

STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Robert E. Hood

Appellate Case No. 2019-001811

Best Choice Roofing & Home Improvement, Inc.,..... Appellant,

v.

Tyler Woods,.....Respondent.

APPELLANT'S FINAL BRIEF

Townes B. Johnson III (SC Bar# 75412)
TOWNES B. JOHNSON III, LLC
PO BOX 9246
GREENVILLE, SC 29604
PH: (864) 757-4899

Attorney for Appellant

TABLE OF CONTENTS

TABLE OF AUTHORITIES ii

STATEMENT OF ISSUES ON APPEAL 1

STATEMENT OF THE CASE..... 2

STATEMENT OF FACTS 2

ARGUMENT 3

 I. THE COURT ERRONEOUSLY FOUND THAT TYLER WOODS WOULD BE
 PREJUDICED BY BEST CHOICE ROOFING & HOME IMPROVEMENT,
 INC.'S MOTION TO AMEND BEING GRANTED..... 3

 II. THE COURT ERRONEOUSLY FAILED TO FREELY AND LIBERALLY
 GRANT BEST CHOICE ROOFING & HOME IMPROVEMENT, INC.'S
 MOTION TO AMEND IN ACCORDANCE WITH SOUTH CAROLINA
 LAW.....3

CONCLUSION..... 4

TABLE OF AUTHORITIES

Statutes

South Carolina Rules of Civil Procedure, Rule 15(a).....3, 4

Cases

Parker v. Spartanburg Sanitary Sewer Dist., 362 S.C. 276 607 S.E.2d 711 (Ct. App. 2005)...3, 4

Tanner v. Florence County Treasurer, 336 S.C. 552, 521 S.E.2d 153 (1999).....3

Crestwood Golf Club, Inc. v. Potter, 328 S.C. 201, 493S.E.2d 826 (1997).....4

Jarrell v. Seaboard Sys. R.R., 294 S.C. 183, 363 S.E.2d 398 (Ct. App. 1987).....4

STATEMENT OF ISSUES ON APPEAL

- I. THE COURT ERRONEOUSLY FOUND THAT TYLER WOODS WOULD BE PREJUDICED BY BEST CHOICE ROOFING & HOME IMPROVEMENT, INC.'S MOTION TO AMEND BEING GRANTED.

- II. THE COURT ERRONEOUSLY FAILED TO FREELY AND LIBERALLY GRANT BEST CHOICE ROOFING & HOME IMPROVEMENT, INC.'S MOTION TO AMEND IN ACCORDANCE WITH SOUTH CAROLINA LAW.

STATEMENT OF THE CASE

On or about March 8, 2018, Plaintiff/Appellant Best Choice Roofing & Home Improvement, Inc (“BCR”) brought this action against Defendant/Respondent Tyler Woods (“Woods”) for a breach of non-compete and confidentiality provisions in his employment agreement with BCR. On or about June 11, 2018, Woods filed both his Motion to Dismiss and his Answer and Counterclaims. On July 11, 2018, BCR filed its reply to Woods' counterclaims. After engaging in written discovery, BCR on December 18, 2018, filed a motion to amend the Complaint to withdraw its cause of action for breach of non-compete and confidentiality provision of the employment agreement and add new causes of action against Woods for fraud, negligent misrepresentation, unfair trade practices and conversion. As of December 18, 2018, the case had not been placed on any jury trial rosters and the parties had not mediated.

The next day, on December 19, 2018, Woods filed a motion for Summary Judgment as to Plaintiffs original Complaint and as to its counterclaims. A motion hearing was held on January 30, 2019 before the Honorable Robert E. Hood, and, on February 19, 2019, the Court issued its Order granting Woods' motion for Summary Judgment and denying BCR's Motion to Amend. On February 28, 2019, BCR filed its motion to Reconsider, Alter or Amend Judge Hood's February 19, 2019 Order. On March 20, 2019, the Court issued a revised Order granting Woods' motion for Summary Judgment and denying BCR's Motion to Amend. On March 28, 2019, BCR filed a Revised Motion to Reconsider, Alter or Amend and on October 22, 2019, the Honorable Robert E. Hood denied BCR's motion. This appeal ensued.

STATEMENT OF FACTS

On or about April 19, 2017, Woods entered into an employment agreement with BCR wherein Woods was going to relocate to the Atlanta, Georgia metro area to work for Plaintiff. In conjunction with Woods' relocation, BCR advanced Woods the sum of \$2,500 for relocation expenses. Less than two weeks later, on April 29, 2017, Woods left BCR and moved to Columbia, South Carolina and failed to return to BCR the \$2,500 BCR had advanced Woods.

ARGUMENT

I. THE COURT ERRONEOUSLY FOUND THAT TYLER WOODS WOULD BE PREJUDICED BY BEST CHOICE ROOFING & HOME IMPROVEMENT, INC.'S MOTION TO AMEND BEING GRANTED.

In the Court's February 19, 2019 Order and March 20, 2019 Order, the Court found that Woods would be prejudiced by BCR being granted leave to amend its Complaint under Rule 15, SCRPC. The Court, however, failed to show that Woods would lack either notice or an opportunity to refute BCR's amended claims. See *Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276 607 S.E.2d 711 (Ct. App. 2005) (The prejudice Rule 15 envisions is a lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it. (Citing *Tanner v. Florence County Treasurer*, 336 S.C. 552,521 S.E.2d 153 (1999))). Further, as the parties had not engaged in any discovery other than written discovery, had not mediated the case and the case was not on any jury trial dockets as of BCR's filing of its Motion to Amend, it cannot be argued that Woods would not have had notice of the amended claims or the opportunity to refute them. The Court, accordingly, erroneously found that Woods would be prejudiced by BCR being granted leave to amend its Complaint.

II. THE COURT ERRONEOUSLY FAILED TO FREELY AND LIBERALLY GRANT BEST CHOICE ROOFING & HOME IMPROVEMENT, INC.'S MOTION TO AMEND IN ACCORDANCE WITH SOUTH CAROLINA LAW.

As Woods would suffer no prejudice as a result of the grant of BCR's Motion to Amend, South Carolina law strongly favors the grant of leave to amend. *Id.* (Leave to amend pleadings pursuant to Rule 15, SCRCPP, shall be liberally and freely given when justice so requires and does not prejudice any other party. Citing *Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 493 S.E.2d 826 (1997) and This rule strongly favors amendments and the court is encouraged to freely grant leave to amend. Citing *Jarrell v. Seaboard Sys. R.R.*, 294 S.C. 183, 363 S.E.2d 398 (Ct.App.1987)). In the case at hand, the Court erroneously failed to freely and liberally grant BCR' s Motion to Amend in accordance with long standing South Carolina law. *Id.*

CONCLUSION

For the foregoing reasons, Best Choice Roofing & Home Improvement, Inc. respectfully asks this Court to reverse the Circuit Court's Orders February 19, 2019 Order, March 20, 2019 and October 22, 2019 and allow Best Choice Roofing & Home Improvement , Inc. to Amend its Complaint.

Respectfully submitted,



Townes B. Johnson III (SC Bar# 75412)

TOWNES B. JOHNSON III, LLC

PO Box 9246

GREENVILLE, SC 29604

PH: (864) 757-4899

Attorney for Appellant

December 17, 2020
Greenville, SC