THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

RECEIVED
APR 11 2019
SC Court of Appeals

Case No. 2018-CP-23-02759

Glenn P. Howell, ... Appellant,

v.

Covalent Chemical LLC and Matthew W. Rowe, ... Respondents.

INITIAL REPLY BRIEF OF APPELLANT

David E. Rothstein
Rothstein Law Firm, PA
1312 Augusta Street
Greenville, SC 29605
(864) 232-5870
Attorney for Appellant

TABLE OF CONTENTS

TABLE OF AUTHORITIES

CASES

STATUTES

Appellant, Glenn P. Howell (hereinafter "Howell"), by and through his undersigned counsel, hereby submits this Reply Brief. It is ironic that Respondents assert that Howell is "shunning" his alleged obligation under the contract to litigate this matter only in Harris County, Texas, because Howell's entire case involves allegations that Respondents breached the material obligations of the contract by not paying his commissions and expense reimbursements in a timely manner. Respondents' gall in accusing Howell of breaching the contract by suing in South Carolina instead of in Texas is astounding.

In point of fact, Howell has not breached any portion of the contract. A plain reading of the Employment Agreement reveals that the purported "forum selection clause" does not preclude the filing of a lawsuit in South Carolina relating to Howell's employment. Respondents completely misconstrue Appellant's argument that the contract language at issue is ambiguous because it is capable of multiple interpretations. Appellant has never disputed that the case could have been filed in Harris County, Texas in the first place based on the contractual language at issue here. The determinative question is whether Harris County, Texas is the only place the case could be brought. Both the actual language of the contract and the provisions of Section 15-7-120(A) of the South Carolina Code clearly provide a negative answer to that question. Appellant has not "confused" or "conflated" any portion of the contractual provision at issue here, nor is Appellant trying to manufacture an ambiguity or to suggest a piecemeal interpretation of the provision. Respondents' arguments are simply not sufficient to defend the circuit court's erroneous ruling on the motion to change venue.

STATEMENT OF FACTS IN REPLY

Appellant needs to correct four factual statements from Respondents' Initial Brief that are

not supported by the Record on Appeal. First of all, the Complaint and Amended Complaint in the this matter allege that Respondent Covalent Chemical, LLC is a North Carolina Limited Liability Company. (Complaint at 1, ¶ 2) (Amended Complaint at 1, ¶ 2). The boiler-plate reference in the Employment Agreement to Covalent Chemical, LLC being a Texas limited liability company appears to be an obsolete reference to the entity as it existed before Respondent Rowe purchased the entire ownership interest of the company, re-formed the company as a North Carolina LLC, and moved the business office to Raleigh, NC.

Second, there is no competent evidence in the Record that Respondent Covalent "maintains multiple warehouses in Texas" or that "[Respondent] Rowe routinely travels to the State [of Texas] for business." (Resps. Br., at 1). The only competent, factual material in the record is the Affidavit of Glenn P. Howell, which states that Howell's employment with Respondent Covalent had nothing to do with the State of Texas. (Howell Aff., at 2, ¶ 8).

Third, the Record does not support Respondents' assertion that "Howell negotiated his Employment Agreement with Covalent," and was, therefore, "a participant in its drafting." Howell's Affidavit describes some minor red-lined questions, comments, and proposed changes to the initial Employment Agreement, but do not reflect any material drafting of the document. Howell was a young, low-level sales associate. There is simply nothing in the Record to suggest that he had sophisticated knowledge of the contract or bargaining power on par with the employer company.

Fourth, Howell's subsequent filing of a lawsuit in federal court in South Carolina against Respondents contemporaneously with the filing of this appeal has nothing to do with the present appeal. The complaint in the federal case was never presented to the circuit court below and should not be considered as part of the Record on Appeal here.

ARGUMENTS IN REPLY

1. THE PLAIN LANGUAGE OF THE EMPLOYMENT CONTRACT ACTUALLY SUPPORTS APPELLANT'S POSITION THAT TEXAS IS NOT THE ONLY AVAILABLE VENUE FOR THIS LAWSUIT.

Respondents first asset that contract is unambiguous with respect to the provision that mentions the state and federal courts of Harris County, Texas. According to Respondents, the contractual provision establishes Harris County, Texas as "the adjudicative forum." (Resps. Br., at 7) (emphasis added). Of course, the phrase "adjudicative forum" is not found anywhere in the contract. In addition, Respondents' argument uses the definitive article "the," rather than the indefinite "a" or "an," to assert that there can be only one proper forum for this case. Howell has readily acknowledged that Harris County, Texas would have been a proper forum for this action, but his choice of South Carolina as the venue for his case is also proper under applicable law and is not precluded by the actual language of the contract.

Respondents' suggested interpretation would require the court to add language to the contract that is simply not present. There is nothing in the contract to mandate that Harris County, Texas is the exclusive venue or the only jurisdiction where this dispute could be heard.

Respondents misconstrue the nature of Appellant's argument. Appellant has not disregarded the phrase "the state and federal courts ***located in*** Harris County, Texas." Frankly, Appellant cannot understand why Respondents' brief repeatedly places the phrase "located in" in bold and italics type. The full phrase at issue–"The parties agree to the jurisdiction of the state and federal courts located in Harris County, Texas"–simply does not provide what Respondents want it to provide or what the circuit court erroneously concluded it provides. Appellant reads this quoted phrase merely as a waiver of personal jurisdiction, meaning that Appellant agreed that he could have been sued in Harris

County, Texas relating to his employment contract with Covalent. What the phrase does not do is require that any suit involving the contract could only be brought in Harris County, Texas. There is no mandatory or restrictive language whatsoever in that portion of the contract, such as "shall," "only," or "exclusive[ly]."

Respondents' discussion of the purported choice-of-law provision and the jury trial waiver has nothing to do with the jurisdictional provision. Appellant's statement that the provision in question "is merely a waiver of personal jurisdiction" (Initial Br. of App., at 7), was referring only to the jurisdictional language and was not intended to address the jury trial waiver, which has nothing to do with the motion to change venue. In other words, the actual language of the jurisdiction provision–"The parties agree to the jurisdiction of the state and federal courts located in Harris County, Texas"–was simply Howell's consenting to personal jurisdiction in those courts.

To the extent that the operative phrase "agree to the jurisdiction of the state and federal courts located in Harris County, Texas" could be interpreted as a mandatory venue provision or forum selection clause (as Respondents argue), rather than as a simple waiver of personal jurisdiction (as Appellant asserts), the employment agreement would be inherently ambiguous. Such ambiguity should have been construed against Respondents and in favor of Howell, because the contract was drafted by Respondents. The minimal red-line changes, comments, or questions that Howell described in his Affidavit do not suggest that he had equal bargaining power with Covalent or that he should not be given the benefit of the common-law construction favoring the non-drafter of the contract. There is nothing in the record to support Respondents' naked assertion of fact that Howell should be considered a "draftsman" of the contract so as to avoid the principle of contra proferentem.

The case of Maersk Line, Ltd. v. United States, 513 F.3d 418 (4th Cir. 2008), which is cited

in Respondents' Brief, does not support their argument that where parties are both considered "draftsman," no deferential construction is appropriate. The Maersk case involved a maritime dispute between Maersk, which the largest container shipping company in the world (www.maersk.com), and the United States regarding damages to military aircraft loaders shipped to Oman by Maersk. The Fourth Circuit Court of Appeals construed the contractual term "packages" against the United States as the drafter of the contract at issue. Id. at 423. The Maersk court's application of the settled contractual principle of contra proferentem in that case does not support Respondents' attempt to disregard the principle here, where the bargaining disparity between the parties is much more pronounced.

The circuit court's cursory evaluation of the motion to dismiss for improper venue simply did not exhibit the level of nuance described by Respondents. The lower court's Form 4 ruling here cannot be justified as a matter of contract interpretation.

2. THE CIRCUIT COURT IMPROPERLY DISREGARDED SECTION 15-7-120(A) OF THE SOUTH CAROLINA CODE.

Next, Respondents assert that South Carolina courts have routinely enforced forum selection clauses since the enactment of S.C. Code Ann. § 15-7-120(A) in 1990, despite the plain language of the statute. Respondents' arguments come primarily from a United States District Court opinion written by District Judge Bryan Harwell of Florence in 2004. Atlantic Floor Servs., Inc. v. Wal-Mart Stores, Inc., 334 F. Supp. 2d 875 (D.S.C. 2004).[1] Judge Harwell's analysis has been expressly

[1]The enforcement of a forum selection clause in federal court is a matter of federal law. Under the United States Supreme Court's landmark case of M/S Breman v. Zapata Off-Shore Co., 407 U.S. 1 (1972), a forum selection clause can be disregarded as "unreasonable" if one of four circumstances is met: (1) their formation was induced by fraud or overreaching; (2) the complaining party 'will for all practical purposed be deprived of his day in court' because of the grave inconvenience or unfairness of the selected forum; (3) the fundamental unfairness of the chosen law

rejected by District Judge Henry Herlong of Greenville. Consolidated Insured Benefits, Inc. v. Conseco Med. Ins. Co., 370 F. Supp. 2d 397, 400-01 (D.S.C. 2004).

Respondents essentially co-opt Judge Harwell's faulty analysis from the Atlantic Floor case and cite the same four cases in support of their argument. A careful reading of those case does not negate the operation of S.C. Code Ann. § 15-7-120(A).

First of all, as Respondents actually concede, the case of St. John's Episcopal Misson Ctr. v. South Carolina Dep't of Soc. Servs., 276 S.C. 507, 280 S.E.2d 207 (1981), predated the enactment of Section 15-7-120(A) by approximately nine years. The St. John's case was a four-paragraph decision that required a change of venue from Charleston County to Richland County based on a venue provision in the plaintiff's contract with the state agency. The St. John's case relied on S.C. Code Ann. § 15-7-50, which allows parties to consent to venue in counties other than those otherwise provided for in the venue statute. The St. John's case is simply not applicable here.

The case of Minorplanet Systems USA Ltd. v. American Aire, Inc., 368 S.C. 146, 628 S.E.2d 43 (2006), similarly had nothing to do with Section 15-7-120(A). At issue in the Minorplanet Systems case was a default judgment obtained in Texas against a South Carolina company. The South Carolina Supreme Court upheld the Texas default judgment based upon a forum selection clause in a contract which provided, "CUSTOMER CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE STATE DISTRICT COURT RESIDING IN DALLAS COUNTY, TEXAS . . . FOR ALL LITIGATION WHICH MAY BE BROUGHT WITH

---

may deprive the plaintiff of a remedy; or (4) their enforcement would contravene a strong public policy of the forum state." Id. at 10. In the Atlantic Floor case, Judge Harwell examined S.C. Code Ann. § 15-7-120(A) under the fourth factor of the Breman test, to determine whether South Carolina has a strong public policy against such forum selection clauses.

RESPECT TO OR ARISING OUT OF THE TERMS OF AND THE TRANSACTIONS AND RELATIONSHIPS CONTEMPLATED BY THIS AGREEMENT." Id. at 148, 628 S.E.2d at 44 (emphasis added). The underlined language quoted above clearly makes the agreement at issue in the Minorplanet Systems case materially different than the provision at issue here. Importantly, Section 15-7-120(A) does not negate all forum selection clauses; it merely allows a South Carolina citizen to bring a claim in South Carolina as a plaintiff notwithstanding such contractual provisions, if the claim otherwise could properly be brought in South Carolina. The Minorplanet Systems court affirmed the domestication of the Texas default judgment because the contractual provision was deemed to be a valid waiver of personal jurisdiction. Id. at 152, 628 S.E.2d at 46. Section 15-7-120(A) was not implicated in the Minorplanet Systems case because the underlying case there was brought in Texas, not in South Carolina.

Similarly, the case of Security Credit Leasing, Inc. v. Armaly, 339 S.C. 533, 529 S.E.2d 283 (Ct. App. 2000), involved an action to enforce a foreign default judgment, which was obtained under Florida law. The Armaly case involved a lease contract for a video surveillance system for a restaurant in Spartanburg, which contract contained an "applicable law and venue" provision that stated, "You also agree that venue and personal jurisdiction shall be proper solely in Hillsborough County, Florida where we are headquartered." Id. at 538, 529 S.E.2d at 286 (emphasis added). Again, underlined language makes the agreement at issue in the Armaly case materially different than the provision at issue here. The Armaly court determined that the forum selection clause and waiver of personal jurisdiction in Florida were valid; thus, the default judgment from Florida was valid. Id. at 546, 529 S.E.2d at 290. As in the Minorplanet Systems case, the Armaly case did not implicate Section 15-7-120(A) because the underlying case there was brought in Florida, not in

South Carolina.

Finally, Respondents cite to the case of Firestone Fin. Corp. v. Owens, 309 S.C. 73, 419 S.E.2d 830 (Ct. App. 1992). The Owens case involved the attempted enforcement in South Carolina of a foreign default judgment from Massachusetts. The issue in the Owens case was whether a South Carolina resident's signature on an equipment lease that contained a Massachusetts choice of law provision was a valid waiver of personal jurisdiction in Massachusetts. The Owens court held that Ms. Owens waived her right to be sued in South Carolina by signing the lease agreement in question. Id. at 75-76, 419 S.E.2d at 832. As in the Minorplanet Systems and Armaly cases, the Owens case had nothing to do with Section 15-7-120(A), because the underlying case was brought in Massachusetts, not in South Carolina.

District Judge Herlong's thorough and well-reasoned analysis in the Consolidated Insured Benefits case recognized that S.C. Code Ann. § 15-7-120(A) reflects a strong public policy of South Carolina disfavoring mandatory forum selection clauses. 370 F. Supp. 2d at 400-01; see also Johnson v. Paraplane Corp., 319 S.C. 247, 460 S.E.2d 398 (Ct. App. 1995) (relying on S.C. Code Ann. § 15-7-120(A) to allow case to be brought in Horry County notwithstanding New Jersey venue provision in rental contract for a paraglider signed in Myrtle Beach), vacated on other grounds, 321 S.C. 316, 468 S.E.2d 620 (1996); Insurance Prods. Marketing, Inc. v. Indianapolis Life Ins. Co., 176 F. Supp. 2d 544, 550 (D.S.C. 2001) ("[T]he legislature of South Carolina did not agree with the federal courts' favorable view of forum selection clauses and desired to insulate South Carolina litigants from their effect."); Spinks v. Krystal Co., C/A No. 6:07-2619-HMH, 2007 WL 2822788, *3 (D.S.C. Sept. 26, 2007) ("[Section 15-7-120(A)] is evidence of a strong public policy in South Carolina of non-enforcement of a forum selection clause that would deprive a South Carolina litigant

of his choice of forum.").

Respondents' quotation from the dicta in the Atlantic Floor case where Judge Harwell states that S.C. Code Ann. § 15-7-120(A) "appears to apply to intra-state forum selection clauses," 334 F. Supp. 2d at 879, is not particularly persuasive. The analysis of the South Carolina Court of Appeals in the Paraplane case is much more compelling: "Although this statute is in the venue chapter of the code, and the title of the statute refers to venue, the text of the statute contains no limitation to venues. Subsection (B) specifically refers to arbitration agreements that provide the proceedings must be held outside of South Carolina. Furthermore, even though the title and headings are part of a statute, they may not be construed to limit the plain meaning of the text." 319 S.C. at 250, 460 S.E.2d at 400. Judge Herlong's analysis on this issue is also much more convincing. Consolidated Insured Benefits, 370 F. Supp. 2d at 402 ("First, the statute sets forth a policy disfavoring forum selection clauses. It does not expressly limit that policy to intrastate or interstate forum selection clauses. Accordingly, the statute embodies a policy disfavoring all forum selection clauses, as it permits a plaintiff to ignore any forum selection clause and bring the case in South Carolina where the South Carolina Rules of Civil Procedure allow. Second, the context of the statute suggests that it applies to out-of-state forum selection clauses," [noting that Section 15-7-120(B) expressly applies to out of state arbitration provisions]).

Respondents are correct that Section 15-7-120(A) is not a blanket prohibition on the enforcement of forum selection clauses; however, the statute expressly allows a party to such contracts to a bring case in South Carolina if the case could otherwise properly be brought in South Carolina. The circuit court's disregard of Section 15-7-120(A) should be reversed.

3. THE CIRCUIT COURT'S RULING WOULD ALLOW RESPONDENTS TO CIRCUMVENT IMPORTANT STATUTORY PROTECTIONS FOR SOUTH CAROLINA CITIZENS.

Respondents contend that the circuit court's ruling that Texas law governs the contract at issue was rescinded by the final Form 4 orders in this case, thus rendering the appeal of such ruling "moot." (Resps. Br., at 12). In the alternative, Respondents assert that the circuit court's finding that Texas law is applicable is "harmless" error because application of South Carolina would yield the same result. (Resps. Br., at 13). Frankly, Appellant's counsel cannot understand either of those arguments.

The circuit court's ruling was clearly premised on its recognition that the Texas choice-of-law paragraph in the contract is valid and enforceable. The court's house-keeping measure of rescinding the two erroneous orders did not negate the court's express, underlying rationale that the employment agreement in question "should be governed by the law of Texas." (Form 4 Order, Oct. 9, 2018).

The circuit court did not conduct any analysis of the South Carolina Supreme Court's holding in Stonhard, Inc. v. Carolina Flooring Specialists, Inc., 366 S.C. 156, 621 S.E.2d 352 (2005), that South Carolina courts will not enforce out-of-state choice-of-law provisions that are contrary to the public policy of South Carolina.

Appellant has identified two statutory provisions that would be offended by wholesale application of Texas law here: S.C. Code Ann. § 15-7-120(A), as discussed above, and the South Carolina Payment of Wages Act, S.C. Code Ann. § 41-10-10 et seq. Respondents continue to rely on their flawed argument that Section 15-7-120(A) was intended to apply only to intra-state forum selection clauses, but not to inter-state forum selection clauses. Respondents do not explain why the South Carolina General Assembly's clear intention to protect South Carolina residents from

unfavorable forum selection clauses would be so limited when the plain language of the statute does not contain any such limitation.

Perhaps equally as confounding is Respondents' argument about the South Carolina Payment of Wages Act. Specifically, the circuit court's ruling that Texas law applies to the employment relationship at issue here would allow the employer to contract around the applicability of the statute, which is expressly prohibited by S.C. Code Ann. § 41-10-100. If Texas law were deemed to govern Howell's employment relationship with Respondents, such ruling would necessarily preclude application of the South Carolina Payment of Wages Act, which is not a part of Texas law. Respondents baldly assert that the Texas Payday Act "provides remedies similar to or identical to those afforded under the South Carolina Act," citing to Tex. Lab. Code Ann. § 61.0001 et seq. (Resp. Br., at 13-14, n.5). The undersigned counsel is not familiar with Texas employment laws, but a cursory review of the statutory provisions cited by Respondents does not appear to reveal similar remedies or protections as the South Carolina Payment of Wages Act. There does not appear to be any provision under the Texas statute for treble damages, attorney's fees and costs, or individual liability for corporate officers or owners.

The General Assembly passed the South Carolina Payment of Wages Act as "remedial legislation" that is supposed to be interpreted liberally to protect South Carolina workers and assist in the collection of their duly earned wages. Dumas v. InfoSafe Corp.. 320 S.C. 188, 194, 463, S.E.2d 641, 645 (Ct. App. 1995). Whether or not some other state provides similar remedies to its workers is immaterial. Furthermore, this Court cannot presume that a Texas court would still apply the protections of the South Carolina Payment of Wages Act if this lawsuit were required to be brought in Harris County, Texas.

Respondents' effort to distinguish the Stonhard case is unavailing. Certainly, the Stonard case involved a different factual scenario than the instant case–namely, the attempted enforcement of a non-compete agreement under New Jersey law that would be inconsistent with the common-law of South Carolina. Nevertheless, the holding of the Stonard case applies at least as strongly when the purported choice of law provision would contradict the statutory law of South Carolina, which is arguably a more compelling expression of public policy in this state than the common law. Respondents unfairly attempt to create a false equivalency between the public policy of enforcing unambiguous contracts and upholding the statutory mandates of the Payment of Wages Act. This twist of logic would completely eviscerate the holding of Stonard, which plainly refused to enforce the contract in question as written, because doing so would violate more important public policy concerns in this state. The circuit court's ruling is flatly contrary to the key holding of the Stonard case and should be reversed.

4. THE CIRCUIT COURT COMPLETELY OMITTED ANY CONSIDERATION OF THE CONVENIENCE OF PARTIES, CONVENIENCE OF WITNESSES, AND INTERESTS OF JUSTICE IN EVALUATING VENUE.

Finally, Respondents assert that the circuit court's consideration of the forum non conveniens factors was unnecessary because the motion to dismiss was based solely on a contractual venue provision. The fact that the forum non conveniens issue was raised by Appellant in a defensive posture rather than by Respondents' in their underlying motion is not significant. Appellant's counsel is not surprised that Respondents made no mention of the forum non conveniens factors in their motion to dismiss because all of the factors support keeping the case in South Carolina; however, the considerations of the convenience of the witnesses and parties and the interests of

justice generally should be examined in deciding whether to keep a case in South Carolina, just as they are in deciding whether to transfer a case from South Carolina to another venue in the first instance. The only factual material in the Record on Appeal weighs strongly in favor of keeping this case in South Carolina, rather than requiring Appellant to pursue his claims in Texas.

Curiously, Respondents assert that Appellant's arguments "rest upon an assumption that the circuit court did not consider forum non conveniens factors in reaching it holding." (Resps. Br., at 19). To be sure, the circuit court's Form 4 Order contains virtually no written analysis or justification of the court's ultimate decision to dismiss the case. (Form 4 Order, Oct. 16, 2018). Appellant would respectfully suggest that the circuit court's failure to include such an analysis in its written order is the best evidence that no such analysis was ever done. The standard Respondents appear to advocate by stating that Appellant "cannot say with any certainty it was not considered [by the circuit court] in reaching the ruling" (Resps. Br., at 19), would be an impossible standard for almost any appellant to meet in most appeals. An appellate court's job is to review actual decisions below; appellate courts cannot read minds of circuit court judges, nor can appellate courts speculate about unwritten thought processes of circuit court judges. Like the adage commonly used for medical records, "If it isn't written down, it didn't happen."

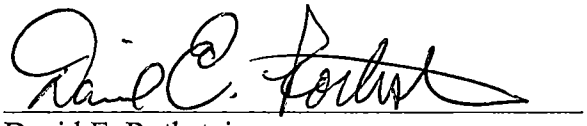
The convenience of witnesses and parties and the interests of justice strongly support keeping this case in South Carolina. See Braten Apparel Corp. v. Bankers Tr. Co., 273 S.C. 663, 259 S.E.2d 110 (1979).

* * *

CONCLUSION

For all of the foregoing reasons and for the reasons previously set forth in the Initial Brief of Appellant, this Court should reverse the circuit court's order dismissing the case on improper venue grounds and should remand the case to the circuit court for discovery and trial in Greenville County, South Carolina.

Respectfully submitted,



April 8, 2019

David E. Rothstein
Rothstein Law Firm, PA
1312 Augusta Street
Greenville, SC 29605
(864) 232-5870
Attorney for Appellant

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

RECEIVED
APR 11 2019
SC Court of Appeals

Case No. 2018-CP-23-02759

Glenn P. Howell, ... Appellant,

v.

Covalent Chemical LLC and Matthew W. Rowe, ... Respondents.

PROOF OF SERVICE

I certify that I have served the Initial Reply Brief of Appellant upon Respondents, Covalent Chemical LLC and Matthew W. Rowe, by depositing a copy of both document in the United States Mail, postage prepaid, on April 8, 2019, addressed to their attorney of record, Joseph O. ("Josh") Smith, Roe Cassidy Coates & Price, PA, 1052 North Church Street, Greenville, SC 29601.

April 8, 2019

David E. Rothstein
Rothstein Law Firm, PA
1312 Augusta Street
Greenville, SC 29605
(864) 232-5870
Attorney for Appellant

ROTHSTEIN LAW FIRM, PA

www.rothsteinlawfirm.com

David E. Rothstein
Certified Specialist in Employment and Labor Law (S.C.)
Also licensed in North Carolina
drothstein@rothsteinlawfirm.com

Jill C. Rothstein
Special Counsel
jrothstein@rothsteinlawfirm.com

April 8, 2019

Hon. Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: Glenn P. Howell v. Covalent Chemical LLC et al.,
Case No. 2018-CP-23-02759

Dear Ms. Kitchings:

Enclosed please find the original (unbound) and one copy each of Appellant's Initial Reply Brief and Proof of Service in the above-referenced appeal. Please file the originals and return the extra copies, clocked-in, to me via the enclosed return envelope.

By copy of this letter, and as indicated on Proof of Service, I am hereby serving the Initial Reply Brief on Respondents' counsel this same day.

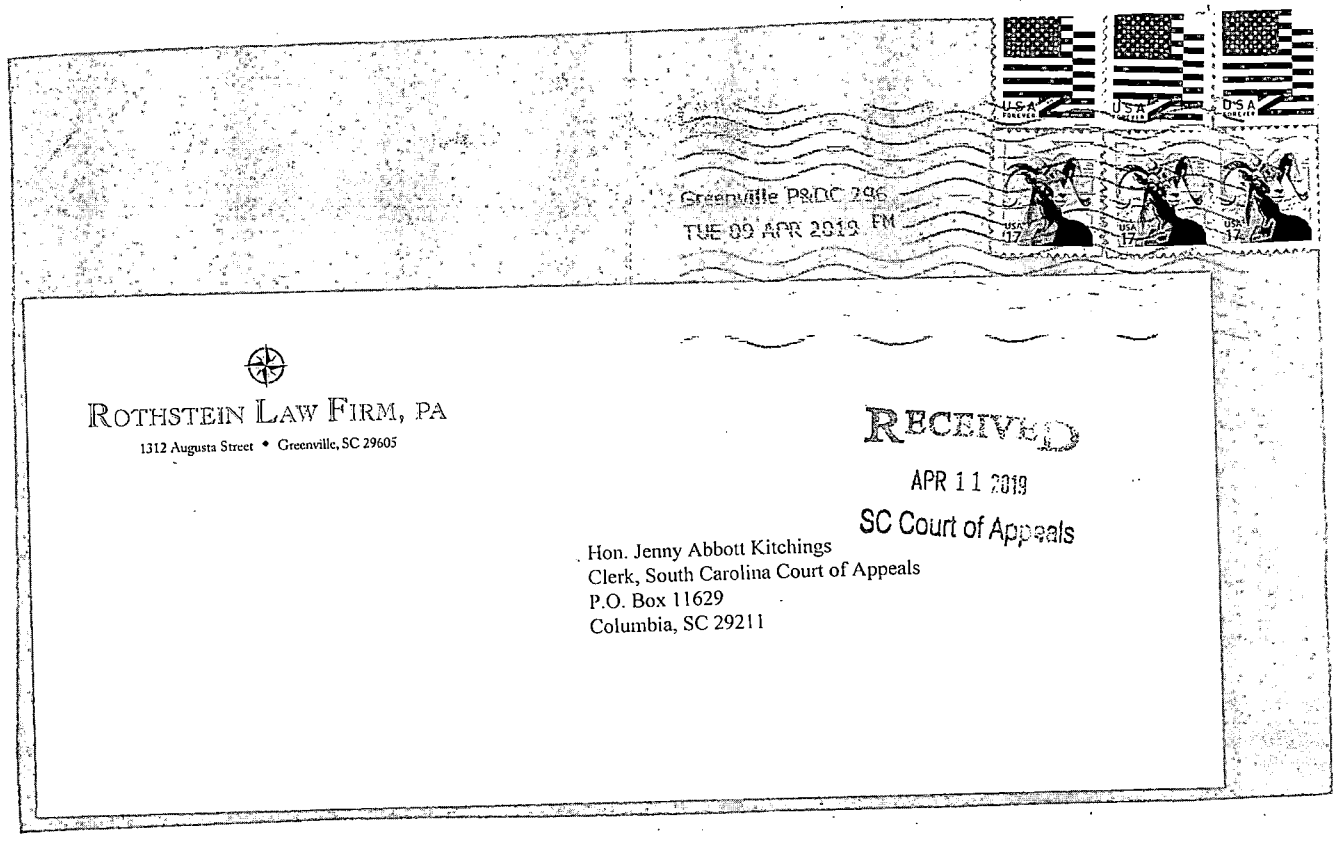
Thank you in advance for your attention to this matter. If you have any questions or need anything else, please do not hesitate to call me or email me.

Sincerely yours,

David E. Rothstein

Enclosures

cc: Joseph O. "Josh" Smith, Esq.



Greenville P&DC 296
TUE 09 APR 2019 PM

ROTHSTEIN LAW FIRM, PA
1312 Augusta Street • Greenville, SC 29605

RECEIVED
APR 11 2019
SC Court of Appeals

Hon. Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211