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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III, Circuit Court Judge

Case No. 2015-CP-02-02389, Appellate Case No. 2017-002321

Court of Appeals Unpublished Opinion No. 2019-UP-260

Edward Pugh, Appellant.

v.

CB&I AREVA MOX SERVICES, LLC and Global Pundits Technology Consultancy, LLC, Respondents.

APPELLANT'S PETITION FOR REHEARING

Edward W. Pugh
1085 Old Clemson Hwy., Ste. E
Seneca, South Carolina 29672
(864) 723-7251
Appellant, Pro Se

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CERTIFICATE OF COUNSEL

The Plaintiff/Appellant certifies that the Appeal to the Court of Appeals was made on November 8, 2017, and decided July 17, 2019. The Plaintiff/Appellant was laid off from his job with the Defendants on November 28, 2018, and does know if one of the Defendants, CB&I AREVA MOX SERVICES, LLC, is still in existence.

STATEMENT OF THE CASE

A PRIORI

Then Plaintiff Edward Pugh, now Appellant Pro Se, started this Action on October 15, 2015 in Aiken County, alleging declaratory judgement, breach of contract and unpaid wages (unpaid Jobsite Living Expenses).

The reason the Plaintiff/Appellant is in the Court of Appeals is that, according to the lower Courts Order, he did not file a timely objection to the March 2, 2017 Order that denied a Defense motion to enforce an "Agreement to Settle". Several months later, the Defendants filed a motion to compel enforcement and to execute a "Settlement Agreement" in accordance with the express terms of the "Agreement to Settle". That Form 4 Order was prepared by the Defendants at the request of the lower court, and then granted by the lower court.

Plaintiff/Appellant then filed a motion for reconsideration which was denied.

Plaintiff/Appellant asserts that the "Agreement to Settle" is null and void and therefore cannot be enforced through Rule 43(k) SCRCP or case law.

Plaintiff/Appellant asked the Court of Appeals to reverse the lower Courts Orders and declare the "Agreement to Settle" null and void, which is within its power as a matter of interpretation of law, without deference to the lower court, specifically Rule 43(k) SCRCP.

AD PRAESENS TEMPUS

The Court of Appeals, Per Curium, affirmed pursuant to Rule 220(b) and the authorities listed in this Petition for Rehearing.

The Court of Appeals errored in their affirmation. It overlooked the evidence and case law presented by the Plaintiff/Appellant to both courts. It affirmed with a generic case *novus,* *Kinghorn as ex rel. Mildred Ann Kinghorn Tr. v. Sakakini (2019), Rock Smith Chevrolet, Inc. v. Smith (1992)* and cited Rule 43(k), SCRCP.

It is obvious the Plaintiff/Appellant did not file a timely Rule 59(e) to alter or amend the March 2, 2017 Order, that denied a Defense motion to enforce an "Agreement to Settle". This Court of Appeals would not disturb the lower courts findings regarding this "legal technicality", based on the merits of the case.

This Court of Appeals would not use its authority to hold the Defendants accountable for the "legal technicalities" that fail their defense - that of the Plaintiff/Appellant's "Agreement to Settle" being null and void (Exhibit C, p. 1, par. 2.b.i), and the Plaintiff/Appellant's preliminary and tentative "Settlement Agreement" not meeting Rule 43(k), SCRCP – by not having signature of the attorneys and the Defendants (Exhibit B, p. 6).

Supreme Court case law, *Farnsworth v. Davis Heating & Air Conditioning, Inc*, was cited by Plaintiff/Appellant in both courts and disregarded in both courts. This case law spoke specifically to the enforcement of agreements that don't exist.

The Court of Appeals cited *Ashfort Corp. v. Palmetto Construction Group, Inc.*, referring to the requirements of Rule 43(k), SCRCP for the completeness of the Settlement Agreement in

Kinghorn v. Sakakini, (Exhibit A, p. 5) but errored using it in the Plaintiff/Appellant's Appeal.

A portion of the proposed preliminary, tentative and non-compliant Rule 43(k), SCRCP Settlement Agreement cannot be performed because the Plaintiff/Appellant is no longer employed by the Defendants. Since only complete Settlement Agreements can be enforced, it must be remanded to the lower court for trial.

The Court of Appeals would have the Plaintiff/Appellant settle the initial claim of $59,758.85 R. p. 33, lines 1, 2 for $22,500 ($9,000 + $13,500) R. p. 281, lines 31, 36, less the thousands and thousands of Plaintiff/Appellant legal fees. This is part of Plaintiff/Appellant's Appeal, based on the merits of the case. The Defendant's own internal investigation through the Employee Concerns Program showed that the Plaintiff/Appellant was entitled to receive the Jobsite Living Expenses R. p. 87, 88 lines 6-8 (Exhibit D). But the (30(b)(6) deposition, which shed more light on the Plaintiff/Appellant's case, was never transcribed for the mediation because the deposition was taken the day before the mediation. It cannot be referenced here because additional discovery was denied, and it is not part of the Record on Appeal.

The Plaintiff/Appellant will rebut the Court of Appeals decision with its own authorities, using analysis and arguments.

QUESTIONS PRESENTED/ISSUES FOR RECONSIDERATION

1. DID THE COURT OF APPEALS ERR AS A MATTER OF LAW, GRANTING DEFENDANT'S MOTION TO COMPEL SETTLEMENT, GIVEN THAT THE APPELLANT HAS DEMONSTRATED THAT A RULE 43(k), SCRCP SETTLEMENT AGREEMENT DOES NOT EXIST?

2. DID THE COURT OF APPEALS ERR AS A MATTER OF LAW, GRANTING DEFENDANT'S MOTION TO COMPEL SETTLEMENT GIVEN THAT THE APPELLANT HAS DEMONSTRATED THAT A RULE 43(k), SCRCP "AGREEMENT TO SETTLE" IS NULL AND VOID?

3 DID THE COURT OF APPEALS ISSUE AN OPINION THAT RESULTS IN THE SAME CIRCUMSTANCES FOR PREVENTION OF DISPUTES THAT RULE 43(k), SCRCP WAS CREATED TO PREVENT?

ANALYSIS / ARGUMENTS OF APPEALS COURT CASE LAW

I. *Kinghorn as ex rel. Mildred Ann Kinghorn Tr. v. Sakakini (Kinghorn v. Sakakini)*

ANALYSIS:

Two property owners in a narrow lot, residential subdivision argued over a one-foot easement and whether or not a *prima facia* fully compliant Rule 43(k), SCRCP Settlement Agreement (Exhibit A) should be enforced.

ARGUMENT:

Throughout the *Kinghorn v. Sakakini* pleadings, constant reference is made to the "Settlement Agreement". Unlike the Plaintiff/Appellant's Appeal, the principle document argued in *Kinghorn v. Sakakini* is a single "Settlement Agreement" that is cited in a Form 4 Order and compliant with Rule 43(k), SCRCP (Exhibit A).

This Court of Appeals erroneously followed suit, only referring to one of the two documents argued in the Plaintiff/Appellant's Appeal, that being the "Settlement Agreement" that is not Rule 43(k), SCRCP compliant. It was silent to the lower court's Order R. p. 21, 23 that ignored the null and void "Agreement to Settle" that compels the "Settlement Agreement" which was not signed by the attorneys or the Defendants (Exhibit A, p. 5).

Unlike the Settlement Agreement in *Kinghorn v. Sakakini*, (Exhibit B, p. 6). the Plaintiff/Appellant's "Settlement Agreement" is not Rule 43(k), SCRCP compliant.

This Court of Appeals affirmed because "it has long been the policy of the court to encourage settlement in lieu of litigation, and courts have usually enforced settlement agreements" *Pugh v. ...MOX Service*, p. 1, par.1 because case law allows it and they want to generally minimize the amount of trials.

Kinghorn v. Sakakini had supporting cases from a 2008 decision *Pee Dee Stores, Inc. v. Doyle* and a 2012 decision *Byrd v. Livingston.*

Pee Dee Stores, Inc. v. Doyle

ANALYSIS:

This supporting case is about summary judgement, and:

> "Whether the language of a contract is ambiguous is a question of law for the court. *Auten v. Snipes*, 370 S.C. 664, 669, 636 S.E.2d 644, 646 (Ct.App.2006). A contract is ambiguous when the terms of the contract are reasonably susceptible to more than one interpretation. *South Carolina Dept. of Natural Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302 (2001); *Davis v. Davis*, 372 S.C. 64, 76, 641 S.E.2d 446, 452 (Ct.App.2006).

It goes on to state:

> "The trial court based its summary judgment ruling on the conclusion that all allegations in both the ejectment and breach of contract actions involved landlord/tenant claims, and issues "involving the premises, the store, any business on the premises, and/or the relationship between the Parties[,]" and as such were resolved by the Settlement Agreement. This constituted error because there was a genuine issue of material fact as to the meaning and scope of "landlord/tenant claims," and the parties' intentions as to which claims survived the Settlement Agreement differed, thus precluding summary judgment in favor of Pee Dee Stores.

ARGUMENT:

Oddly enough, this cited case supports the Plaintiff/Appellant's appeal, when it reverses the lower court's decision, stating "susceptible to more than one interpretation, and therefore, summary judgement was inappropriate" (p. 5, line 19). Conversely, the Plaintiff/Appellant has shown that the "Agreement to Settle" is not ambiguous (Exhibit C, p. 1, par. 2.b.i).

If the "Agreement to Settle" is not ambiguous, and meets Rule 43(k), SCRCP, then it is a valid contract; a valid contract, however, that became null and void after 10 days. (Exhibit C, p. 1, par. 2.b.i). The Plaintiff/Appellant's "Agreement to Settle" contains a "null and void" clause that both courts, apparently, have never seen until now and don't want to deal with.

After signing the "Agreement to Settle", the Defendants forgot about it until only a few days before a hearing and offered up a last minute, destitute Affidavit that claimed that the terms of the retroactive equitable pay increase were determined within the 10-day period R. p. 306, 307, and later pleading in court that the terms didn't require written details or discussion with the Plaintiff/Appellant R. p. 366, lines 2 – 17.

This Court of Appeals erroneously ignored this in the Plaintiff/Appellant's appeal - that the Agreement to Settle, compliant with Rule 43(k), SCRCP, and conversely unambiguous, was null and void after 10 days if Defendant's performance was not met (Exhibit C, p. 1, par. 2.b.i). This is the evidentiary support that constituted error in both courts.

Byrd v. Livingston

ANALYSIS:

This is a land dispute between parties, where a judge ordered a Settlement Agreement to be executed that stemmed from an "Agreement in Principle" (Agreement) signed during mediation. Byrd asserted that because his son would not execute 241*241 the proposed Settlement Agreement, he himself was no longer bound by the Agreement and was unwilling to execute the Settlement Agreement.

"In an action at law, on appeal of a case tried without a jury, the judge's findings will not be disturbed unless they are without evidentiary support." *Byrd v. Livingston*, 398 S.C. 237, 241, 727 S.E.2d 620, 622 (Ct. App. 2012). But the case goes on to state "However, this court is free to decide questions of law with no particular deference to the trial court." *Id.* The Judge J. Short Panel rebutted every one of Byrd's arguments and provided an opinion on all of them, affirming the lower court decision that Byrd must execute the Settlement Agreement.

ARGUMENT:

The Judge Lockemy Panel used Byrd v. Livingston to do the same in *Kinghorn v. Sakakini*, rebutting each of Sakakini's arguments. Then the Judge Lockemy Panel used the lower courts Form 4 Order which included a previous motion pointing to the results of the mediation – a Rule 43(k), SCRCP compliant Settlement Agreement (Exhibit A).

The same cannot be said for the lower court or this Court of Appeal's decision in the Plaintiff/Appellants appeal.

The only evidence used in the lower court's August 14, 2017 "Order Granting Defendant's Motion to Compel Plaintiff to Comply with Order Enforcing Written Agreement" R. p. 21-23, was that the Plaintiff had missed the Rule 59(e) motion to alter or amend the March 2, 2017 Order, and the null and void Agreement to Settle itself. It ignored the null and void clause in the "Agreement to Settle".

The Plaintiff/Appellant asked this Court of Appeals, and asks again now, that the Court of Appeals reverse its own decision based on the merits of the case and the evidentiary support for reversing the lower court's decision. Both are allowed by the very case law supporting *Kinghorn v. Sakakini*, that this court is free to decide questions of law with no particular deference to the trial court.

The null and void Agreement to Settle is the evidentiary support to reverse the lower courts, and this Court of Appeal's erroneous decision.

II. *Rock Smith Chevrolet, Inc. v. Smith*

ANALYSIS:

As trial approached at the Abbeville Courthouse, the parties, represented by counsel,

announced that a settlement had been reached. Unfortunately, no record relative to the settlement was made. The change of considerations was to take place the following day, but because of a misunderstanding of the time for the exchange, the settlement was not consummated.

Quoting in part from the above decision: "At the motion-to-vacate hearing, testimony of the parties and of Petitioner's attorney was taken. After the hearing, the judge issued his order which read in part as follows: (from the order) "Based upon the foregoing, I conclude as follows:" and 4 reasons were listed from his order about why he decided to vacate their Settlement Agreement. In addition, "the judge's thinking is further shown by a statement he made at the hearing": and went on to give another reason why he decided to vacate their Settlement Agreement. Finally, the Judge Littlejohn Panel stated, "a circuit judge ...heard the testimony and observed the witnesses and passed on their credibility". Acting Judge Littlejohn then described how he observed the witnesses and passed on their credibility. In addition, he added:

> It has long been the policy of the court to encourage settlement in lieu of litigation, and courts have usually enforced settlement agreements. There can be no doubt but that the trial court retains inherent jurisdiction and power to enforce agreements entered into in settlement of litigation before that court. *Ozyagcilar v. Davis*, 701 F. (2d) 306 (1983). But even as the court may enforce settlement, it has the inherent power to refuse to enforce settlements.

ARGUMENT:

Acting Judge Littlejohn's ruling is read from the record, where here we only have a Form 4 Order. There isn't key testimony from the only records available "of a circuit judge who heard the testimony and observed the witnesses and passed on their credibility" in the August 14, 2017 Order R. p. 21-23.

Clearly, there are sufficient facts to show that the lower court errored in its order, and when this Court of Appeals did not reverse, it has errored also.

Ozyagcilar v. Davis, 701 F. (2d) 306 (1983),
Mehmet N. OZYAGCILAR, Appellant, No. 82-1472.
United States Court of Appeals, Fourth Circuit.
Argued January 14, 1983, Decided March 1, 1983.

ANALYSIS:

Mehmet Ozyagcilar, a student at the University of South Carolina, sued the University and two of its professors regarding patent rights to two new chemical processes which plaintiff claimed to have invented. The parties purportedly reached a settlement just before trial. An outline of their agreement was made part of the record and the case was dismissed with prejudice. Later, during the drafting of the formal settlement agreement, a dispute arose over the meaning of a clause in the outline agreement, and the district court, purporting to act as a "final arbiter," issued an order interpreting the agreement. Concluding that the district court proceeded improperly, we reverse its order and remand for further proceedings consistent with this opinion.

Writing for the 1983 United States Court of Appeal, Fourth Circuit, Chief Judge Winter states, in part (307, 308):

> It is well settled that a district court retains inherent jurisdiction and equitable power to enforce agreements entered into in settlement of litigation before that court. *Millner v. Norfolk & Western Ry. Co.*, 643 F.2d 1005, 1009 (4 Cir.1981); *Wood v. Virginia Hauling Co.*, 528 F.2d 423, 425 (4 Cir.1975); *Kulka v. National Distillers Prods. Co.*, 483 F.2d 619, 621 (6 Cir.1973). However, it is clear that the district court only retains the power to enforce *complete* settlement agreements; it does not have the power to impose, in the role of a final arbiter, a settlement agreement where there was never a meeting of the parties' minds. *Wood, supra*, 528 F.2d at 425. Where there has been no meeting of the minds sufficient to form a complete settlement agreement, any partial performance of the settlement agreement must be rescinded and the case restored to the docket for trial. *Id.* We think it clear that the district court proceeded erroneously in the present case.

> Although plaintiff alleged that there had never been a meeting of the minds, the district court did not conduct a plenary hearing and make findings as to this issue.[*] The failure of the district court to address and resolve this issue leaves open the question as to whether there ever was a complete settlement agreement to interpret, let alone its proper interpretation. The court's ruling therefore cannot stand.
>
> The action taken by the district court in the present case cannot be justified on the ground that the parties agreed to let the court "legislate" an interpretation as a "final arbiter" of the outline agreement. The proper role of the district court in enforcing settlement agreements was made clear in *Wood.* There, in remanding a similar case to the district judge, we described his role as "to find, if he can the terms of the *complete* settlement agreement, or to determine that there was none." *Id.* (emphasis in original). Thus, it is improper for the district court, by its own motion or by agreement of the parties, to place itself in the role of a "final arbiter" of a settlement agreement. Instead, on remand, the district court should, after a plenary hearing, determine if there was a settlement agreement between the parties and, if so, its terms and conditions.

[*] Of course the district court did receive affidavits, but this was an impermissible procedure. Whether there had been a meeting of the parties' minds is clearly a question of fact, and it was error for the district court to attempt to resolve this question based solely on affidavits and briefs. *Wood, supra,* 528 F.2d at 425; *Millner, supra,* 643 F.2d at 1009; *Kulka, supra,* 483 F.2d at 621-22.

ARGUMENT:

This case states that courts do not have the power to impose a settlement agreement where there was not a meeting of the minds between the parties, and that on remand, the lower court should, after a plenary hearing, determine if there was a settlement agreement between the parties and if so, its terms and conditions.

From Plaintiff / Appellant's Final Brief referring to the Record on Appeal:

> The Defendants by their own admission have agreed no full and final settlement ~~or a "meeting of the minds"~~ was ever reached by the parties R. pp. 192, lines 5 – 7. Plaintiff / Appellant also asserts that there was more than one term that was not agreed to. For example, in Plaintiff's former counsel's email to defense counsel dated November 17, 2016 ~~Confidential~~ R. p. 235, lines 8 – 22 and R. p. 269 lines 8 - 22, there was a second term, one which would provide a prorated lump sum payment to the Plaintiff if the MOX project was shut down or Plaintiff was laid off within a fixed amount of time, up to two years. The Defendants rejected this term. Without the added assurance of a prorated lump sum payment and what seemed to be a shutting down of the MOX project, the Plaintiff's attorney refused to sign any final "Settlement Agreement".

Now that the shutting down of the MOX Project has come to fruition, and the Plaintiff/Appellant has been laid off, the preliminary and tentative, non-compliant Rule 43(k), SCRCP Settlement Agreement cannot be implemented as written for yet another reason. Specifically, the term "(3) Immediate Pay Increase: Defendants will provide Pugh with an immediate pay increase of NINE DOLLARS PER HOUR ($9.00/hour) following execution of this Agreement." R. p. 282, lines 1, 2 cannot be implemented.

The lower Court acknowledged that Plaintiffs and Defendants "got awfully close" to a Settlement Agreement R. p. 345, lines 9-10. The lower court, took it upon itself to implement the preliminary and tentative, non-compliant 43(k) Settlement Agreement, when there was not a meeting of the minds. Instead, on remand, the lower court should, after a plenary hearing, determine if there was a settlement agreement between the parties and, if so, its terms and conditions.

The lower court has never heard the full breach of contract and unpaid wages (unpaid Jobsite Living Expenses) claim. The Plaintiff/Appellant's former attorney did not work for free. It cost thousands of dollars to discover the favorable reply to the Plaintiff/Appellant's Employee Concern. That reply was "Therefore; it is my opinion that Mr. Pugh has met the criteria for qualifying for living allowance." R. p. 88, lines 7, 8, shown in (Exhibit D).

This was never argued in the lower court because the Plaintiff/Appellant was in court defending motions initiated by the Defendants to Enforce Written Agreement.

III. Rule 43(k), SCRCP

ANALYSIS:

This Court refers to the *settlement agreement* (emphasis added) in Kinghorn v. Sakakini "It has long been the policy of the court to encourage settlement in lieu of litigation, and courts

have usually enforced *settlement agreements*" (emphasis added). The case also states "Rule 43(k), SCRCP. Rule 43(k) applies to settlement agreements." Ashfort Corp. v. Palmetto Constr. Grp., Inc., 318 S.C. 492, 494, 458 S.E.2d 533, 534 (1995). This rule "is intended to prevent disputes as to the existence and terms of agreements regarding pending litigation" and "to relieve the court of the necessity of determining such disputes." *Id.* at 493-95, 458 S.E.2d at 534-35 (quoting 83 C.J.S. *Stipulations* § 4 (1953))." It also quotes the Rule, just as the Appellant did:

> No agreement between counsel affecting the proceedings in an action shall be binding unless reduced to the form of a consent order or written stipulation signed by counsel and entered in the record, or unless made in open court and noted upon the record, or reduced to writing and signed *by the parties and their counsel* (emphasis added).

This Court also opined, in Kinghorn v. Sakakini:

> We find the circuit court did not err in granting Kinghorn's motion to enforce the settlement agreement. The agreement complies with the requirements of Rule 43(k), SCRCP, because it was in writing and signed by the parties, their counsel, and the mediator; therefore, it was a valid settlement that could be enforced by the circuit court. We note the circuit court order does not remove any of the contingencies which must be met for the settlement to be completed.

ARGUMENT:

Quite simply, the Plaintiff/Appellant's Record on Appeal shows that there are no signatures on the Settlement Agreement except his own (Exhibit B), so the Settlement Agreement does not meet Rule 43(k), SCRCP requirements. It is unlike the Settlement Agreement in Kinghorn v. Sakakini, (Exhibit A), where all the required 43(k) signatures are there and therefore meets all the requirements of Rule 43(k), SCRCP. Therefore the Court of Appeals errored when it used Kinghorn v. Sakakini to affirm the lower court's decision. It is one of the most important errors. Nothing more is quite as striking as the comparison between Exhibits A and B, in order to show that the Court of Appeals errored.

IV. *Farnsworth v. Davis Heating & Air Conditioning, Inc.*

ANALYSIS:

This is a South Carolina Supreme Court decision that states that a lower court cannot order enforcement of a settlement agreement that does not exist. The Plaintiff/Appellant used it in his pleadings to the lower courts R. p. 259 – 262. A copy was even included in the pleadings for the court to have on hand R. p. 293 – 296 for their decision.

ARGUMENT:

This is another equally important error is that this Court of Appeals ignored this Supreme Court decision which was discussed *ad nauseam* in the Plaintiff/Appellant's pleadings. It applies directly to this appeal, and was ignored by both courts, because the courts want to "encourage settlement in lieu of litigation". The Plaintiff/Appellant's Agreement to Settle ceased to exist after 10 days, it is null and void and therefore cannot be enforced according to *Farnsworth v. Davis Heating & Air Conditioning, Inc.*

CONCLUSION

It is a slippery slope for the Court of Appeals to start using a generic *Kinghorn v. Sakakini* to "encourage settlement in lieu of litigation" for an appeal like that of the Plaintiff/Appellants, where the only two documents generated from the mediation are an Agreement to Settle contract that is "null and void", and a preliminary and tentative, non-compliant Rule 43(k), SCRCP Settlement Agreement. Enforcement of contract documents that are null and void, or are preliminary, tentative and non-compliant Rule 43(k), SCRCP are errors of law.

A PRIORI

The Plaintiff/Appellant respectfully asks the Court to overcome any perceived instance of a technical and procedural deficiency of timeliness, and instead render a decision based upon the facts presented in evidence, the law applied to that evidence as detailed in the Arguments, and the merits of the case.

Accordingly, Plaintiff/Appellant prays the Court of Appeals reconsider its decision, and reverse and remand.

Respectfully submitted:

s/ Edward W. Pugh

Edward Pugh
1085 Old Clemson Hwy., Ste. E
Seneca, South Carolina 29672
(864) 723-7251
Appellant, Pro Se

Tuesday, September 3, 2019

Appellant's Petition for Reconsideration

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2015CP0700597

Exhibit A
page 1 of 5

Mildred Anne Kinghorn
PLAINTIFF(S)

George C. Sakakini
DEFENDANT(S)

Submitted by:	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

Plaintiff's motion to enforce the settlement, heard by this Court on March 30, 2016, is hereby granted.

2016 APR 22 PM 1:05
BEAUFORT COUNTY S.C.
CLERK OF COURT

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		$
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

2142
Judge Code

4-18-16
Date

SCRCP Form 4C (03/2013)

16

000001

For Clerk of Court Office Use Only

This judgment was entered on the 22 day of April, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 22 day of April, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

C. Scott Graber 605 Carteret Street Beaufort, SC 29902

ATTORNEY(S) FOR THE PLAINTIFF(S)

Gregory M. Galvin PO Box 887 Bluffton, SC 29910

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT STAFF

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT		IN THE COURT OF COMMON PLEAS CIVIL ACTION NO. 2015-CP-07-00597
Mildred Anne Kinghorn as Trustee for the Mildren Anne Kinghorn Trust, Dates April 28, 2004, Plaintiff, vs. George C. Sakakini, Defendant.		**SETTLEMENT AGREEMENT**

The Plaintiff does hereby agree to settle her claims against the Defendant, and the Defendant agrees to settle his counter claims against the Plaintiff and both parties will dismiss those claims with prejudice. The terms of the settlement are that

1. The Plaintiff will convey a one (1') foot wide strip of land running from the southwest corner of lot 44 to the point where the boundary line intersects the western boundary of the asphalt path that runs north and south through Lot 44; Said one (1') foot strip shall be contiguous with the southern boundary of lot 44. Reference can be made to the Gasque and Associates Plat signed January 10, 2013. Costs of the said plat showing the strip and the deed conveying the said strip shall be borne by the Defendant. David Gasque shall prepare the plat showing among other things, the distance between the Sakakini dwelling and the new property line.

2. The Plaintiff will build a fence along the new property line in accordance with the covenants and restrictions of Picket Fences.
3. The Defendants shall extinguish all rights to any easements that may exist to the north of the new property line. The Defendant shall execute a deed conveying any & all rights to the property north of the new property line. The Plaintiff shall bear the costs of the deed preparation.
4. The entire agreement is contingent and subject to approval by the governing boards of the Picket Fences POA or Board of Review or any other appropriate authority that may be required to approve the above items 1, 2 & 3.
5. Upon approval of the appropriate authority, the Defendant shall have 30 days to remove any and all encroachments on the Plaintiff's property.
6. The Defendant shall also remove the three trees on the southeastern portion of the Plaintiff's property and one small sapling which has a plant cage over it. If the Defendant does not remove these trees within 30 days of the approval listed in Item 4 above then the Plaintiff may have them removed if she desires.
7. Defendant shall also remove all other plants and pavers that are located to the north of the new property line within 30 days of the approval listed in Item 4 above.

[SIGNATURES ON FOLLOWING PAGE]

Mildred Anne Kinghorn as Trustee for the Mildren Anne Kinghorn Trust, Dates April 28, 2004 v. George C. Sakakini
Civil Action No. 2015-CP-07-00597

SETTLEMENT AGREEMENT

Graber Law Firm

By: _____
C. Scott Graber
Attorneys for Plaintiff

Mildred Anne Kinghorn, Trustee
_____
Mildred Anne Kinghorn as Trustee for the Mildren Anne Kinghorn Trust, Dates April 28, 2004

Galvin Law Group

By: _____
Gregory M. Galvin
Attorneys for Defendant

George C. Sakakini, MD
_____
George C. Sakakini

Exhibit B
Page 1 of 6

SETTLEMENT AGREEMENT AND RELEASE
between
EDWARD PUGH
and
CB&I AREVA MOX SERVICES, LLC and GLOBALPUNDITS TECHNOLOGY CONSULTANCY, LLC

A. INTRODUCTION

The purpose of this Confidential Settlement Agreement and Release ("Agreement") is to settle all potential claims that may exist between Edward Pugh ("Pugh") and CB&I AREVA MOX Services, LLC ("MOX") and Globalpundits Technology Consultancy, LLC ("Globalpundits) (collectively "Defendants"), related to Pugh's employment with the Company, including all claims alleged in a lawsuit captioned *Edward Pugh v. CB&I AREVA MOX Services, LLC and Globalpundits Technology Consultancy, LLC, Case No:2015-CP-02-02389*, pending in the South Carolina Court of Common Pleas, County of Aiken. Defendants deny all of Pugh's allegations and have expressed their intent to vigorously defend against his claims and allegations. The Parties, however, want to resolve all disputes between them and, therefore, enter into this Agreement.

The purpose of this Settlement Agreement and Release is to settle the pending Causes of Action and any and all other claims that may exist between the Parties. In this Agreement and Release, "Pugh" means Edward Pugh, his heirs, beneficiaries, executors, successors, assigns, and all others claiming an interest through him. "Agreement" or "Release" means this Settlement Agreement and Release.

B. MOX AND GLOBALPUNDITS' PROMISES TO PUGH

In consideration and in exchange for the promises made by Pugh in Section C below, MOX and Globalpundits agree to the following:

(1) **Payment for Past JLE Reimbursement Requests:** Globalpundits will make a payment for past Jobsite Living Expenses ("JLE") reimbursement requests in the amount of NINE THOUSAND DOLLARS ($9,000.00) to Pugh. This payment will be made payable to Edward Pugh and will be issued via 1099.

(2) **Payment for Retroactive Equitable Pay Increase:** Defendants will make a payment for a retroactive equitable pay increase in the amount of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00) to Pugh. This payment will be made subject to withholdings for all applicable state and federal taxes as deemed necessary by Defendants, including deductions for state and federal income taxes, FICA, etc. and issuance of an IRS Form W-2.

(3) **Immediate Pay Increase**: Defendants will provide Pugh with an immediate pay increase of NINE DOLLARS PER HOUR ($9.00/hour) following execution of this Agreement.

C. PUGH'S PROMISES TO DEFENDANTS

In exchange for the consideration to Pugh under Section B, above, which Pugh acknowledges constitutes good, sufficient, and valuable consideration, over and above any consideration to which Pugh is otherwise entitled, Pugh agrees and promises the following:

(1) **Conditions for Receipt of Payment in Section B.2.**: As a condition of receiving the retroactive equitable pay increase set out in Section B.2., Pugh agrees to remain an employee of Globalpundits for two (2) years, and will return the payment if he (a) voluntarily leaves the employ of Globalpundits or (b) is terminated for misconduct by Globalpundits. "Misconduct" is defined as a willful or intentional act of fraud or misrepresentation, a felony under South Carolina law, misconduct that results in the inability to work at a Savannah River Site facility, unreasonable refusal to perform assigned duties or comply with work rules, and breach of fiduciary duties. The return of this payment is subject to pro-rata retention by Pugh (i.e., Pugh may retain one-half of the payment for working one year following the execution of this Agreement).

(2) **Voluntary Dismissal of Lawsuit**: Pugh agrees to execute or cause to be executed on his behalf, by his counsel, a Joint Stipulation of Voluntary Dismissal with Prejudice in *Edward Pugh v. CB&I AREVA MOX Services, LLC and Globalpundits Technology Consultancy, LLC, Case No:2015-CP-02-02389*. By executing this Agreement, Pugh agrees to dismiss the lawsuit with prejudice as soon as practicable, but not more than seven (7) days following the Effective Date of this Agreement.

(3) **General Waiver**: Pugh waives, releases, and discharges Defendants, individually and collectively, and the other Released Parties (as defined below), from all actions, causes of actions, claims and demands whatsoever, whether in law or in equity, and whether currently known or unknown, arising from or related to any act, omission, or thing occurring or existing at the time of or prior to the date of the execution of this Agreement.

(4) **Specific Waiver**: This Release includes, but is not limited to, any and all claims based upon or related to: (a) Pugh's employment to-date; (b) any and all claims arising out of any state wage laws, including the South Carolina Payment of Wages Act; (c) any and all claims for breach of contract any and all claims for unpaid or underpaid employee expense reimbursements; (d) any and all claims for unjust enrichment; (e) and any and all derivative claims relating to unpaid wages, expenses, or other compensation against Defendants, whether arising under state or federal law or any of Defendants' reimbursement policies or procedures; (f) claims for attorneys' fees and costs; (g) the causes of action asserted by Pugh in his Complaint in the action referenced in Paragraph (2); and (h) all other claims arising under any federal, state, or local constitutional law, statutory law, common law, regulations, ordinances, or equity, contract, or other source of law.

Nothing in this Agreement will serve to waive any of Pugh rights which under law cannot be waived.

(5) **Unknown Claims:** Pugh agrees that this Release specifically includes any and all claims, demands, obligations, and/or causes of action that have, through ignorance, oversight, or error, been omitted from the terms of this Agreement that would have existed prior to execution of this Agreement. Pugh makes this waiver with the full knowledge of his rights and with specific intent to release both known and unknown claims.

(6) **Pugh's Confirmations:** Pugh confirms that he has not filed any other legal proceeding(s) against any of the Released Parties, is the sole owner of the claims released herein, has not transferred any such claims to anyone else, and has the full right to grant the releases and agreements in this Agreement.

(7) **"Released Parties" Include:** (a) CB&I AREVA MOX Services, LLC; (b) Globalpundits Technology Consultancy, LLC; (c) each of the Defendants past, present, and future parents, subsidiaries, divisions, partnerships, affiliates, and other related entities (closely or remotely connected); (d) each of their past, present, and future owners, directors, officers, trustees, fiduciaries, shareholders, administrators, agents, employees, partners, members, associates, and attorneys; and (e) the predecessors, successors, and assigns of each of the foregoing persons and entities.

(8) **Tax Indemnification:** Pugh agrees that he is solely responsible for the payment of all taxes and for the penalties and interest owing or determined to be owed related to any settlement payments by any appropriate taxing authority and that he will indemnify Defendants for the same. This responsibility includes, but is not limited to, defending against any claim or liability against Defendant and holding them harmless against the liability for the amount of federal, state, or local withholding taxes, penalties, and interest that, in such event should have been withheld from the payments under Section B of this Agreement and any amounts that are due and payable by Pugh under the law. Pugh agrees that Defendants offer no opinion on the taxability of such payments under Section B of this Agreement.

(9) **Satisfaction of All Obligations:** Pugh agrees that all obligations of Defendants and the other Released Parties under any and all plans, agreements, policies, and/or practices have been satisfied or exceeded by the promises and payments described in Section B, above.

(10) **Attorneys' Fees:** Pugh agrees that all attorneys' fees or other costs of litigation due to Pugh or his attorneys by statute, common law, or otherwise will be paid from the promises and payments described in Section B, above. Pugh further agrees that the right to pursue any claim or action for attorneys' fees or costs of litigation incurred before the date of this Agreement is forever waived and released.

(11) **Confidentiality:** Pugh agrees that he will keep the terms and conditions of this Agreement strictly confidential unless compelled to disclose them pursuant to any legal or

administrative proceedings. Pugh, however, may disclose the details of this Agreement to his spouse, significant other, attorney and tax or financial advisors after first informing them of this confidentiality requirement. Pugh understands and agrees that this is a material term of this Agreement. Pugh further understands that a breach of this confidentiality provision will act as a material breach of this Agreement and that in the event of such a breach, Defendants may file a lawsuit to address such breach. This Section is not intended to prevent cooperation through investigation, testimony or otherwise with an administrative agency or court, or as otherwise required by law.

D. MISCELLANEOUS TERMS AGREED TO BY THE PARTIES

In exchange for the promises made by and to Pugh and Defendants, they mutually agree to the following terms:

(1) **Enforcement:** Any party may enforce this Agreement in court if any other party breaches it. This Agreement may be used in a subsequent proceeding to enforce its terms.

(2) **Severability:** If a court refuses to enforce any part of this Agreement, the remainder of the Agreement will not be affected and will remain in force.

(3) **Rule of Construction:** The language of all parts of this Agreement shall be construed as a whole and according to its fair meaning, and not strictly for or against either party. It is expressly understood and agreed that any rule requiring construction of this Agreement against its drafter shall not be applied in this case.

(4) **Choice of Law:** Defendants and Pugh expressly agree that this Agreement shall, in all respects, be interpreted, enforced, and governed under the laws of the State of South Carolina. The parties further agree that South Carolina is the proper venue for any dispute over this Agreement.

(5) **Non-Admission of Wrongdoing:** This Agreement does not constitute an admission by Defendants of a violation of any federal, state, or local laws. It is further understood and agreed that this settlement is a compromise of a real or potential dispute and that the promises of Defendants are not to be construed as an admission of liability, but rather that liability is expressly denied.

(6) **Merger Clause:** This Agreement contains the entire and only agreement between Defendants and Pugh regarding the subject matter of this Agreement. To the extent there are confidentiality agreements, non-solicitation agreements, non-compete agreements, the obligations of this Agreement will supplement, but not replace such agreements. Any oral or written promises or assurances related to the subject matter of this Agreement that are not contained in this Agreement are waived, abandoned, and withdrawn, and are without legal effect. Pugh acknowledges that this Agreement does not change the at-will nature of his employment with Defendants. Pugh further acknowledges that he has not relied on

any representations, promises, or agreements of any kind made to him in connection with his decision to sign this Agreement, except for those set forth in this Agreement.

(7) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.

(8) **Amendment:** This Agreement may not be amended except by written agreement signed by all parties which specifically refers to this Agreement.

(9) **Effective Date:** This Agreement shall, upon execution by Pugh, immediately become effective and enforceable ("Effective Date").

E. PUGH'S ASSURANCES TO MOX AND GLOBALPUNDITS

This Agreement is a legal document with legal consequences. Defendants want to be certain that Pugh fully understands the legal effect of signing this Agreement. Pugh, therefore, makes the following assurances to SRNS:

(1) **I have carefully read the complete Agreement.**

(2) **The Agreement is written in language that I understand.**

(3) **I understand all of the provisions of this Agreement.**

(4) **I understand that this Agreement is a waiver of any and all claims I may have against the Released Parties.**

(5) **I own each and every claim being settled and released in this Agreement. I have not assigned any interest in or otherwise encumbered such claims.**

(6) **I willingly waive any and all claims, known and unknown, in exchange for the promises of Defendants in this Agreement, which I acknowledge constitute valuable consideration that I am not otherwise entitled to receive.**

(7) **I enter this Agreement freely and voluntarily. I am under no coercion or duress whatsoever in considering or agreeing to the provisions of this Agreement.**

(8) **I have been given a reasonable period of time to decide whether to enter into this Agreement. This period has provided me with sufficient time to consider my options and to seek the advice of legal counsel, tax or financial advisors, family members, and anyone else whose advice I value.**

(9) **I have been encouraged, in writing, to review this document with an attorney.**

(10) **I understand that this Agreement is a contract. As such, I understand that either party may enforce it.**

IN WITNESS OF, we have hereunto set our hand and seal.

EDWARD PUGH

Edward W. Pugh Nov. 11, 2016

Signature Date

WITNESS

_____

Signature Date

_____

Print Name

CB&I AREVA MOX SERVICES, LLC

By:_____

Date

Its:_____

GLOBALPUNDITS TECHNOLOGY CONSULTANCY, LLC

By:_____

Date

Its:_____

Exhibit C
Page 1 of 2

STATE OF SOUTH CAROLINA COUNTY OF AIKEN	IN THE COURT OF COMMON PLEAS SECOND JUDICIAL CIRCUIT
Edward Pugh, Plaintiff, v. CB&I AREVA MOX Services, LLC and Globalpundits Technology Consultancy, LLC, Defendants.	C/A No.: 2015-CP-02-02389 **AGREEMENT TO SETTLE**

Plaintiff Exhibit G

This Agreement, dated September 30, 2016, sets forth the understanding between the parties to this Agreement to Settle.

1. All undersigned parties agree to dismiss with prejudice all claims, counterclaims, and defenses brought in lawsuits referenced in the captions above.

2. As additional consideration for the above, the parties agree to the following:

   a. Plaintiff will receive a payment for past JLE reimbursement requests in the aggregate amount of NINE THOUSAND DOLLARS ($9,000.00). The amount is not taxable.

   b. Plaintiff will receive a payment for a retroactive equitable pay increase in the amount of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00). The amount is subject to normal withholding as required by law.

EP July 17, 2017

   i. The terms of this retroactive equitable pay increase must be approved by CB&I AREVA MOX Services, LLC within two (2) weeks of this effective date of this Agreement. If such approval is not obtained, the Agreement is null and void.

   ii. As a condition of this receiving this retroactive equitable pay increase, Plaintiff agrees to remain an employee of Globalpundits Technology Consultancy, LLC for two (2) years, and will return the payment if he (a) voluntarily leaves the employment of Globalpundits Technology Consultancy, LLC, or (b) is terminated for misconduct by Globalpundits Technology Consultancy, LLC. "Misconduct" is defined as a willful or intentional act of fraud or misrepresentation, a felony under South Carolina law, misconduct that results in the inability to work at an SRS facility, unreasonable refusal to perform

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assigned duties or comply with work rules, and breach of fiduciary duties. The return of the payment is subject to pro-rata retention by the Plaintiff (i.e., the Plaintiff retain one-half of the payment for working one year following the acceptance of the Agreement).

c. Plaintiff will receive an immediate pay increase of NINE DOLLARS PER HOUR ($9.00/hour) following execution of the Settlement Agreement.

July 13, 2017

3. The parties will execute a Settlement Agreement including a mutual, full and complete release of all claims arising on or before the date the settlement agreement is executed, and a covenant not to sue. This agreement and release will be drawn by counsel for the Defendants.

4. The parties agree to include a provision in the Settlement Agreement to keep the provisions of the settlement, and this Agreement, confidential, and will also include a clause disclaiming any admission of liability by any party.

Edward Pugh

Edward W. Pugh

Counsel

CB&I AREVA MOX Services, LLC

By: Noah M Hicks II
(name of representative)

Its: Senior Attorney
(title of representative)

Counsel

Cousel

Globalpundits Technology Consultancy, LLC

By: _____
(name of representative)

Its: Director
(title of representative)

Counsel

Counsel

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Pinkston, Felicia

Exhibit D
Page 1 of 2

From: Bethmann, Christopher L.
Sent: Tuesday, November 12, 2013 3:14 PM
To: Pinkston, Felicia
Cc: Wylie, Lauren M.
Subject: Position Statement Regarding Ed Pugh Submission for JLE
Attachments: Ed Pugh Supporting Docs - Submitted to HR 9-18-13.pdf

Felicia,
Per your request I have reviewed the information you provided to me regarding the concern by Mr. Ed Pugh regarding his denial of Job Site Living Expenses. The following facts were reviewed for this request:

Ed Pugh submitted a request for JLE reimbursement on 10/8/2012. The document was received by MOX Services on 5 NOV 2012. The document was signed by Vera Smith as meeting the terms of the JLE requirements per the subcontract terms and conditions on 05 NOV 2013 and by Denise Dobbs of Global Pundits on 2 NOV 2013.

Over the course of a several months and communication back and forth, documents provided by Mr. Pugh to the project that his property was classified as a permanent residence or that dual expenses were incurred included:

- Oconee County Property Tax Assessment for the property at 330 Briar Creek Rd in Walhalla, SC
- Additional Property Tax Bill for the improvements to that property which is identified on the tax document as a single family occupancy location.
- Bills from Duke Energy of his electric service for Nov, 2012;
- City of Walhalla water bill for OCT-NOV;
- Oconee County Treasurers office Document showing the county tax on the property being $91.59 for 2012 for the Mobile Home and a bill for $181.05 for the property;
- Lease for local Apartment in Aiken at Brittany Downs, 122 Mossback Cir, Apt. C.
- Cancelled Checks for rent at Brittany Downs

Mr. Pugh subsequently asked for some of my time to discuss his request. I granted the request only to allow him to verbally make note of his request and did so in the presence of his manager Jessie Burnette. During the meeting I explained to Mr. Pugh that I was not the decision maker in this situation but would review the facts as they have been presented and offer an opinion to the Employee Concerns Program. Based on that meeting Mr. Pugh also provided me information that was not provided in his initial requests for living allowance. Those documents include photographs of the location at 330 Briar Creek Rd. in Walhalla, SC as well has a copy of his driver's license (issued 7/27/12), voters registration card issued 7/27/12), a vehicle registration issued in June of 2013; an insurance card dated 7/27/2013; letters of services he utilized in the Walhalla area. These documents do appear to add validity to the initial documents in support of his claim of establishing a permanent residence in Walhalla. I have included the added documents in this email.

Part of the reason for disallowance of Mr. Pugh's request is due to the fact that the documents provided by Mr. Pugh indicated the location he was claiming as a permanent residence was a vacant lot. Mr. Pugh's documents include two different documents (one for a lot and one for a mobile home). I believe the denial of Mr. Pugh's request for job Site Living Allowance was appropriate initially; however, there is an area of question into the qualification of what is a permanent residence. I am unable to find any government definition of a permanent residence.

Reference to "mobile home" being referred to as a permanent residence is captured in FAR 302.-10.2 regarding eligibility of transporting a "mobile home" when such is a "primary residence" of one's immediate family. Mr. Pugh is single and has no immediate

family living with him at his claimed permanent residence in Walhalla. While he has no immediate family residing in the mobile home he claims as his permanent residence, he does have documents that support a claim of dual expenses.

Mr. Pugh has also provided me with photographs of the locations he refers to as 330 Briar Creek Rd. in Walhalla, SC. This information was not provided to MOX Services prior to this review.
I have had an opportunity to review the documents thoroughly and feel that the documents provided satisfy the necessary requirements for payment of living allowance to Mr. Pugh. Therefore; it is my opinion that Mr. Pugh has met the criteria for qualifying for living allowance.

Chris Bethmann, Human Resources Manager
Shaw AREVA MOX Services, LLC
Shaw Project Services Group, LLC
803.819.5650 Direct
803.819.5654 Confidential Fax
803.795.7048 Cell

PROOF OF SERVICE
OF THE APPELLANT'S PETITION FOR REHEARING

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Doyet A. Early, III
Circuit Court Judge, Second Judicial District

Case No. 2015-CP-02-02389, Appellate Case No. 2017-002321

Court of Appeals Unpublished Opinion No. 2019-UP-260

Edward Pugh — Appellant

v.

CB&I AREVA MOX SERVICES, LLC and Globalpundits Technology Consultancy, LLC — Respondents

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PROOF OF SERVICE

I certify that I have served a copy of the Appellant's Petition for Rehearing on Respondents CB&I AREVA MOX SERVICES, LLC and Globalpundits Technology Consultancy, LLC by depositing a copy of it in the United States Mail, postage prepaid, on September 3, 2019 addressed to their attorneys of record, Michael D. Carrouth and Benjamin Patrick James Dudek, c/o Fisher & Phillips, LLP, PO Box 11612, Columbia, South Carolina 29211.

Tuesday, September 3, 2019

s/ Edward W. Pugh

Edward Pugh
1085 Old Clemson Hwy., Ste. E
Seneca, South Carolina 29672
(864) 723-7251
Appellant, Pro Se

LETTER TO THE APPELLATE COURT CLERK
FILING THE APPELLANT'S PETITION FOR REHEARING

Tuesday, September 3, 2019

VIA Hand Carried
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

RE: Filing – Appellant's Petition for Rehearing

Edward Pugh, Appellant v. CB&I AREVA MOX Services LLC, and Globalpundits Technology Consultancy, LLC Respondents.

Civil Case No.: 2015-CP-02-02389, Appellate Case No. 2017-002321

Court of Appeals Unpublished Opinion No. 2019-UP-260

Dear Ms. Kitchings:

Hand carried, to the street address of the Court for filing, are the following items in the above case:

(1) Proof of Service of the above filing on the respondents.
(2) A filing fee of $50 in the form of cash.
(3) Six Copies of this filing of the Appellant's Petition for Rehearing.

If you need anything else, please feel free to contact me.

Sincerely,

s/ Edward W. Pugh

Edward Pugh
1085 Old Clemson Hwy., Ste. E
Seneca, South Carolina 29672
(864) 723-7251
Appellant, Pro Se

cc: Michael D. Carrouth and
Benjamin Patrick James Dudek
c/o Fisher & Phillips, LLP
PO Box 11612
Columbia, South Carolina 29211
Attorney for Respondent
(803) 255-0000