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Aug 23 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master-In-Equity
Ninth Judicial Circuit

Case No. 2016-CP-10-1560
Appellate Case No. 2017-002546

CARPENTER BRASELTON, LLCAppellant,

vs.

ASHLEY ROBERTS, JEREMY COOK, and
SALAHEDDINE EZZAUDI, Respondents.

**RESPONDENTS' RETURN
TO APPELLANT'S PETITION FOR REHEARING *EN BANC***

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I. INTRODUCTION

Appellant Carpenter Braselton, LLC (“Appellant”) failed in its first attempt to convince this Court that the disputed plat notation unambiguously established a restrictive covenant. In its Petition for Rehearing, Appellant rehashes its original, rejected, arguments and adds a new argument never before raised in this litigation.

This Court correctly affirmed the order of the Master-in-Equity (“Master”) and held the plat notation by Charleston County (“County”) did not create a restrictive covenant over the four lots making up the disputed property. In doing so, the Court neither overlooked nor misapprehended any aspect of the facts of this case or the arguments for reversal the Appellant put forth. Appellant’s Petition for Rehearing merely repeats its prior arguments and adds a new argument it never raised either before the Master or in this Court which, therefore, must be rejected.

Appellant’s Petition for Rehearing should be denied.

II. BRIEF BACKGROUND¹

Appellant and Respondents each own one of the five lots created when the heirs of James Roper subdivided a tract of property (the “Property”) in the early 1990s. The Property and the five lots are shown on a plat recorded on December 31, 1990, in the RMC Office for Charleston County in Plat Book CB at Page 130 (the “Plat”). R. at 91. As explained fully in Respondents’ brief, the County made certain notations on the Plat because four of the five lots were not suitable for traditional sewer and alternative sewer service was not yet available. These notations were placed by the County after the Roper heirs requested the subdivision be allowed, but subject to the specific stipulation that building would not be allowed until municipal sewer service became available at

¹ The relevant facts and procedural background are fully set forth in this Court’s Opinion and Respondent’s Brief.

the Property for four of the five lots. Accordingly, the County placed the following notations on the Plat:

- THIS LOT MEETS CURRENT MINIMUM HEALTH DEPARTMENT STANDARDS FOR A MODIFIED CONVENTIONAL SUB-SURFACE DISPOSAL SYSTEM (FOR LOT C-1 ONLY)
- THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES²

(Quinn Aff. ¶ 8, R. at 94). Appellant asserts the four lots identified are subject to a restriction from building.

After the Plat was recorded and before Appellant purchased a lot, Respondents Ashley Roberts and Jeremy Cook purchased Lots C-2 and C-3 and constructed a home on Lot C-3, which construction was completed February 5, 2009. (Exhibit 6 to Summary Judgment Motion; R. at 195). Appellant then purchased Lot C-5 by deed dated November 10, 2014. (R. at 263). The remaining lots owned by Respondent are unimproved.

Edward L. Terry is the authorized agent of Appellant. His wife is the sole member and manager of Appellant. (Terry Dep. pp. 27-28, R. at 204). Mr. Terry has developed numerous subdivisions in multiple states. (Id. pp.12-14, R. at 200-201). He has developed approximately 20 subdivisions in South Carolina. (Id. p. 14, R. at 201). Some of the subdivisions he developed were restricted by traditional covenants, conditions, and restrictions. (Id. pp. 18-21 R. at 202). Mr. Terry was extensively involved in the purchase of Appellant's property, reviewing documents and visiting the property. (Id. pp. 25, 40-41, R. at 203, 207). Appellant constructed and owns a two story "Barn" on land adjoining the lots that make up the Property, complete with horse stables on the first floor and a second-floor office apartment containing two bedrooms and one bath. (Terry

² This language is derived from Standard Subdivision Stipulations that Charleston County used at that time. (Chas. Planning Dept. FOIA Response 3/7/17 p. 3, R. at 10.).

Dep. p. 37–38, ex. 11, R. at 206-207, 261). Appellant also purchased Lot C-5 well after Respondents Ashley Roberts and Jeremy Cook constructed a home on Lot C-3, despite Appellant’s assertion, through Mr. Terry, that it relied on the Plat’s notations.

Appellant filed this action seeking to enforce the Plat notation, “THESE LOTS, C-2, C-3, C-4, & C-5 FOR AGRICULTURAL USE ONLY, NOT TO BE USED FOR BUILDING PURPOSES,” as a restrictive covenant on the four lots identified. After answering the complaint, Respondents filed a motion for summary judgment. The Master heard the motion, granted summary judgment in favor of Respondents, and this appeal followed. This Court affirmed the Master by Unpublished Opinion No. 2021-UP-280 on July 21, 2021 (“Opinion”). Appellant has now filed a Petition for Rehearing *en banc* before this full Court.

III. ARGUMENT

This Court affirmed the Master’s order, holding the Plat notation was ambiguous as to its origin and extrinsic evidence was thus properly considered to determine intent. Appellant has not identified an error in this analysis because Appellant fails to acknowledge and address the Court’s identified ambiguity, and accordingly the cases cited by Appellant are inapposite.

Even if the Court were to rehear Appellant’s arguments, the Court would most likely alter its Opinion, if it altered anything, to hold that the Plat is either ambiguous about both the meaning and origin of the notations or it is unambiguous in Respondents’ favor. Either way, Respondents would prevail and granting the Petition for Rehearing would be futile.

Additionally, Appellant asserts a new argument—the origin of the notation does not matter. However, this argument should not be considered because it was raised for the first time in the Petition for Rehearing. Moreover, the cases cited by Appellant are from other states and not persuasive on the facts presented here for a variety of reasons explained below.

This Court correctly decided this case in its Opinion, and the Petition for Rehearing *en banc* should be denied.

A. The Court rightly affirmed the Master’s summary judgment order because the notations on the Plat were ambiguous as to their origin, extrinsic evidence was necessary to determine the intent of the notations, and the notations were not intended to restrict the Property as a matter of law.

1. The Court correctly considered the extrinsic evidence in the record and held there was no evidence the Roper heirs intended to create a restriction with Plat notations.

Contrary to Appellant’s assertion, the Court correctly concluded the Plat notation was unclear on its face because the origin of the notation was ambiguous. *See* Opinion at 3 (“Even if we cannot say the Plat unambiguously shows that the Charleston County Planning Commission placed the Agricultural Use Provision on the plat, we find the Plat is ambiguous as to the origin of the provision.”).

“[T]he paramount rule of construction is to ascertain and *give effect to the intent of the parties as determined from the whole document.*” *Taylor v. Lindsey*, 332 S.C. 1, 4, 498 S.E.2d 862, 863–64 (1998) (quoting *Palmetto Dunes Resort v. Brown*, 287 S.C. 1, 6, 336 S.E.2d 15, 18 (Ct. App. 1985)) (emphasis added). Moreover, “[a] *restriction on the use of property must be created in express terms or by plain and unmistakable implication*, and all such restrictions are to be strictly construed, with all doubts resolved in favor of the free use of property.” *S.C. Dep’t of Nat. Res. v. Town of McClellanville*, 345 S.C. 617, 622, 550 S.E.2d 299, 302 (2001) (quoting *Taylor v. Lindsey*, 332 S.C. 1, 5, 498 S.E.2d 862, 864 (1998)). Accordingly, to determine the intent of the parties, courts first consider whether the plain meaning is unambiguous, which is a question of law for the court. *Harbin v. Williams*, 429 S.C. 1, 8, 837 S.E.2d 491, 495 (Ct. App. 2019). “Once the court decides the language is ambiguous, evidence may be admitted to show the intent of the parties.

The determination of the parties' intent is then a question of fact.” *Id.* (quoting *Town of McClellanville*, 345 S.C. at 623, 550 S.E.2d at 302–03).

The Court recognized the notation was ambiguous as a matter of law and properly considered extrinsic evidence to determine the grantor’s intent, which as the evidence showed, was indisputably a limitation until alternative sewer systems became available to the subject lots. Appellant overlooks the Court’s determination that the origin of the notation is ambiguous on the face of the Plat:

Here, while the language used in the Agricultural Use Provision is not ambiguous, the origin of this language on the Plat may create an ambiguity. To indicate the dedication of a road on the Plat, the surveyor who prepared the Plat, F. Elliott Quinn, III, placed the provision about the road in a box and the owners of the property at that time, the heirs of James Roper (Heirs), signed under this provision. In contrast, the Agricultural Use Provision is not in a box; it is in the area of the Plat with the notations placed by the Charleston County Planning Commission. The typeface of the Agricultural Use Provision does not match that used by Quinn in the Plat. Instead, as the trial court noted, it is in the same or similar typeface as the notations that the Charleston County Planning Commission definitely added to the Plat.

See Opinion at 3. The apparent ambiguity on the Plat requires that the Court consider extrinsic evidence to determine the parties’ intent. *See Hamilton v. CCM, Inc.*, 274 S.C. 152, 157, 263 S.E.2d 378, 381 (1980) (A plat may also be ambiguous as to the creation of an easement); *Gooldy v. Storage Ctr.-Platt Springs, LLC*, 422 S.C. 332, 338, 811 S.E.2d 779, 782 (2018) (“The presumption of an implied easement may be rebutted by a specific, contrary intention by the grantor.”) (internal quotation omitted); *see generally Harbin v. Williams*, 429 S.C. 1, 8, 837 S.E.2d 491, 495 (Ct. App. 2019) (ambiguous language means intent becomes a question of fact).

Likewise, the cases cited by Appellant are inapposite because extrinsic evidence is not admitted to create an ambiguity as Appellant asserts but rather to determine intent after the ambiguity is recognized. *Cf. Defeo v. Cmty. Servs. Assocs., Inc.*, No. 2007-UP-357, 2007 WL 8327948 (S.C. Ct. App. July 24, 2007) (no issue whether disputed plat restriction came from

developer); *Gibson v. Huffman*, 540 S.E.2d 222, 223 (Ga. Ct. App. 2000) (no issue whether deed restriction came from prior grantor); *City of Rio Rancho v. Amrep Sw. Inc.*, 260 P.3d 414, 418 (N.M. 2011) (no ambiguity and no dispute whether grantor placed the disputed drainage easement on the plat). This same distinction is present in *Murrells Inlet Corp. v. Ward*, 378 S.C. 225, 232, 662 S.E.2d 452, 455 (Ct. App. 2008), as this Court recognized. *See* Opinion at 4–5 (noting the grantor in *Ward* admitted in her pleadings she provided the 50-foot right-of-way in the disputed plat and then tried to dispute it).

In this case, the Plat is ambiguous as to the notation’s origin without resort to extrinsic evidence based on the location and significant differences in typeface of the County notations when compared to the notation and signatures of the Roper heirs. Accordingly, extrinsic evidence is necessary to resolve this ambiguity.

Once it becomes clear the Court properly recognized the ambiguity on the Plat in this case without extrinsic evidence, Appellant’s public policy concerns evaporate. While purchasers may rely on unambiguous language, Appellant cites nothing to show prospective purchasers would not have a duty to investigate an ambiguous restriction to their satisfaction. South Carolina’s recording regime and the public policy concerns underlying notice to prospective purchasers are no more harmed by the ambiguity identified on the face of the Plat by this Court (the ambiguous origin of the notation) than they would have been if the ambiguity presented in this case were two competing plat notations with one stating “no building allowed” and the other “all building allowed.” In such a case, prospective purchasers would have notice of the hypothetical plat and its (plainly ambiguous) notations and may or may not be bound by the restrictive covenant depending on the extrinsic evidence presented.

In sum, Appellant fails to recognize the Plat is ambiguous on its face as to the notation's origin and compounds the error by forecasting the end of the recording system from this misunderstanding. Given the ambiguity on the face of the Plat, extrinsic evidence was necessary and properly considered by the Master and this Court.

2. If anything, the notation on the Plat was ambiguous on its face as well.

If the Court were inclined to rehear this matter *en banc*, it would be futile because the Court could also recognize what the Court called the "Agricultural Use Provision" as actually unambiguous on its face. Both this Court and the Master held the notation was unambiguous; however, the Master held the notation was unambiguous according to *Respondents'* construction.³ Of course, ambiguity exists where there are two reasonable constructions. *See generally Anderson v. Buonforte*, 365 S.C. 482, 617 S.E.2d 750 (Ct. App. 2005) (describing the rule of construction when a restriction is capable of two interpretations).

The Master concluded as a matter of law that "[b]y reviewing and considering all matters shown on the Plat and not considering extrinsic evidence, the notations on the Plat related to agricultural use are due to Charleston County's determination at that time that the four lots did not meet the current minimum health department standards for a modified conventional sub-surface disposal system. However, if sewer or a modified conventional sub-surface disposal system would become available, then the lots could be used for building purposes." *See Master's Order* at 12 (R. at 17) (finding the Plat was unambiguous as to a limited restriction unless alternative sewer became available). If the Master and the Court in its Opinion each set forth reasonable constructions of the Plat and the entirety of the Plat notations, the Plat would be ambiguous on its face as to the meaning

³ Under Rule 220(c), SCACR, the *en banc* Court on rehearing, if granted, could as easily affirm the Master's order entirely and conclude the alleged restriction is unambiguously a restriction only based on the sewer limitation, not a perpetual restriction to agriculture use and no buildings.

of the disputed notation in addition to its origin. Taken together, the notations make the alleged agricultural limitation ambiguous:

THESE LOTS C-2, C-3, C-4, & C-5
FOR AGRICULTURAL USE ONLY,
NOT TO BE USED FOR BUILDING
PURPOSES

THIS LOT MEETS CURRENT MINIMUM
HEALTH DEPARTMENT STANDARDS
FOR A MODIFIED CONVENTIONAL
SUB-SURFACE DISPOSAL SYSTEM ONLY.
(FOR LOT C-1 ONLY)

THE APPROVAL OF THIS PLAT IN NO WAY
OBLIGATES THE COUNTY OF CHARLESTON TO
ACCEPT FOR CONTINUED MAINTENANCE ANY
OF THE ROADS OR EASEMENT SHOWN HEREON.

WARNING!

APPROVAL OF THIS PLAT BY THE PLANNING BOARD
AND/OR COUNTY COUNCIL DOES NOT INDICATE
APPROVAL NOR ADJUDICATE TITLE OF THE ACCESS
OR RIGHT-OF-WAY SHOWN HEREON

Reading the first two together (**This Lot Meets Current Minimum Health Department Standards For A Modified Conventional Sub-Surface Disposal System (For Lot C-1 Only)** and **These Lots, C-2, C-3, C-4, & C-5 For Agricultural Use Only, Not To Be Used For**

Building Purposes), it is a reasonable construction to interpret the limitation as one based on sewer and septic standards.

Accordingly, even if the full Court reheard this case, it should also conclude the disputed notation on the Plat is ambiguous when considered with the other Plat notations. Of course, as Appellant implicitly concedes, if the alleged restriction is ambiguous, then extrinsic evidence must be considered.

B. Appellant’s New Argument that Notations Placed on the Plat by the County Constitute Restrictive Covenants Enforceable by Appellant is not preserved for review and is otherwise without merit.

For the first time in this litigation, Appellant argues it is “legally incorrect” to conclude that if the County placed the notations on the Plat, instead of the owners of the property or the surveyor, then the conditions cannot be a binding restrictive covenant running with the land.

The Master, in no uncertain terms, concluded that the notations were placed on the Plat by the County and “there was no intent to create a private restriction on the use of the lots.” R. 18. Appellant never argued to the Master that it does not make a difference who placed the conditions on the Plat. Appellant certainly did not cite to the Master the out-of-state cases it now cites or any similar cases that Appellant argues support its position. Appellant never filed a motion pursuant to Rule 59(e), SCRCF, raising the issue it is now raising and requesting a ruling from the Master on this issue. In none of its prior briefs to this Court did Appellant raise this issue or reference these cases or similar cases.

Appellant cannot raise this issue in its Petition for Rehearing because it was never raised before, and it cannot be raised for the first time in a Petition for Rehearing. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) (“It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review.”); Rule 208(b)(1)(B), SCACR (“Ordinarily, no point will be

considered which is not set forth in the statement of the issues on appeal.”); *McClurg v. Deaton*, 395 S.C. 85, 87 n.2, 716 S.E.2d 887, 888 n. 2 (2011) (“It is axiomatic that an issue cannot be raised for the first time on rehearing”); *Kennedy v. S.C. Retirement Sys.*, 349 S.C. 531, 532, 564 S.E.2d 322, 322 (2001) (“The purpose of a petition for rehearing is not to present points which lawyers for the losing parties have overlooked or misapprehended, nor is it the purpose of the petition for rehearing to have the case tried in the appellate court a second time.”); *Kiawah Prop. Owners Group v. Pub. Serv. Comm'n of South Carolina*, 359 S.C. 105, 113, 597 S.E.2d 145, 149 (2004) (finding an issue raised for the first time in a petition for rehearing was not preserved).

Appellant fails to cite one South Carolina case for this proposition. Instead, Appellant cites cases from other jurisdictions that are so different from the situation here that they are simply not persuasive and should not be followed by this Court. In considering the out-of-state cases cited by Appellant, the Court should consider the context of these cases and compare them to the different and distinct scenario in this case. *Hamilton v. CCM, Inc.*, 274 S.C. 152, 158, 263 S.E.2d 378, 381 (1980) (“Circumstances surrounding the origin of an alleged restriction may also be considered in construing that restriction.”).

First, the five-lot subdivision involved in this case is not a subdivision development created by a developer for the purpose of marketing lots to consumers. As is obvious from the chain of title to all property involved in this case, the Property was owned by James Roper and subsequently inherited by his heirs. The Roper heirs, through their surveyor, sought to subdivide the Property by submitting the Plat to the County. The purpose of the Plat, unlike in so many of the cases cited by Appellants, was not to establish a residential or commercial subdivision of property by a developer. The Roper heirs wound up owning the five lots created by the Plat.

Second, there would be no incentive or reason for the Roper heirs to self-impose restrictions on any of the lots. It defies logic that the Roper heirs would voluntarily restrict four of the lots while one of the lots remained unrestricted. From the County's perspective, it is clear from the language on the Plat, all taken into consideration, that the one lot that did not have a condition attached to it met the requirements for a septic system. The County placed the condition on the four lots simply because they were not sufficient at that time for a septic system.

Finally, when Appellant purchased his lot, it was glaringly apparent that the alleged restrictions were not followed as a large home was on one of the lots. The issues with Appellant's interpretation of the language on the Plat that it is seeking to enforce was available for Appellant to see on the ground and in the files of the Charleston County Planning Board. Instead, Appellant, a seasoned subdivision developer, failed to investigate this matter further (e.g., checking with the County and reviewing the publicly available planning file) and chose to bury its head in the proverbial sand. *See Spence v. Spence*, 368 S.C. 106, 120, 628 S.E.2d 869, 876 (2006) ("The party will be charged by operation of law with all knowledge that an investigation by a reasonably cautious and prudent purchaser would have revealed."); 11 THOMPSON ON REAL PROPERTY § 92.09(C)(2) ("A purchaser of real estate has a duty to search the public real estate records pertaining to the interest being purchased, to make a reasonable physical inspection of the property, and in most states, to make inquiries of anyone found in possession. These duties provide the foundation of the doctrine of constructive notice."); 14 POWELL ON REAL PROPERTY § 82.02 [1][d][iii][A] ("Therefore, according to ordinary human experience, that person's possession is a sufficiently curious or suspicious fact, imposing on the purchaser an obligation to make a further inquiry.").

With that in mind, many of the out-of-state cases cited by Appellant concern subdivisions of property effected by developers for profit. Some of the cases contain separately recorded

restrictions or covenants that are similar or identical to those noted on the recorded plat involved in those cases. Other cases turn on statutes, ordinances, or regulations that make notations on plats covenants running with the land. Other cases were simply at the motion to dismiss or preliminary injunction stage of the proceedings. These cases are not binding on this Court, and they are not persuasive. *See Brescia v. N. Shore Ohana*, 168 P.3d 929, 951 (Haw. 2007) (subject conditions were also included in separately recorded restrictions and the applicable code section provides that conditions shall be established as restrictive covenants within each deed at the time of subdivision and constituted restrictive covenants imposed on properties in subdivision); *Spinell Homes, Inc. v. Municipality of Anchorage*, 78 P.3d 692, 696-97 (Alaska 2003) (the applicable code section “provides that these notes become restrictive covenants in favor of the municipality that run with the land.”); *Stansbury v. Jones*, 812 A.2d 312, 333 (Md. 2002) (“the only condition required by Anne Arundel County was that the reserved parcel not be used until such time as it passed a percolation test” and it was later determined “that there was an area within the parcel that could, and did, pass a percolation test.”); *Village of Los Ranchos de Albuquerque v. Shiveley*, 791 P.2d 466, 469-70 (N.M. Ct. App. 1989) (cluster housing developer had plat and accompanying recorded declarations recorded that both restricted Lot 8 to a common area, with the appellate court finding that the planning authority had standing to enforce the restrictions imposed as a condition of subdivision approval); *Green v. Lawrence*, 2004 Me. Super. LEXIS 236, *2-3 (Me. Super. Ct. Oct. 01, 2004) (Menatoma Realty Corporation’s plat subdividing old camp site into 18 lots was approved with four lots limited to “wood lot use only” and with required language that the “restrictions apply to all purchasers of property in Camp Menatoma, their heirs, successors, and assigns,” which language was included in each deed for each parcel as it was sold); *Doylestown Township v. Teeling*, 635 A.2d 657, 659 (Pa. Sup. Ct. 1993) (three developers subdivided 48 acres

into five lots, but town required four of the lots not be further subdivided and “will be deed restricted to prohibit any further subdivision”); *City of Rio Rancho v. Amrep Sw. Inc.*, 260 P.3d 414 (N.M. 2011) (Cloudview Estates purchased Parcel F which was shown on the plat as being subject to a drainage easement in favor of the City and the court rejected the City’s claim that the intent was to perpetually dedicate Parcel F as an open space); *Parrish v. Newbury*, 279 S.W.2d 229 (Ky. 1955) (developer of Elkhorn Parks Subdivision recorded a plat showing 14 blocks with a key showing Block 3 as “Apartments 10 Lots,” but when the same developer started building part of a hotel on Block 3, not apartments, the Court noted that “restrictions placed upon the use of property by merely marking or designating them on a plat are not looked upon with favor” and “the effect of such indications or statements depends upon the facts in the particular case,” and found the restriction ambiguous, construed the restrictions against the developer, and found it odd that the developer was seeking to avoid the restrictions it created); *Perrige v. Horning*, 654 A.2d 1183, 1188 (Pa. Sup. Ct. 1995) (appellate court reviewed a decision of the trial court granting a motion to dismiss for lack of standing where “the court obviously may not make such factual findings of intent” and remanded the case for further proceedings).

Accordingly, the Court should deny Appellant’s Petition for Rehearing because the Court should not consider Appellant’s new argument raised for the first time in its Petition for Rehearing, and in any event, Appellant’s new argument fails on the merits.

IV. CONCLUSION

For these reasons, this Court should deny the Petition for Rehearing *En Banc*, leaving the Opinion in place.

Respectfully submitted,

CALLISON TIGHE & ROBINSON, LLC

s/ Demetri K. Koutrakos

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August 23, 2021

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Mikell R. Scarborough, Master-In-Equity
Ninth Judicial Circuit

Case No. 2016-CP-10-1560
Appellate Case No. 2017-002546

Carpenter Braselton, LLC,Appellant,

vs.

Ashley Roberts, Jeremy Cook, and Salaheddine Ezzaoudi, Respondents.

PROOF OF SERVICE

I hereby certify that, on this date, the **Respondents' Return to Appellant's Petition for Rehearing *En Banc*** was served on Appellant's counsel via AIS email, pursuant to Supreme Court Order dated March 20, 2020, as amended on May 29, 2020, as follows:

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(Attorneys for Appellants)

A copy of the service email is attached hereto, as required.

I further certify that all parties required by Rule to be served have been served.

s/ Demetri K. Koutrakos
Demetri K. Koutrakos

August 23, 2021
Columbia, South Carolina

Kathy Romero

From: Kathy Romero
Sent: Monday, August 23, 2021 3:53 PM
To: dblanchard@rosenhagood.com; john@jrosen-law.com;
liam@yarboroughhapplegate.com
Cc: Jim Koutrakos; Harry Dixon
Subject: Carpenter Braselton, LLC vs. Ashley Roberts, et al. / Appellate Case No. 2017-002546
Attachments: Clerk.002.pdf; Return to Petition for Rehearing.pdf; POS - Return.pdf

Dear Counsel,

Attached please find a letter to the appellate clerk, Respondents' Return to Appellant's Petition for Rehearing *En Banc*, and Proof of Service regarding the above-referenced matter. The attached documents are being submitted today to the Court of Appeals for filing. Thank you.

With kind regards,

Kathy Romero
Legal Assistant to Demetri "Jim" K. Koutrakos, Esq.
and Harry A. Dixon, Esq.
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August 23, 2021

VIA EMAIL: ctappfilings@sccourts.org

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
P. O. Box 11629
Columbia, SC 29211

RE: Carpenter Braselton, LLC vs. Ashley Roberts, *et al.*
Appellate Case No. 2017-002546

Dear Ms. Kitchings:

Enclosed herewith please find the Respondents' Return to Appellant's Petition for Rehearing *En Banc*, together with the Proof of Service, in the above-referenced matter. Kindly file the same and return a clocked-in copy of each to the undersigned via return email.

The enclosed documents have been served upon Appellant's counsel today via email as indicated in the Proof of Service.

Please feel free to contact me with any questions. Thank you.

With kind regards, I am

Sincerely yours,

CALLISON TIGHE & ROBINSON, LLC

s/ Demetri "Jim" K. Koutrakos

Demetri "Jim" K. Koutrakos

DKK:ksr

Enclosures

cc (via email only): Daniel F. Blanchard, III, Esquire
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