

THE STATE OF SOUTH CAROLINA
In the Supreme Court

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S.C. SUPREME COURT

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Karl A. Folkens, Special Referee

Appellate Case No.: 2017-001646
Supreme Court Case No: 2020-001478

Jericho State Capital Corp. of Florida.....Plaintiff

v.

Chicago Title Insurance Company.....Defendant

AND

Lynx Jericho Partners, LLC.....Plaintiff

v.

Chicago Title Insurance Company.....Defendant

Of whom Jericho State Capital Corp. of Florida and Lynx Jericho Partners, LLC
are theRespondents,

And Chicago Title Insurance Company is thePetitioner.

**RESPONDENT’S MOTION TO STRIKE *AMICUS CURIAE*
BRIEF OF PALMETTO LAND TITLE ASSOCIATION
AND TO DISQUALIFY WOMBLE BOND DICKINSON U.S., LLP**

Respondent Jericho State Capital Corp. of Florida (“Respondent”) hereby moves (i) to strike the Amicus Curiae Brief filed on behalf of Palmetto Land Title Association (“PLTA”) and (2) to disqualify Womble Bond Dickinson, U.S., LLP (“Law Firm”), on the following grounds:

1. The Law Firm filed a proposed Amicus Curiae Brief on behalf of PLTA on Friday January 8, 2021. Later that same day, Respondent Jericho State Capital Corp. of Florida (“Respondent”) informed the undersigned that the Law Firm previously represented Respondent for matters related to the same property that is the subject of this appeal and has grave concerns about the Law Firm representing PTLA in a manner directly adverse to Respondent’s case.
2. The undersigned communicated this to the Law Firm’s attorney on the same day, who addressed the matter quickly and has already communicated to the Court the Law Firm’s plan to withdraw PTLA’s motion and proposed brief.
3. Nonetheless, Respondent also makes this motion to strike the brief from the record and to prohibit PLTA and its lawyers from refileing the same (or substantially the same) brief. Respondent also requests this court to prohibit the Law Firm from supplying any information, documents, work product, legal research, and/or briefs related to its file on this matter to any other entity, including Petitioner Chicago Title, PLTA or another lawyer for PLTA. To the extent it already has, the Law Firm should confirm the return of such information or confirm its destruction.
4. This is no small matter to Respondent, as according to PLTA’s website, Petitioner Chicago Title is a “founding sponsor” of PLTA.¹ Moreover, Chicago Title’s employees are members and serve on several PLTA committees.² In fact, Petitioner’s counsel in this pending appeal is or was a Director for PLTA.³ Respondents do not wish the Law Firm’s

¹ https://www.scplta.org/site_page.cfm?pk_association_webpage_menu=5363&pk_association_webpage=12247

² [Palmetto Land Title Association - Powered by AMO \(scplta.org\)](https://www.palmetto-land-title.com/)

³ <https://callisontighe.com/attorneys/demetri-jim-k-koutrakos/>

work in this manner to be disclosed to or adopted by PLTA, which is an entity with close contacts to Chicago Title.

5. By way of background, the Law Firm has previously represented Respondent and its related companies on numerous matters, primarily involving real estate, business transactions and litigation. Respondent considered the Law Firm as their “go to” law firm on matters involving South Carolina and North Carolina transactions. This included several partners and numerous associate lawyers. [See, Appendix p. 769, lines 5-23, p. 37, lines 1-16; p. 772, lines 5-22; Appendix p. 1122-1134, 1140].
6. In 2006, Respondent engaged in the loan transaction that is the subject of this case. As more fully described in its Return to Petition for Writ of Certiorari, Respondent loaned approximately \$4 million to the purchaser of the subject property, secured by a mortgage and protected by a lender’s title insurance policy issued by Petitioner Chicago Title Insurance Company.
7. Respondent believes the Law Firm participated in this loan and real estate closing transaction. Although Respondent does not recall the exact details of the representation leading up to and during the transaction, Respondent’s best recollection is that their New York and Florida lawyers worked directly with the Law Firm on certain issues directly related to the transaction and for which Respondent paid them attorney’s fees. This also included simultaneous representation by the Law Firm regarding a companion loan on property in North Carolina. [Appendix p. 769, lines 5-23, p. 37, lines 1-16; p. 772, lines 5-22; Appendix p. 1122-1134, 1140].
8. Not too long after the closing on the subject property, the purchaser defaulted on the loan. The Law Firm represented Respondent to address the default and to attempt to negotiate a resolution.

9. In 2007 and thereafter, the Law Firm represented Respondent in its foreclosure of the subject property. As a result, Respondent took ownership of the subject property in 2008. [Appendix p. 1122-1134, 1140].
10. Respondent asserts that in the following years, the Law Firm provided legal counsel and guidance to Respondent regarding the subject property on matters that directly relate to this matter, including the SCDOT condemnation action, although another law firm handled the litigation of that matter. During this time, the Law Firm also represented Respondent on other matters, including the N.C. companion loan transaction and securing Respondent's title to that land by foreclosure.
11. Respondent strongly believes that as a result the Law Firm's role during the history of this case, it has intimate knowledge of the Respondent's business as it relates to the subject property and of the property itself.
12. The Law Firm's participation is not immaterial. In fact, their lawyer's testimony was quoted in Petitioner's Chicago Title's Petition for Writ of Certiorari, at page 6. [See, Appendix p. 1140, 1151]. Based on the Law Firm's testimony at the foreclosure hearing, Petitioner Chicago Title asserts the subject property was free and clear of encumbrances at the time of foreclosure, which Respondent disputes for the reasons stated in its Return. Also, Petitioner has argued that Respondent's damages in this case (an issue currently not on appeal), are affected by Respondent's foreclosure and foreclosure bid amount, which was made following counsel and guidance from the Law Firm.
13. PLTA's position and its Amicus Curiae brief in this matter is directly adverse to that of Respondent, supporting Chicago Title's position and adopting many portions of Chicago Title's facts and arguments. This is not surprising, because as stated above, Chicago Title is a founding sponsor of PLTA and is intimately involved in PLTA's affairs.

14. For the reasons set forth above, Respondent seeks an order of this court (i) striking PLTA's proposed Amicus Curiae brief, and (ii) disqualifying the Law Firm from any further participation in this matter and (iii) prohibiting the Law Firm from disseminating any information, documents, work product, legal research, and/or briefs related to its file on this matter to any other entity, including Chicago Title, PLTA, or their attorneys, or if such dissemination has already taken place, an order requiring the Law Firm to confirm the return or destruction of said material.



Fred B. Newby
C. Scott Masel
Newby Sartip Masel & Casper, LLC
P.O. Box 808
Myrtle Beach, SC 29578
843/449-9417
Attorney for Respondents

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