THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Honorable Robin B. Stillwell, Circuit Court Judge

Case No. 2014-CP-23-05031
Appeal No. 2017-002183

Oldcastle APG South, Inc., d/b/a Adams Products Company, and Oldcastle APG Northeast, Inc., d/b/a Foster-Southeastern,

Respondents,

v.

Daniel B. Albert,

Appellant.

FINAL REPLY BRIEF OF APPELLANT

Daniel B. Albert
2 Tennwood Dr
Greenville, South Carolina 29609
(321) 474-9189
Appellant, *pro se*

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Honorable Robin B. Stillwell, Circuit Court Judge

Case No. 2014-CP-23-05031
Appeal No. 2017-002183

Oldcastle APG South, Inc., d/b/a Adams Products Company, and Oldcastle APG Northeast, Inc., d/b/a Foster-Southeastern, Respondents,

v.

Daniel B. Albert, Appellant.

FINAL REPLY BRIEF OF APPELLANT

Daniel B. Albert
2 Tennwood Dr
Greenville, South Carolina 29609
(321) 474-9189
Appellant, *pro se*

TABLE OF CONTENTS

TABLE OF AUTHORITIES

RULES

STATEMENT OF THE CASE

Appellant adopts and incorporates by reference the Statement of the Case presented in his Initial Brief. The factual history discussed below is limited to reply to the issues raised in the Respondents' Statement of the Case.

Respondents assert on page 1 of their Initial Brief that, prior to Trial scheduled for May 23, 2016, Respondents proposed to Appellant that the parties dismiss the case without prejudice pursuant to Rule 40(j), SCRCP, and that they sent to Appellant a proposed "Consent Order Striking Case from Docket per Rule 40(J). Respondents reference Exhibit A to Plaintiff's Memorandum in Opposition to Defendant's Motion for Relief and Reinstatement to Trial Roster (R. pp. 146-214), but the Consent Order Striking Case from Docket in Exhibit A is not the document that was attached to the email from counsel for Respondents to Appellant that is also included as part of Exhibit A.

Although Appellant only received Respondents' seventy page "Memorandum in Opposition" on June 14, 2017, the day before the June 15, 2017 hearing, Appellant caught this discrepancy and brought it to the attention of the court by presenting Exhibit 14 (R. pp. 275-278 – p. 251, lines 15-24) at the hearing, which was the actual "Consent Order of Dismissal" attached to the email in Exhibit A, which is also the same email found in Exhibit 1 of Defendant's Motion for Relief and Reinstatement to Trial Roster (R. pp. 51-52). The "Consent Order Striking Case from Docket" that Respondents allege was sent to Plaintiff on May 16, 2016 was actually attached to an email that counsel for Respondents sent to Appellant on February 3, 2017 (R. pp. 279-286 – p. 282 – p. 285 – p. 252 lines 1-5 - p. 267, lines 22-24).

For further evidence that Respondents provided the wrong document in Exhibit A, see the email from counsel for Respondents to Appellant in Exhibit 2 of Appellant's Motion for Relief (R. p.

53), where counsel for Respondents states "I received your response to my proposed Consent Order dismissing the case pursuant to rule 40(J)." In more than one email, both counsel for Respondents and Appellant referred to the document as a "Consent Order of Dismissal" and never as a "Consent Order Striking Case from Docket."

At best, presenting the wrong document in Exhibit A is a careless error on the part of Respondents to fail to print the actual document attached to their Exhibit A in order to include the correct document in Exhibit A. At worst, it is a willful act to misrepresent the truth and propound a false narrative regarding this case in order to achieve a desired outcome in favor of Respondents. One would readily excuse this as an oversight if it were not for a consistent pattern on the part of Respondents to misrepresent the facts in this case.

On page 3 of their Initial Brief, Respondents state that "two days after signing the Confession of Judgment, however, Albert sent Oldcastle's counsel an email suggesting that the parties should enter into a settlement agreement spelling out certain additional terms and conditions. He explained that, after he had emailed the executed Confession of Judgment, he had had additional questions and concerns regarding its terms." Respondents make it sound like Appellant was seeking to renege on an agreement and renegotiate its terms, when in fact Appellant was expressing concern that the Confession of Judgment did not clearly memorialize the agreement between the parties, and that he questioned whether the Confession of Judgment was actually a valid agreement that was binding on both parties. In his email (R. pp. 60-70 – pp. 60-61), Appellant begins the email by saying "It seems to me that we should draft a simple settlement agreement that is signed by both parties that spells out without ambiguity the intent of the agreement," and then in the last paragraph of the email states: "After I emailed you the confession of judgment the other day I realized that there was no provision

for executing an agreement by Oldcastle, even though the confession of judgment has language that says 'Plaintiffs hereby agree'. I don't see how what you have put together is binding upon Oldcastle." And then Appellant finishes the email with "it seems that a simple settlement agreement executed by both parties would establish a legally binding agreement. Let me know your thoughts."

In their Initial Brief, Respondents state "Albert spelled out, in four numbered paragraphs, his 'intent in entering into this agreement,' none of which involved an immediate end to the litigation." In making this point in order to further the false narrative that the parties entered into the Confession of Judgment and Settlement Agreement without the intent of bringing the litigation to an immediate end, Respondents ignore several very important facts that show that the intent of the parties in entering into an agreement was indeed to bring the litigation to an immediate end. In order to avoid redundancy, these facts will be brought out in the argument section, but the intent of the parties is very well-established in the exhibits to Appellant's Motion for Relief.

Exhibit 1 shows that Appellant rejected Respondents Consent Order of Dismissal because it would have simply "frozen the case in time for a year" instead of bringing the litigation to an immediate end so that Appellant could resume doing business with Respondents, which are divisions of Oldcastle, a multibillion-dollar business that Appellant had done business with in at least seven states and Canada. Due to the litigation, Appellant and his companies were prohibited by the legal department of Respondents from doing business with any Oldcastle companies, and Appellant wanted an immediate end to litigation so that he could resume doing business with Respondents. Counsel for Respondents had previously proffered a Confession of Judgment to Appellant, and Appellant proposed that the parties enter into a modified Confession of Judgment in order to bring an end to the litigation of the case. It is clear from Exhibit 1 and subsequent communications that the

intent of Appellant in entering an agreement with Respondents was to bring about an immediate end to the litigation.

Counsel for Respondents forwarded a Confession of Judgment later the same day, asking that Appellant sign and notarize the document, send it back to her, and that she would "then advise the court of the dismissal of the case." This communication by counsel for Respondents, found in Exhibit 2 of Appellant's Motion for Relief clearly shows that it was the intent of Respondents that the litigation come to an end upon execution of the Confession of Judgment, which Appellant scanned and emailed back to counsel for Respondents on May 16, 2016, which is found in Exhibit 3 of the Motion for Relief.

The communication regarding the sharp disagreement over the clarity and validity of the Confession of Judgment between Appellant and counsel for Respondents starts with Exhibit 4, counsel for Respondents acquiesces by sending Appellant a draft Settlement Agreement in Exhibit 5, with the draft Settlement Agreement attached as Exhibit 6 to the Motion for Relief. The String of emails and attachments that document the execution of the Settlement Agreement along with consents to the Confession of Judgment by representatives of Respondents are presented in Exhibit 7, with all of the elements assembled together in Exhibit 8 (R. pp. 93-104). The involvement of the jury coordinator for the Circuit Court, Lyndall Coker, which involved removing the case from the docket, restoring the case to the docket, and representation by counsel for Respondents on May 23, 2016 that the case was settled, and that she said "I will be submitting a stipulation of dismissal shortly" are found in Exhibit 9 (R. pp. 105-113).

Appellant relied upon counsel for Respondents, who was the drafter of all of the agreements, to deliver what Appellant had bargained for, and what counsel for Respondents promised, which was

the immediate end to the litigation. At that time, Appellant did not know the mechanics of how counsel for Respondents would bring an end to the litigation, but it was self-evident that in the context of the communications and the agreements executed, that counsel for Respondents had the duty to do what was necessary to timely bring an end to the litigation. Appellant relied upon the representations of counsel for Respondents that upon signing the Confession of Judgment that the case would be dismissed, and later that upon the execution of the Settlement Agreement by the parties, the litigation would be over.

Appellant was quite surprised to learn in January 2017 that the litigation was still active, which is contrary to what was agreed to. After leaving a message for counsel for Respondents questioning why the case was still active, counsel for Respondents emailed a 41(a) Stipulation of Dismissal with Prejudice to Appellant, asking Appellant to authorize counsel for Respondents to attach Appellant's electronic signature to the document. The voicemail Appellant left for counsel for Respondents must have prompted counsel for Respondents to instruct her assistant to send the email with the attached Stipulation of Dismissal. The message read "Please see the attached Stipulation of Dismissal which needs to be filed with the court in order to formally dismiss the above action. If you will reply to this email that we have your permission to add your signature and electronically file the Stipulation of Dismissal with the court, it would be much appreciated."

Appellant then replied to the email (R. pp. 279-286 – pp. 279-280), asking counsel for Respondents "How does this stipulation of dismissal, which involves a dismissal with prejudice, differ from what we already did? Appellant was confused as to why the case was still active when what had been executed the prior year was supposed to end the litigation. Apparently, counsel for Respondents saw the opportunity to revise history and recast the agreement as something that it

wasn't. That is when she sent Appellant her Consent Order Striking Case from Docket, which would have permitted the matter to be restored to the active trial docket within one year. Appellant executed the Stipulation of Dismissal with Prejudice on February 4, 2017 and scanned it and emailed it back to counsel for Respondents (R. pp. 279-286).

At best, counsel for Respondents was negligent in satisfying the most important term of the Settlement Agreement, that of effectuating the intent of the parties that the litigation come to an end. At worst, counsel for Respondents saw an opportunity to renege on the Settlement Agreement in order to seek a better deal for Respondents. Whether Respondents failed to bring a timely end to the litigation through negligence, fraud, misrepresentation or other misconduct, they breached the Settlement Agreement, which is a basis for granting Appellant's Motion for Relief under Rule 60, SCRCP, specifically under Rule 60(b)(3), SCRCP and Rule 60(b)(4), SCRCP.

Appellant and counsel for Respondents entered a new phase of sharp disagreement. Respondents could have cured their breach by simply executing the Stipulation of Dismissal with Prejudice that they sent to Appellant and that Appellant executed and emailed back to them on February 4, 2017 (R. pp. 279-286 – p. 287). Instead, Respondents were reticent in denying every proposal that Appellant made to resolve the problem that was created by the breach of the Settlement Agreement by Respondents. The communications between Appellant and Respondents related to this new phase of sharp disagreement are contained in Exhibit 12 of the Motion for Relief. Respondents turned down numerous proposals by Appellant to resolve the dispute, choosing to double down on a pattern of false narratives and misrepresentations (R. pp. 133-141). In their statement of the case in their Initial Brief, Respondents try to characterize all of the proposals by Appellant to resolve the dispute as self-serving efforts to renege on an agreement to change the terms thereof, but in actuality,

Appellant bent over backwards to give Respondents multiple options to at little to no cost to Respondents. Appellant proactively proposed solutions to the problem created by Respondents, but rather than recognize the problem they created and propose their own solution, Respondents and counsel for Respondents have chosen to admit no wrong, regardless of how contorted they must twist and misrepresent the truth.

In the final analysis, Appellant was denied the benefit of his bargain by Respondents, and the net effect of Respondents failing to bring an end to the litigation in a timely manner was that the case continued in similar fashion as it would had Appellant agreed to the original proposed consent order to dismiss the case, only that Respondents now claim a Confession of Judgment against Appellant for $100,000.

ARGUMENTS

Appellant adopts and incorporates by reference those arguments raised in his Initial Brief. For the sake of brevity, Appellant offers the arguments herein as a limited reply to those issues presented in the Respondents' Initial Brief.

In their Initial Brief, Respondents state that Appellant's Brief contains no table of contents or table of authorities as required by Rule 208, SCACR. Appellant's Brief indeed contained a table of contents, and Appellant saw only a requirement in rule 208 for a table of authorities if authorities are referenced in the Brief. As a *pro se* litigant, Appellant was unaware of a requirement to cite legal authority beyond that cited in his Rule 60 Motion. Appellant craves reference to his Motion for Relief of Judgment and for Reinstatement to Trial Roster, and will make the effort to cite Rule 60, SCRCP and subparts in this Reply Brief when appropriate.

On page 6 of their Initial Brief, Respondents correctly state that Appellant filed his Motion for Relief of Judgment and for Reinstatement to Trial Roster pursuant to Rule 60, SCRCP (R. pp. 46-145). In his Motion for Relief, Appellant argued that Respondents denied him the benefit of his bargain through negligence, breach of contract, fraud, misrepresentation or other misconduct. To the extent that negligence and breach of contract are construed to be "other misconduct," all of these elements, if applicable, would be just cause for the granting of Appellant's Motion for Relief pursuant to Rule 60(b)(3). Furthermore, Appellant believes that breach of contract on the part of Respondents with respect to the Confession of Judgment or the Settlement Agreement would void the Confession of Judgment pursuant to Rule 60(b)(4).

I. RESPONDENTS' ARGUMENT THAT THE CONFESSION OF JUDGMENT SIGNED BY APPELLANT ON MAY 16, 2016 IS "VALID AND ENFORCEABLE INDEPENDENT OF THE SETTLEMENT AGREEMENT" IS WITHOUT MERIT.

Appellant and counsel for Respondents were in sharp disagreement about whether the Confession of Judgment that was executed by Appellant on May 16, 2016 was a valid agreement. Counsel for Respondents acquiesced to the insistence of Appellant that it was necessary for the parties to execute a Settlement Agreement in order to clarify the terms of the agreement and to validate the Confession of Judgment by emailing a draft Settlement Agreement and Release to Defendant on May 21, 2016. Exhibit G matches Exhibit 5, with the critical omission of the last communication of counsel for Respondents in the email string which states "Dan, I will add those signatures and get it to you on Monday." (R. pp. 71-73) This last communication in the Exhibit 5 email string shows that counsel for Respondents not only acquiesced to the arguments made by Appellant that the parties needed to execute a valid Settlement Agreement, but that the Settlement Agreement needed to authorize the Confession of Judgment and include signatures on or consents to the Confession of Judgment by authorized representatives of Respondents in this case.

Exhibit 6 is the draft Settlement Agreement that counsel for Respondents emailed to Appellant as an attachment to the Exhibit 5 email. The Settlement Agreement was executed through a series of emails between Appellant and counsel for Respondents that started on May 23, 2016 and completed on June 2, 2016. Exhibit 7 (R. pp. 78-92) is the email string and attachments executing the Settlement Agreement and the consents to the Confession of Judgment by representatives of Respondents, and Exhibit 8 (R. pp. 93-104) is the assembly of the various elements comprising the Settlement Agreement, including the Confession of

Judgment and consents.

The first page of Exhibit 9 (R. pp. 105-113) includes an email from Appellant to Lindell Coker informing her that the case should be restored to the trial roster because the parties were in sharp disagreement over a contemplated settlement agreement. This page was omitted by Respondents in the exhibits to their motion in opposition.

Respondents present the Confession of Judgment independent of the Settlement Agreement, but Exhibit 8 (R. pp. 93-104), is the proper way to present the Confession of Judgment, attached to the Settlement Agreement and also accompanied by the "we consent" signature pages. In an email to Appellant in Exhibit 7 (R. pp. 78-92 - p. 83), Counsel for Respondents states that "We will attach the 'We Consent' page to the Confession of Judgment."

After acquiescing to the need to execute a Settlement Agreement after a sharp disagreement with Appellant about the validity of the standalone Confession of Judgment, Respondents are trying to retain the option of claiming that the Confession of Judgment is valid as a standalone document in order to retain one additional path to realizing their objective of denying Appellant the benefit of his bargain. This issue was not adjudicated by the Circuit Court, but even if it was determined that the Confession of Judgment was a valid, standalone agreement, which Appellant maintains is not the case, Respondents would still be in breach of contract because it has been established that the intent of the parties before entering the Confession of Judgment was to bring an immediate end to the litigation.

II. THE INTENT OF THE PARTIES WAS THAT THE EXECUTION OF THE CONFESSION OF JUDGMENT WOULD END THE LITIGATION, AND THAT AFTER SHARP DISAGREEMENT ABOUT THE VALIDITY OF THE CONFESSION OF JUDGMENT, THE EXECUTION OF THE SETTLEMENT AGREEMENT ONE WEEK LATER WOULD LIKEWISE END THE LITIGATION. ARGUMENTS TO THE CONTRARY BY RESPONDENTS ARE WITHOUT MERIT.

On page 20 of their Initial Brief, Respondents state that "there is no evidence that Albert was ever promised an immediate dismissal with prejudice in return for signing either the Settlement Agreement or, for that matter, the Confession of Judgment." Respondents is parsing words and using semantics to twist the truth of the stated intention of the parties prior to the execution of the Confession of Judgment and the execution of the Settlement Agreement. Appellant admitted that he did not know what the precise mechanics were of effectuating the objective of bringing a complete and final end to the litigation in this matter, so the words "immediate dismissal with prejudice" had no meaning or relevance at the time Appellant signed the Confession of Judgment and the Settlement Agreement. What was relevant and operative at the time of the execution of both documents was the intent of the parties to bring an end to the litigation. Appellant was indeed promised prior to signing the Confession of Judgment that signing the Confession of Judgment would bring an end to litigation. Likewise, Appellant was indeed promised prior to signing the Settlement Agreement that signing the Settlement Agreement would bring an end to litigation.

Starting at the bottom of page 20, Respondents state that "Although Oldcastle was prepared to remove the matter from the active docket in exchange for Albert signing the Confession of Judgment, and had taken steps to do so, Albert's about-face and insistence on renegotiating the terms of the document he had just signed placed the parties in a very

different posture." This is a complete misrepresentation of the truth, as Respondents had offered Appellant a Consent Order of Dismissal without prejudice prior to Appellant signing the Confession of Judgment which would have removed the matter from the active docket for one year without requiring anything of Appellant, including signing a Confession of Judgment. Appellant rejected the proposed Consent Order of Dismissal because it did not bring a complete and final end to the litigation. Indeed, Respondents quote Appellant stating that if the parties can agree to the confession of judgment that "we could be finished with this litigation immediately," and then go on to state that "in a cover email, Oldcastle's counsel explained that, once Albert signed and had the confession of judgment notarized, she would' advise the court of the dismissal of the case.'" Clearly, both parties were in agreement that the case would be dismissed, bringing an end to litigation immediately.

Further evidence that the intention of the parties in executing the Confession of Judgment and the Settlement Agreement was to immediately end the litigation is found in counsel for Respondents statement that "I will be glad to send you a settlement agreement that states that we are relinquishing all claims against you personally and Madawaska Hardscape Products, Inc. due to your signing of that Confession of Judgment (R. pp. 60-70 – p. 62).

Although the Settlement Agreement did not clearly give the Respondents the duty to file a stipulation of dismissal within the four corners of the document, which Appellant believes was unnecessary because it was self-evident that Respondents had the duty to end the litigation, it is clear within the four corners of the document that the intent of the parties was that, upon execution of the Settlement Agreement by both parties, litigation would

immediately cease. The Settlement Agreement, once executed by both parties, simultaneously created new obligations between the parties while releasing each party from all prior claims, including the litigation.

When, in paragraph three of the Settlement Agreement it states that "Oldcastle agrees to accept the Settlement Agreement to be paid as specified above, and if such amount is paid, the payment shall act as a release of all claims with prejudice," it does not refer to the claims and counterclaims of the litigation, or any other prior claims, for that matter, it only refers to a release of all claims created by the Settlement Agreement.

Likewise, under paragraph four of the Settlement Agreement, "Release of All Claims," the statement "The parties understand and agree that of (sic) this Agreement is followed, it shall act as a full and final release of all Claims" refers only to the new obligations created by the Settlement Agreement, as the matter is clarified later in the paragraph by stating "Oldcastle and Albert do hereby fully release each other, each other's partners, officers, directors, guarantors, etc.... from all claims and causes of action by reason of any damages, injuries or losses which may have been sustained or may be sustained in the future, arising out of, or in any way concerning the past business relationship between Oldcastle and Albert whereby Oldcastle sold products to Albert and his company or companies and concerning the claims asserted by Oldcastle in the Litigation and the counterclaims asserted by Albert in the Litigation. Obligations created by this Agreement, including the obligations set forth in the Confession of Judgment, are exempt from the coverage of this release." (R. pp. 93-104 – pp. 95-96)

The intent of the Settlement Agreement was clear that the execution of the Settlement

Agreement ended the litigation while creating new obligations between the parties. In addition to the clear intent within the four corners of the document, parole evidence also supports this fact, and any arguments by Respondents to the contrary are without merit.

III. RESPONDENTS SUGGEST THAT APPELLANT IS ATTEMPTING TO USE THE JUDICIAL PROCESS TO RENEGE ON A SETTLEMENT AGREEMENT AND CONFESSION OF JUDGMENT THAT HE REVIEWED AND KNOWINGLY SIGNED IN ORDER TO NEGOTIATE YET A "BETTER DEAL" FOR HIMSELF, WHEN THE OPPOSITE IS TRUE.

The suggestion by Respondents that Appellant is attempting to use the judicial process to renege on a settlement agreement and confession of judgment in order to negotiate a better deal for himself is nonsensical. There are three deals to consider. First, the offer by Respondents of a Consent Order of Dismissal without prejudice that Appellant rejected in favor of a better deal (the second deal) that he bargained for at the time, that is, in exchange for a Confession of Judgment with certain terms, the Litigation would be immediately over. The third deal is the current status, which Appellant did not bargain for and results from a breach of contract on the part of Respondents. The third deal, the current status, is one that Respondents are seeking for themselves in order to achieve a better deal for themselves.

At the time of the negotiation of the Settlement Agreement and Confession of Judgment, Appellant gave up a great deal in order to secure an immediate end to the litigation so that Respondents would no longer be prohibited by their legal department from doing business with Appellant. In addition to granting a Confession of Judgment, Appellant was willing to give up his affirmative defenses and counterclaims and trial by jury. Appellant was seeking to minimize the adverse impact that continued discovery, preparation for trial and the cost of Respondents to send witnesses to trial would have on the potential business relationship of Appellant and Respondents. Appellant considered this to be superior to, or a better deal than, agreeing to a Consent Order of Dismissal that would simply freeze the case for a year. Respondents are the ones that are using the judicial process to seek a better deal for themselves by denying Appellant the benefit of his bargain and securing a $100,000 judgment without any consideration.

IV. RESPONDENTS ARGUE THAT OLDCASTLE DID NOT ASSUME A UNILATERAL AND UNQUALIFIED OBLIGATION TO DISMISS THE CASE, AND THEREFORE, DID NOT BREACH THE SETTLEMENT AGREEMENT, WHEN IT WAS SELF-EVIDENT THAT RESPONDENTS HAD THE DUTY TO TIMELY FULFILL THE AGREEMENT TO IMMEDIATELY END THE LITIGATION CALLED FOR BY THE EXECUTION OF THE SETTLEMENT AGREEMENT.

Respondents argue on page 16 of their Initial Brief that "Appellant argues that Oldcastle assumed a unilateral and unqualified obligation to dismiss the case pending against him with prejudice merely upon his signing the Settlement Agreement, which it later breached." Respondents are again parsing words, for Appellant was not concerned with whether the case was dismissed with or without prejudice, but was simply expecting Respondents to fulfill their promise that, upon execution of the Settlement Agreement by both parties, the litigation would be over.

Given that all of the agreements were drafted by counsel for Respondents, that Counsel for Respondents represented to Appellant and the court that the case was settled and an order of dismissal would be provided by counsel for Respondents, that counsel for Respondents was the only one that demonstrated knowledge of how the mechanics worked to end the litigation, and that Appellant was never asked to initiate any clerical function to end the litigation, it is self-evident that Respondents had a duty to timely fulfill the stipulation in the Settlement Agreement that the litigation would be over upon the execution of the Settlement Agreement by both parties, and it was reasonable that Appellant expect Respondents to fulfill that duty. It is most egregious that, even after Appellant executed the Stipulation of Dismissal with Prejudice that counsel for Respondents sent to him in February 2017, that respondents still failed to fulfill their duty to end the litigation.

CONCLUSION

If this Court reverses the judgment of the Circuit Court, the result will be that the litigation would proceed, and Respondents would then be able to prove its case upon the merits. Respondents would not lose a valid judgment that they earned by proving the merits of their case, they would simply lose a confession of judgment that was secured by counsel for Respondents through

negligence, fraud, misrepresentation or other misconduct. For the reasons stated, justice in this case requires that this Court reverse the judgment of the Circuit Court pursuant to Rule 60 and allow the parties to prove their claims, defenses and counterclaims.

Respectfully submitted,

Aug 31, 2018

Daniel B. Albert
2 Tennwood Dr
Greenville, South Carolina 29609
(321) 474-9189
Appellant, *pro se*

Certificate of Counsel

The undersigned hereby certifies that this **Final Reply Brief of Appellant** conforms with the requirements of Rule 211(b).

August 31, 2018

Daniel B. Albert
2 Tennwood Dr
Greenville, South Carolina 29609
(321) 474-9189
Appellant, *pro se*