

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

RECEIVED
AUG 21 2019
SC Court of Appeals

The Honorable Deadra L. Jefferson, Circuit Court Judge

Case No.: 2018-CP-08-00817

Ronald L. Jones and Gayle Langley Jones, Thomas Huguenin Gaillard, as Trustee of The Thomas Huguenin Gaillard Revocable Trust, Dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of The Thomas W. Cone, Jr. Revocable Trust, Dated April 3, 2007, Respondents,

v.

Rogers Townsend & Thomas, P.C.; Lisa Hostetler; Alexander C. Peabody; and Peabody & Associates, Inc., Defendants,

Of Which Rogers Townsend & Thomas, P.C. and Lisa Hostetler are Appellants.

MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF
RESPONDENTS' THOMAS HUGUENIN GAILLARD, AS TRUSTEE OF THE
THOMAS HUGUENIN GAILLARD REVOCABLE TRUST, DATED APRIL 3, 2007,
AND THOMAS W. CONE, JR., AS TRUSTEE OF THE THOMAS W. CONE, JR.,
REVOCABLE TRUST, DATED APRIL 3, 2007, MOTION TO DISMISS APPEAL

As further set forth below, Respondent Thomas W. Cone, as trustee for the Thomas W. Cone Revocable Trust, and Respondent Thomas Huguenin Gaillard, as trustee for the Thomas Huguenin Gaillard Revocable Trust, move to dismiss the appeal by Appellants Rogers Townsend & Thomas, P.C., and Lisa Hostetler of the order of the Honorable Deadra L. Jefferson granting Respondents' motion to be dismissed as involuntary plaintiffs

in the action pursuant to Rule 21, SCRCP, and her order denying Appellants' motion seeking reconsideration of that ruling. The grounds for said dismissal are that said orders are not immediately appealable pursuant to South Carolina Code of Laws Anno. §§ 14-3-330(1)-(4).

I. FACTUAL BACKGROUND

The underlying case in this appeal involves a claim of negligence asserted by Plaintiffs Gaye and Ronald Jones (hereinafter, "Jones") against their closing attorney, Lisa Hostetler, and her law firm, Rogers Townsend & Thomas, P.C., (hereinafter, "Appellants") for failing to advise them of the existence of an easement on their waterfront residential property.¹ See Complaint, ¶¶ 9-24, Vol. I, Exhibit 1, to the Affidavit of J. Jay Hulst. When Jones purchased the property in 2010, Appellants certified title and served as the settlement agent for the conveyance. *See id.*

The easement at issue, recorded on April 4, 2006, grants four neighboring properties the right of access to a 25-foot wide strip that extends around the perimeter of Jones' property. *See* 2006 Easement, Vol. I, Exhibit 2, to Hulst Affidavit. Respondents own one of those four properties—Lot 6A—situated just north of Jones' property.

In their answer, Appellants admitted the terms of the 2006 easement, that the easement was not disclosed to Jones prior to closing, and that the survey prepared for Jones

¹ Jones also sued their surveyor, Alexander C. Peabody and his company, Alexander Peabody & Associates, Inc. Peabody stipulated to the dismissal of Respondents from the case and did not participate in the motion at issue in this appeal.

should have shown the easement. *See* Appellants' Answer, ¶¶ 10, 11, 13, Vol. I, Exhibit 3, to Hulst Affidavit.

In addition to answering the complaint, Appellants moved for an order adding Respondents as parties pursuant to Rule 19(a), SCRC. *See* Appellants' Motion to Add a Party (Rule 19(a)) and Memorandum in Support, Vol. I, Exhibit 4, to Hulst Affidavit. Appellants argued that Respondents, as dominant estate holders under the easement, were proper parties to assert and defend the 2006 easement. Hulst Affidavit, Vol. I, Exhibit 4, p. 2. Appellants further argued that the easement was somehow invalid or that the Respondents had waived or were estopped from asserting rights under the easement. *Id.* Appellants contended that the Respondents were necessary parties to the action because, if it prevailed on its defenses, Respondents would not be bound by any adverse ruling regarding the validity of the easement. *Id.* More specifically, Appellants theorized:

If the unbound dominant property owner asserts rights in the easement over the Jones property, Jones may bring an action against the title insurer to defend Jones or enter suit against the alleged dominant estate holder, which could lead to additional actions against Movant, unless completer [sic] is not afforded here.²

Id.

Appellants' motion was heard by the Honorable Perry M. Buckner on August 6, 2018. At the hearing, Appellants essentially reiterated the arguments from their motion:

Mr. Powell: And the problem is, Your Honor, and I would submit that here, if, for example, we win, say we win, this lawsuit, that there is no easement, well, the dominant estate owner is not a party. And he should be made a party in order to, whatever the result, to bind him

² Presumably, Appellant meant "unless complete relief is afforded here."

to the result. If he doesn't care, he doesn't care. But at least he's bound by the result.

The Court: Which is exactly what you believe is the reason for Rule 19?

Mr. Powell: Yes sir.

The Court: Because complete relief can't be given absent the joinder?

Mr. Powell: Yes sir, or also avoids inconsistent results. If we win and then there is a subsequent action between these two, for whatever reason, and then the dominant stakeholder wins, then you've got inconsistent results. And that's not supposed to be.

Transcript of Record, August 6, 2018, 6:14-7:5, Vol. I, Exhibit 5, to Hulst Affidavit. Judge Buckner's Form 4 order simply states: "The Motion of Rogers, Townsend and Thomas P.C. to Add a Party is GRANTED. The Additional [sic] parties will be made a Plaintiff pursuant to Rule 19, SCRCF." See Form 4 order filed on August 13, 2018, Vol. I, Exhibit 6, to Hulst Affidavit.

Seven months later, on March 15, 2019, Jones and the Respondents entered into an "Access, Maintenance and Joint Dock Use Agreement" (hereinafter, "the Agreement"). A copy of the Agreement is attached hereto, Vol. I, Exhibit 7, to Hulst Affidavit. The Agreement terminates the 2006 easement at issue in the case—identified therein as the "Old Purported Easement"—and expressly states that Respondents:

...remit, quitclaim, terminate, cancel, and forever release unto Jones, her heirs and assigns, all of [their] right, title and interest, if any, in and to the Old Purported Easement....

See Vol. I, Exhibit 7, ¶6. The Agreement was recorded with the Berkeley County Register of Deeds Office on March 22, 2019, and forwarded to counsel for Appellants by email that

same afternoon along with a request that counsel stipulate to a dismissal of the Respondents from the action based on the termination of the 2006 easement. *See* Vol. I, Exhibit 8, to Hulst Affidavit.

In response to Respondent's inquiries regarding Appellants' delay in consenting to their request for a dismissal, Appellants' attorney offered the following explanation:

The issues in a case are framed by the pleadings. The subject post pleading document signed by the plaintiffs a most [sic] relate to but do not discard matters in the pleadings. If your clients would be willing to admit by affidavit and a request to admit that upon reflections since the suit was filed they now realize that prior to the document executed this month they had no easement across the Ms. Jones [sic] property then we may have something to talk about. This would indeed shorten the duration of their depositions and greatly improve their exit from the case. I'm certain that a fine lawyer such as yourself is aware of all the various arguments in the case so you need no sermon for [sic] me on the matter. Let me know. Best,
Warren

See email from Warren Powell dated March 28, 2019, Vol. I, Exhibit 9, to Hulst Affidavit.

On March 29, 2018, the morning after receipt of the above email, Respondents filed a motion for nonjoinder pursuant to Rule 21, SCRPC.³ *See* Respondents' Motion for Nonjoinder Pursuant to Rule 21, SCRPC, Vol. I, Exhibit 10, to Hulst Affidavit. Apparently realizing that the original grounds for keeping Respondents in the case no longer existed, Appellants attempted to shore up their position by filing a motion to amend its answer to add a claim for declaratory relief against Jones and Respondents, claiming that:

³ Respondents' motion for "nonjoinder" is probably a misnomer. The term typically refers to the failure to join a necessary party. Rule 21 SCRPC does not define the term and only references "nonjoinder" in its title. In any event, Respondents' motion sought to have the Court drop from the case as explicitly provided for under Rule 21 SCRPC.

“... the controversy exists as to the nature of the deeds and other instruments and how they relate to the alleged easement at issue and the Court can determine the nature under the Declaratory Judgment Act....

See Appellants’ Motion to Amend Answer, Vol. I, Exhibit 11, to Hulst Affidavit. Appellants subsequently filed a supplemental memorandum opposing the Trustees’ motion for nonjoinder and supporting its motion to amend its answer on May 3, 2019. *See* Appellants’ Supplemental Memorandum, Vol. I, Exhibit 12, to Hulst Affidavit.

Respondents’ motion for nonjoinder and Appellants’ motion to amend were both heard on May 7, 2019. After extensive colloquy, The Honorable Deadra L. Jefferson indicated that she was inclined to grant Appellants’ request to amend their answer to add a claim for declaratory relief:

The Court: The standard is notice and lack of opportunity to defend. I think he is entitled to amend it. Now, whether it has any validity, that’s another day.

Mr. Maring: That’s fine, Your Honor.

The Court: Yeah. I think he is entitled to the amendment, the other issue becomes, though, the non-joinder, and I need to hear from Mr. Hulst and then from Mr. Maring and then I will hear from Mr. Powell.

See Transcript of Record, 24:6-13, Vol. II, Exhibit 13, to Hulst Affidavit. Regarding Respondents’ motion for non-joinder:

The Court: So your saying, pursuant to Rule 21 they’re not—and Rule 19 they’re not necessary for this case to be adjudicated?

Mr. Hulst: They are not necessary based on—

The Court: Any you have eliminated their need to be a part of it because you all have basically dealt with this impediment by drafting a new easement and filing it?

Mr. Hulst: That's exactly right.

Vol. II, Exhibit 13, Transcript, 26:18-24. Appellants' counsel disagreed:

Mr. Powell: All we seek from Mr. Hulst's client—and the reason his clients need to be in the case—is a declaration as to the validity of the easement, because—because he was the recipient of the 2006 easement; whether or not he continues to have any interest in it is of no moment as far as the declaratory judgment is concerned. That the Court can resolve, and he would be bound by it through the declaratory judgment, and that would be that. Your Honor is right in that respect. It won't affect them as to the status of the—

The Court: I don't even know that you need a dec action for that purpose—to propound that defense.

Mr. Powell: Well, Your Honor, that is the way we have it framed. If—if later it—if they want to claim that it's inappropriate they can move as Your Honor—

The Court: I suspect they're going to and I don't know how that is going to turn out, but I don't know that you necessarily need that to advance your defense.⁴

Mr. Powell: Well—

The Court: I assume you have experts.

Mr. Powell: It is—it is necessary, Your Honor. It would be necessary to include that, because what that would do would—it would forever resolve the validity of the '06 easement. If the Court say that the '06 easement is not good then—

The Court: I don't know—

Mr. Powell: —this case is over.

⁴ Indeed, Plaintiff Jones filed a motion to dismiss Appellants' declaratory relief claim on June 5, 2018. The motion was scheduled to be heard on July 15, 2019 but was stayed by this appeal.

Vol. II, Exhibit 13, Transcript, 35:10-36:8. Further argument from Appellants' counsel included rank speculation that Jones and Respondent conspired to pursue this malpractice action against his clients because "they want this money to help build the dock," reiterating his "offer" that Respondents would be allowed out of the case if they would only admit that the 2006 easement is invalid, and a misguided attempt to apply the provisions of permissive joinder under Rule 20, SCRCF, to Respondents' motion for relief under Rule 21, SCRCF. *See* Vol. II, Exhibit 13, Transcript, 37:7-40:13.

After listening to extended argument, Judge Jefferson started to wrap up the hearing:

The Court: They don't claim an interest. They have resolved it.

Mr. Powell: But they—no, they claim in this suit, or outside this suit they claim the right to traverse the property.

The Court: They have the right to traverse it, because they have entered into an agreement to do so.

Mr. Powell: That—that may be, but Ms. Jones sues us for that. She seeks damages for us for something she agreed to do.

The Court: She says y'all made that her only option. People are going to get ingress/egress on property.

Mr. Powell: And that's the issue, Your Honor. You put your finger on it, because if the 2006 easement is not valid, she did not have to do it. She didn't have to do it at all.

The Court: You can still litigate that. I don't think there's anything that precludes you from litigating that as a defense.

The Court: The order will be issued today. I'm going to think about the non-joinder for a few minutes, but I'm inclined to grant it. Yes, sir.

The Court: Okay. I'm going to think about the second one a little bit. The motion to amend has already been granted, and I'll do an order regarding that shortly. I'm going to think about this other one a little bit, but like I said, I don't think they're indispensable to resolve this. I think you can pursue your defense without them; however you need to make them available. He shouldn't have to go through a bunch of hoops to depose them, and he shouldn't have a bunch of preconditions about deposing them. You need to make them available, and y'all need to consider, it here are no motions filed regarding the DJ action--let's just jump ahead. Once motions are filed—

Vol. II, Exhibit 13, Transcript, 39:25-40;13; 40:25-41:1; 41:16-24. However, Appellants' counsel was not finished:

Mr. Powell: I would like to depose the trustees as parties.

The Court: I don't know that it matters one way or the other. The fact witnesses either way. I don't know that it makes any appreciable difference whether they're parties or non-parties. It's about their factual knowledge of the issues.

Mr. Powell: Yes ma'am, but—

The Court: And frankly, I don't know that it matters.

Mr. Powell: Well see, it matters this way: If they're parties, when we go to trial I don't have to subpoena them. I won't be able to use the depositions at trial.

Vol. II, Exhibit 13, Transcript, 42:22-43:4. So, at the end of the day, Appellants' rationale for keeping Respondents in the case was because it would be more convenient for them procedurally in the event that this case ever makes it to trial.

On May 9, 2019, Judge Jefferson issued a Form 4 Order dismissing Respondents from the action. *See* Form 4 Order, Vol. II, Exhibit 14, to Hulst Affidavit. A Form 4 Order

granting Appellant's motion to amend was filed shortly thereafter. On May 20, 2019, Appellants moved for reconsideration of the order granting Respondent's motion. See Appellants' Motion for Reconsideration or to Alter or Amend, Vol. II, Exhibit 15, to Hulst Affidavit. Respondents in turn filed an opposition to Appellants' motion for reconsideration on May 29, 2019. See Respondents' Opposition to Motion for Reconsideration and to Alter or Amend, Vol. II, Exhibit 16, to Hulst Affidavit. On June 26, 2019, Judge Jefferson issued an order denying Appellant's motion for reconsideration. See Order Denying Appellants' Motion to Alter or Amend Judgment, Vol. II, Exhibit 17 to Hulst Affidavit.

On July 12, 2018, Appellants filed notice of this appeal seeking review of Judge Jefferson's order dismissing Respondents from the case as well as her order denying Appellants' motion seeking reconsideration of that ruling.

II. THE ORDERS ON APPEAL ARE NOT IMMEDIATELY APPEALABLE.

The right to appeal arises from, and is controlled by, statutory law. *Charlotte Mecklinburg Hosp. Auth. v. S.C. Dept. of Health & Envtl. Control*, 387 S.C. 265, 692 S.E.2d 894,894-895 (2010). The determination of whether a party may immediately appeal an order issued before or during trial is governed primarily by S.C. Code Ann. § 14-3-330 (1976 & Supp.2003). An order generally must fall into one of several categories set forth in that statute in order to be immediately appealable. *Hagood v. Sommerville*, 362 S.C. 191, 195, 607 S.E.2d 707 (S.C., 2005). Those categories are as follows:

- (1) Any intermediate judgment, order or decree in a law case involving the merits in actions commenced in the court of common pleas and general

sessions, brought there by original process or removed there from any inferior court or jurisdiction, and final judgments in such actions; provided, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affecting the judgment not before appealed from;

- (2) An order affecting a substantial right made in an action when such order (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action, (b) grants or refuses a new trial or (c) strikes out an answer or any part thereof or any pleading in any action;
- (3) A final order affecting a substantial right made in any special proceeding or upon a summary application in any action after judgment; and
- (4) An interlocutory order or decree in a court of common pleas granting, continuing, modifying, or refusing an injunction or granting, continuing, modifying, or refusing the appointment of a receiver.

S.C. Code of Laws Anno. §14-3-330(1)-(4).

Judge Jefferson's order granting Respondents' motion and dismissing them as involuntary plaintiffs in the case is not an intermediate judgment or a final judgment involving the merits of the case. Accordingly, section 14-3-330(1) does not provide any grounds for this appeal. Likewise, the orders were not issued in a special proceeding or on summary application after judgment and thus section 14-3-330(3) provides no grounds for this appeal. Further, the orders clearly do not continue, modify, or refuse an injunction, nor do they grant, continue, modify or refuse the appointment of a receiver. As such, section 14-3-330(4) does not provide any grounds for this appeal.

The only remaining ground under section 14-3-330 is subsection (2), which authorizes appeals of orders affecting a substantial right. Pursuant to section 14-3-330(2), an order affects a substantial right and is immediately appealable when it

- (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action,
- (b) grants or refuses a new trial or
- (c) strikes out an answer or any part thereof or any pleading in any action.

See S.C. Code of Laws Anno., section 14-3-330(2).

An order which does not finally end a case or prevent a final judgment from which a party may seek appellate review usually is considered an interlocutory order from which no immediate appeal is allowed. *Hagood, supra, citing Tatnall v. Gardner*, 350 S.C. 135, 138, 564 S.E.2d 377, 379 (Ct. App. 2002).

The provisions of Section 14-3-330, including subsection (2), have been narrowly construed and immediate appeal of various orders issued before or during trial generally has not been allowed. Piecemeal appeals should be avoided and most errors can be corrected by the remedy of a new trial.

Hagood, at 196 (internal citations omitted).

Appellants have no basis for appealing Judge Jefferson's order under section 14-3-330(2)(a). Judge Jefferson's order dismissing Respondents as involuntary plaintiffs does not determine the action nor does it prevent a judgment from which an appeal might be taken. Her order does not discontinue the action. Based on the recorded Agreement between Jones and Respondents which cancelled and terminated the 2006 easement—i.e., “the old purported easement”—Judge Jefferson merely determined that Respondents were

no longer indispensable/necessary parties because they no longer had any interest in the easement that is at issue in the case. *See* Form 4 Order dated May 9, 2019, Vol. II, Exhibit 14, to Hulst Affidavit; Agreement, Vol. I, Exhibit 7 to Hulst Affidavit. “Parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the proceeding and on such terms are just.” Rule 21, SCRCP. Judge Jefferson’s ruling dropping Respondents from the case does not affect any substantial right of Appellants. Further, Judge Jefferson’s order dismissing Respondents does not grant or refuse a new trial in this case nor does it strike out any answer or any part thereof or any pleading in this action. Appellants have no basis to appeal Judge Jefferson’s order under section 14-3-330(2)(a), 2(b) or (2)(c) and, accordingly, this appeal should be dismissed.

Appellants also seek review of Judge Jefferson’s order denying their Rule 59(e), SCRCP, motion for reconsideration and to alter or amend. The purpose of a Rule 59(e) motion is to preserve issues for appellate review. *See I’On, LLC v. Town of Mt. Pleasant*, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000). The grant or denial of a Rule 59(e) motion does not provide an independent vehicle for appeal. Judge Jefferson’s order denying Appellant’s motion for reconsideration does not determine the action nor does it prevent a judgment from which an appeal might be taken nor does it discontinue the action. *See* S.C. Code of Laws Anno, Section 14-3-330(2)(a). On the contrary, Judge Jefferson specifically stated in her order denying Appellants’ motion for reconsideration:

Further, the Court would note as it did in the original Order that nothing in this ruling has a preclusive effect on the Defendants pursuing any of its causes of action or defenses.

Hulst Affidavit, Vol. II, Exhibit 17, pp. 2-3. Neither does her ruling grant or refuse a new trial nor does it strike out any answer or any part thereof or any pleading. *See* S.C. Code of Laws Anno. §§ 14-3-330(2)(b) and (c). Her denial of Appellants' motion for reconsideration does not affect any substantial right of Appellants and, again, their attempted appeal of the order should be dismissed.

There appear to be no South Carolina cases directly addressing whether an order dismissing an involuntary plaintiff is immediately appealable. Generally, Appellants would not have the right to immediately appeal the denial of a motion to join a party pursuant to Rule 19(a), SCRCF, or the denial of a motion to dismiss for failure to join a party pursuant to Rule 12(b)(7), SCRCF. *See* Jean Hoefer Toal, et al., *Appellate Practice in South Carolina*, (3d ed.) p. 149. The effect of Judge Jefferson's ruling here is essentially the same. Similarly, an order adding a third party defendant is not immediately appealable. *See* *Edgefield Cnty. Hosp. Trs. v. Cannon Constr. & Supply Co.*, 273 S.C. 500, 257 E.E.2d 501 (1979); *Lake City Dev. Corp. v. Gilbert Construction Co.*, 283 S.C. 10, 320 S.E. 2d 494. (Ct. App. 1984). *See also* *Duncan v. Gov't Emps. Ins. Co.*, 331 S.C. 484, 449 S.E.2d 580 (1994) (Order granting a motion to intervene is not immediately appealable); *Baldwin Constr. Co. v. Graham*, 357 S.C. 227, 230, 593 S.E.2d 146 (2004) (Order permitting the amendment of a pleading is generally not immediately appealable). The orders at issue certainly do not establish the law of the case and the validity and effect of the 2006 easements can presumably be raised again at a later stage of the proceedings. *See* *Ballenger v. Bowen*, 443 S.E.2d 379, 380, 313 S.C. 476 (1994); *McLendon v. South Carolina Dept.*


of Highways and Public Transp., 443 S.E.2d 539, 540, 313 S.C. 525 (S.C., 1994).

Therefore, Appellants appeal of the subject orders should be dismissed.

III. CONCLUSION

Respondents have never asserted any claims or defenses against any parties in this action. Nevertheless, they have been dragged along into this case for over a year now, at great personal expense, for what appears to be nothing more than some perceived procedural advantage for Appellants. Disappointed with Judge Jefferson's ruling, Appellants now propose to punish all other parties to the action while wasting another year appealing what amounts to a side-issue. Based on the foregoing, Respondents respectfully request that the Court dismiss this appeal.

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ATTORNEY FOR RESPONDENTS

Dated: August 21, 2019

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

The Honorable Deadra L. Jefferson, Circuit Court Judge

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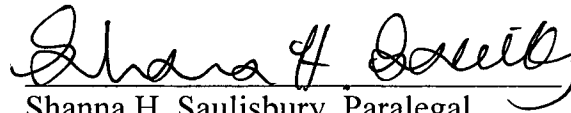
Rogers Townsend & Thomas, P.C.; Lisa Hostetler; Alexander C. Peabody; and Peabody & Associates, Inc., Defendants,

Of Which Rogers Townsend & Thomas, P.C. and Lisa Hostetler are Appellants.

PROOF OF SERVICE

I certify that I have served a copy of Respondents' Thomas Huguenin Gaillard, as Trustee of The Thomas Huguenin Gaillard Revocable Trust, Dated April 3, 2007, and Thomas W. Cone, Jr., as Trustee of The Thomas W. Cone, Jr. Revocable Trust, Dated April 3, 2007, Motion to Dismiss Appeal, Memorandum of Points and Authorities in Support of Motion to Dismiss Appeal, Affidavit of J. Jay Hulst, Esq., in Support of Respondents' Motion to Dismiss Appeal, and Exhibits 1-17 to Affidavit of J. Jay Hulst, Esq., with regard to the above cited matter on all parties by depositing a copy of said Motion, Memorandum and Affidavit in the United States mail, postage prepaid on August 21, 2019, addressed to counsel for Appellant, Warren C. Powell, Jr., Bruner Powell Robbins Wall & Mullins, LLC, Post Office Box 61110, Columbia, South Carolina 29260-1110, and addressed to counsel for Respondents Ronald L. Jones and Gayle Langley Jones, Robert W. Maring, Maring & Moyer, LLC, Post Office Box 478, Georgetown, SC 29442, and on Defendants

Alexander C. Peabody and Peabody & Associates, Inc., Ryan A. Earhart, Earhart Overstreet, LLC, Post Office Box 22528, Charleston, South Carolina 29413.

A handwritten signature in black ink, appearing to read "Shanna H. Saulisbury". The signature is written in a cursive style with a horizontal line underneath the name.

Shanna H. Saulisbury, Paralegal
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WILLIAMS AND HULST, LLC.

ATTORNEYS AT LAW



August 21, 2019

Appellate work
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Real estate
Utility industry related matters
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Wrongful death

VIA HAND DELIVERY

The Honorable Jenny Abbott Kitchings
Clerk of Court SC Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RE: Ronald L. Jones v. Rogers Townsend & Thomas, P.C.
Appellate Case No.: 2019-001140

Dear Ms. Kitchings:

Enclosed for filing is an original and six (6) copies of Respondents' Thomas Huguenin Gaillard and Thomas W. Cone, Jr.'s, Motion to Dismiss Appeal, Memorandum of Points and Authorities in Support of Motion to Dismiss Appeal, Affidavit of J. Jay Hulst, Esq., Volume I containing Exhibits 1-12 to the Affidavit and Volume II containing Exhibits 13-17 to the Affidavit, and a Proof of Service in the above cited action.

Thank you for your assistance.

With kindest regards, I remain

Sincerely,

WILLIAMS AND HULST, LLC

J. Jay Hulst

JJH:shs

Enclosures as stated

cc: Warren C. Powell, Esq.
Robert W. Maring, Esq.
Ryan A. Earhart, Esq.
(Via U.S. mail w/enclosures)

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