms Ave, Simpsonville SC 29681; Susan G. Lockwood, 106 Longview Drive Anderson SC 29621 (gpre,) (Entered: 06/06/2013)
06/20/2013	<u>11</u>	Letter from David Dameron re: Order 7 . (gpre,) (Entered: 06/20/2013)
06/20/2013	<u>12</u>	TEXT ORDER. Plaintiff EPS Advisors, LLC, shall until July 2, 2013, to obtain new counsel and to have that counsel file a notice of appearance in this matter. Plaintiff is reminded that failure to obtain counsel may result in the dismissal of Plaintiff's claims. Signed by

		Honorable Timothy M. Cain on 6/20/2013.(vmcd) (Entered: 06/20/2013)
06/20/2013	13	***DOCUMENT MAILED 12 Order, placed in U.S. Mail to David C. Dameron, 8 N. Orchard Farms Ave, Simpsonville SC 29681; Susan G. Lockwood, 106 Longview Drive Anderson SC 29621 (gpre,) Modified on 7/9/2013 to edit text (gpre,). (Entered: 06/20/2013)
07/09/2013	15	NOTICE OF HEARING on <u>5</u> MOTION to Withdraw as Attorney <i>and extend time to respond to motion</i> : Motion Hearing set for 7/15/2013 11:00 AM in G Ross Anderson Jr Court House, 315 S McDuffie St, Anderson before Honorable Timothy M Cain. (gpre,) (Entered: 07/09/2013)
07/09/2013	16	***DOCUMENT MAILED 15 Notice of Hearing on Motion placed in U.S. Mail to David C. Dameron, 8 N. Orchard Farms Ave, Simpsonville SC 29681; Susan G. Lockwood, 106 Longview Drive Anderson SC 29621. (gpre,) (Entered: 07/09/2013)
07/12/2013	<u>18</u>	MOTION to Continue by EPS Advisors LLC. Response to Motion due by 7/29/2013. (Attachments: # <u>1</u> Exhibit A - 7/10/2013 letter from Dameron)No proposed order.(Kern-Fuller, Candy) (Entered: 07/12/2013)
07/12/2013	19	NOTICE of Hearing on Motion <u>5</u> MOTION to Withdraw as Attorney <i>and extend time to respond to motion</i> : Motion Hearing previously scheduled for 7/15/2013 RESCHEDULED for 8/12/2013 09:30 AM in G Ross Anderson Jr Court House, 315 S McDuffie St, Anderson before Honorable Timothy M Cain. (pbri,) (Entered: 07/12/2013)
07/12/2013	20	***DOCUMENT MAILED 19 Notice of Hearing on Motion, placed in U.S. Mail to David C. Dameron, 8 N. Orchard Farms Ave, Simpsonville SC 29681; Susan G. Lockwood, 106 Longview Drive Anderson SC 29621. (pbri,) (Entered: 07/12/2013)
07/12/2013	21	TEXT ORDER: Plaintiffs Motion to Continue (ECF No. 18) the hearing scheduled for July 15, 2013 is GRANTED. The hearing on the Motion to Withdraw as Attorney and extend time to respond (ECF No. 5) is re-scheduled for August 12, 2013 at 9:30 a.m. in the G. Ross Anderson, Jr. Courthouse, 315 S. McDuffie Street, Anderson, S.C. No further continuances shall be granted absent order of the court. Plaintiff, EPS Advisors, LLC, is again admonished to take affirmative steps to obtain new counsel and that failure to obtain new counsel may result in dismissal of Plaintiffs claims. Attorney Candy Kern-Fuller shall immediately provide notice of the cancellation of the hearing to David C. Cameron and Susan G. Lockwood and provide said persons with a copy of this order. The Clerk of Court shall mail a revised Notice of Hearing to David S. Cameron and

		Susan G. Lockwood. Ordered by Honorable Timothy M Cain on 7/12/2013.(pbri,) (Entered: 07/12/2013)
08/12/2013	<u>23</u>	Minute Entry. Proceedings held before Honorable Timothy M Cain: taking under advisement <u>5</u> Motion to Withdraw as Attorney. Motion Hearing held on 8/12/2013. Order of dismissal forthcoming from the court as all parties agree to dismiss without prejudice this matter in its entirety. Susan Lockwood and David Dameron appear for the corporation. Court Reporter Jean Cole. (pbri,) (Entered: 08/12/2013)
08/13/2013	<u>25</u>	ORDER granting <u>4</u> Motion to Dismiss; denying as moot <u>4</u> Motion to Stay; denying as moot; denying as moot <u>5</u> Motion to Withdraw as Attorney. This action is DISMISSED without prejudice. Signed by Honorable Timothy M Cain on 8/13/2013.(gpre,) (Entered: 08/13/2013)
08/13/2013	<u>26</u>	JUDGMENT that this action is DISMISSED without prejudice to the rights of any party, to include the right of an individual member of EPS Advisors, LLC, to pursue any claim or defense available pursuant to applicable law. (gpre,) (Entered: 08/13/2013)

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION

EPS Advisors, LLC,)	
)	
Plaintiff,)	
)	Civil Action No. 8:13-1237-TMC
v.)	
)	ORDER
Charles Schwab & Co., Inc., a wholly)	
owned Subsidiary of Charles Schwab)	
Corporation,)	
)	
Defendant.)	

This matter is before the court on motion of attorney Candy M. Kern-Fuller to withdraw as counsel for the Plaintiff (ECF No. 5). The court held a hearing on the motion on August 12, 2013.

Present for the hearing were Kern-Fuller, as well as Lucas James Asper, counsel for the Defendant. EPS Advisors, LLC, is a South Carolina Limited Liability Company. David C. Dameron and Susan G. Lockwood, the only individual members of EPS Advisors, LLC, were also present for the hearing.

Also pending is the Defendant's Motion to Stay Litigation and Compel Arbitration and, Alternatively to Dismiss the Complaint. (ECF No. 4).

Upon inquiry by the court, the parties indicated that it was the desire of the Plaintiff and its individual members to dismiss the instant action without prejudice. Defendant also consented to dismissal without prejudice.

Now therefore, it is

ORDERED that this action is hereby **DISMISSED** without prejudice to the rights of any party, to include the right of an individual member of EPS Advisors, LLC, to pursue any claim or

defense available pursuant to applicable law. Based on the foregoing, the Motion to Stay Litigation and Compel Arbitration (ECF No. 4) and Motion to Withdraw as Counsel and Extend Time to Respond (ECF No. 5) are **DENIED** as moot.

IT IS SO ORDERED.

s/Timothy M. Cain
Timothy M. Cain
United States District Judge

Anderson, South Carolina
August 13, 2013

EXHIBIT C

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:)	
)	Case No. 13-06675-B
David Craig Dameron,)	
)	Chapter 7
Debtor(s).)	
_____)	

ORDER AUTHORIZING EMPLOYMENT OF ATTORNEY FOR THE TRUSTEE

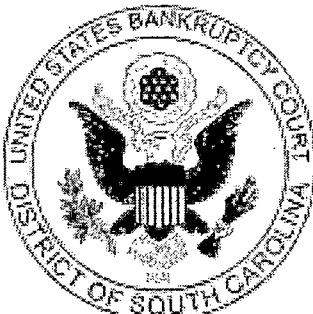
This matter is before the court upon the application of the trustee, Randy A. Skinner, for authorization to employ Candy Kern-Fuller and Upstate Law Group, LLC as his attorneys in the above-captioned case.

After consideration of the trustee's application, and it appearing that Upstate Law Group, LLC are attorneys duly admitted to practice in this court, that they hold or represent no interest adverse to this estate, that their employment is necessary and is in the best interest of the estate, it is

ORDERED that the trustee is authorized to employ Upstate Law Group, LLC as attorneys for the trustee. The compensation of the attorneys shall be set by the court pursuant to 11 U.S.C. §330(a) and may be different than the agreement between the trustee and the attorneys. The compensation of the attorneys will begin as of the date of the application which is May 19, 2014.

AND IT IS SO ORDERED.

**FILED BY THE COURT
06/02/2014**



[Handwritten Signature]
US Bankruptcy Judge
District of South Carolina

EXHIBIT D

BI (Official Form 1)(04/13)

United States Bankruptcy Court District of South Carolina		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Dameron, David Craig		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all) xxx-xx-5346		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 8 N. Orchard Farms Ave. Simpsonville, SC		Street Address of Joint Debtor (No. and Street, City, and State):
ZIP Code 29681		ZIP Code
County of Residence or of the Principal Place of Business: Greenville		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):
ZIP Code		ZIP Code
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information *** Malinda McAleer Pennington 10618 *** <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input type="checkbox"/> 1-49 <input checked="" type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000		
Estimated Assets <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input checked="" type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

<p>Voluntary Petition</p> <p><i>(This page must be completed and filed in every case)</i></p>		<p>Name of Debtor(s): Dameron, David Craig</p>	
<p>All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)</p>			
<p>Location Where Filed: - None -</p>	<p>Case Number:</p>	<p>Date Filed:</p>	
<p>Location Where Filed:</p>	<p>Case Number:</p>	<p>Date Filed:</p>	
<p>Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)</p>			
<p>Name of Debtor: - None -</p>	<p>Case Number:</p>	<p>Date Filed:</p>	
<p>District:</p>	<p>Relationship:</p>	<p>Judge:</p>	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>		<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p>X /s/ Malinda McAleer Pennington November 7, 2013 Signature of Attorney for Debtor(s) (Date) Malinda McAleer Pennington 10618</p>	
<p>Exhibit C</p>			
<p>Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?</p> <p><input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition.</p> <p><input checked="" type="checkbox"/> No.</p>			
<p>Exhibit D</p>			
<p>(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)</p> <p><input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.</p> <p>If this is a joint petition:</p> <p><input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.</p>			
<p>Information Regarding the Debtor - Venue (Check any applicable box)</p>			
<p><input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.</p> <p><input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.</p> <p><input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.</p>			
<p>Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)</p>			
<p><input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)</p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">(Name of landlord that obtained judgment)</p> <p style="margin-left: 40px;">_____</p> <p style="margin-left: 40px;">(Address of landlord)</p> <p><input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and</p> <p><input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.</p> <p><input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).</p>			

EXHIBIT E

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Kent Wilsey and Jolene Wilsey,)
)
Plaintiff,)
)
v.)
)
David C. Dameron,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C.A. No.: 2012 CP-23-2170

ORDER

FILED
SEP 13 10 31 AM '13
CLERK OF COURT
THIRTEENTH JUDICIAL CIRCUIT
GREENVILLE, SOUTH CAROLINA

ENTERED COMPUTER

It appearing to the Court that Defendant David C. Dameron ("Dameron") and Womble Carlyle Sandridge and Rice, LLP ("WCSR") have agreed that WCSR and attorneys Rory D. Whelehan and Christopher M. Towery should, for good cause, withdraw as counsel for Dameron in the above-captioned matter;

It further appearing that Dameron wishes to proceed in this action pro se;

Based on the consent of Dameron and WCSR, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that WCSR, Rory D. Whelehan, and Christopher M. Towery are hereby relieved and terminated as counsel for Dameron;

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Clerk of Court and all counsel of record shall forthwith cause all future pleadings, notices and other matters concerning or required to be served on Dameron to be directed to him personally at the address

below; *That this substitution shall not delay trial of case.*
AND IT IS SO ORDERED.

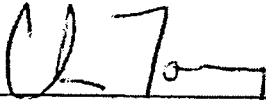
9/13

James H. ...

Circuit Court Judge
13th Judicial Circuit

9/13
August __, 2013
Greenville, South Carolina

WE SO MOVE:



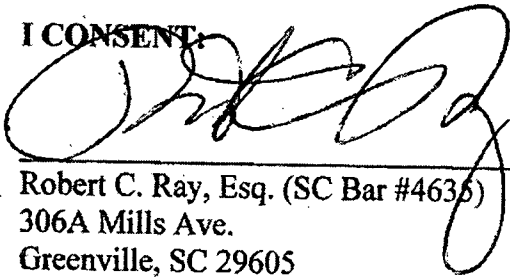
WOMBLE CARLYLE SANDRIDGE & RICE, LLP
Rory D. Whelehan (SC Bar #12915)
Christopher M. Towery (S.C. Bar #100250)
550 South Main Street, Suite 400
Greenville, SC 29601
Telephone: (864) 255-5400
Fax: (864) 255-5491
ctowery@wcsr.com

I CONSENT:



David C. Dameron
8 North Orchard Farms Ave.
Simpsonville, SC 29681

I CONSENT:



Robert C. Ray, Esq. (SC Bar #4635)
306A Mills Ave.
Greenville, SC 29605
T: 864-233-4555
F: 864-232-9740

Attorney for Plaintiffs

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
NOV 26 2018
SC Court of Appeals

APPEAL FROM PICKENS COUNTY
In the Court of Common Pleas

The Honorable Perry H. Gravely, Circuit Court Judge

Appellate Case 2017-002347

EPS Advisors, LLC Respondent/Appellant

v.

Jan Fredman and Clemson-EPS Advisors, LLC.....Appellant/Respondent

PROOF OF SERVICE

I certify that pursuant to SCRAP 240, on this 19TH day of November, 2018, I filed and served a copy of the undersigned's Return to Dameron's *pro se* Motion via First Class U.S. Postal Mail upon the parties as follows:

An original and 6 copies of the Return to:

*The Honorable Jenny Abbott Kitchens
P.O. Box 11629
Columbia, SC 29211*

A copy of the motion to opposing counsel:

*Larry C. Brandt, Esq.
PO Box 738
Walhalla SC 29691*

A copy of the Return to the Respondent/Appellant's Members:

*David C. Dameron (Via U.S. Mail)
128 Montauk Dr.
Lexington, SC 29072*

Tucker S. Player, Esq.
Attorney for Susan G. Lockwood
1415 Broad River Rd.
Columbia, SC 29210



Candy Kern-Fuller, Esq. (SC Bar No. 11392)

UPSTATE LAW GROUP, LLC

200 E. Main Street

Easley, SC 29640

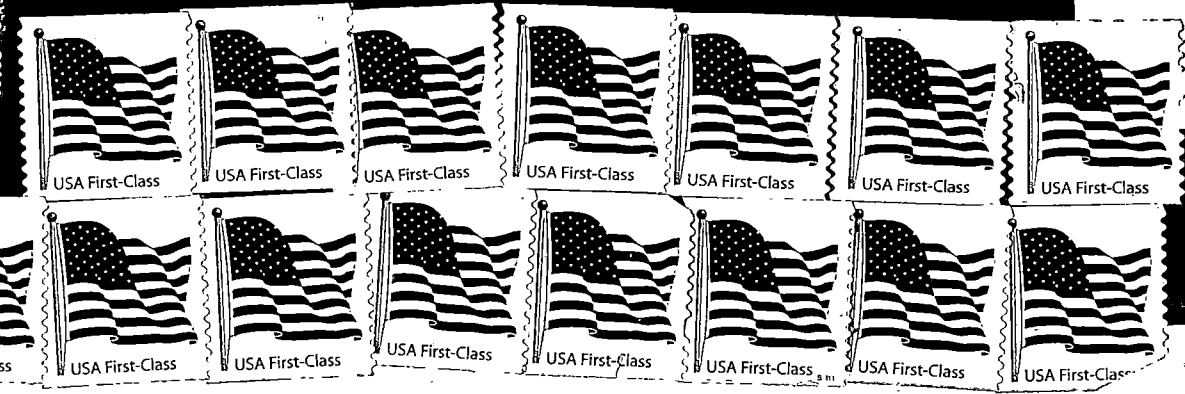
(864) 855-3114

(864) 855-3446 (facsimile)

Candy@UpstateLawGroup.com

November 19, 2018

**ATTORNEY FOR RESPONDENT/
APPELLANT, EPS ADVISORS, LLC**



Upstate Law Group, LLC
200 E. Main St.
Easley, South Carolina 29640

RECEIVED

NOV 26 2018

SC Court of Appeals

*The Honorable Jenny Abbott Kitchens
P.O. Box 11629
Columbia, SC 29211*