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

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.

RESPONDENTS' REPLY IN SUPPORT OF MOTION TO DISMISS APPEAL

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INTRODUCTION

At issue in this motion is whether Appellants may pursue an immediate appeal of Judge Dedra Jefferson's order granting Respondents' Motion for Nonjoinder requesting that they be dropped from case as involuntary plaintiffs. The determination of whether a party may immediately appeal an order issued before or during trial is governed by S.C. Code Ann. § 14-3-330. *See, i.e., Hagood v. Sommerville*, 362 S.C. 191, *at* 195, 607 S.E.2d 707 (2005). As set forth below, Appellants fail to establish any of the grounds under South Carolina Code of Laws § 14-3-330 that would enable them to immediately appeal Judge Jefferson's interlocutory order. Instead, Appellants dissemble and distract, concocting a false narrative involving separate but identical 25-foot wide ingress/egress easements and a conspiracy between Respondents and Plaintiffs to "trick" the other parties and the Court into believing that the easement at issue had been terminated by the recent Access, Maintenance, and Joint Access Agreement. This is sheer nonsense and, ultimately, has nothing to do with whether Judge Jefferson's decision to drop Respondents from the case is a final decision involving the merits or affecting a substantial right of Appellants.

There is a minor administrative issue that needs to be addressed: As pointed out by Appellants, Exhibit 2, attached to J. Jay Hulst's Affidavit support Respondents' Motion to Dismiss, is not the correct document and should be disregarded. Exhibit 2 was intended to be the deed from James J. Monaghan to Benjamin L. Daniel, Sr., dated April 4, 2006. That deed contains the "2006 Easement" identified in Respondents' Memorandum in Support of their Motion to Dismiss at page 2 and referenced in throughout Plaintiff's complaint. Since Appellants have attached a copy of 2006 Monaghan to Daniel deed to their Return

at Exhibit B, Respondents will refer to that exhibit when referencing that deed or the 2006 Easement.

ARGUMENT

Based on the arguments and authorities set forth in their motion and below, Respondents respectfully request that the Court dismiss this attempt to immediately appeal Judge Jefferson's interlocutory order.

I. APPELLANTS' "FACTUAL BACKGROUND" IS FICTION

In the "Factual Background" section of their Return, Appellants make the following fantastic claim:

> The easement created in the 2006 deed is not disclaimed in the Respondent's new agreement as represented by the trial court. In fact, the new agreement does not mention the 2006 purported easement at all. The parties to this action well understood there are two purported easements in the Lot 6B chain of title. One filed in 2005 from Coastal Plains Development and one in 2006 from Benjamin L Daniel. Respondents "remise, quitclaim and terminate only the easement created in the 2005 deed, leaving them remaining as dominant estate holders of the purported easement created in the 2006 deed and the one which the Jones Complaint describes as the one at issue in this case.

Return, p. 7. Appellants go on to conclude:

> Accordingly, Respondents' contentions that they no longer have any interest in the prior purported easements over Lot 6B is patently incorrect because Trustees disclaimed only the easement alleged to have been created in the 2005 deed and not the easement alleged to have been created in the 2006 deed, the one addressed in the Jones Complaint. Therefore, Respondents filing of the March 2019 Agreement changed nothing as they remain the dominant estate holder of the purported 2006 easement.[fn]

Id.

First of all, Appellants have never raised this issue before. It is axiomatic that an appellate court cannot address an issue unless it was raised and ruled upon by the trial court. *Ransom v. S.C. Water Resources Comm.*, 321 S.C. 211, 467 S.E.2d 463, 467 (Ct. App. 1996).

Second, as stated above, Appellants' notion that there are two separate yet identical 25-foot wide ingress/egress easements encircling Plaintiff's property, one stacked on top of the other, is nonsense. There is only one 25-foot wide ingress/egress easement at issue in this case.[1] That easement first appeared in a 2005 deed from Coastal Plains Development, Co., Inc., conveying Lot 6B to James J. Monaghan. *See* Return, Exh. A. The exact terms of that easement were confirmed and reiterated in 2006 deed from James J. Monaghan subsequently conveying Lot 6B to Benjamin J. Daniels. *See* Return, Exhibit B. These two successive deeds reference the same easement.

Third, Appellants fail to cite any authority to support their contention that the deeds to Plaintiffs' predecessors-in-interest in fact created separate easements or that the drafters of the deeds intended such a result. Put simply, a new easement is not "created" every time the terms of an existing easement are recited in subsequent conveyances of the property. Further, Appellants fail to provide any support for their claim that "the parties well understood there were two purported easements in the Lot 6B chain or title...." That has *never* been Respondents' understanding in this action, and there is no evidence that any of

[1] If Appellants' contention is true, then they failed to disclose *two* easements to Plaintiffs rather than just one.

the other parties "well understood" Appellants' claim that two identical 25-foot wide ingress/egress easements encumber Plaintiff's property.

In executing the Access, Maintenance and Joint Dock Use Agreement, Respondents, terminated their interest in the "Old Purported Easement" as described in the 2005 deed from Coastal Plains Development to Monaghan. *See* Hulst Affidavit, Exh. 7. It is now and it always has been Respondents' position that the Agreement terminated their interests in that easement throughout Plaintiffs' chain of title.[2] *See* Hulst Affidavit, Exh. 7 and Return, Exh. A.

II. JUDGE JEFFERSON'S ORDER DROPPING RESPONDENTS FROM THE ACTION IS NOT IMMEDIATEY APPLEALABLE UNDER S.C. CODE OF LAWS ANNO. § 14-3-330.

As stated by our Supreme Court in *Hagood v. Sommerville*, 362 S.C. 191, 196, 607 S.E.2d 707, 709 (2005), "the provisions of section 14-3-330 are narrowly construed and serve the underlying policy favoring judicial economy by avoiding "piecemeal appeals." In order "to avoid circuitous litigation and needless appeals, we construe section 14-3-330 narrowly, eyeing the nature and effect of the order, not merely its label." *Tillman v. Tillman*, 420 S.C. 246, 251, 801 S.E.2d 757 (Ct. App. 2017). In light of the foregoing, and as further set forth below, the arguments and authorities offered by Appellants fail to

[2] However, to make it crystal clear for Appellants, Respondents stipulate that they remise, quitclaim, terminate, cancel and forever release unto Plaintiffs, her heirs and assigns, all of Respondents' right, title, and interest, if any, in the 25-foot wide ingress/egress easement described in the 2006 deed from Monaghan to Daniels, attached as Exhibit B to Appellants' Return.

establish that Judge Jefferson's ruling is a final order involving the merits or that her ruling affects any substantial right.

Respondents were forced into this case as plaintiffs because Appellants convinced the Honorable Judge Perry Bucker that if they prevailed on their claim that the 25-foot wide ingress/egress easement was somehow invalid, Respondents, as non-parties, would not be bound by the decision and, if there was some subsequent action between Plaintiffs and Respondents over the easement, there might be inconsistent results.[3] *See* Hulst Affidavit, Exh. 5, 6:14-7:5. Judge Jefferson concluded that Respondents' execution of the Access, Maintenance, and Joint Dock Use Agreement obviated the asserted rationale for Respondents continued involvement as parties because the agreement terminated any right title or interest they had in the 25-foot wide ingress/egress easement that was at issue in the case.

As stated in Rule 21, SCRCP: "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 action and on such terms as are just." Rule 21, SCRCP. Judge Jefferson essentially determined that Respondents' forced participation as involuntary plaintiffs was no longer just. Substantively, Respondents have nothing to gain in the case and nothing to lose—regardless which side prevails in the underlying action. However, to the extent their forced

[3] Respondents contend that complete relief could have been accorded among those already parties to the case and Appellants' vague and speculative threat of subsequent litigation with inconsistent results did not amount to a *substantial risk* as required by Rule 19(a), SCRCP.

participation, at Appellants' insistence, continues, they have and will continue to incur substantial attorney fees and costs.

A. Judge Jefferson's Ruling is Not an Order Involving the Merits.

An order involving the merits "must finally determine some substantial matter forming the whole or a part of some cause of action or defense...." *Knowles v. Standard Savings & Loan Ass'n,* 274 S.C. 58, 59, 261 S.E.2d 49, 49 (1979). Judge Jefferson's decision to drop Respondents from the case as involuntary plaintiffs did not finally determine some substantial matter forming the whole or some part of Appellants' cause of action or defense. As stated above, Judge Jefferson simply determined that the original grounds for bringing Respondents into the case no longer existed. The order does not finally determine any substantial matter forming all or part of Appellants' defense that the easement is somehow invalid. Respondents will remain available as witnesses and Appellants can continue to blame them for their failure to disclose the 25-foot wide easement to Plaintiffs.

Appellant contends that "Plaintiff Jones will most certainly argue that the damages are continuing because she only entered the new agreement in order to reduce in width the prior purported easement." Return, p. 9. Respondents have absolutely no say in arguments that might be advanced by Plaintiffs. Furthermore, Plaintiffs can make that particular argument whether Respondents continue to participate as involuntary plaintiffs or merely as witnesses.

Appellant argues that "to establish the negligence of the closing attorneys, Plaintiff must first establish that there was a valid easement that was overlooked, thus breaching the

duty of the closing attorneys. To support this proposition, Appellants cite *Henkel v. Winn,* 346 S.C. 14, 550 S.E. 2d 577 (Ct. App. 2001). The *Henkel* case involved claims of negligence in the drafting of a will. According to *Henkel,* to prove legal malpractice, the plaintiff must establish: (1) the existence of an attorney-client relationship, (2) breach of a duty by the attorney, (3) proximate causation, and (4) damage to the client. *Id.* 17. *Henkel* in no way holds that to establish a breach of duty by the closing attorneys, Plaintiffs must first establish that the easement they overlooked was valid. Appellants fail to cite *any* authority for their claim that they have no duty to disclose an invalid easement

In fact, in their Answer to Plaintiffs Complaint, Appellant specially *admitted* the existence and terms of the easement in the 2006 deed and *each of the following allegations*:

> 24. Upon information and belief, the existence of this easement was not disclosed to the Plaintiffs prior to the closing on May 7, 2010 or any time after the closing by any of the defendants.
>
> ...
>
> 26 The existence of the easement is and was a material fact that should have been disclosed to the Plaintiffs prior to closing on the property hereinabove referenced by the Defendants Rodgers, Townsend & Thomas, P.C. and Lisa Hostetler.
>
> 27. The Plaintiffs are informed and believe that the Defendants Rodgers, Townsend & Thomas, P.C. and Lisa Hostetler did not disclose the encumbrance/easement on the property, nor, did the Defendants properly communicate and explain the existence of the easement.

See Hulst Affidavit, Exh. 1, Complaint, ¶¶ 24, 26, and 27; Exh. 3 Answer ¶¶ 10-13. Based on Appellants Answer to the Complaint, the 25-foot ingress/egress easement was a *material fact* that Appellants did not disclose or properly communicate or explain to Plaintiffs. Accordingly, Appellants' duty to disclose and breach of that duty has been

established by their own admissions. Whether the easement is invalid is a damages issue—the resolution of which does not require Respondents continued participation as involuntary plaintiffs.

Nevertheless, Appellants insist that they

> ... must be allowed to put before the finder of fact the question of whether the easement(s) if 2005 and 2006 were in the first instance valid easements, in order to receive a fair trial on the element of breach of duty. By cutting off the ability to do so, the lower court's ruling decision [*sic*] necessarily involved the merits of the case.

Return, p. 10. There is absolutely nothing in Judge Jefferson's ruling that prevents Appellants from putting "before the finder of fact the question of whether the easement was in the first instance valid." *Id.* Appellants' ability to do so has in no way been "cut off" by her order dropping Respondents from the case as involuntary plaintiffs. *See id.*

Appellants contend that Judge Jefferson's ruling is a *de facto* determination of the rights between Plaintiff and Respondents, but neglect to identify the particular rights that were supposedly determined. *Id.* Judge Jefferson's order is not a determination of any rights—*de facto* or otherwise—other than Respondents' right to be relieved from further forced participating in the action as involuntary plaintiffs. Appellants are correct: Judge Jefferson's order "did not actually delve into the validity of the easement, Respondents' questionable contentions, or the conflicting assertions of Plaintiff." *Id.* That is for another day.

Appellants attempt to analogize Judge Jefferson's order to the circuit court's ruling in *Cooke v. Palmetto Health Alliance,* 367 S.C 167, 624 S.E. 2d 439 (Ct. App. 2006). In that case, the Court of Appeals determined that the circuit court had weighed the evidence

and concluded that the exclusivity provision did not apply because the plaintiff was neither a statutory employee nor a borrowed servant of the Hospital. *See id,* at 442. The Court found that the circuit court, in so holding, had finally determined a substantial matter forming a part of the Hospital's defense and, thus, the order was appealable. *See id.*

The *Cooke* case is inapposite. Judge Jefferson did not weigh the evidence or make any conclusions regarding the applicability of Appellants' claims or defenses. She did not finally determine any substantial matter forming a part of Appellants' defense. Appellants can still "challenge the absence of any damage by showing there was and is no easement damaging Plaintiff." Return, p. 11. Appellants complain that "this leaves [them] to try this suit against a non-party." Yes, it does. Appellants forget that it is Plaintiffs, not Respondents, who are claiming legal malpractice. It is not Respondents fault that Appellants failed to disclose a 25-foot wide ingress/egress easement on Plaintiff's property. Appellants have no right to demand that Respondents remain a party just because it is strategically or tactically more convenient. Appellants' desperation to blame somebody else for their breach of duty in this matter is no basis for an immediate appeal.

Appellants reliance on *Olsen v. Faculty House of Carolina, Inc.*,344 S.C. 194, 544 S.E.2d 38 (Ct. App. 2001) is also misplaced. That case was affirmed by the Supreme Court on other grounds. *See Olsen v. Faculty House of Carolina, Inc.*,354 S.C. 161, 580 S.E.2d 440 (2003). Moreover, in a footnote, the Supreme Court vacated the Court of Appeals' discussion relied upon by Appellants:

> [6] To the extent the Court of Appeals addressed other issues in affirming the grant of summary judgment to the Faculty House, its opinion is vacated. Moreover, given our holding that the Act creates

> no higher duty in this situation than does the common law, we need not address Olson's issues concerning the grant of summary judgment to the University, and we affirm the grant of summary judgment to it for the reasons stated in Issue 1. *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 526 S.E.2d 716 (2000) (court can affirm for any reason appearing in the record). **The Court of Appeals' discussion of the grant of summary judgment to the University is vacated.**

Olson v. Faculty House of Carolina, Inc., 354 S.C. 161, 168, 580 S.E.2d 440 (S.C., 2003), emphasis added.

Appellants' make the conclusory claim that "the appealed order provides that there is nothing further for the trial court to do with respect to Respondents' participation in the case." Return, p. 12. Judge Jefferson's order granting Respondents' motion for nonjoinder under Rule21, SCRCP, provides nothing of the sort. *See* Hulst Affidavit, Exh. 14. The order does not, as Appellants further claim, "prevent any final judgment as to the interests of the owners of the purported easement about which Plaintiff complains." Return, p. 12. Respondents are no longer the owners of any such interest--they expressly terminated any interests they had or might have had in the 25-foot wide ingress/egress easement at issue in the case. *See* Hulst Affidavit, Exh. 7. Whether Appellants are entitled to a determination or ruling on Respondents' interests in that easement prior to termination is for the trial judge to decide. Judge Jefferson's order certainly does not prevent or preclude Appellants from seeking such a determination.

B. Judge Jefferson's Ruling Does Not Affect a Substantial Right of Appellants.

Appellants argue that "it is [Respondents'] activity and conduct which is the primary focus of the defense in their quest to litigate the validity and scope of the easement, and

any damages, therefrom, which is disputed." Return, p. 13. From this, Appellants conclude:

> It is a substantial right of Appellants to pursue this defense against the parties who would claim they once had ownership of valid easements but no longer do because of the mid-suit filing of the new easement, which Trustees wrongfully claim renounced their interest in the Old Purported Easement which has "replaced" the purported easements which prompted this action.[fn]

Id. Respondents will be available as witnesses. Nothing in Judge Jefferson's order prevents Appellants from pursuing this misguided and factually inaccurate defense.

In a footnote, Appellants repeat their absurd charge that "the new easement does not address the 2006 easement in the complaint, but only terminates the earlier, identical 2005 easement—thus potentially leaving the 2006 easement in existence." As previously discussed, this argument is not only nonsense, but it is new nonsense that was never raised to or ruled on by Judge Jefferson. Accordingly, the issue cannot be addressed by the Court. *See Ransom v. S.C. Water Resources Comm., supra,* 321 S.C. 211, 467 S.E.2d 463, 467.

Rehashing the same arguments addressed above, Appellants cite *Neeltec Enters. v. Long,* 397 S.C. 563, 725 S.E,2d 926 (2012) to support their claim that Judge Jefferson's order deprives them of the ability to bring the validity of the purported easement(s) before the Court for a final determination. Return, p. 14. *Neeltec* involved the trial court's dismissal of an individual defendant and substituted corporate owners as the defendants.

The Supreme Court ruled that plaintiff's right to choose his or her defendants is a substantial right under S.C. Code of Laws § 14-3-330(2)(a).[4]

Appellants' reliance on *Neeltec* is misplaced. Respondents were never defendants in this case. A plaintiff may have a substantial right to choose his or her defendant, but a defendant does not necessarily have the right to choose his or her plaintiff. Judge Jefferson's order does not deprive Appellants of the ability to bring the validity of the purported easement(s) before the Court for a final determination. Appellants remain free to challenge the validity of the easements in Plaintiff's chain of title and seek a final and binding determination at trial.

Appellants' effort to cast their defense in the form of a request for a declaratory judgment does not alter the analysis. S.C. Code of Laws Anno. § 15-53-80 requires that "persons shall be made parties who have an interest which would be affected by the declaration. Having terminated their interests in the 25-foot wide ingress/egress easement, Respondents would not be affected by any declaration regarding the validity of the easement or their rights under that easement.[5]

The new instrument does not merely serve to "make it appear" as though Respondents have indeed "totally abandoned" their interests in the 25-foot wide ingress/egress easement—they have expressly done so. *See* Return, p. 15; Hulst Affidavit,

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[4] Ironically, Plaintiffs choice to not bring Respondents into the case as defendants has not been honored.

[5] Respondents were no longer parties to the action when the order granting Appellants' Motion to Amend (to add a claim for declaratory relief) was filed.

Exh. 7. Respondents were never asked to acknowledge "the purpose of the 2019 easement was to correct the old 2005 and 2006 easements," and rightly refused Appellants demand that they lie under oath and declare that "upon reflection since the suit was filed they now realize that prior to the document executed this month they had no easement across the [*sic*] Ms. Jones property." *See* Return, Appendix, Exh. 9. The new easement does not "provide for the same encircling border access to Plaintiffs' property, only narrower." Return, p. 10. The easement merely extends along one side of Plaintiffs' property. *See* Hulst Affidavit, Exh. 7. Appellants' contention that "Respondent continues to assert claims against Plaintiffs" is baseless—Respondents have never asserted any claims against Plaintiffs in this action. *Id.* As previously discussed, there is no truth to Appellants' phony assertion that "only the 2005 easement is terminated and the 2006 purported easement is alleged by Plaintiff Jones to remain." *Id.* Respondents have control over nor are they bound by Plaintiffs' allegations and claims in the Complaint. Finally, given Appellants' accusations of fraud and conspiracy and their single-minded insistence that Respondents remain involuntary plaintiffs, their assertion that Respondents "could have easily exited the case" by acknowledging that they "had no interest in said 'old' easements" rings especially hollow. *Id.* Respondent has made it abundantly clear that they have no interest in the 25-foot wide ingress/egress easement covering Plaintiff's property. *See* Hulst Affidavit, Exh. 7; *see also* p.7, *supra.*

Appellants argue that they have no choice but to appeal Judge Jefferson's ruling based on *Watts v. Copeland,* 170 S.C. 449, 170 S.E. 780 (1933). Return, p. 16. *Watts* holds that a party who does not immediately appeal an order of substitution may not appeal

this interlocutory order after final judgment. *Neeltec Enters., Inc. v. Long, supra,* 397 S.C. 563, 567, 725 S.E.2d 926, 928. The opinion in *Watts* does not make it clear whether there was any objection by defendant to the motion for or grant of substitution. *See Watts v. Copeland,* at 783. The Court ruled that the defendant was estopped from denying that the plaintiff was the proper party to prosecute the suit. *Id.,* 783.

Judge Jefferson's ruling is not an order of substitution. Plaintiffs, not Respondents, are prosecuting this suit. Respondents were dropped from the action because the rationale for including them no longer existed. Appellants will have the opportunity to appeal that ruling after the case has been tried. Judge Jefferson's order does not "in effect determine the action and prevent a judgment from which an appeal might be taken" nor does it discontinue the action. S.C. Code of Laws § 14-3-330(2)(a) is therefore inapplicable. Appellants have no right to pursue this needless and piecemeal appeal.

C. The Case of *Farmer v. CAGC Ins. Co.* Does Not Provide Authority for an Immediate Appeal.

Appellants devotes the remainder of their Return to the case of *Farmer v. CAGC Ins. Co.,* 424 S.C. 579, 819, S.E. 2d 142 (Ct. App. 2018). Return, pp. 16-18. *Farmers* is a complex insurance guaranty case that involved permissive joinder of defendants under Rule 20, SCRCP. *Id.,* at 583. One of those defendants, CompTrust, an unincorporated business trust that had been dissolved, filed several motions, including motions to dismiss under Rule 12(b) and Rule 21, SCRCP. *Id.,* at 584. The circuit court dismissed CompTrust, but also found that the motions raised novel issues, including whether an unincorporated trust can be sued after it has voluntarily dissolved. *Id.*

The Court of Appeals reversed the dismissal of CompTrust whether under Rule 12(b) or Rule 21, SCRCP. *Id.,* at 585-589. Regarding dismissal under Rule 21, the Court held:

> It appears that the circuit court was persuaded CompTrust was misjoined not because CompTrust had no connection to the factual or legal issues in the action, by because it had been dissolved. As the circuit court pointed out, whether an unincorporated business trust can be sued after it has voluntarily dissolved is a novel question in South Carolina. We do not believe it was within the court's discretion to answer this question of first impression with no factual record while ruling upon a Rule 21 motion. Motions to dismiss are no place for novelty.

Id., 586. Arguing that "the precise fact pattern in this case appears to be a novel one," Appellants, contend that "the *Farmer* case demonstrates that the nonjoinder of a party under such circumstances is a matter reviewable on direct appeal." Return, p.18.

There is nothing in the *Farmer* opinion that indicates how the case reached the Court of Appeal. The claims against CompTrust were dismissed on alternative grounds and the dismissal under Rule 12(b), SCRCP, was immediately appealable. *Lebovitz v. Mudd*, 289 S.C. 476, 479, 347 S.E.2d 94 (1986). Therefore, the circuit court's alternative ruling under Rule 21, SCRCP, would also have been considered as part of that appeal. *Farmers* does not stand for the proposition that all dismissals under Rule 21, SCRCP, are immediately appealable.

In any event, the *Farmers* case is inapposite. Unlike *Farmers,* the case at hand does not involve the permissive joinder of defendants under Rule 20, SCRCP. Respondents are not defendants in this case. Judge Jefferson did not make any determination that the issues involved in this case are novel. This is simply a garden-variety legal malpractice claim

involving Appellants' admitted failure to disclose a 25-foot wide ingress/egress easement on Plaintiffs' property. The issue must be novel, not merely the "precise fact pattern." Contrary to Appellants' dire claims, if the case ever makes it to trial, the "efficacy of the implicated easements" *will* "be tested to afford adequate relief to Appellants in this case." In the meantime, Appellants have no right to immediately appeal Judge Jefferson's order dropping Respondents from the case.

CONCLUSION

Based on the foregoing, Respondents respectfully request that the Court dismiss this appeal.

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Attorneys for 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

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
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The Honorable Deadra L. Jefferson, Circuit Court Judge

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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.

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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, Reply in Support of Motion to Dismiss Appeal, with regard to the above cited matter on all parties by depositing a copy of said Reply in Support of Motion to Dismiss Appeal in the United States mail, postage prepaid on October 16, 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.

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ATTORNEYS AT LAW

October 16, 2019

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 seven (7) copies of Respondents' Thomas Huguenin Gaillard and Thomas W. Cone, Jr.'s, Reply in Support of Motion to Dismiss Appeal and a Proof of Service in the above cited action.

Please return our clocked copy to us in the enclosed self-addressed envelope.

Thank you for your assistance.

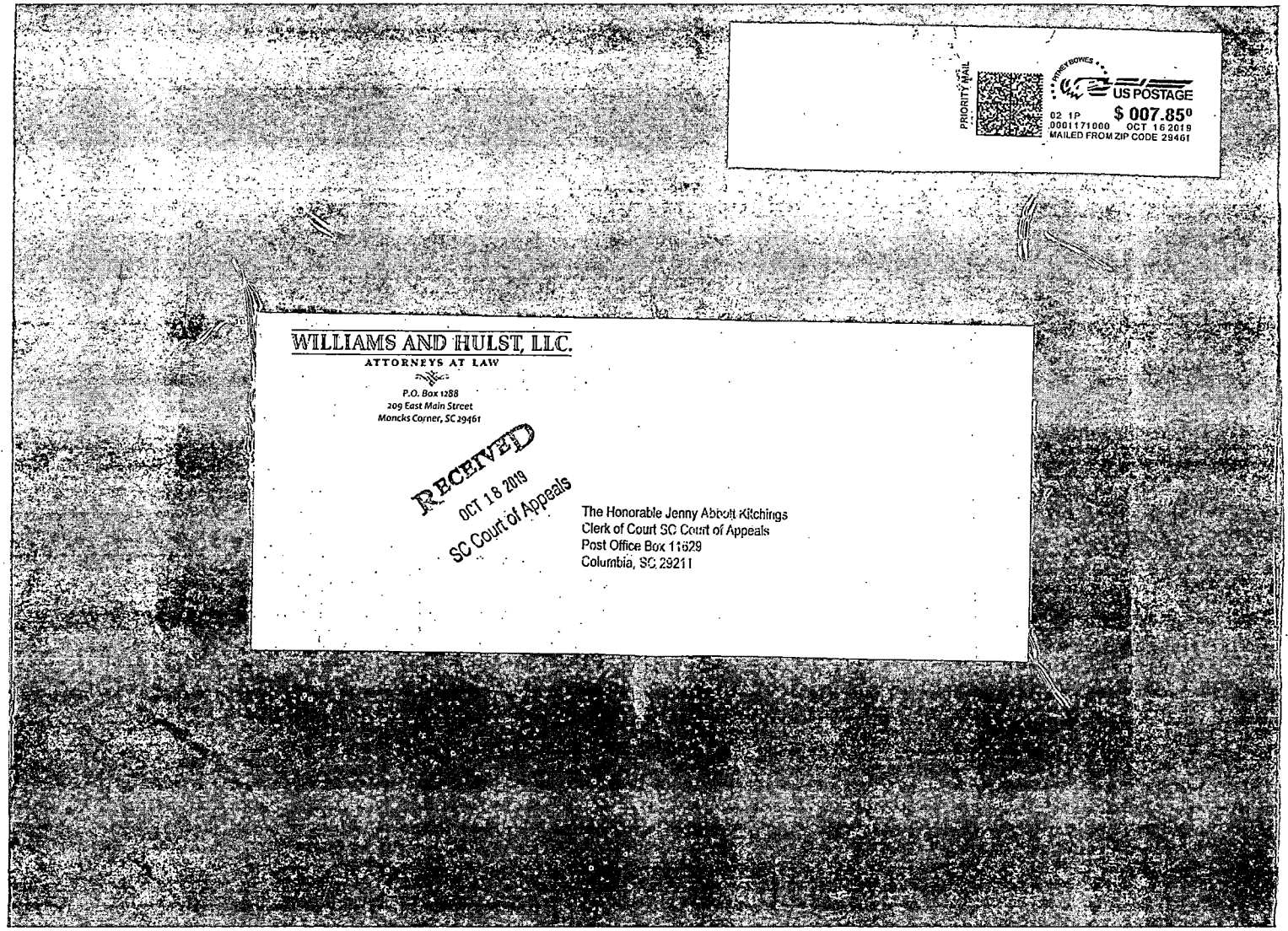
With kindest regards, I remain

Sincerely,

WILLIAMS AND HULST, LLC

J. Jay Hulst

JJH:ksb
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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