

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY AND CHARLESTON COUNTY
Court of Common Pleas

Maite D. Murphy, Circuit Court Judge

Case Nos. 2018-CP-18-00049 and 2018-CP-10-0333
Appellate Case No. 2019-000349

RECEIVED

MAY 28 2019

SC Court of Appeals

Ryan Sigal, Ryan Miller, and Jeffrey Ward,Appellants,

v.

Shelly Leeke Law Firm, LLC, and Shelly Leeke, Respondents.

AND

Shelly Leeke Law Firm, LLC, Respondent,

v.

Brandon Dawson and Miller, Dawson, Sigal and Ward, LLC f/k/a
Dawson Law Firm, LLC,Appellants.

APPELLANTS' RETURN TO RESPONDENTS' MOTION FOR COSTS

Appellants Ryan Sigal, Ryan Miller, Jeffrey Ward, Brandon Dawson, and Miller, Dawson, Sigal and Ward, LLC, (collectively "MDSW") hereby respond to Respondents Shelly Leeke and Shelly Leeke Law Firm, LLC's (collectively "Leeke") Motion for Costs. Leeke is seeking costs of \$2,500 for unearned attorneys' fees pursuant to Rule 222(b), SCACR. Leeke provided no evidence that these fees were earned, which is not surprising because MDSW withdrew this appeal seven (7) days after it was noticed when the trial judge corrected the error that was appealed.

Obviously, there was no work done on this appeal. There were no filings other than the Notice of Appeal. At most, Leeke was only aware of this appeal for a few days.

Further mitigating against the award of any costs in this matter, the trial court's error and ensuing appeal was arose from an intentionally false representation by Leeke, and her attorney, to the trial court. To allow Leeke to recover attorneys' fees for an appeal that was necessitated by Leeke's own misrepresentations to the trial court would be a gross perversion of Rule 222, SCACR, and would award Leeke for her attorney's own misrepresentations.

Rule 222(b), SCACR, permits a party to recover costs "to the extent the party actually incurred these costs." Leeke presented no evidence it actually incurred the costs.

Rule 222(d), SCACR, allows Appellant MDSW to "oppose the request for costs or seek a reduction of the amount of costs to be awarded." Thus, MDSW would ask that the Court completely deny Leeke's request for attorneys' fees based on the facts that 1) the appeal was withdrawn seven (7) days after it was noticed, 2) Leeke incurred no costs, and 3) the appeal was necessitated by Leeke's misrepresentations to the trial court.

PROCEDURAL HISTORY

This matter arises out of the departure of the partners in MDSW from the Shelly Leeke Law Firm, LLC, and in particular how the parties would split the fees earned on clients that departed Leeke for MDSW. The parties settled the lawsuits at mediation on July 20, 2018, agreeing to percentages on these fee splits. Unfortunately, following the mediation, Leeke, and her attorney, Desa Ballard, took increasingly frivolous positions on interpreting the settlement, and these efforts unnecessarily dragged out the enforcement of that settlement for months. When MDSW would not agree to all of Leeke's gross misinterpretations of the settlement, Leeke eventually filed a Motion to Enforce the Settlement, Exhibit No. 1. Among other things, Leeke,

incredibly, sought to have a lien imposed on fees earned by a third party law firm¹ that had referred a case to Ryan Miller while he was at the Shelly Leeke Law Firm, even though the referring attorney was not a party to the pending lawsuit. This original, entirely frivolous and never justified position taken by Leeke and Ms. Ballard is the basis for all the confusion leading up to this appeal.

On January 22, 2019, the trial court entered an Order Enforcing Settlement. Order Enforcing Settlement, Exhibit No. 2. Unfortunately, that Order did not explicitly state that Leeke's lien did not extend to third party referring attorneys not named in the lawsuits, likely because this would seem to be self-evident and beyond dispute.

On February 1, 2019, ten days after the Order Enforcing Settlement was entered,² MDSW filed a Motion for Clarification on this particular issue, asking the trial court to clarify that Leeke's only liens extended to fees earned by MDSW for former Leeke clients, and that Leeke had no lien on the fees earned by any firm other than MDSW. Motion for Clarification, Exhibit No. 3. Attached to that motion as Exhibit A is Ms. Ballard's assertion of a lien against Pierce Sloan's fees without justification or explanation.

On February 2, 2019, Leeke filed a Memorandum in Opposition to the Motion to Clarify, which falsely stated that the MDSW Motion was not filed on February 1:

¹ The third party law firm was in fact Pierce, Sloan, Wilson, Kennedy & Early, LLC, counsel for MDSW. In short, Leeke was attempting to punish Pierce Sloan for representing MDSW by dragging them into the fight. Pierce Sloan was never named as a party to the case, the firm simply received emails from Ms. Ballard asserting a lien on Pierce Sloan's fees. Ms. Ballard never explained the basis for this claim.

² And just so it is clear, the day the Order was filed, January 22, is not counted. Rule 6(a), SCRPs ("In computing any period of time prescribed or allowed by these rules, by order of court, or by any applicable statute, **the day of the act, event, or default after which the designated period of time begins to run is not to be included.**"). Starting the ten day count with January 23 as day one means the deadline to file a motion under Rule 59(e) is February 1, the day MDSW filed its motion. Leeke's counsel admitted in her Memorandum in Opposition to the Motion to Clarify that any motion under Rule 59(e) was due on February 1, 2019. Leeke Memorandum in Opposition to Motion to Clarify (filed February 4, 2019), Page 2, Exhibit No. 4.

Had Pierce Sloan or their clients wanted to ask to reconsider the order, they could have done so through Friday, February 1, 2019. They did not do so.

Leeke Memorandum in Opposition to Motion to Clarify, Page 2, Exhibit No. 4. Neither Leeke nor her attorney, Desa Ballard, have even attempted to explain this simple misrepresentation of an easily disproven fact. The Motion to Clarify was electronically filed and served so every page clearly states that it was filed on February 1, 2019.

On February 22, 2019, in reliance on Leeke's misrepresentation, the trial court entered an Order Denying the Motion to Clarify solely on the grounds that it was a motion to amend governed by Rule 59(e), SCRCP, and that it was filed more than ten days after the Order Enforcing Settlement was filed. Order Denying Motion to Clarify, Exhibit No. 5. This, of course, was precisely what Leeke had argued. Oddly, the trial court's Order Denying the Motion to Clarify failed to mention the date that the purportedly late Motion for Clarification was filed.³

On March 1, 2019, MDSW filed a Motion to Reconsider and for Sanctions based on Leeke's misrepresentations to the trial court set out above. MDSW Motion to Reconsider, Exhibit No. 6. In addition, on March 1, 2019, MDSW filed the Notice of Appeal of the two relevant orders, the trial court's Order Enforcing Settlement, dated January 22, 2019, and the trial court's Order Denying the Motion for Clarification, dated February 22, 2019. MDSW did this in order to preserve its appellate rights at the time. If MDSW was being overly cautious in this respect, it arose from the actions of Leeke and her attorney set forth herein.

³ MDSW is not aware of how this simple oversight found its way into the trial court's order. It may be that Ms. Ballard prepared the Order Denying the Motion to Clarify but did not share that proposed order with MDSW or file it as a proposed order. MDSW simply does not know because the order was never shared with MDSW. MDSW simply knows that the trial court adopted Leeke's argument, misrepresentation and all.

On March 6, 2019, the trial court realized that its ruling denying MDSW's Motion to Clarify was in error; that MDSW's Motion was, in fact, timely filed; and issued an Order Granting MDSW's Motion to Reconsider on March 6, 2019, Exhibit No. 7. Because it found that MDSW's Motion to Clarify was timely, the trial court turned to the underlying issue raised by the Court's Order Enforcing Settlement, namely Leeke's still unjustified assertion of a lien on fees due to Pierce Sloan. The Court rejected Leeke's position that it was entitled to a lien on fees due to third parties not named in the litigation:

[A] lien is not a mechanism to cancel or alter an agreement between the parties. Further, this Court finds that the only lien that [Leeke] can claim is on fees earned by MDSW, not any fees earned by a third party who was not a party to the present litigation.

Order Granting Motion to Reconsider, Page 2, Exhibit No. 7.

On March 8, 2019, counsel for MDSW wrote the Court of Appeals informing the Court that the Notice of Appeal was withdrawn due to the trial court granting the motion to reconsider. Pierce Letter, Exhibit No. 8. There were, of course, no intervening filings in the Court of Appeals, and no action was taken on the appeal. Leeke undoubtedly incurred no actual attorneys' fees with the possible exception of simply reviewing the Notice of Appeal. In any case, Leeke's attorneys made no effort to itemize the fees they are allegedly due. They are apparently simply relying on Rule 222, SCACR, to claim unearned fees.

LEGAL ARGUMENT

Rule 222(a), SCACR, allows for costs to be "taxed against the appellant when the appeal is dismissed or judgment on appeal is affirmed." Rule 222(b), SCACR, allows for costs "to the extent the party actually incurred these costs." The Rule goes on to state: "In addition, the party shall be entitled to recover an attorney's fee in an amount which shall be set by order of the Supreme Court." This amount was set by the South Carolina Supreme Court at \$2,500.

“Recovery under the rule is *clearly limited to costs incurred* in pursuing the appeal, such as the filing fee, the cost of obtaining the transcript, the cost of printing the Record on Appeal and final briefs, and limited attorney fees.” *Martin v. Paradise Cove Marina, Inc.*, 348 S.C. 379, 384, 559 S.E.2d 348, 351 (Ct. App. 2001) (emphasis added). Since there is no evidence that Leeke actually incurred any fees during the seven days that this appeal was pending, the Court should deny this request for unearned fees.

Even if attorney’s fees may be recovered even when not actually incurred, Rule 222(d), SCACR, allows Appellant MDSW to “oppose the request for costs or seek a reduction of the amount of costs to be awarded.” As such, the award of attorney’s fees is not mandatory and can be opposed and reduced or eliminated entirely.

In this matter, there is no basis to impose unearned attorney’s fees following the voluntary withdrawal of an appeal seven days after it was filed due to the lower court’s reversal of the appealed error. This appeal was essentially mooted due to the action of the lower court. In general, dismissal on mootness grounds does not satisfy the “prevailing party” requirement for most fee-shifting statutes. *Douan v. Charleston County Council*, 373 S.C. 384, 645 S.E.2d 241 (2007) (no prevailing party status where case dismissed as moot); *City of Charleston v. Masi*, 362 S.C. 505, 510, 609 S.E.2d 301, 304 (2005) (same). Since the “dismissal” of the appeal was 1) voluntary, and 2) the result of the appeal being dismissed due to mootness, no costs should be charged against MDSW.


Finally, as set forth extensively above, equity would dictate that Leeke should recover no fees on this appeal, which was necessitated by a factual misrepresentation made by Leeke and her attorney to the trial court. This factual misrepresentation not only necessitated the withdrawn appeal, but also caused MDSW to incur substantial costs in correcting the inaccurate record created

by Leeke and her attorney. Any grant of attorney's fees should be based in equity. Attorney's fees should never be shifted in favor of a party that has unnecessarily created those fees.

Based on the foregoing, Appellant MDSW would ask that the Court deny Leeke's request for unearned attorney's fees for an appeal that was withdrawn after seven days.

Respectfully submitted,

Attorneys for Appellants

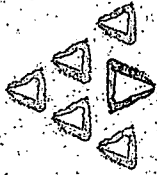


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May 24, 2019
Charleston, South Carolina



Ballard & Watson
Attorneys at Law
PERSISTENT. UNWAVERING.

COPY

Desa Ballard
Harvey M. Watson III

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October 2, 2018

Via U.S. Mail and Email (mmurphyj@sccourts.org)
Honorable Maite Murphy
Post Office Box 802
St. George, South Carolina 29477

Re: *Ryan Sigal, et al. v. Shelly Leeke Law Firm LLC, et al.*
Case No.: 2018-CP-18-0049

Shelly Leeke Law Firm LLC v. Brandon Dawson, et al.
Case No.: 2018-CP-10-333

Dear Judge Murphy:

We were pleased to report our settlement to you back in July. I regret to inform you that the settlement may be falling apart. Attached is a copy of a Motion to Enforce Settlement which we have e-filed in Dorchester County and mailed to Charleston County.

Dawes Cooke is leading our efforts to right the ship (I gave up), so hopefully we will manage to get it done without having to have a hearing. However, to motivate everyone's good faith, I am requesting that you schedule a hearing at your earliest available opportunity, so we can try to get this done.

Thank you so much for your assistance. With warm personal regards, I am,

Sincerely yours,

Desa Ballard
desab@desaballard.com

Enclosure

cc: *Via U.S. Mail and Email*
M: Dawes Cooke, Esquire
Justin P. Novak, Esquire
Carl E. Pierce II, Esquire
Joseph C. Wilson IV, Esquire
Ronnie L. Richter, Jr., Esquire
Scott M. Mongillo, Esquire
Eric Bland, Esquire
Shelly Leeke, Esq. (via email)





Ballard & Watson
Attorneys at Law
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Harvey M. Watson III

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ph. 803.796.9299 | fx 803.796.1066 | desaballard.com

October 2, 2018

Via U.S. Mail

Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401

Re: *Shelly Leeké Law Firm LLC v. Brandon Dawson, et al.*
Case No: 2018-CP-10-333

Dear Ms. Armstrong:

Enclosed for filing is an original and two copies of a Motion to Enforce Settlement and Mandate Escrow of Funds along with a check for the filing fee which I am submitting in the above-referenced matter. Please file the originals and return the clocked-in copies in the self-addressed, stamped envelope enclosed.

By copy of this letter to opposing counsel, I am notifying them of my communication with the Court and serving a copy of the enclosures as evidenced by the Proof of Service. Please do not hesitate to contact our office if you should have any questions.

With warm personal regards, I am,

Sincerely yours,

Desa Ballard Leeké

Desa Ballard
desab@desaballard.com

cc: Via U.S. Mail and Email
M. Dawes Cooke, Esquire
Justin P. Novak, Esquire
Carl E. Pierce II, Esquire
Joseph C. Wilson IV, Esquire
Alice Paylor, Esquire
Ronnie L. Richter, Jr., Esquire
Scott M. Mongillo, Esquire
Eric Bland, Esquire
Shelly Leeké, Esq. (via email)

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

MOTION FEE COLLECTED: \$ _____

CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

COUNTY OF CHARLESTON

IN THE CIRCUIT COURT

2018-CP-10-0033

2018-CP-18-0049

Ryan Sigal, Ryan Miller, and Jeffrey Ward,

Plaintiffs,

v.

Shelly Leeke Law Firm, LLC, and Shelly
Leeke,

Defendants.

**MOTION TO ENFORCE
SETTLEMENT and MANDATE
ESCROW OF FUNDS
(Shelly Leeke Law Firm LLC and Shelly
Leeke)**

Shelly Leeke Law Firm, LLC,

Plaintiff,

v.

Brandon Dawson and Miller, Dawson, Sigal &
Ward, LLC f/k/a Dawson Law Firm, LLC,

Defendants.

Shelly Leeke Law Firm LLC (hereafter "Law Firm") and Shelly Leeke (hereafter "Leeke") move this Honorable Court for an order compelling settlement in this matter, under the terms set forth in settlement agreements signed by the parties at mediation held with Mediator Earl Ellis on July 20, 2018, copies of which are not attached but can be provided to the Court if requested.

In support of their motion, Law Firm and Leeke would show that the parties jointly mediated both cases on July 20, 2018 and all parties executed settlement agreements on that date. Subsequent to the settlement agreements being executed, Law Firm and Leeke provided drafts of

formal settlement documents to counsel for Brandon Dawson, Miller, Dawson, Sigal & Ward, LLC, Ryan Sigal, Ryan Miller and Jeffrey Ward (collectively referred to herein as “departed associates”).

Departed associates maintained a “settlement book” from the date they left the employment of Law Firm, setting forth the amount of settlement proceeds they had recovered for each Law Firm case that had been transferred to them (at client request). All fees (and some costs) were held in trust until the matter was resolved¹. At the request of counsel for Law firm and Leeke, counsel for the departed associates provided a monthly revision of the “settlement book” with updated numbers. The most recent “settlement book” was dated July 17, 2018 and it was used by the parties as the basis of the agreement reached at mediation.

Subsequent to the submission of the draft formal proposed settlement documents to counsel for the departed associates, departed associates refused to execute the settlement documents and instead requested variance of the terms of settlement as to several cases which had previously been handled at Law Firm and which had transferred to one or more of the departed associates. Departed Associates sought to amend the July 17, 2018 “settlement book” and to treat certain cases as “exceptions” to the mediated settlement terms. Law Firm and Leeke did not agree to the proposed changes, which deviated substantively from the settlement agreements previously signed.

The parties have continued negotiations since that time, but have been unable to reach an agreement². Since departed associates have refused to consummate the settlement agreements that were reached at mediation on July 20, 2018, Law Firm and Leeke are informed and believe that

¹ Departed associates filed a motion to require division of fees on individual cases, but the motion was denied.

² Negotiations continue, and it is hoped an agreement can be reached. However, in light of the substantial period of time since the agreement was reached, this motion is being filed and a hearing requested.

they are entitled to an inquiry into this matter, and an order enforcing the settlement agreements previously signed.

On information and belief, subsequent to the rejection by the departed associates of the July 20, 2018 settlements, departed associates have removed funds from the client trust account that represent what they believe to be their share of the collected fees on cases which are subject to fee division between departed associates, and Leeke Law Firm and Leeke. On or about August 30, 2018, undersigned counsel asked counsel for the departed associates to confirm that no funds had been removed from the trust account in which the disputed funds were being held. **Exhibit A.** There has been no response.

Lastly, in light of the refusal of the departed associates to consummate the settlement agreement pursuant to the terms agreed to at the mediated settlement, Law Firm and Leeke have incurred additional attorney fees in attempting to obtain a resolution of issues that were supposedly resolved at mediation and to which departed associates now refuse to agree. On information and belief, Law Firm and Leeke should be awarded attorney's fees and cost incurred in attempting to finalize the settlement documents, and in filing and pursuit of this motion.

Respectfully submitted,

BALLARD & WATSON

s/ Desa Ballard

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**BARNWELL WHALEY PATTERSON
& HELMS, LLC**

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*Attorneys for Defendants
Shelly Leeke Law Firm, LLC,
& Shelly Leeke*

October 2, 2018

Exhibit A to Motion to Enforce Settlement

From: Desa Ballard
To: "Joseph Wilson"
Cc: Beth Cogan
Subject: Leeke
Date: Friday, August 31, 2018 3:38:10 PM

Earl has not answered my two emails about whether he will decide any of the new issues you have raised.

While I am deciding on the next step, please confirm that NO DISBURSEMENTS have been made from the trust account on any of the cases shown on the first (and most accurate) 7-17-2018 settlement book. All money should still be in trust.

db

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

COUNTY OF CHARLESTON

IN THE CIRCUIT COURT

2018-CP-10-0033

2018-CP-18-0049

Ryan Sigal, Ryan Miller, and Jeffrey Ward,

Plaintiffs,

v.

Shelly Leeke Law Firm, LLC, and Shelly
Leeke,

Defendants.

CERTIFICATE OF SERVICE

Shelly Leeke Law Firm, LLC,

Plaintiff,

v.

Brandon Dawson and Miller, Dawson, Sigal &
Ward, LLC f/k/a Dawson Law Firm, LLC,

Defendants.

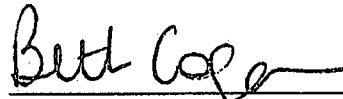
I, Beth Cogan, an employee with Ballard & Watson, do hereby certify that on October 2, 2018, I served a copy of the **Motion to Enforce Settlement and Mandate Escrow of Funds**, in the above-captioned case on the following individuals by U.S. Mail, with sufficient first-class postage affixed, and addressed as follows:

**Carl E. Pierce, Esquire
Joseph C. Wilson IV, Esquire
Pierce, Hearn, Sloan & Wilson LLC
Post Office Box 22437
Charleston, South Carolina 29413**

**Ronnie L. Richter, Jr., Esquire
Scott M. Mongillo, Esquire
Bland Richter LLP
Peoples Building
18 Broad Street, Mezzanine
Charleston, South Carolina 29401**

**Eric Bland, Esquire
Bland Richter LLP
Post Office Box 72
Columbia, South Carolina 29202**

October 2, 2018


Beth Cogan, Paralegal

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Ryan Sigal, Ryan Miller, and Jeffrey Ward,
Plaintiffs,

v.

Shelly Leeke Law Firm, LLC, and Shelly Leeke,
Defendants.

IN THE COURT OF COMMON PLEAS

2018-CP-10-00333

**ORDER GRANTING
MOTIONS TO ENFORCE
SETTLEMENT**

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Shelly Leeke Law Firm, LLC,
Plaintiff,

v.

Brandon Dawson and Miller, Dawson, Sigal &
Ward, LLC f/k/a Dawson Law Firm, LLC,
Defendants.

IN THE COURT OF COMMON PLEAS

2018-CP-18-0049

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Brandon C. Dawson, individually and
Derivatively on behalf of GBGH Investments,
LLC,
Plaintiffs,

v.

GBGH Investments, LLC, and Shelly M. Leeke,
Defendants.

IN THE COURT OF COMMON PLEAS

2018-CP-10-2971



This matter came before the Court on November 14, 2018, pursuant to motions by Shelly Leeke Law Firm LLC (“SLLF”) and Shelly Leeke (“Leeke”) (collectively “Leeke Parties”) to enforce two separate settlement agreements reached at a mediation on July 20, 2018.¹ Present at the hearing were Joseph Wilson and Carl Pierce as counsel for Ryan Sigal (“Sigal”), Ryan Miller (“Miller”), Jeffrey Ward (“Ward”), Brandon Dawson (“Dawson”), and Miller, Dawson, Sigal & Ward, LLC f/k/a Dawson Law Firm, LLC (“MDSW”), and M. Dawes Cooke, Jr., Desa Ballard, and Justin P. Novak as counsel for Shelly Leeke, Shelly Leeke Law Firm LLC, and GBGH Investments, LLC (“GBGH”).

FACTS

On July 20, 2018, the parties in the above-captioned cases mediated their disputes. As a result of the mediation, Leeke, SLLF, Sigal, Ward, Miller, and MDSW entered into a handwritten settlement agreement (“MDSW Agreement”). In addition, Leeke, GBGH, SLLF, Dawson, and MDSW also entered into a handwritten settlement agreement (“GBGH Agreement”).

The MDSW Agreement is titled “Settlement Agreement”, contains the material terms of a settlement agreement, and employs shorthand terminology to reference certain commonly understood terms such as “non disparagement – mutual”, “confidentiality”, and “mutual releases”. Similarly, the GBGH Agreement is titled “Settlement Agreement”, contains the material terms of a settlement agreement, and employs shorthand terminology to reference certain commonly understood terms such as “mutual releases” and “confidentiality [and] non disparagement mutual”. The GBGH Agreement also provides for “[f]ormal settlement documents to be done.”

The mediator filed proofs of ADR in each case that provide that the matters had been “[f]ully settled.” The parties, however, became unable to agree about certain language for the subsequent,

¹ The Mediator, Earl Ellis, filed Proof of ADR in Sigal v. Shelly Leeke Law Firm, LLC Case No. 2018-CP-10-0033 (Dorchester) on August 14, 2018, in Shelly Leeke Law Firm, LLC v. Dawson Case No. 2018-CP-18-0049 (Charleston) on August 6, 2018, and in Dawson v. GBGH Investments, LLC, Case No. 2018-CP-10-2971 (Charleston) on August 6, 2018. Each Proof of ADR provides that the subject case had been “[f]ully settled.”

more detailed settlement documents. The dispute arises from language within the MDSW Agreement that references a date and addresses the manner in which certain escrowed attorneys' fees for "settled cases" and "future cases" shall be divided amongst the parties.² As a result of the dispute, the Leeke Parties filed motions to enforce the settlement agreements. In the filings submitted to the Court and at the hearing of the motions, counsel for all parties urged the Court to enforce the terms of the handwritten agreements.

STANDARD

A trial court has inherent jurisdiction to enforce settlement agreements entered before it. See Rock Smith Chevrolet, Inc. v. Smith, 309 S.C. 91, 93, 419 S.E.2d 841, 842 (Ct. App. 1992). "It has long been the policy of the court to encourage settlement in lieu of litigation, and courts have usually enforced settlement agreements." Id. Settlement agreements are contracts whose enforcement is a matter of contract law. Pee Dee Stores, Inc. v. Doyle, 381 S.C. 234, 241-42, 672 S.E.2d 799, 803 (Ct. App. 2009). "The primary concern of the court interpreting a contract is to give effect to the intent of the parties." North American Rescue Products, Inc. v. Richardson, 411 S.C. 371, 378, 769 S.E.2d 237, 240 (2015). "Interpretation of a contract is governed by the objective manifestation of the parties' assent at the time the contract was made[.]" Id. "The best evidence of the parties' intent is the contract's plain language." Id. "The question of whether a contract is ambiguous is a question of law." Id. "If a contract's language is unambiguous, the plain language will determine the contract's force and effect." Id. "A contract must be read as a whole document so that one party may not create ambiguity by pointing out a single sentence or clause." Id.

² As the terms of the settlement agreements are confidential and occurred during the mediation process, this Court will not reveal them in this Order in any more detail than is necessary. Nevertheless, copies of the agreements are incorporated by reference into this Order.

FINDINGS

During mediation, the parties negotiated specific terms with the help of their counsel and voluntarily came to two separate handwritten agreements. Although only the GBGH Agreement provides for the preparation and execution of a more detailed agreement, it is evident from the short-hand terminology employed in the MDSW Agreement that the parties also contemplated the preparation and execution of a subsequent agreement elaborating upon the material terms of the handwritten agreement. This is also evidenced by the parties' subsequent conduct in preparing more elaborate settlement documents for both agreements. Nevertheless, the plain language of the handwritten agreements is unambiguous.

The first dispute amongst the parties arises from language in the MDSW Agreement addressing the division of certain attorneys' fees earned from matters in which SLLF previously represented clients now represented by MDSW. The MDSW Agreement references a specific date and addresses the manner in which the escrowed attorneys' fees shall be divided amongst the parties. The MDSW Agreement also specifically identifies two categories of cases - "settled cases" and "future cases". Immediately above this language, the agreement also refers to "past [and] future transferred cases." The term "cases" unambiguously refers to the client matters at the heart of this litigation. The term "settled" unambiguously refers to those client matters in which a settlement has occurred. The term "future" unambiguously refers to those client matters in which a settlement has not occurred.³ The date referenced, which is in close proximity to the date upon which the parties executed the MDSW Agreement, unambiguously represents the line delineating "settled cases" and "future cases", which receive different treatment under the terms of the agreement.

³ It is a tautology that the parties could not settle at mediation disputes over attorneys' fees arising from matters that did not then exist. As a result, there cannot be future cases but only future settlements in the cases transferred from SLLF to MDSW.

At issue is when a “settlement” occurs under the terms of the agreement, which will determine whether attorneys’ fees earned from settlement proceeds received by MDSW prior to the date referenced in the agreement but not distributed to clients until after the date referenced in the agreement are treated as “settled cases” or “future cases” under the terms of the agreement. A settlement is “[a]n agreement ending a dispute or lawsuit.” Black’s Law Dictionary 1405 (8th ed. 2004). A settlement, however, does not necessarily end a lawsuit. See e.g., Cobb v. Benjamin, 325 S.C. 573, 482 S.E.2d 589 (1997). In South Carolina, there are at least three forms of settlement. Wade v. Berkeley County, 348 S.C. 224, 227, 559 S.E.2d 586, 587 (2002) (noting a general release, covenant-not-to-sue, and covenant-not-to-execute). While a release is a present abandonment of a right or claim and generally ends a lawsuit at least against the settling defendant, a covenant-not-to-execute is a promise not to enforce a right of action or execute a judgment that intentionally does not end a lawsuit against the settling defendant. Id. Whether a voluntarily agreed upon settlement amount is sufficient to satisfy a party’s medical bills, attorneys’ fees, or costs or to make the party whole is immaterial to whether that party has voluntarily promised not to enforce a right of action in exchange for the payment.

Accordingly, the argument that a “settlement” does not occur under the terms of the MDSW Agreement until tendered funds are disbursed to the client even though (1) the client has agreed not to enforce a right of action in exchange for the payment and (2) the funds have been received by the client’s attorney is unavailing. The argument that a “settlement” also does not occur when the voluntarily agreed upon amount is insufficient to satisfy the client’s medical bills, attorneys’ fees, or costs or to make the client whole is similarly unavailing.

The settlement payments voluntarily agreed upon by the client and received by MDSW prior to the date referenced in the MDSW Agreement unambiguously constitute “settled cases” pursuant to the plain language of the agreement and shall receive the treatment outlined in the agreement, i.e.

the fees should be split 60/40 in the Leeke parties favor. These cases include those referenced by counsel as DHC, EE, PW, JD, SP, and the D Family.

The parties also have a dispute regarding fees arising from client R.D.'s workers' compensation claim. R.D. was a transferred client with a workers' compensation claim that MDSW settled in June. All settlements and all liens in workers' compensation matters must be approved by the Workers' Compensation Commission. Leeke petitioned the Workers' Compensation Commission for a lien for costs and attorney's fees based on "quantum meruit." In June, prior to the mediation of this matter and pursuant to a settlement of R.D.'s claim, Workers' Compensation Commissioner Avery Wilkerson issued an order awarding all fees in the case to MDSW and granting only costs to Leeke. Leeke then filed another Motion for Attorney's Fees which was also denied by the Commissioner Wilkerson on July 16, 2018.

This Court finds that the R.D. matter was not part of the Mediation Settlement. The division of fees in that case was already decided by the Workers' Compensation Commission at the time of mediation, and Leeke has appealed that Order to the full Commission, which now has exclusive jurisdiction over the ultimate disposition of that fee.

The parties' dispute under the terms of the GBGH Agreement is mooted by the above-findings; therefore, this Court does not reach that dispute.

THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that this Court grants the Leeke Parties' motions to enforce the settlement agreements executed on July 20, 2018, in accordance with the above-findings.

AND IT IS SO ORDERED.

The Honorable Maité D. Murphy

January ____, 2019



Dorchester Common Pleas

Case Caption: Ryan Sigal , plaintiff, et al VS Shelly Leeke Law Firm Llc ,
defendant, et al
Case Number: 2018CP1800049
Type: Order/Other

So Ordered

s/ Maite Murphy 2166

IN THE STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CA NO. 2018-CP-18-49

Ryan Sigal, Ryan Miller, and Jeffrey)
Ward,)
)
Plaintiffs,)

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION TO CLARIFY
ORDER**

vs.)
)
Shelly Leeke Law Firm, LLC, and Shelly)
Leeke,)
)
Defendants.)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2018-CP-10-0333

Shelly Leeke Law Firm, LLC,)
)
Plaintiff,)

v.)
)
Brandon Dawson and Miller, Dawson,)
Sigal & Ward, LLC f/k/a/ Dawson)
Law Firm, LLC,)
)
Defendants.)

YOU WILL PLEASE TAKE NOTICE that Ryan Sigal, Ryan Miller, Jeffrey Ward, Brandon Dawson and Miller, Dawson, Sigal & Ward, LLC, (collectively "MDSW") by and through their undersigned attorneys, hereby move for a clarification of this Court's Order Granting Motions to Enforce Settlement issued by the Court on January 22, 2019 (hereinafter the "Order").

The Order resolved a dispute between the parties regarding the terms of a settlement entered at mediation. Relevant to this motion, the Court determined that the attorneys' fees derived from all funds received by the parties prior to July 17, 2018, even if that receipt was not part of a



finalized settlement, would be treated as a “settled case,” and, in accord with the parties’ agreement, the disputed fees would on those settled cases would be split 60/40 in favor of the Leeke parties. This motion is not seeking to reverse or amend that ruling, but to clarify an unusual interpretation that SLLF’s counsel has adopted following the ruling.

The split of attorneys’ fees ordered by the Court included fees derived from the matter referenced as the “D Family.” Pierce Sloan referred the handling of the liability portion of the D Family cases to Plaintiff Ryan Miller while he was an associate at SLLF in exchange for half the fee owed on any recovery in that matter. In other words, Miller, on behalf of SLLF, and Pierce Sloan agreed to split the fees on the D Family matters 50/50.

When Plaintiff Miller left SLLF, the D Family opted to leave with him. Their liability claims were settled, but 50% of the fees in the D Family matter are subject to SLLF’s lien. SLLF has not and cannot claim a lien on the fees owed to Pierce Sloan. Pierce Sloan referred the D Family matter to SLLF based on a 50/50 split. Pierce Sloan’s 50% share of the fees has never been in question, and SLLF has never had a lien on Pierce Sloan’s share of the fees. Indeed, Pierce Sloan is not even a party to this litigation. In other words, the only D Family attorneys’ fees in dispute are the 50% owed to MDSW, and that is the only portion of fees that SLLF has a potential lien against.

Despite the fact that it does not have a lien on Pierce Sloan’s fees and despite the fact that Pierce Sloan is not a party to this matter, counsel for SLLF demanded that Pierce Sloan remit 60% of **Pierce Sloan’s** fees in the D Family matters to SLLF:

- C. Please advise with whom I should communicate at Pierce Sloan regarding the 60% attorney fees due from Pierce Sloan to SLLF on the [D Family] cases.

Ballard Email, Exhibit No. 1.

For the purposes of this request for clarification, MDSW is **not** disputing the Court's ruling that the D Family matter should be treated as a "settlement" and fees owed to MDSW should be split 60/40 with SLLF. However, the attorneys' fees that were in dispute, and the only attorneys' fees that SLLF has a conceivable lien against, are the 50% of the D Family fee due to SLLF and/or MDSW. Neither SLLF, nor MDSW for that matter, has a lien on the 50% of the fees due to Pierce Sloan under any conceivable legal theory. The parties' settlement and the Court's decision was clearly meant to only disburse fees due to MDSW on which SLLF had a lien and was not intended to reach outside of that lien and require Pierce Sloan, a non-party to this hearing, to give up 60% of its fee to SLLF. Both the mediation settlement and the Court's interpretation of same clearly address only the fees in dispute between SLLF and MDSW. Neither the settlement nor the Order have anything to do with fees owed to referring third party law firms that are not part of the pending lawsuits. SLLF has not claimed that the Court's Order requires other referring law firms to pay back to SLLF fees earned on cases. Rather, SLLF and its attorneys are clearly just using this particular situation to harass opposing counsel and continue churning every last cent of fees out of this matter, regardless of whether the claims make any sense or not.

Based on the foregoing, MDSW would simply request that the Court clarify that its Order, and the settlement entered between SLLF and MDSW, only concerns attorneys' fees that SLLF has a lien on and that were in dispute between SLLF and MDSW. Neither the Order nor the settlement purports to grant SLLF (or MDSW for that matter) fees owed to third party referring law firms, including Pierce Sloan, that are not parties to this matter and whose fee splits have never been in dispute.

Respectfully submitted,

Attorneys for Plaintiffs MDSW

s/ Joseph C. Wilson, IV
Carl E. Pierce, II, Esquire
Joseph C. Wilson, IV, Esquire
Pierce, Hems, Sloan & Wilson, LLC
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carlpierce@phswlaw.com
joewilson@phswlaw.com

Ronald L. Richter, Jr.
Scott M. Mongillo
Bland Richter, LLC
Peoples Building
18 Broad Street, Mezzanine
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Eric S. Bland
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1500 Calhoun Street
Post Office Box 72
Columbia, South Carolina 29202
(803) 256-9664
ericbland@blandrichter.com

February 1, 2019
Charleston, South Carolina

From: Desa Ballard
To: Joseph Wilson; Carl Pierce; Ronnie Richter
Cc: M. Dawes Cooke; inovak@barnwell-whaley.com; Beth Cogan
Subject: Leeke Law Firm
Date: Tuesday, January 22, 2019 5:48:29 PM

Joe:

- A. In light of Judge Murphy's ruling re: MDSW, Sigal, Ward and Miller, please provide us with:
1. Copies of all signed settlement statements on all cases settled by your clients that were previously SLLF cases that have settled at any time.
 2. Copies of all settlement checks received by MDSW for all client matters involving the relevant files.
 3. A full accounting of all cost reimbursements that have not yet been paid to SLLF (on cases settled prior to mediation – as you know, no costs have been paid since)
 4. Affidavits from each of your clients verifying that they have destroyed all contact databases that belonged to or were copied from SLLF, including the HR databases, and warranting that they (nor their agents, attorneys) have retained copies or excerpts. This does not include, of course, Needles data on files which transferred to MDSW.

Once we have that information, we will issue a demand for payment from the MDSW trust account.

- B. As to Dawson, GBGH, please advise to whom the check for buyout should be made payable, and the address at which the 2018 corporate documents for GBGH LLC should be provided.

C. Please advise with whom I should communicate at Pierce Sloan regarding the 60% attorney fees due from Pierce Sloan to SLLF on the [REDACTED] cases.

I look forward to hearing from you.

db

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
COUNTY OF CHARLESTON

IN THE CIRCUIT COURT
2018-CP-10-0033
2018-CP-18-0049

Ryan Sigal, Ryan Miller, and Jeffrey Ward,
Plaintiffs,

v.

Shelly Leeke Law Firm, LLC, and Shelly Leeke,
Defendants.

MEMORANDUM IN OPPOSITION:
SIGAL *et al.* MOTION TO CLARIFY ORDER
(Shelly Leeke Law Firm LLC and Shelly Leeke)

Shelly Leeke Law Firm, LLC,
Plaintiff,

v.

Brandon Dawson and Miller, Dawson, Sigal & Ward, LLC f/k/a Dawson Law Firm, LLC,
Defendants.

Shelly Leeke Law Firm LLC (hereafter "SLLF") and Shelly Leeke (hereafter "Leeke") oppose the Motion by Sigal *et al.* to "clarify" this Court's order dated January 22, 2019. SLLF and Leeke would respectfully show that the moving parties (see below) lack standing to raise this issue and are attempting to introduce new issues into this litigation that are not embraced by the pleadings and were not before the Court on Motion to Enforce Settlement.¹ Further, there is no

¹ A third case, Dawson v. GBGH Investments, LLC, Case No 2018-CP-10-2971 was also addressed by this Court's order enforcing the settlement in the instant cases. SLLF and Leeke have attempted, since issuance of this Court's order dated January 22, 2019, to obtain cooperation of opposing counsel to finalize the settlement in that case, but no cooperation has been forthcoming as of yet.



procedure for a motion to “clarify” a court order. Had Pierce Sloan or their clients wanted to ask to reconsider the order, they could have done so through Friday, February 1, 2019. They did not do so.

Real Party in Interest

The designated moving parties, *i.e.*, Sigal *et al.* are not the real parties in interest in this motion at all. The relief being sought is by some of their counsel, *i.e.*, Pierce Sloan, which has a separate and distinct dispute with SLLF which is not yet the subject of litigation. The actual party-in-interest to the “motion to clarify”, Pierce Sloan, is not a party to this litigation and is not entitled to any relief from this Court.

In order to be the “real party in interest”, a person or entity has to be “the party who, by the substantive law, has the right sought to be enforced.” Patton v. Miller, 420 S.C. 471, 804 S.E.2d 252 (Ct.App. 2017). *See also* Rule 17(a), SCRC. Pierce, Sloan, whose interests are addressed by the motion to clarify, is a law firm representing the “real party in interest”, that being Sigal *et al.* The law firm itself lacks standing to seek relief for its own benefit. *Bank of America v. Todd Draper, MERS*, 405 S.C. 214, 746 S.E. 2d 478 (Ct. App. 2013) (Generally, a person must be a party in interest in order to have standing).

A review of Pierce Sloan’s motion to clarify reveals “testimony” regarding a separate relationship between SLLF and Pierce Sloan as it relates to a specific group of cases, referred by the Sigal *et al.* in their opposition to the motion to enforce settlement as “the D family.” This record contains no information about any agreement between SLLF and Pierce Sloan. As demonstrated by **Exhibit A**, SLLF has asserted a lien against Pierce Sloan that is separate and apart from its dispute with Sigal *et al.* This litigation did not purport to address any dispute between SLLF and Pierce Sloan.

This Court should not accept Pierce Sloan's motion to clarify, which is a blatant attempt to introduce into this record, and have this Court decide, a dispute that was never a part of these pleadings, and never a part of the settlement of these cases.

Insofar as response to the new factual information is concerned, **Exhibit B and C** reflects there is a separate dispute between SLLF and Pierce, Sloan that has nothing to do with Pierce Sloan's clients. SLLF and Leeke agree that there were a group of cases involving the D family on which SLLF was associated by Pierce Sloan, with an agreement to divide fees equally between the two law firms in compliance with applicable law at the conclusion of the cases.

When opposing our motion to enforce settlement, Sigal *et al.* addressed the dispute between SLLF and MDSW as to that portion of the D family cases that transferred from SLLF to MDSW after Sigal and the others left employment of SLLF on January 8, 2018². Since the Court elected to address the specific cases that Sigal *et al.* asked the Court to address in responding to the motion to enforce settlement, the Court did so. However, the Court's order enforcing settlement only addressed the disputes between SLLF and MDSW.

There is a separate dispute between SLLF and the firm which associated SLLF, Pierce Sloan, regarding the fee division on the fees arising from the cases involving the D family. That dispute was not pleaded in this action, Pierce Sloan are not parties to this action, and this Court was not asked to address that dispute in any filing of any kind.

² The motion to enforce settlement by SLLF and Leeke did not address specific cases, since the specific cases in dispute were not relevant to the issue of enforcement of the settlement. Sigal, *et al.*, in their response, however, isolated and discussed several cases in an effort to explain why the settlement should not be enforced. SLLF and Leeke did not respond to the argument regarding the individual cases, and requested the Court address only the settlement agreements in substance, not individual cases.

After receipt of this Court's order dated January 22, 2019, SLLF and Leeke attempted to proceed with enforcement of the settlement agreements from July 20, 2018, but Pierce Sloan decided to ignore enforcement of the settlement (other than to say they will comply) unless or until SLLF agreed to a fee division with Pierce Sloan on the cases involving the D family. (See Exhibit B and C). In essence, Pierce Sloan is subjugating this interests and obligations of its clients to enforce the July 20, 2018 settlements by attempting to force a resolution of the unrelated dispute between SLLF and Pierce Sloan on the fee division on the D family cases. In other words, Pierce Sloan is holding the enforcement of the settlements hostage as leverage to try to force an agreement by SLLF to its dispute with Pierce Sloan on the fee division issues.

The fee division issues between SLLF and Pierce Sloan are not before this Court. They were never before this Court. Just as they did in their response to the opposition o the Motion to Enforce Settlement, additional facts were injected by MDSW in an attempt to oppose the motion, and now had offered it's own "testimony" (set forth in the Motion to Clarify) about the fee dispute between Pierce Sloan and SLLF in an effort to wriggle out of this Court a ruling on a dispute that is not before it. *Id.*

The disputes between SLLF and MDSW have been resolved. All that remains is for the settlement agreements to be enforced. As of the filing of this response, Pierce Sloan is claiming it will assist its clients in complying, but not before SLLF agrees to its efforts to force this new issue before the Court. At a minimum, Pierce Sloan is placing its own interests above those of its clients. At worst, Pierce Sloan's efforts to slip this issue into this record and obtain a ruling on an issue not before the court is an attempt to mislead the court.

There is nothing that requires clarification about this Court's order dated January 22, 2019 nor is there any procedure for doing so SLLF has not attempted to tie the two separate disputes

together, nor has Sigal *et al.*, although they are ostensibly the moving parties in this motion to clarify. Clearly, it is Pierce Sloan's dispute with SLLF that is the subject of the Motion to Clarify, under a thinly-veiled attempt to suggest this is part of the same dispute already litigated.

SLLF and Leeke respectfully pray that the Court deny or dismiss the Motion to Clarify, be it filed on behalf of Sigal, *et al.* or by the actual party in interest, Pierce Sloan. The issues raised therein are collateral, were not embraced by the pleadings, were not a part of the settlement, and are not within the jurisdiction of this Court to decide.

If Pierce Sloan wishes to address the existing dispute between itself and SLLF, it will have to address it separately from this action. Pierce, Sloan should not be permitted to hold the settlements which have been enforced between SLLF and MDSW hostage while it attempts to lure this Court into addressing an issue, and a dispute regarding fees, that is not before it.

The issue here is simple. Pierce, Sloan cannot, under the guise of a "motion to clarify" inject into the existing litigation, which has been settled and now been ordered to be enforced, trick this Court into addressing and deciding a dispute which is not before it.

Pierce, Sloan is not a party to this action and any attempt to "clarify" the Court's order to affect its rights as to SLLF is clearly inappropriate.

Wherefore, SLLF and Leeke respectfully request that the Court deny or dismiss the motion clarify, which seeks relief as to issues not before this Court.

Respectfully submitted,

BALLARD & WATSON

s/ Desa Ballard

Desa Ballard
Harvey M. Watson III
Post Office Box 6338
West Columbia, South Carolina 29171

Telephone (803)796-9299
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desab@desaballard.com
harvey@desaballard.com

**BARNWELL WHALEY PATTERSON
& HELMS, LLC**

M. Dawes Cooke, Jr., Esquire
Justin P. Novak, Esquire
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Charleston, South Carolina 29402
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Fax: (843) 577-7708
mdc@barnwell-whaley.com
jnovak@barnwell-whaley.com

*Attorneys for Defendants
Shelly Leeke Law Firm, LLC,
& Shelly Leeke*

February 4, 2019

From: Desa Ballard
To: "morganforrester@phswlaw.com"
Cc: "[Shelly Leeke](#)"; [Harvey Watson](#); [Beth Cogan](#)
Subject: Lien on attorney fees and costs collected - [REDACTED] matter
Date: Friday, February 02, 2018 5:57:00 PM
Attachments: [Pierce Hems - atty lien letter.pdf](#)

Dear Mr. Forrester:

Please see the attached lien letter from Shelly Leeke Law Firm.

Please let me know if you have any questions.

Thank you.

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com



**SHELLY LEEKE
LAW FIRM, LLC**

Charleston Office
Shelly Leeke Law Firm, LLC
3614 Ashley Phosphate Road
North Charleston, SC 29418

Phone: 843.297.8485
Fax: 843.297.8497
www.LeekeLaw.com

Call For Additional Office Locations

February 2, 2018

VIA FACSIMILE – (843) 722-7732

Pierce, Hems, Sloan & Wilson, LLC
Attention: J. Morgan Forrester, Esquire
PO Box 22437
Charleston, SC 29413

RE: Our Client(s) : ██████ De ██████, ██████ De ██████, ██████
D ██████ and ██████ D ██████
Date of Loss : 11/24/2016

Dear Mr. Forrester:


Our former associate, Ryan Miller, should be informing you soon (if not already) of his departure from our firm. Accordingly, this will confirm that our firm is taking no further action as to this matter, and you should communicate exclusively with Mr. Miller regarding resolving the matter.

Please be advised that Shelly Leeke Law Firm has a lien for attorney's fees and costs established by its fee agreement with our former client, named above, in connection with injuries sustained by our former client on or about that occurred on the date shown above. The amount of attorney's fee will not be determined until each case is resolved, but at this time the firm has advanced costs on the case in the amount of \$208.90 for ██████, \$175.00 for ██████, \$175.00 for ██████ and \$175.00 for ██████.

Any settlement checks, disbursements, wires, or other form of payment tendered in connection with the referenced claim should include Shelly Leeke Law Firm LLC as a payee on the check. Please include the undersigned on any transmittal of funds that are tendered on the referenced matter so the matter may be addressed in a timely manner and to ensure that there is no delay in disbursement of net settlement funds to the former clients.

Shelly Leeke Law Firm and the law firm now representing our former client are engaged in litigation which will include a determination of the amount of the lien to which Shelly Leeke Law Firm LLC is entitled, unless an agreement is reached prior to the conclusion of that litigation. In the interim, we expect all disputed fees and costs to be held in escrow.

Thank you for your assistance, and please let us know if you have any questions. If you assert that any additional notice should be provided to any other person or entity to ensure protection of our asserted lien, please forward this notice and let us know immediately if further communication is necessary. Thank you in advance for your cooperation in this matter.

Respectfully,

Shelly Leeke, Esq.

Cc: Ryan Miller, Esquire

ELECTRONICALLY FILED - 2019 Feb 04 2:38 PM - DORCHESTER - COMMON PLEAS - CASE#2018CP1800049

From: Desa Ballard
Sent: Tuesday, January 22, 2019 5:48 PM
To: Joseph Wilson; Carl Pierce; Ronnie Richter
Cc: M. Dawes Cooke; jnovak@barnwell-whaley.com; Beth Cogan
Subject: Leeke Law Firm

AmicusId: 377042
AmicusStatus: Saved
AmicusFileName: Leeke, Shelly (Associates Departure)
AmicusFileId: 2180
AmicusDealtWith: Yes

Joe:

- A. In light of Judge Murphy's ruling re: MDSW, Sigal, Ward and Miller, please provide us with:
 - 1. Copies of all signed settlement statements on all cases settled by your clients that were previously SLLF cases that have settled at any time.
 - 2. Copies of all settlement checks received by MDSW for all client matters involving the relevant files.
 - 3. A full accounting of all cost reimbursements that have not yet been paid to SLLF (on cases settled prior to mediation – as you know, no costs have been paid since)
 - 4. Affidavits from each of your clients verifying that they have destroyed all contact databases that belonged to or were copied from SLLF, including the HR databases, and warranting that they (nor their agents, attorneys) have retained copies or excerpts. This does not include, of course, Needles data on files which transferred to MDSW.

Once we have that information, we will issue a demand for payment from the MDSW trust account.

- B. As to Dawson, GBGH, please advise to whom the check for buyout should be made payable, and the address at which the 2018 corporate documents for GBGH LLC should be provided.
- C. Please advise with whom I should communicate at Pierce Sloan regarding the 60% attorney fees due from Pierce Sloan to SLLF on the D [REDACTED] cases.

I look forward to hearing from you.

db

From: Desa Ballard
Sent: Friday, February 1, 2019 11:35 AM
To: Joseph Wilson; Carl Pierce
Cc: M. Dawes Cook, Jr, Esquire; jnovak@barnwell-whaley.com; Beth Cogan
Subject: Civility

AmicusId: 377705
AmicusStatus: Saved
AmicusFileName: Leeke, Shelly (Associates Departure)
AmicusFileIds: 2180

OK. We will respond appropriately to whatever you elect to file. But anything you file does not stay or delay your client's obligation to comply, even though ten (10) days have elapsed.

db

From: Joseph Wilson <joewilson@piercesloan.com>
Sent: Friday, February 1, 2019 11:33 AM
To: Desa Ballard <desab@desaballard.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

I am being civil. Your suggestion that Pierce Sloan somehow owes Leeke funds is entirely frivolous and you have refused to withdraw it.

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, February 01, 2019 11:28 AM
To: Joseph Wilson <joewilson@piercesloan.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

To reiterate: we do not want an accounting or a list or a settlement book; we want the items set forth in the settlement agreement. Attached is a copy for your use.

The emails of 1-22-2018 simply itemized those to make it easier for you.

An email responding to the specific items listed in the 1-22-2019 was what I was looking for. Still looking and waiting.

Let's try to keep the tone of this as non-adversarial as possible. Nothing I have said or done is frivolous, and I don't appreciate the suggestion otherwise. Please be civil.

, db

From: Joseph Wilson <joewilson@piercesloan.com>
Sent: Friday, February 1, 2019 11:15 AM
To: Desa Ballard <desab@desaballard.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

We will provide all items required by the order and settlement next week. Again, we will move forward with the conclusion of this matter in accord with the order and settlement. I am not sure how many times I have to say that. If you wanted to move this process along more expeditiously, you should refrain from adding terms and demands not included in the order or settlement and respond to my queries regarding same. I am not a mind-reader, so I have can only wait on your written response. Obviously, I do not agree with your characterization of our communications in this email or your prior emails.

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, February 01, 2019 11:02 AM
To: Joseph Wilson <joewilson@piercesloan.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

So when will I receive the itemized items I requested? It's been 10 days. The specific items I requested are set for on the attached. I have received nothing except an email indicating that the Pierce Sloan issue had to be resolved before you would answer my 1-22-2019 emails.

db

From: Joseph Wilson <joewilson@piercesloan.com>
Sent: Friday, February 1, 2019 10:48 AM
To: Desa Ballard <desab@desaballard.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

You got an email from me on the D [REDACTED] matter and refused to respond. Since you have refused to discuss or withdraw your untenable and frivolous position on the D [REDACTED] matter, we will file our motion to clarify. As stated repeatedly, we are more than happy to move forward with the remainder of the settlement in accord with the court's order.

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, February 01, 2019 10:30 AM
To: Joseph Wilson <joewilson@piercesloan.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; 'Shelly M. Leeke, Esquire' <shelly@leekelaw.com>; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

The two are not related. In my 1-22-2019 emails I asked you to tell me who at Sloan Pierce I could discuss the D [REDACTED] matter with. You did not answer that question either.

db

From: Joseph Wilson <joewilson@piercesloan.com>
Sent: Friday, February 1, 2019 10:29 AM
To: Desa Ballard <desab@desaballard.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; 'Shelly M. Leeke, Esquire' <shelly@leekelaw.com>; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

We will move forward with the settlement as set forth by the court and the mediation agreements. Please let me know your position on Pierce Sloan's D [REDACTED] fees.

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, February 01, 2019 10:26 AM
To: Joseph Wilson <joewilson@piercesloan.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; 'Shelly M. Leeke, Esquire' <shelly@leekelaw.com>; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

I don't want an accounting I want the documents for each settlement (checks and disbursement sheets) for each client matter that has settled since its transfer from SLLF to MDSW. As required by the settlement agreement.

db

From: Joseph Wilson <joewilson@piercesloan.com>
Sent: Friday, February 1, 2019 10:24 AM
To: Desa Ballard <desab@desaballard.com>; Carl Pierce <carlpierce@piercesloan.com>
Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; 'Shelly M. Leeke, Esquire' <shelly@leekelaw.com>; Beth Cogan <Beth@desaballard.com>
Subject: RE: Conclusion of GBGH action

Desa

We will move forward with the settlement in accord with the Court's order. I take it by your silence that you are no longer claiming Pierce Sloan is a party or owes funds to Leeke? Please confirm that you are dropping this position today, as today is our deadline to file a motion to clarify the order. We will prepare an accounting of the subject settlements for your review.

Joe

From: Desa Ballard [<mailto:desab@desaballard.com>]
Sent: Friday, February 01, 2019 10:18 AM
To: Joseph Wilson <joewilson@piercesloan.com>; Joseph Wilson <joewilson@piercesloan.com>; Carl Pierce <carlpierce@piercesloan.com>

Cc: M. Dawes Cook, Jr, Esquire <mdc@barnwell-whaley.com>; jnovak@barnwell-whaley.com; 'Shelly M. Leeke, Esquire' <shelly@leekelaw.com>; Beth Cogan <Beth@desaballard.com>

Subject: Conclusion of GBGH action

Joe:

Attached is a letter with enclosures, including check, being mailed to you today in US mail. The letter is dated yesterday because I prepared it then, but it is being mailed today.

db

ELECTRONICALLY FILED - 2019 Feb 04 2:38 PM - DORCHESTER - COMMON PLEAS - CASE#2018CP1800049

IN THE STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CA NO. 2018-CP-18-49

Ryan Sigal, Ryan Miller, and Jeffrey)
Ward,)
)
Plaintiffs,)

**ORDER DENYING MOTION
FOR CLARIFICATION**

vs.)
)
Shelly Leeke Law Firm, LLC, and Shelly)
Leeke,)
)
Defendants.)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2018-CP-10-0333

Shelly Leeke Law Firm, LLC,)
)
Plaintiff,)

v.)
)
Brandon Dawson and Miller, Dawson,)
Sigal & Ward, LLC f/k/a/ Dawson)
Law Firm, LLC,)
)
Defendants.)

This matter is before the Court on the motion of Ryan Sigal, Ryan Miller, Jeffrey Ward, Brandon Dawson and Miller, Dawson, Sigal & Ward, LLC, (collectively "MDSW") by and through their undersigned attorneys, for a clarification of this Court's Order Granting Motions to Enforce Settlement issued by the Court on January 22, 2019 (hereinafter the "Order"), which resolved a dispute between the parties regarding the unambiguous terms of a settlement entered at mediation.



“Generally, a trial judge loses jurisdiction over a case when the time to file post-trial motions has elapsed.” *Russell v. Wachovia Bank, N.A.*, 370 S.C. 5, 20, 633 S.E.2d 722, 730 (2006). Likewise, except for the limited purpose of correcting clerical errors, “[a] trial court does not have the power to alter or amend a final order if more than ten days passes and no Rule 59(e) motion has been served, nor does a trial court have any power to grant the moving party an extension of time in which to file a Rule 59(e) motion.” *Overland, Inc. v. Nance*, 423 S.C. 253, 256-57, 815 S.E.2d 431, 433 (2018). “The failure to serve a Rule 59(e) motion within ten days of receipt of entry of the order converts the order into a final judgment, and the aggrieved party’s only recourse is to file a notice of intent to appeal.” *Id.*

Here, while MDSW’s motion is titled a “Motion for Clarification,” it nonetheless seeks to alter or amend the Court’s January 22, 2019 Order, and thus is treated as a Rule 59(e) motion. Since the motion was not served within the applicable timeframe, the Court no longer has any power to alter or amend the January 22, 2019 Order. For these reasons, MDSW’s Motion for Clarification is hereby denied.

IT IS SO ORDERED.

The Honorable Maite D. Murphy

_____, 2019
Charleston, South Carolina



Dorchester Common Pleas

Case Caption: Ryan Sigal , plaintiff, et al VS Shelly Leeke Law Firm Llc ,
defendant, et al
Case Number: 2018CP1800049
Type: Order/Other

So Ordered

s/ Maite Murphy 2166

IN THE STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CA NO. 2018-CP-18-49

Ryan Sigal, Ryan Miller, and Jeffrey)
Ward,)
)
Plaintiffs,)

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION TO RECONSIDER AND
FOR SANCTIONS**

vs.)

Shelly Leeke Law Firm, LLC, and Shelly)
Leeke,)
)
Defendants.)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2018-CP-10-0333

Shelly Leeke Law Firm, LLC,)
)
Plaintiff,)

v.)

Brandon Dawson and Miller, Dawson,)
Sigal & Ward, LLC f/k/a/ Dawson)
Law Firm, LLC,)
)
Defendants.)

YOU WILL PLEASE TAKE NOTICE that Ryan Sigal, Ryan Miller, Jeffrey Ward, Brandon Dawson and Miller, Dawson, Sigal & Ward, LLC, (collectively "MDSW") by and through their undersigned attorneys, hereby move the Court to reconsider its Order of February 22, 2019 (hereinafter "Order Denying Motion for Clarification") denying MDSW's Motion to Clarify this Court's prior Order Granting Motions to Enforce Settlement issued by the Court on January 22, 2019 (hereinafter the "Order Enforcing Settlement").



The Court denied the Motion for Clarification on the grounds that it was actually a motion to amend governed by Rule 59(e), SCRCP, and it was filed more than ten days after the Order Enforcing Settlement was filed. The Order Denying Motion for Clarification correctly noted that the prior Order Enforcing Settlement was filed on January 22, 2019. Oddly, the Order failed to mention the date that the purportedly late Motion for Clarification was filed. MDSW's Motion for Clarification was in fact filed on February 1, 2019. Motion for Clarification, Exhibit No. 1. February 1, 2019 is the tenth day after the Order Enforcing Settlement was filed on January 22, 2019.¹ Accordingly, the Motion was timely filed.

It would appear that the Order Denying Motion for Clarification was prepared by counsel for Defendant Shelly Leeke Law Firm, LLC ("Leeke") but was not shared with counsel for MDSW. This would explain why it did not even mention the fact that the MDSW Motion was in fact filed on February 1, 2019. The Court's confusion on this issue was most likely created by Leeke's Memorandum in Opposition to the Motion to Clarify, which falsely stated that the MDSW Motion was not filed on February 1:

Had Pierce Sloan or their clients wanted to ask to reconsider the order, they could have done so through Friday, February 1, 2019. They did not do so.

Leeke Memorandum in Opposition to Motion to Clarify (filed February 4, 2019), Page 2. So, Leeke has admitted that MDSW had until February 1, 2019, but then falsely stated that it had not done so.

¹ And just so it is clear, the day the Order was filed, January 22, is not counted. Rule 6(a), SCRCP ("In computing any period of time prescribed or allowed by these rules, by order of court, or by any applicable statute, **the day of the act, event, or default after which the designated period of time begins to run is not to be included.**"). Starting the ten day count with January 23 as day one means the deadline to file a motion under Rule 59(e) is February 1, the day MDSW filed its motion. Leeke's counsel admitted in her Memorandum in Opposition to the Motion to Clarify that any motion under Rule 59(e) was due on February 1, 2019. Leeke Memorandum in Opposition to Motion to Clarify (filed February 4, 2019), Page 2.

Because MDSW's Motion was timely filed, MDSW would ask that the Court Reconsider its Order Denying the Motion for Clarification and rule on the substance of MDSW's Motion, namely that payment of the settlement funds results in a release of all liens that SLLF might hold.

In addition, MDSW would ask the Court to impose sanctions against SLLF for misrepresenting the date that MDSW filed its Motion for Clarification, thus creating this current round of briefing. Under Rule 11(a), SCRCP, a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. Ex parte Gregory, 378 S.C. 430, 437–38, 663 S.E.2d 46, 50 (2008); Runyon v. Wright, 322 S.C. 15, 471 S.E.2d 160 (1996). The party and/or attorney may also be sanctioned for filing a pleading, motion, or other paper in bad faith whether or not there is good ground to support it. Id. The sanction may include an order to pay the reasonable costs and attorney fees incurred by the party or parties defending against the frivolous action or action brought in bad faith, a reasonable fine to be paid to the court, or a directive of a nonmonetary nature designed to deter the party or the party's attorney from bringing any future frivolous action or action in bad faith. Id. Further, if appropriate under the facts of the case, the court may order a party and/or the party's attorney to pay a reasonable monetary penalty to the party or parties defending against the frivolous action or action brought in bad faith. Id. Clearly, a false statement of fact, particularly a fact like the date of a filing of a motion, which is easily determined, is subject to sanctions. Accordingly, MDSW would ask for an award of sanctions for the fees and costs expended in correcting the false record created by SLLF and its counsel.

Respectfully submitted,

Attorneys for Plaintiffs MDSW

s/ Joseph C. Wilson, IV

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March 1, 2019
Charleston, South Carolina

IN THE STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

Ryan Sigal, Ryan Miller, and Jeffrey)
Ward,)
)
Plaintiffs,)

vs.)

Shelly Leeke Law Firm, LLC, and Shelly)
Leeke,)
)
Defendants.)

_____)

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

Shelly Leeke Law Firm, LLC,)
)
Plaintiff,)

v.)

Brandon Dawson and Miller, Dawson,)
Sigal & Ward, LLC f/k/a/ Dawson)
Law Firm, LLC,)
)
Defendants.)

_____)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CA NO. 2018-CP-18-49

**PLAINTIFFS' NOTICE OF MOTION
AND MOTION TO CLARIFY
ORDER**

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2018-CP-10-0333

YOU WILL PLEASE TAKE NOTICE that Ryan Sigal, Ryan Miller, Jeffrey Ward, Brandon Dawson and Miller, Dawson, Sigal & Ward, LLC, (collectively "MDSW") by and through their undersigned attorneys, hereby move for a clarification of this Court's Order Granting Motions to Enforce Settlement issued by the Court on January 22, 2019 (hereinafter the "Order").

The Order resolved a dispute between the parties regarding the terms of a settlement entered at mediation. Relevant to this motion, the Court determined that the attorneys' fees derived from all funds received by the parties prior to July 17, 2018, even if that receipt was not part of a

finalized settlement, would be treated as a “settled case,” and, in accord with the parties’ agreement, the disputed fees would on those settled cases would be spilt 60/40 in favor of the Leeke parties. This motion is not seeking to reverse or amend that ruling, but to clarify an unusual interpretation that SLLF’s counsel has adopted following the ruling.

The split of attorneys’ fees ordered by the Court included fees derived from the matter referenced as the “D Family.” Pierce Sloan referred the handling of the liability portion of the D Family cases to Plaintiff Ryan Miller while he was an associate at SLLF in exchange for half the fee owed on any recovery in that matter. In other words, Miller, on behalf of SLLF, and Pierce Sloan agreed to split the fees on the D Family matters 50/50.

When Plaintiff Miller left SLLF, the D Family opted to leave with him. Their liability claims were settled, but 50% of the fees in the D Family matter are subject to SLLF’s lien. SLLF has not and cannot claim a lien on the fees owed to Pierce Sloan. Pierce Sloan referred the D Family matter to SLLF based on a 50/50 split. Pierce Sloan’s 50% share of the fees has never been in question, and SLLF has never had a lien on Pierce Sloan’s share of the fees. Indeed, Pierce Sloan is not even a party to this litigation. In other words, the only D Family attorneys’ fees in dispute are the 50% owed to MDSW, and that is the only portion of fees that SLLF has a potential lien against.

Despite the fact that it does not have a lien on Pierce Sloan’s fees and despite the fact that Pierce Sloan is not a party to this matter, counsel for SLLF demanded that Pierce Sloan remit 60% of **Pierce Sloan’s** fees in the D Family matters to SLLF:

- C. Please advise with whom I should communicate at Pierce Sloan regarding the 60% attorney fees due from Pierce Sloan to SLLF on the [D Family] cases.

Ballard Email, Exhibit No. 1.

For the purposes of this request for clarification, MDSW is **not** disputing the Court's ruling that the D Family matter should be treated as a "settlement" and fees owed to MDSW should be split 60/40 with SLLF. However, the attorneys' fees that were in dispute, and the only attorneys' fees that SLLF has a conceivable lien against, are the 50% of the D Family fee due to SLLF and/or MDSW. Neither SLLF, nor MDSW for that matter, has a lien on the 50% of the fees due to Pierce Sloan under any conceivable legal theory. The parties' settlement and the Court's decision was clearly meant to only disburse fees due to MDSW on which SLLF had a lien and was not intended to reach outside of that lien and require Pierce Sloan, a non-party to this hearing, to give up 60% of its fee to SLLF. Both the mediation settlement and the Court's interpretation of same clearly address only the fees in dispute between SLLF and MDSW. Neither the settlement nor the Order have anything to do with fees owed to referring third party law firms that are not part of the pending lawsuits. SLLF has not claimed that the Court's Order requires other referring law firms to pay back to SLLF fees earned on cases. Rather, SLLF and its attorneys are clearly just using this particular situation to harass opposing counsel and continue churning every last cent of fees out of this matter, regardless of whether the claims make any sense or not.

Based on the foregoing, MDSW would simply request that the Court clarify that its Order, and the settlement entered between SLLF and MDSW, only concerns attorneys' fees that SLLF has a lien on and that were in dispute between SLLF and MDSW. Neither the Order nor the settlement purports to grant SLLF (or MDSW for that matter) fees owed to third party referring law firms, including Pierce Sloan, that are not parties to this matter and whose fee splits have never been in dispute.

Respectfully submitted,

Attorneys for Plaintiffs MDSW

s/ Joseph C. Wilson, IV
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February 1, 2019
Charleston, South Carolina

IN THE STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL CIRCUIT
CA NO. 2018-CP-18-49

Ryan Sigal, Ryan Miller, and Jeffrey)
Ward,)
)
Plaintiffs,)

**ORDER GRANTING MOTION
TO RECONSIDER**

vs.)

Shelly Leeke Law Firm, LLC, and Shelly)
Leeke,)
)
Defendants.)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO.: 2018-CP-10-0333

Shelly Leeke Law Firm, LLC,)
)
Plaintiff,)

v.)

Brandon Dawson and Miller, Dawson,)
Sigal & Ward, LLC f/k/a/ Dawson)
Law Firm, LLC,)
)
Defendants.)

This matter is before the Court on the motion of Ryan Sigal, Ryan Miller, Jeffrey Ward, Brandon Dawson and Miller, Dawson, Sigal & Ward, LLC, (collectively "MDSW") by and through their undersigned attorneys, for reconsideration of its Order of February 22, 2019 (hereinafter "Order Denying Motion for Clarification"), which denied MDSW's Motion to Clarify this Court's prior Order Granting Motions to Enforce Settlement issued by this Court on January 22, 2019 (hereinafter "Order Enforcing Settlement").



As correctly stated by MDSW, the Motion for Clarification was filed exactly ten days after the Order Enforcing Settlement in accordance with Rule 59, SCRPC. Due to a miscalculation, this Court erroneously found that the Motion for Clarification was not timely filed. Since this Court now finds that MDSW's Motion for Clarification was timely filed, this Court now reconsiders its Order Denying Motion for Clarification and addresses the substantive issues that were raised in MDSW's Motion for Clarification.

In its Motion for Clarification, MDSW argued that pursuant to the Order Enforcing Settlement, SLLF had claimed a 60% lien on fees earned by a third party who referred a matter to Miller while he was an associate at SLLF. To be clear, a lien is not a mechanism to cancel or alter an agreement between the parties. Further, this Court finds that the only lien that SLLF can claim is on fees earned by MDSW, not any fees earned by a third party who was not a party to the present litigation.

IT IS SO ORDERED!

The Honorable Maite D. Murphy

_____, 2019
Charleston, South Carolina



Dorchester Common Pleas

Case Caption: Ryan Sigal , plaintiff, et al VS Shelly Leeke Law Firm Llc ,
defendant, et al

Case Number: 2018CP1800049

Type: Order/Other

So Ordered

s/ Maite Murphy 2166

PIERCE | SLOAN

WILSON KENNEDY & EARLY LLC

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KATIE L. MILLER
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■ MEMBER SC & VA BAR

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ALLAN P. SLOAN, III *◆
JOSEPH C. WILSON, IV †
JAMES G. KENNEDY
WILLIAM P. EARLY ●
SONALY K. HENDRICKS ◆

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◆ CERTIFIED SC CIRCUIT
COURT MEDIATOR
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◆ SPECIAL COUNSEL
● MEMBER SC & TN BAR

Direct Dial: (843) 725-7701
Email: sherrymanning@piercesloan.com

March 8, 2019

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

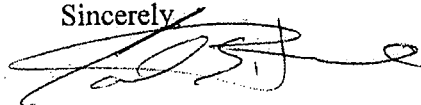
Re: *Ryan Sigal, Ryan Miller, and Jeffrey Ward v. Shelly Leeke Law Firm, LLC and Shelly Leeke*
C/A No.: 2018-CP-18-00049 (Dorchester Co.)
C/A No.: 2018-CP-10-00333 (Charleston Co.)
Court of Appeals File No. 2019-00349
PSWKE File No.: P2917.00

Dear Ms. Kitchings:

We would like to withdraw the Notice of Appeal that was recently filed in the above-referenced matter, due to the fact that the trial court granted a motion to reconsider this week, thereby negating the need for this appeal at this time.

If you need anything further, or have any questions, please do not hesitate to contact me.

Sincerely,



Carl E. Pierce, II

CEP/sdm

cc: The Honorable Cheryl Graham, Dorchester Co. Clerk of Court
The Honorable Julie Armstrong, Charleston Co. Clerk of Court
M. Dawes Cooke, Jr., Esq.
Justin Novak, Esq.
Desa Ballard, Esq.



THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY AND CHARLESTON COUNTY
Court of Common Pleas
Maite D. Murphy, Circuit Court Judge

Case Nos. 2018-CP-18-00049 and 2018-CP-10-0333
Appellate Case No. 2019-000349

RECEIVED
MAY 28 2019
SC Court of Appeals

Ryan Sigal, Ryan Miller, and Jeffrey Ward,Appellants,

v.

Shelly Leeke Law Firm, LLC, and Shelly Leeke,.....Respondents.

and

Shelly Leeke Law Firm, LLC,.....Respondent,

v.

Brandon Dawson and Miller, Dawson, Sigal and Ward, LLC f/k/a
Dawson Law Firm, LLC,Appellants.

PROOF OF SERVICE

I certify that I have served copies of the Appellants' Return to Respondents' Motion for Costs by depositing copies of same in the United States Mail, postage prepaid, on May 24, 2019, addressed to the respective attorneys of record and Clerks of Court:

M. Dawes Cooke, Jr., SC Bar #1376 Justin Novak, SC Bar #79922 Barnwell Whaley Patterson & Helms, LLC PO Drawer H Charleston, SC 29402-0197 Phone: (843) 577-7700	The Honorable Cheryl Graham Dorchester County Clerk of Court 5200 E. Jim Bilton Blvd. St. George, SC 29477 Phone: (843) 563-0160
---	--

<p>mdc@barnwell-whaley.com jnovak@barnwell-whaley.com</p> <p>Desa Ballard, SC Bar #498 Ballard & Watson, Attorneys at Law PO Box 6338 West Columbia, SC 29171-6338 Phone: (803) 796-9299 desab@desaballard.com</p> <p><i>Attorneys for Respondents</i></p>	
<p>The Honorable Julie J. Armstrong Charleston County Clerk of Court 100 Broad St., Ste. 106 Charleston, SC 29401-2258 Phone: (843) 958-5000</p>	



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May 24, 2019
Charleston, South Carolina

PIERCE | SLOAN

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■ MEMBER SC & VA BAR

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JOSEPH C. WILSON, IV †❖
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WILLIAM P. EARLY ●
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† MEMBER SC, FL & GA BAR
❖ OF COUNSEL
● MEMBER SC & TN BAR

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May 24, 2019

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

RECEIVED
MAY 28 2019
SC Court of Appeals

Re: *Ryan Sigal, Ryan Miller, and Jeffrey Ward v. Shelly Leeke Law Firm, LLC and Shelly Leeke*
C/A No.: 2018-CP-18-00049 (Dorchester Co.)
C/A No.: 2018-CP-10-00333 (Charleston Co.)
PSWKE File No.: P2917.00

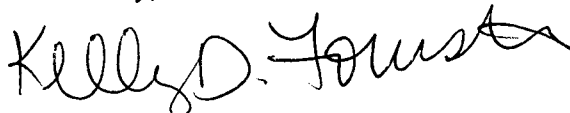
Dear Ms. Kitchings:

Enclosed please find the original and seven (7) copies of the Appellants' Return to Respondents' Motion for Costs in the above referenced matter. Please file the original with the Court and return a clocked-in copy to our office via the enclosed envelope.

Please feel free to contact me with any questions or concerns you may have.

With kind regards,

Sincerely,

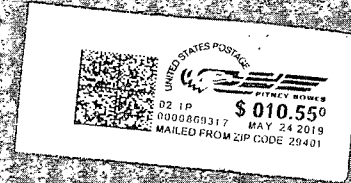


Kelly D. Forrester
Paralegal to Joseph C. Wilson, IV

JCW/dfi

cc: M. Dawes Cooke, Jr., Esq.
Justin Novak, Esq.
Desa Ballard, Esq.

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The Honorable Jenny Abbott Kitchings
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1220 Senate St.
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