THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Diane S. Goodstein
Circuit Court Judge

Appellate Case No. 2020-000162

Pinnacle Bank, as successor in interest to Bank of North Carolina, previous successor in interest to Harbor National Bank, Plaintiff

v.

Anthony Whitfield and Cindy Whitfield, Defendants

Anthony Whitfield, Counterclaimant

v.

David Swanson, Counterclaim Defendant

of whom

Anthony Whitfield is the Appellant and David Swanson is the Respondent.

INITIAL BRIEF OF APPELLANT

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SC Court of Appeals

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STATEMENT OF ISSUES ON APPEAL

1. WHETHER THE TRIAL COURT ERRED IN FINDING THAT THE COUNTERCLAIMANT WAS NOT ENTITLED TO A JURY TRIAL ON HIS CIVIL CONSPIRACY COUNTERCLAIM AGAINST THE COUNTERCLAIM DEFENDANT WHEN BOTH PARTIES HAD PREVIOUSLY DEMANDED A JURY TRIAL ON THE CLAIM.

2. WHETHER THE TRIAL COURT ERRED IN FINIDING THAT THE CIVIL CONSPIRACY COUNTERCLAIM WAS MERELY PERMISSIVE AND NOT COMPULSORY WHERE THE COUNTERCLAIM, IF ESTABLISHED, WOULD HAVE AFFECTED THE FORECLOSURE ACTION BROUGHT BY THE PLAINTIFF.

3. WHETHER THE TRIAL COURT ERRED IN FINDING THAT THE COUNTERCLAIMANT WAS NOT ENTITLED TO A JURY TRIAL AS A MATTER OF RIGHT ON HIS CIVIL CONSPIRACY COUNTERCLAIM.

4. WHETHER THE TRIAL COURT ERRED IN BIFURCATING MR. WHITFIELD'S CIVIL CONSPIRACY FROM THE REST OF THE CASE.

STATEMENT OF THE CASE

This appeal is about whether a counterclaim defendant may unilaterally seek to strike and/or withdraw a jury trial demand on a civil conspiracy counterclaim where (1) both the counterclaimant and counterclaim defendant had demanded a jury trial on the claim, (2) the opposing party does not consent, and (3) neither party is in default. This appeal is also about whether a civil conspiracy counterclaim against a counterclaim defendant can be deemed as merely permissive when, if established, the counterclaim would serve as a bar to Plaintiff's underlying foreclosure action. Lastly, this appeal is about whether it was proper for the lower court to bifurcate the counterclaim for civil conspiracy against the counterclaim defendant from the rest of the case and refer it to the Master in Equity for a bench trial.

On September 7, 2012, Harbor National Bank, Plaintiff Pinnacle Bank's predecessor-in-interest, brought the present residential foreclosure action against Anthony M. Whitfield and his ex-wife, Cindy Whitfield. (Complaint, R.__). The action involved a residential property located in Charleston County, commonly referred to in the pleadings as the "Black Rush Property".

The action was one of five (5) foreclosure lawsuits brought by Harbor National Bank against Mr. Whitfield in 2012 for loans made to him in 2007 and 2008, covering eight (8) residential properties located throughout Berkeley, Dorchester, and Charleston Counties. In March of 2014, Harbor National Bank also brought a sixth foreclosure lawsuit against Mr. Whitfield in Dorchester County covering a ninth residential property.

In response to each of the lawsuits—including the present one—Mr. Whitfield filed counterclaims, alleging, *inter alia*, that Plaintiff Harbor National Bank had agreed to renew the loans being foreclosed upon for an additional five-year term, breached that agreement, and caused him damages. (Defendant's Answer, R.__). Specifically, Mr. Whitfield's Answer and

Counterclaim alleged (1) that he met with the president of Harbor National Bank on June 21, 2012, wherein an agreement was made to renew all nine of the loans for an additional five-year term at a reduced interest rate of 4.75%; (2) that a closing was scheduled for the following week on June 28, 2012 and attended by both Mr. Whitfield and a Harbor National Bank representative; and (3) that Harbor National Bank refused to close on any of the nine loan renewals at the closing. (Defendant's Answer, R.__).

As justification and defense for not closing on the loan renewals, Harbor National Bank contended during litigation, and after the foreclosure suit was filed, that it had sought and relied upon the advice of its counsel, David Swanson, Esq., in deciding not to close on any of Mr. Whitfield's loan renewals. (Pl's Memo in Support of Motion for Sum. Judgment, R.__). Specifically, Harbor National Bank, through its employee Scott Warren, claimed that in reliance upon Mr. Swanson's advice, Harbor National Bank had refused to renew the loan for the Black Rush Property without a title endorsement or co-signature from Cindy Whitfield.[1] (Scott Warren Depo. Tr., R.__).

Both Scott Warren and Mr. Swanson testified at their respective depositions that Mr. Warren had a telephone conversation with Mr. Swanson prior to the scheduled closing on June 28, 2020 and that Mr. Swanson had advised Mr. Warren that "under this set of facts" the Bank should get an endorsement from the title company. (R.__). However, Mr. Swanson testified that

[1] Mark Weeks, Esq., the closing attorney for the loan renewal transaction, however, testified that a title endorsement was **not necessary or required** for renewing the loan on the Black Rush Property and that he could have renewed any of the loans without a title endorsement or Ms. Cindy Whitfield's permission and/or authorization to renew the loans. (Memo in Opp. to Motion for Summ. Judgment, R.__). Moreover, according to affidavits on file, he had no knowledge of Mr. Swanson be involved in the transaction or that the bank based its decision in not closing on Mr. Swanson's alleged advice. (R.__).

he had not reviewed any documents or performed any legal research in rendering this advice and that he had not even been aware of the bank customer's name during the call despite a general policy of conducting conflict checks for incoming cases. (R.__). Mr. Swanson also testified that he did not send any bills, record any time, or otherwise keep record of his phone call with Mr. Warren. (R.__).

Subpoenaed telephone records reflected the absence of any calls from Mr. Warren's cell phone and/or office number to Mr. Swanson's cell phone and/or office number at the time and place claimed. (R.__).

On January 8, 2016, as a result of discovery conducted in this case, including the depositions of Mr. Scott Warren, Mr. David Swanson, Mr. Mark Weeks, and multiple bank employees, Mr. Whitfield filed Defendant's Fifth Amended Answer, Affirmative Defenses, Crossclaim and Counterclaims ("Fifth Amended Answer"), in which he asserted counterclaims for Civil Conspiracy and Abuse of Process against both Mr. Swanson and the Plaintiff. (Fifth Amended Answer, R.__). The Civil Conspiracy counterclaim against Mr. Swanson alleged, *inter alia*, that both Mr. Swanson and the Plaintiff, through its employee Scott Warren, had provided false testimony that a call had occurred between the two of them prior to the closing; that phone records and other evidence produced during discovery demonstrate that no such call occurred; and that the sworn testimony provided by Mr. Swanson and Mr. Warren—in which they purport that Mr. Swanson advised the bank to procure a title endorsement in order to close on the loan—was given for the ulterior purpose of fabricating a defense as to the bank's failure to renew the loan in accordance with its contractual obligation. (R.__).

As with all previous pleadings filed by Mr. Whitfield, the Fifth Amended Answer demanded a jury trial. (R.__) Like the Fourth Amended Answer before it, the Fifth Amended

Answer also asserted a cross-claim for Contractual Indemnity against Co-Defendant Cindy Whitfield. (R.__)

On February 18, 2016, David Swanson filed Third Party Defendant David Swanson's Answer to the Fifth Amended Answer. (R.__). Mr. Swanson's Answer made a demand for a jury trial. (R.__).

On July 28, 2017, Mr. Swanson filed a Motion for Summary Judgment on the Abuse of Process and Civil Conspiracy claims made against him by Mr. Whitfield. (R.__).

On November 8, 2017, The Honorable J.C. Nicholson, Jr. entered an Order granting Mr. Swanson's Motion for Summary Judgment as to the Abuse of Process claim, but denying the Motion as to the Civil Conspiracy, finding that a genuine issue of material fact exists as to the claim. (R.__).

On March 8, 2019, David Swanson filed a Motion to Bifurcate the Claims Against Mr. Swanson, Strike Mr. Whitfield's Jury Trial Demand, and to Refer the Civil Conspiracy Claim to the Master-In-Equity for a Bench Trial. (R.__). On October 7, 2019, a hearing on Mr. Swanson's motion was heard before the Honorable Diane S. Goodstein. (R.__). An Order granting Mr. Swanson's Motion was entered on October 16, 2019. (R.__). The Order found, *inter alia*, that (1) the civil conspiracy counterclaim is permissive, not compulsory (2) that the counterclaim will not affect the enforceability of the note and mortgage, (3) that Mr. Whitfield is not entitled to a jury trial as of right on the civil conspiracy claim, (4) that no logical relationship exists between Mr. Whitfield's civil conspiracy counterclaim and the foreclosure action or Mr. Whitfield's other counterclaims, and (5) that bifurcation of the civil conspiracy claim is prudent.

On October 18, 2019, Mr. Whitfield filed Defendant Anthony Whitfield's Rule 52(b) Motion to Amend Finding and Rule 59 (e) Motion to Alter or Amend Order. (R.__) An Order

denying Mr. Whitfield's Motion to Alter or Amend was entered in January 6, 2020. (R.__). On February 3, 2020, Mr. Whitfield filed his Notice of Appeal. This Appeal follows.

For purposes of this Appeal, it is also important to note that on June 9, 2020, Plaintiff Pinnacle Bank and Defendant Anthony Whitfield filed a Stipulation of Voluntary Dismissal with Prejudice as to their respective claims against each other. (R.__). The Stipulation does not end the case. The claims against Mr. Swanson and Co-Defendant Cindy Whitfield remain.

STANDARD OF REVIEW

Jury Trials

"[W]hether a party is entitled to a jury trial is a question of law." *Wachovia Bank, N.A. v. Blackburn*, 407 S.C. 321, 755 S.E.2d 437, 441 (2014), citing *Verenes v. Alvanos*, 387 S.C. 11, 15, 690 S.E.2d 771, 772 (2010). "Appellate courts may decide questions of law with no particular deference to the circuit court's findings." *Id.*

Right to Jury Trials for Compulsory Counterclaims

"If the complaint is equitable and the counterclaim is legal and compulsory, the plaintiff or the defendant has a right to a jury trial on the counterclaim." Id. 407 S.C. at 330, 755 S.E.2d at 441.

"A mortgage foreclosure is an action in equity." Id. 407 S.C. at 328, 755 S.E.2d at 440, quoting *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997). "An action for civil conspiracy is an action at law." *Mcmillan v. Oconee Memorial Hosp., Inc.*, 626 S.E.2d 884, 886, 367 S.C. 559 (2006).

"By definition, a counterclaim is compulsory only if it arises out of the same transaction or occurrence as the opposing party's claim." *First-Citizens Bank & Trust Co. of S.C. v. Hucks*, 305 S.C. 296, 298, 408 S.E.2d 222, 223 (1991), citing Rule 13(a), SCRCP.

Determining Compulsory Counterclaims in Foreclosure Actions

The test for determining if a counterclaim is compulsory is whether there is a "logical relationship" between the claim and the counterclaim. *Mullinax v. Bates,* 317 S.C. 394, 396, 453 S.E.2d 894, 895 (1995). In a foreclosure action, the "logical relationship" test is performed by determining whether the counterclaim would affect the lender's right to enforce the note and foreclose the mortgage. *Advance Int'l, Inc. v. N.C. Nat'l Bank of S.C.*, 316 S.C. 266, 269-70, 449 S.E.2d 580, 582 (Ct. App. 1994), aff'd in part, vacated in part, 320 S.C. 532, 466 S.E.2d 367 (1996).

The Effect of Demanding a Jury Trial in Litigation

The method for demanding a jury trial is set forth in Rule 38(b), SCRCP:

> Any party may demand a trial by jury of any issue triable of right by a jury by serving upon the other parties a demand therefor in writing at any time after the commencement of the action and not later than 10 days after the service of the last pleading directed to such issue. **Such demand may be endorsed upon a pleading of the party.** [Emphasis added]
>
> See also, *Shaw v. Atlantic Coast Life Ins. Co.*, 470 S.E.2d 382, 384, 322 S.C. 139 141 (Ct. App. 1996), which applies the rule.

Pursuant to Rule 38(d), SCRCP, once a demand for jury trial has been made, it may not be withdrawn without the consent of the parties, except where an opposing party is in default:

> (d) **Waiver.** The failure of a party to serve a demand as required by this rule and to file it as required by Rule 5(d) constitutes a waiver by him of trial by jury. **A demand for trial by jury made as herein provided may not be withdrawn without the consent of the parties, except where an opposing party is in default under Rule 55(a).** [Emphasis added]

Bifurcation

Rule 42(b), SCRCP, sets forth the Rule as to ordering separate trials. Specifically, Rule 42(b) states:

> (b) **Separate Trials.** The court, in furtherance of convenience or to avoid

prejudice, or when separate trials will be conducive to expedition and economy, may order a separate trial of any claim, cross-claim, counterclaim, or third-party claim, or of any separate issue or of any number of claims, cross-claims, counterclaims, third-party claims, or issues, **always preserving inviolate the right of trial by jury** as declared by the Constitution or as given by a statute of the State. [Emphasis Added].

Where a defendant in an equitable action asserts a compulsory counterclaim that alleges actions at law, both the plaintiff and the defendant **have a right to have a jury trial** on the issues raised by the compulsory legal counterclaim. *Gardner v. Travis*, 316 S.C. 316, 317-318, 450 S.E.2d 54, 56 (Ct. App. 1994). If there are factual issues common to both the legal and equitable claims, the legal claim, "absent the most imperative circumstances," must be tried, that is disposed of first *Id.* In determining whether to order separate trials or a single proceeding, "caution should be taken" by the trial court "to assure that, under the circumstances of the case, a joint trial will not deprive a party of his right to a full jury trial of legal issues." *Id.*

ARGUMENTS

I. BECAUSE BOTH COUNTERCLAIMANT ANTHONY WHITFIELD AND COUNTERCLAIM DEFENDANT DAVID SWANSON DEMANDED A JURY TRIAL ON MR. WHITFIELD'S CIVIL CONSPIRACY COUNTERCLAIM AGAINST MR. SWANSON, THE COURT ERRED IN STRIKING THE JURY DEMANDS AND FINDING THAT MR. WHITFIELD IS NOT ENTITLED TO A JURY TRIAL.

In the present action, both Counterclaimant Anthony Whitfield and Counterclaim Defendant David Swanson asked for a jury trial on the Civil Conspiracy counterclaim. Specifically, both parties placed jury demand endorsements upon their respective pleadings as permitted by Rule 38(b), SCRCP. (Defendants' Fifth Amended Answer, R.__; Third Party Defendant David Swanson's Answer to Defendant's Fifth Amended Answer, R.__). Pursuant to Rule 38(d), SCRCP, "A demand for trial by jury made as herein provided **may not be withdrawn without the consent of the parties, except where an opposing party is in default**

under Rule 55(a)." [Emphasis Added]. Mr. Whitfield did not consent to either party withdrawing their jury demand. (Transcript, Motion to Strike Jury Demand, R.__; Motion to Alter or Amend, R.__). In addition, neither party is in default under Rule 55(a), SCRCP. Accordingly, pursuant to Rule 38(d), it was an error of law to strike the jury demand. The Circuit Court's Order should be reversed.

II. BECAUSE ANTHONY WHITFIELD'S COUNTERCLAIM FOR CIVIL CONSPIRACY AGAINST DAVID SWANSON, IF ESTABLISHED, WOULD HAVE AFFECTED THE FORECLOSURE ACTION BROUGHT BY PLAINTIFF PINNACLE BANK, THE COURT ERRED IN FINDING THAT THE CIVIL CONSPIRACY COUNTERCLAIM WAS MERELY PERMISSIVE AND NOT COMPULSORY.

During this litigation, Plaintiff Harbor National Bank asserted that it had refused to close on the agreed-upon loan renewal for the Black Rush Property on the advise of its counsel. (Plaintiff's Memo in Support of Motion for Sum. Judgment, p. 4, R.__; Scott Warren, Depo. Tr., R.__). Specifically, Plaintiff Bank asserted that on the advice of its counsel, David Swanson, it would not close on the loan renewal for the Black Rush Property without a title endorsement or co-signature from Cindy Whitfield. (R.___).

The Civil Conspiracy counterclaim made against Mr. Swanson alleges, *inter alia*, that Mr. Swanson and Harbor National Bank employee Scott Warren never actually had a conversation regarding the loan renewal for the Black Rush Property; and that Mr. Swanson and Mr. Warren had conspired with each other in an effort to manufacture a defense as to Harbor National Bank's failure to renew the loan in accordance with its obligation. (Defendant's Fifth Answer, R.___).

As noted above, the test for determining if a counterclaim is compulsory is whether there is a "logical relationship" between the claim and the counterclaim. *Mullinax v. Bates*, 317 S.C. 394, 396, 453 S.E.2d 894, 895 (1995). In a foreclosure action, the "logical relationship" test is

performed by determining whether the counterclaim would affect the lender's right to enforce the note and foreclose the mortgage. *Advance Int'l, Inc. v. N.C. Nat'l Bank of S.C.*, 316 S.C. 266, 269-70, 449 S.E.2d 580, 582 (Ct. App. 1994), aff'd in part, vacated in part, 320 S.C. 532, 466 S.E.2d 367 (1996).

In the present case, a finding that Mr. Swanson conspired with Plaintiff Bank to manufacture a defense in order to avoid closing on the agreed-upon loan renewals would clearly affect the bank's ability to enforce the note and foreclose on the mortgage. Such a finding would eviscerate Plaintiff Bank's reasoning for reneging on its agreement to close on the loan renewals at the June 28, 2012 closing. Had the closing occurred as planned, the terms of the loans would have been modified and Plaintiff Bank would have lacked any conceivable basis for proceeding with a foreclosure action. If Mr. Whitfield were to prevail in establishing his civil conspiracy claim, the subject foreclosure claim would be completely preempted. Accordingly, the Civil Conspiracy counterclaim is a compulsory counterclaim.

Additionally, *North Carolina Federal Sav. and Loan Ass'n v. DAV Corp.*, 268 S.C. 514, 381 SE.2d 903 (1989), provides us with a similar set of facts from which to view the present case. In *North Carolina Federal,* the South Carolina Supreme Court held that a Defendant's counterclaim in a mortgage foreclosure action was **compulsory** where the Defendant had alleged that the Plaintiff Bank breached an oral agreement to modify the terms of the original loan and provide additional financing. In the present case, Mr. Whitfield's Civil Conspiracy counterclaim, in effect, alleges that Plaintiff Bank and Mr. Swanson conspired to manufacture a bogus defense in an effort to avoid modification of the loan terms and to provide a semblance of legitimacy to Plaintiff's Bank's failure to close on the agreed upon loan renewals. (R.__) As the Supreme Court explicitly held, "Clearly, there is a **logical relationship** between the

enforceability of the note which is the subject of the foreclosure action and the validity of the purported oral agreement which, if performed, would have avoided default on the note by the joint venture." [Emphasis added] *Id.* at 268 S.C. 518.

Based on the foregoing, it is clear that a logical relationship exists between Mr. Whitfield's Civil Conspiracy counterclaim and Plaintiff Bank's ability to foreclose on the mortgage. The counterclaim is compulsory. "If the complaint is equitable and the counterclaim is legal and compulsory, the plaintiff or the defendant has a right to a jury trial on the counterclaim." *Wachovia Bank, N.A. v. Blackburn,* 407 S.C. 321, 330, 755 S.E.2d 437, 441 (2014). Accordingly, the Circuit Court's finding that Mr. Whitfield is not entitled to a trial by jury as a matter of right should be reversed.

III. BECAUSE ANTHONY WHITFIELD'S COUNTERCLAIM AGAINST DAVID SWANSON WAS A COMPULSORY COUNTERCLAIM AFFECTING THE OUTCOME OF PLAINTIFF'S FORECLOSURE ACTION AND OTHER CROSS-CLAIMS, THE COURT ERRED IN BIFURCATING THE CLAIM FROM THE REST OF THE CASE AND REFERRING IT TO THE MASTER IN EQUITY FOR A BENCH TRIAL.

In the present case, there does not exist "the most imperative circumstances" to warrant separate trials: nearly all of Mr. Whitfield's claims are grounded in the bank's failure to renew the loans. See *Gardner v. Travis*, 316 S.C. 316, 317-318, 450 S.E.2d 54, 56 (Ct. App. 1994). Mr. Swanson's alleged advice is the only reason that Plaintiff Bank did not close on Mr. Whitfield's loan renewals. (R.__). This decision to not close on the loan renewals served as a catalyst for the alleged default, the ensuing foreclosure action, Mr. Whitfield's counterclaim against Mr. Swanson, and also Mr. Whitfield's crossclaim for contractual indemnification against Cindy Whitfield.

As set forth above, if Mr. Whitfield were to prevail in his civil conspiracy claim against

Mr. Swanson, all other claims in this action would be affected and, in effect, likely subsumed and rendered moot. There would be no foreclosure action at all. Accordingly, it was a legal error to bifurcate Mr. Whitfield's compulsory counterclaim from the rest of the case. In addition, because Mr. Whitfield's claim for civil conspiracy is a compulsory claim, it was error to refer this case to the Master in Equity for a bench trial. "If the complaint is equitable and the counterclaim is legal and compulsory, the plaintiff or the defendant has a right to a jury trial on the counterclaim." *Wachovia Bank, N.A. v. Blackburn*, 407 S.C. 321, 330, 755 S.E.2d 437, 441 (2014). Further, because a bench trial on a compulsory counterclaim does not preserve inviolate Mr. Whitfield right of trial by jury, as required under Rule 42(b), SCRCP, the Order should be reversed.

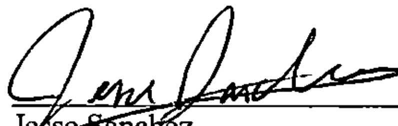
CONCLUSION

For each of the foregoing reasons, it was error for the Circuit Court to grant Mr. Swanson's Motion to Bifurcate the Civil Conspiracy Counterclaim, Strike the Jury Demand, and Refer the Bifurcated Trial to the Master in Equity for a Bench Trial. It was error for the Court to strike Mr. Whitfield's jury demand because 1) Both Mr. Whitfield and Mr. Swanson demanded a jury trial as to the Mr. Whitfield's counterclaim in their respective pleadings; 2) the Parties did not meet the pre-requisites set forth under Rule 38(d), SCRCP, for withdrawing a demand for trial by jury: Mr. Whitfield did not consent to withdrawal of his jury demand and neither party was in default under Rule 55(a), SCRCP; 3) Mr. Whitfield's counterclaim for civil conspiracy is compulsory counterclaim, which affords him the right to a jury trial; 4) Mr. Whitfield's counterclaim for civil conspiracy, if established, would have affected the Plaintiff Bank's ability to enforce the note and foreclose on the mortgage; 5) A logical relationship exist between Mr. Whitfield's Civil Conspiracy Counterclaim and Plaintiff Bank's ability to foreclose on the

mortgage.

In addition, it was error for the Circuit Court to bifurcate Mr. Whitfield's claim from the rest of the case and refer it to the Master in Equity for a bench trial, because 1) a Defendant in an equitable action who asserts a compulsory counterclaim has a right to a jury trial; 2) The reference to the Master in Equity for a bench trial will deprive Mr. Whitfield of his right to a full jury trial of the legal issues in this case; and 3) There are factual issues and witnesses that are common to all the claims set forth in this action, which would render separate trials inconvenient to the Parties and work counter to principles of judicial economy. For these reasons, the Circuit Court's Order should be reversed.

Respectfully submitted,



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June 15, 2020
Charleston, South Carolina

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APPEAL FROM CHARLESTON COUNTY
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Circuit Court Judge

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David Swanson, Counterclaim Defendant

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Anthony Whitfield is the Appellant and David Swanson is the Respondent.

PROOF OF SERVICE

I, the undersigned, certify that I have served *Appellant's Initial Brief* and *Designation of*

Matter to be Included in the Record on Appeal on Respondent David Swanson, by depositing a copy of the same in the United States Mail, Postage prepaid, on June 15, 2020, addressed to his counsel of record at as follows:

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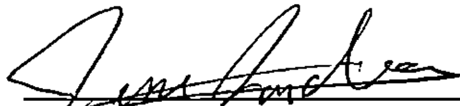

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June 15, 2020

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VIA FIRST CLASS US MAIL

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

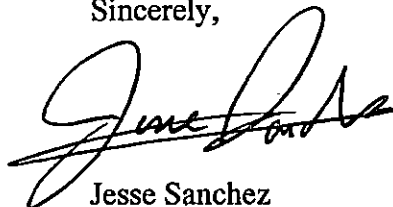
RE: Pinnacle Bank, as successor in interest to Bank of North Carolina, previous successor in interest to Harbor National Bank, Plaintiff, v. Anthony Whitfield and Cindy Whitfield, Defendants. AND Anthony Whitfield, Counterclaimant, v. David Swanson, Counterclaim Defendant, Of whom, Anthony Whitfield is the Appellant and David Swanson is the Respondent. Appellate Case No. 2020-000162

Dear Ms. Kitchings:

Enclosed herewith please find *Appellant's Initial Brief, Designation of Matter to be Included in the Record on Appeal*, and the corresponding *Proof of Service*.

Thank you for your assistance with this matter. Should you have any questions or wish to discuss this matter, please do not hesitate to contact me directly.

Sincerely,



Jesse Sanchez

Enclosures (as stated)

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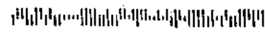

Charleston SC 294
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The Hon. Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
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