

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM GEORGETOWN COUNTY  
COURT OF COMMON PLEAS

JOE M. CROSBY, MASTER-IN-EQUITY

APPELLATE CASE NO.: 2020-000597

**RECEIVED**  
JUN 19 2020  
SC Court of Appeals

CRM OF THE CAROLINAS, LLC,

APPELLANT,

v.

TREVOR W. STEEL,

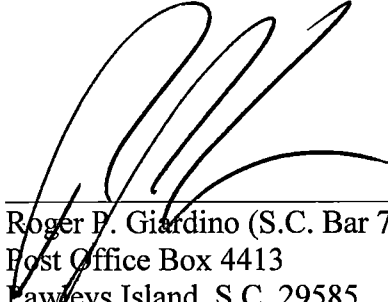
RESPONDENT.

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RESPONDENT'S INITIAL BRIEF

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June 18, 2020



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## **STATEMENTS OF ISSUES ON APEAL**

- I. Did the trial court err in finding CRM of the Carolinas, LLC was not entitled to be reimbursed a \$50,000 payment to Steel per the clear and unambiguous terms of their agreement when he did not remain employed for three (3) years?
- II. Did the trial court err in denying CRM of the Carolinas, LLC's request for attorney's fees?

## **STATEMENT OF THE CASE**

CRM of the Carolinas, LLC (hereinafter "CRM") filed this action on October 11, 2017, via Verified Complaint, asserting causes of action against Trevor W. Steel (hereinafter "Steel") for Breach of Contract, Anticipatory Breach of Contract, Slander *Per Se* and Intentional Interference with Prospective Contractual Relations. CRM also filed a Motion for Temporary Restraining Order and a Motion for Temporary Injunction on the same date. The Honorable Eugene C. Griffith, Jr. granted the Temporary Restraining Order on October 24, 2017 and the Honorable Larry B. Hyman, Jr. granted the Motion for Temporary Injunction on November 17, 2017.

Steel filed an Answer and Counterclaim on December 1, 2017 denying the allegations of the Verified Complaint and asserting a counterclaim for breach of contract and wrongful restraint of trade. CRM filed a Reply to Counterclaim on October 11, 2019, the same day Steel filed an Affidavit of Default.

This action was referred to the Master-in-Equity by consent and tried non-jury on October 14, 2019. At the call of the case, the parties and court agreed that the Temporary Injunction issued by the Honorable Larry B. Hyman, Jr. expired on its terms and was moot. Steel abandoned his counterclaims and the case proceeded on CRM's

claims. At the end of its case in chief, CRM agreed to waive any other damages but the claim for \$50,000.00 and attorney fees. The court issued an Order, dated October 18, 2019, that all Court Orders restraining Defendant from any and all types of business activities are hereby rescinded and/or terminated. Then court issued its Order finding in favor of Steel on March 12, 2020.

Appellant filed its Notice of Appeal on April 3, 2020. Appellant then served Respondent an envelope sent via US Mail, postmarked April 16, 2020 with prepaid US Postage stamped on April 15, 2020; containing a copy of the Appellant's Letter to the Honorable Jenny Abbott Kitchings dated April 3, 2020, Notice of Appeal, a copy of the March 12, 2020 Order and a Certificate of Service dated April 3, 2020. Respondent received said mailing on, or about April 20, 2020.

### **FACTS**

CRM is a general contractor, mechanical contractor and electrical contractor performing construction and maintenance services in fourteen (14) states, primarily at large resorts and buildings. (Tr. pp. 10-11). CRM is based in Pawleys Island, South Carolina and is run by Keith Errico. (Tr. pp. 10-11). Steel owned a pressure washing and painting business in Pawleys Island, called Clean Image, LLC. (Tr. p. 11). CRM had a pressure washing and painting division but "could never really get it moving forward" and was looking for someone "to partner up with." (Tr. p. 11). Errico approached Steel about joining CRM and began negotiating an agreement. CRM drafted an employment contract. (Tr. P. 26). Then presented Steel a contract for his signature dated November 10, 2016 to confirm the parties understanding of their arrangement. (Pl's. Ex. 1).

The Employment Contract provided, *inter alia*, that Steel would be paid an annual

salary of \$90,000 and would be employed at will, as well as a non-compete and non-solicitation provisions. (Pl's. Ex. 1). CRM delivered to Steel a check in the amount of \$50,000.00 designated as "Goodwill". (Def's Ex 1). On the same day, November 10, 2016, the parties executed an Employment Contract Addendum. (Pl's. Ex. 2). The Appellant drafted this addendum as well. (Tr. p. 27). It provided that CRM would pay Steel an initial payment of \$50,000 which would "be duly earned after 3 years from the date of execution of the Employment Contract." (Pl's. Ex. 2). The Addendum further provided that "should Employee leave the employment of CRM of the Carolinas, LLC before the expiration of said 3-year period, Employer would be entitled to be reimbursed for the Fifty Thousand (\$50,000.00)." (Pl's. Ex. 2). CRM had never, in the history of the company, paid anyone that much compensation to join the company. (Tr. p. 30).

While the Addendum stated the \$50,000 was for initial compensation, the actual check stub delivered to Steel dated November 10, 2016 indicates the payment was for "Goodwill". (Def's. Ex. 1, Tr. pp. 36, 40). CRM is partially owned by an Employee Stock Ownership Program ("ESOP"). (Tr. p. 16). As a result, the company's finances and accounting are subject to regular audits. (Tr. p. 16). After one of the required audits, Errico claims he was instructed CRM needed to reclassify the \$50,000 payment to Steel. Specifically, CRM attempted to reclassify the payment to Steel from "initial compensation" to purchase of the goodwill and the client list of Clean Image, LLC. (Tr. p. 16). At trial, Errico failed to identify any other instance such a payment was reclassified for any other employee. (Tr. p. 29-30). Apparently, whoever performed the audit was unaware the check and check stub presented to Steel on November 10, 2016 did, in fact, indicate the payment was for "Goodwill." (Tr. p. 40). Thus, on March 3, 2017, the parties executed a new Employment

Agreement Addendum, also drafted by CRM (Tr. p. 26-27). This Addendum provided that the original Addendum "incorrectly identified" the \$50,000 payment as initial compensation but was now being classified and identified as payment "for the good will and client list of Employee's former company, Clean Image, LLC." (Pl's Ex. 3). The Addendum further provided that if the Employee left his employment with CRM he would "be entitled to keep his former company name and client list, excluding any new clients developed during Employee's work for CRM." (Pl's. Ex. 3). Converse to the Addendum executed on November 10, 2016; the Addendum **drafted and presented** by CRM and executed by Errico and Steel on March 3, 2017, remained completely silent as to the CRM being entitled to the reimbursement of the \$50,000.00 payment.

The CRM manger to whom Steel reported made the decision in May of 2017 to terminate him. (Tr. pp. 17, 28-29). When he was terminated Errico specifically asked Steel to repay the \$50,000. (Tr. p. 17). Less than a week later, Steel approached Errico and assured Errico he could and would do better and promised improvements. (Tr. pp. 19, 35). At the time this division of the business was "bleeding money" and Errico told Steel the company could not afford to continue a \$90,000 salary. Errico offered, and Steel accepted, a 50% salary reduction to \$45,000, although Steel continued to be eligible for performance incentives bases on the performance of his division. (Tr. pp. 18-19). Although CRM rehired Steel, Appellant **did not** present a third Addendum for Steel to execute prior to recommencing work at CRM. (Tr. p. 29)

Steel voluntarily resigned from CRM on October 2, 2017. (Tr. p. 39).

## STANDARD OF REVIEW

"On appeal from an action at law tried without a jury, the appellate court's standard of review extends only to the corrections of errors of law." *Frampton v. S.C. Dep't of Transp.*, 406 S.C. 377, 752 S.E.2d 269, 273-74 (Ct. App. 2014); *Townes Assocs., Ltd. v. City of Greenville*, 266 S.C. 81, 85-86, 221 S.E.2d 773, 775 (1976). The factual findings of the trial judge will not be disturbed "unless a review of the record discloses there is no evidence which reasonably supports [its] findings." *Id.* The rule is the same whether the judge's findings are made with or without, a reference. The judge's findings are equivalent to a jury's findings in a law action. *Townes Assocs., Ltd. v. City of Greenville*, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976) citing *Chapman v. Allstate Ins. Co.*, 263 S.C. 565, 211 S.E.2d 876 (1974).

## ARGUMENT

### **I. THE APPELLANT'S APPEAL IS NOT TIMELY AND SHOULD BE DISMISSED.**

In appeals from the Court of Common Pleas, a notice of appeal must be served on all respondents within 30 days after receipt of written notice of entry of the order or judgment. Rule 203(b)(1), SCACR; *Culbertson v. Clemens*, 322 S.C. 20, 471 S.E.2d 163 (1996). The identical procedure must be adhered to for services of notices of appeal in appeals under S.C. Code Ann. § 14-11-85 (Supp. 2001), from an order or judgment issued by a master or special referee, Rule 203(b)(4), SCACR. Within 10 days of service, Appellant must file notice of appeal with the lower court. Rule 203(d).

Service of the notice of appeal confers jurisdiction. This Court in *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 602 S.E.2d 772 (2004) held, "the requirement [for a timely] notice of

appeal is jurisdictional, *i.e.*, if a party misses the deadline, the appellate court lacks jurisdiction to consider the appeal and has no authority or discretion to 'rescue' the delinquent party by extending or ignoring the deadline for service of the notice." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 15, 602 S.E.2d 772, 775 (2004); *accord Camp v. Camp*, 386 S.C. 571, 574, 689 S.E.2d 634, 636 (2010) (stating courts have "no authority to extend or expand the time" for serving a notice of appeal).

In this action, the Appellant failed to adhere to the procedure as set forth in the SCACR and applicable case law. The trial court filed its order on March 12, 2020. Appellant filed notice of appeal on April 3, 2020. However, Appellant did not serve Respondent until April 16, 2020 as clearly evidenced by the envelope sent by Appellant to Respondent via US Mail, postmarked April 16, 2020 with prepaid US Postage stamped on April 15, 2020; containing a copy of the Appellant's Letter to the Honorable Jenny Abbott Kitchings dated April 3, 2020, Notice of Appeal, a copy of the March 12, 2020 Order and a Certificate of Service dated April 3, 2020. (Please see Respondent's Exhibit A) Therefore, Appellant did not effectuate acceptable service until thirty-four days after the notice of entry of the court order. In *Wells Fargo Bank, N.A. v. Fallon Properties South Carolina, LLC*, 422 S.C. 211, 810 S.E.2d 856 (2017), the Supreme Court of South Carolina held a notice of appeal served on the thirty-first day as untimely.

## **II. IF APPELLANT OVERCOMES THE TIMELY ISSUE, APPELLANT FAILED TO PROPERLY PRESERVE THE ISSUES NOW ON APPEAL**

Appellant must preserve an issue for appellate review by actually raising it to the lower court. *Wilder Corp. v. Wilke*, 330 S.C. 71, 497 S.E.2d 731 (1998). The record should contain evidence that an issue has been properly raised to the court. *York v. Conway Ford, Inc.*, 325 S.C. 170, 480

S.E.2d. 726 (1997). The trial transcript of any objections raised by Appellant's counsel at trial germane to Appellant's case on appeal (Tr. p. 3-43). All of the exhibits from either party were entered into evidence without obligation, but for Plaintiff's Exhibits #5 & #6, with the objection raised by Respondent's counsel being to the amounts stated on face. (Tr. p. 25). Hence, Appellant did not properly preserve any issues for appeal.

Furthermore, an appealing party is limited to arguments, motions, and objections raised to and ruled upon by the trial court, and the record must establish how the issue was raised and contemporaneously treated at trial. Rule 210(h), SCACR, *Reid v. Kelly*, 274 S.C. 171, 262 S.E.2d 24 (1980), *State v. Hudgins*, 319 S.C. 233, 460 S.E.2d 388 (1995). Within 10 days of the notice of order, Appellant failed to raise any post-trial motions, specifically, but not limited to a motion pursuant to Rule 59(e) and or Rule 52, SCRCF. Therefore, Appellant's actions at trial and post-trial failed to preserve any issue for appellate review.

An appellate court may not, of course, *reverse* for any reason appearing in the record. The losing party must first try to convince the lower court it is has ruled wrongly and then, if that effort fails, convince the appellate court that the lower court erred. *I'ON, LLC v. Town of Mt. Pleasant*, 338 S.C. 406, 421, 526 S.E.2d 716 (S.C. 2000). This principle underlies the long-established preservation requirement that the losing party generally must both present his issues and arguments to the lower court and obtain a ruling before an appellate court will review those issues and arguments. *I'ON, LLC v. Town of Mt. Pleasant*, 338 S.C. 406, 422, 526 S.E.2d 716 (S.C. 2000); *Smith v. Phillips*, 318 S.C. 453, 458 S.E.2d 427 (1995) (appellate court generally will not address an issue unless the issue was raised to and ruled upon by the trial court); *State v. Williams*, 303 S.C. 410, 401 S.E.2d 168 (1991) (same); *Sumter Building & Loan Ass'n v. Winn*, 45 S.C. 381, 23 S.E. 29 (1895) (same).

If the losing party has raised an issue in the lower court, but the court fails to rule upon it, the party must file a motion to alter or amend the judgment in order to preserve the issue for appellate review. *Id.*, 422, *Pelican Bldg. Centers of Horry-Georgetown, Inc. v. Dutton*, 311 S.C. 56, 427 S.E.2d 673 (1993); *Hoffman v. Powell*, 298 S.C. 338, 380 S.E.2d 821 (1989); *see also* Rules 52(b) and 59(e), SCRCP.

Imposing this preservation requirement on the appellant is meant to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments. *See Roche v. South Carolina Alcoholic Beverage Control Comm'n*, 263 S.C. 451, 211 S.E.2d 243 (1975) (purpose of an appeal is to determine whether the trial judge erroneously acted or failed to act and when appellant's contentions are not presented or passed on by the trial judge, such contentions will not be considered on appeal).

### **III. THE TRIAL COURT CORRECTLY RULED ON THIS MATTER WHEN PRESENTED WITH AMBIGUOUS TERMS OF THE PARTIES' AGREEMENTS**

In an action at law, on appeal of a case tried without a jury, the findings of fact of the judge will not be disturbed upon appeal unless found to be without evidence which reasonably supports the judge's findings. The rule is the same whether the judge's findings are made with or without a reference. The judge's findings are equivalent to a jury's findings in a law action. *Chapman v. Allstate Ins. Co.*, 263 S.C. 565, 211 S.E.2d 876 (1974). Appellant contends that the employment contract, November 10, 2016 Addendum and March 3, 2017 Addendum (Pl.'s # 1, 2 & 3) are unambiguous. The mere fact that the three documents attempt to alter the classification of the \$50,000.00 payment three times in a four-month window illustrates otherwise. Appellant relies on *Wallace v. Day*, 390 S.C. 69, 700 S.E.2d 446 (S.C. App. 2010). The crux of CRM's legal

argument hangs on, “when the language of a contract is clear and unambiguous, the determination of the parties' intent is a question of law for the court.” *Wallace*, 700 S.E.2d at 449 (citing *Hawkins v. Greenwood Dev. Corp.*, 328 S.C. 585, 592, 493 S.E.2d 875, 878 (Ct.App. 1997)). Appellant relies on such when asserting the contention, “the trial court committed an error of law in finding that Steel did not intend to pay the money back if he was not employed with CRM for three years, or in finding the change in classification of the payment, even if it did change, somehow alleviated his contractual promise.” (Appellant Brief, page 8). Unfortunately, CRM failed to fully cite *Wallace* for this Court’s complete analysis:

When interpreting a contract, a court must ascertain and give effect to the intention of the parties. *Chan v. Thompson*, 302 S.C. 285, 289, 395 S.E.2d 731, 734 (Ct.App.1990). To determine the intention of the parties, the court “must first look at the language of the contract....” *C.A.N. Enters., Inc. v. S.C. Health & Human Servs. Fin. Comm'n*, 296 S.C. 373, 377, 373 S.E.2d 584, 586 (1988). When the language of a contract is clear and unambiguous, the determination of the parties' intent is a question of law for the court. *Hawkins v. Greenwood Dev. Corp.*, 328 S.C. 585, 592, 493 S.E.2d 875, 878 (Ct.App.1997). Whether an ambiguity exists in the language of a contract is also a question of law. *S.C. Dep't of Natural Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302-03 (2001).

“A contract is ambiguous when the terms of the contract are reasonably susceptible of more than one interpretation.” *McClellanville*, 345 S.C. at 623, 550 S.E.2d at 302. “The uncertainty in interpretation can arise from the words of the instrument, or in the application of the words to the object they describe.” *Pee Dee*, 381 S.C. at 242, 672 S.E.2d at 803. “Once the court decides the language is ambiguous, evidence may be admitted to show the intent of the parties.” *McClellanville*, 345 S.C. at 623, 550 S.E.2d at 303. “The determination of the parties' intent is then a *question of fact*.” *Id.* (emphasis added).

The fact that the parties executed three different documents, all containing different terms drafted wholly by the Appellant, in a relatively short period of time is ample evidence to establish the agreement between the parties was ambiguous. Appellant argument that the agreement between the parties is unambiguous is disingenuous when CRM fails to offer any semblance of an explanation as to why the language drafted by CRM differs between the two addenda and why the March 3, 2017 Addendum fails to include the identical “repayment

language” contained in the November 10, 2016. Therefore, the trial court correctly determined the issues presented and properly ruled in favor of Respondent.

With respect to Appellant’s assertion that the March 12, 2020 Order fails to comply with S.C.R.C.P 52(a), Respondent contends that such is not ripe for appellate review. If the losing party has raised an issue in the lower court, but the court fails to rule upon it, the party must file a motion to alter or amend the judgment in order to preserve the issue for appellate review. *I’ON, LLC v. Town of Mt. Pleasant*, 338 S.C. 406, 422.; *Pelican Bldg. Centers of Horry-Georgetown, Inc. v. Dutton*, 311 S.C. 56, 427 S.E.2d 673 (1993); *Hoffman v. Powell*, 298 S.C. 338, 380 S.E.2d 821 (1989); *see also* Rules 52(b) and 59(e), SCRPC. Imposing this preservation requirement on the appellant is meant to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments. *Roche v. South Carolina Alcoholic Beverage Control Comm’n*, 263 S.C. 451, 211 S.E.2d 243 (1975) (purpose of an appeal is to determine whether the trial judge erroneously acted or failed to act and when appellant’s contentions are not presented or passed on by the trial judge, such contentions will not be considered on appeal). CRM’s lack of engagement as to any post-trial motions failed to preserve any contention that the Order failed to comply with S.C.R.C.P. 52(a).

#### **IV. TRIAL COURT CORRECTLY DENIED CRM’S REQUEST FOR ATTORNEY**

##### **FEES**

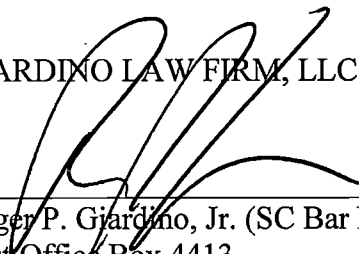
Trial Court correctly did not grant Appellant’s request for attorney’s fees. The court contemplated the parties’ request for attorney’s fees, addressing such specifically to the parties in open court. (Tr. p. 42). Again, CRM failed to address such ruling with the appropriate post trial motion practice. Therefore, this issue is not ripe for appellate review. In addition, Appellant

fails to cite in support of its argument any analogous precedent. Instead, CRM relies on case law not totally eliminating the possibility of recovering attorney's fees.

**CONCLUSION**

Based on the forgoing, Respondent respectfully request the trial court's Order finding for Steel affirmed in totality. That the trial court weighed all the evidence presented and properly ruled in the Respondent. Additionally, Respondent prays that the judgment be affirmed for any other reason appearing in the record of the case.

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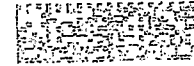
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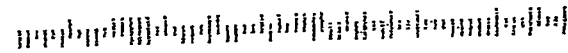
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Respondent's Ex. A

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April 3, 2020

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J. CLAY HOPKINS

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CERTIFIED MEDIATOR

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

Re: CRM of the Carolinas, LLC v. Trevor W. Steel  
Case No.: 2017-CP-22-00856

Dear Ms. Kitchings:

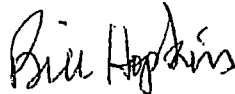
Please find enclosed the original and one copy of a Notice of Appeal in the above referenced matter. Also enclosed is our firm's check in the amount of \$250 for the filing fee. Please file the original Notice and return a clocked copy to me in the enclosed self-addressed, stamped envelope.

By copy of this letter, I am serving the Notice of Appeal on counsel for Defendant.

Thank you for your assistance.

Sincerely,

HOPKINS LAW FIRM, LLC



William E. Hopkins, Jr.

WEHjr/kyr  
Enclosures

cc: Roger P. Giordino, Esquire  
CRM of the Carolinas, LLC

**Respondent's Ex. A**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

Joe M. Crosby, Master in Equity

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Case No.: 2017-CP-22-00856

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CRM of the Carolinas, LLC, .....Appellant

vs.

Trevor W. Steel,.....Respondents.

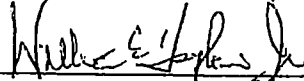
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**NOTICE OF APPEAL**

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Plaintiff CRM of the Carolinas, LLC appeals the Order of the Honorable Joe M. Crosby dated March 12, 2020 and filed with the Georgetown County Clerk of Court on March 12, 2020.

HOPKINS LAW FIRM, LLC



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[bill@hopkinsfirm.com](mailto:bill@hopkinsfirm.com)

ATTORNEY FOR PLAINTIFF

Pawleys Island, South Carolina  
April 3, 2020

Other Counsel of Record:

Roger P. Giordino, Esquire  
Attorney at Law  
Post Office Box 4416  
Pawleys Island, SC 29585

Attorney for Defendant Trevor W. Steel

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

IN THE COURT OF COMMON PLEAS

CASE NO.: 2017-CP-22-000856

CRM of the Carolinas, LLC,

Plaintiff,

ORDER

v.

Trevor W. Steel,

Defendant.

On October 11, 2017, Plaintiff commenced a lawsuit against the defendant via Verified Complaint alleging various causes of actions including Breach of Contract, Anticipatory Breach of Contract, Slander *Per Se* and Intentional Interference with Prospective Contractual Relations. Defendant answered the Complaint and asserted Counterclaims for damages on December 7, 2017. Amongst the Plaintiff's allegations placed a non-compete clause contained in November 10, 2016 employment contract entered into by the parties at center between the parties' controversies. Soon thereafter, Plaintiff sought and obtained a Temporary Restraining Order issued by the Honorable Eugene C. Griffith, Jr, on October 24, 2017, and a Temporary Injunction issued by the Honorable Larry B. Hyman, Jr., on November 17, 2017 curtailing specific business activities the Defendant may engage in during the pendency of this action. As per the terms of the non-compete clause, any restraint on the Defendant's actions expired on October 2, 2019.

2017-CP-22-000856

On October 14, 2019, the Honorable Joe M. Crosby presided over this matter for trial. Attorney William E. Hopkins, Jr. represented the Plaintiff, CRM of the Carolinas, LLC and Roger P. Giardino represented Defendant Trevor W. Steel.

Prior to trial, Defendant moved to dismiss the Plaintiff's cause of actions concerning the enforcement of said non-compete clause and a termination of the Temporary Injunction. Plaintiff stipulated that any controversies arising from said non-compete clause were indeed moot at this time. The Honorable Joe M. Crosby granted Defendant's Pre-Trial motion; see Order filed on October 18, 2019, which rescinded and terminated the Temporary Restraining Order issued by the Honorable Eugene C. Griffith, Jr, on October 24, 2017, and the Temporary Injunction issued by the Honorable Larry B. Hyman, Jr., on November 17, 2017 curtailing specific business activities the Defendant may engage in during the pendency of this action.

At the time of trial, Michael Keith Errico and Gregg S. Evans testified on behalf of the Plaintiff CRM of the Carolinas, LLC and Defendant Trevor W. Steel also testified. After their direct testimony, each witness underwent cross examination from opposing counsel. The crux of the controversies between the parties concerns the initial payment of \$50,000 which arose from the November 10, 2016 employment contract the parties willingly and voluntarily entered into and executed. Plaintiff presented and offered said contract to the Court; which the Court accepted and entered into evidence without objection from the Defendant. Elicited testimony from the parties clearly established that the parties altered and amended, through written addendum, the terms of employment, amount and designation of financial compensation, as well as the job requirements and responsibilities on multiple occasions throughout the lifetime of the business relationship between the parties. Plaintiff also offered and placed into evidence the following: the Employment Contract Addendum dated November 10, 2016, the Employment

**2017-CP-22-000856**

Contract Addendum dated March 3, 2017, a screenshot of a Facebook posting, and two bills for legal services. Defendant offered and placed into evidence a copy of the November 10, 2016 check stub and an Affidavit for Attorney Fees. Defendant elected not to prosecute the Defendant's counterclaims.

Upon the conclusion of the case in chief, each party's attorney moved respectively for attorney fees from the other.

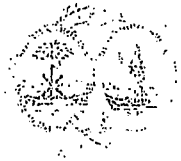
After weighing the testimony presented with evidence offered, the Court finds the Plaintiff failed to meet the necessary burden of proof to substantiated its claims against the Defendant. With respect to Plaintiff's request for attorney fees, the evidence established the classification of the payment of funds was changed a number of times by the Plaintiff; that on one occasion the change conferred an alleged monetary benefit to the Plaintiff. Therefore, the Plaintiff cannot now assert a different setting and cannot claim attorney fees. The Court further determined the actions of the Defendant certainly resulted in a justifiable termination of the parties' business relationship. As such, there is no basis for this Court to award the Defendant attorney fees.

Wherefore, it is the ORDER of this Court that in this matter of CRM of the Carolinas, LLC against Trevor W. Steel this Court finds in favor of the Defendant and denies the Plaintiff and Defendant respective requests for attorney fees.

February \_\_, 2020

\_\_\_\_\_  
Joe M. Crosby, Master in Equity  
Georgetown County, S.C.

**2017-CP-22-000856**



Georgetown Common Pleas

**Case Caption:** Crm Of The Carolinas Llc VS Trevor W Steel  
**Case Number:** 2017CP2200856  
**Type:** Master/Order/Other

So Ordered

s/ Joe M. Crosby 3072

Electronically signed on 2020-03-12 15:00:10 page 4 of 4

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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY  
Court of Common Pleas

Joe M. Crosby, Master in Equity

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Case No.: 2017-CP-22-00856

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CRM of the Carolinas, LLC, .....Appellant

vs.

Trevor W. Steel, .....Respondents.

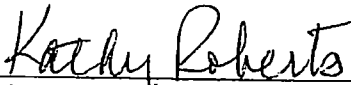
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**CERTIFICATE OF SERVICE**

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I, Kathy Roberts, an employee of Hopkins Law Firm, LLC, hereby certify that on April 3, 2020, I caused a true and correct copy of the **Notice of Appeal** in the above captioned action to be served on all counsel of record via regular U.S. Mail, postage pre-paid, addressed as follows:

Roger P. Giordino, Esquire  
Attorney at Law  
Post Office Box 4416  
Pawleys Island, SC 29585

  
\_\_\_\_\_  
Kathy Roberts

Pawleys Island, South Carolina

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM GEORGETOWN COUNTY  
COURT OF COMMON PLEAS

JOE M. CROSBY, MASTER-IN-EQUITY

APPELLATE CASE NO.: 2020-000597

**RECEIVED**

JUN 19 2020

SC Court of Appeals

CRM OF THE CAROLINAS, LLC,

APPELLANT,

v.

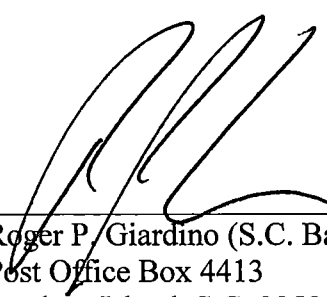
TREVOR W. STEEL,

RESPONDENT.

PROOF OF SERVICE

I certify that I have served a Respondent's Initial Brief and Designation of Matter on CRM of the Carolinas, LLC by depositing a copy of it in the United States Mail, postage prepaid on June 18, 2020 and Hand Delivered addressed to its attorney of record, William E. Hopkins, Jr., PO Box 1885,(12019 Ocean Highway) Pawleys Island, SC 29858.

June 18, 2020

  
\_\_\_\_\_  
Roger P. Giardino (S.C. Bar 74478)  
Post Office Box 4413  
Pawleys Island, S.C. 29585  
843-237-4533  
Attorney for Respondent

## Giardino Law Firm

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Roger P. Giardino, Esq.  
Admitted in: NY, DC, SC,  
U.S. SDNY, U.S. EDNY &  
U.S. DSC

Certified SC Family & Probate  
Court Mediator

Facsimile: 843.314.4322  
Email: GiardinoLaw@gmail.com

**RECEIVED**

June 18, 2020

JUN 19 2020  
SC Court of Appeals

The Honorable Jenny Abbott Kitchings  
Clerk of Court  
1220 Senate Street  
Columbia, S.C. 29201

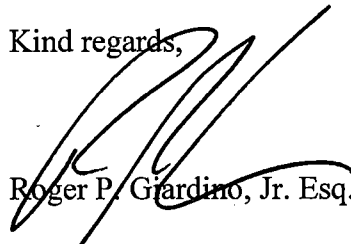
Re: CRM of the Carolinas, LLC v. Trevor W. Steel  
Appellate Case No. 2020-000597

Dear Honorable Kitchings:

Enclosed for filing please find the original and one copy of Respondent's Designation of Matter and Respondent's Initial Brief and Proof of Service of the same. I have also enclosed a self-addressed stamped envelope for the return of a clocked copy of documents.

Please do not hesitate to contact me if you should have any questions.

Kind regards,



Roger P. Giardino, Jr. Esq.

cc: William E. Hopkins, Jr., Esquire  
PO Box 1885  
Pawleys Island, SC 29585

Giardino Law Firm  
PO Box 4413  
Pawleys Island, SC 29585

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JUN 19 2020  
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