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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Circuit Court

The Honorable R. Lawton McIntosh, Circuit Court Judge

Case No. 2015-CP-23-5757

Appellate Case No. 2018-001444

Encore Technology Group, LLC…….……...…...Respondent/Appellant,

v.

Keone Trask and Clear Touch Interactive, Inc...……...……Appellants/Respondents.

MOTION FOR LEAVE TO CORRECT CLERICAL MISTAKE IN FINAL ORDER

Appellants/Respondents, Keone Trask ("Trask") and Clear Touch Interactive, Inc. ("Clear Touch") (*collectively* "Defendants" or "Appellants"), through their undersigned counsel, respectfully move this Court pursuant to SCACR 240, SCRCP 60(a), and other applicable law for an Order granting leave for the Honorable R. Lawton McIntosh to correct a clerical mistake made in the Final Order dated April 2, 2018, or in the alternative, granting Defendants leave to file a Motion under SCRCP 60(a) with the lower court for such correction of a clerical mistake in the Final Order.

Defendants make this Motion and seek such leave because the Final Order contains a clerical mistake that Judge McIntosh, as the trial judge who entered such order, recognized and stated that he did not mean nor intend to enter as part of the Final Order:

1. Pursuant to the trial court's instructions following post-trial motions hearings,

Encore drafted a proposed Final Order.

2. Judge McIntosh adopted the draft Final Order without revision and entered it on April 2, 2018. (R. pp. 1-37).

3. The Final Order included a footnote that in discussing exemplary damages under the trade secrets claim read in relevant part that "Each Defendant, however, will owe exemplary damages of $849.890 for this claim because each engaged in willful, wanton, and reckless disregard of the Plaintiff's rights." (R. p. 11 FN3).

4. The Final Order was appealed on August 3, 2018.

5. On April 17, 2018, Clear Touch paid the judgment against it in full into the Court pursuant to SCRCP 67, thus securing the Trade Secret Act judgment under the Final Order.

6. On January 3, 2019, Keone Trask deposited the full judgment amount with post-judgment interest into the Court under SCRCP 67.

7. Those deposits totaled over $8.3 million dollars.[1]

8. Trask thereafter filed a Motion to Dissolve the Receivership and Dismiss Encore as an Intervenor in an action in which their participation was based upon their attempting to collect on the judgment against Trask and Clear Touch.

9. Resolution of those motions turned upon whether Trask accurately calculated the judgment debt he owed Encore under the controlling law—namely whether he was liable for paying the $849,890 in punitive damages under the trade secrets claim even though Clear Touch had already paid that amount into the Court.

10. Encore challenged the calculation of the judgment amount by relying on FN3 and

[1] Approximately $200,000 of that sum is comprised of Receiver fees then, and still, not yet owed but ordered to be deposited by the trial judge as a condition of staying the Receivership.

arguing that both Clear Touch and Trask were responsible for paying the entire $845,945 in exemplary damages under the South Carolina Trade Secrets Act ("SCTSA").

11. In a February 7, 2019 hearing the lower court rightly found that the unambiguous provisions of the SCTSA limited Encore's recovery of exemplary damages to two times the actual damage amount awarded at trial for Defendants' violation of the Act, and, as a result, Trask and Clear Touch had deposited the full judgment debts against them into the Court.

12. Orders were entered to that effect on February 27, 2019 and March 8, 2019, pointing to the unambiguous language of S.C. Code Ann. § 39-8-40 and the Verdict Form wherein the jury was asked to assess liability and award actual damages against "Defendants" and answer the special interrogatory asking whether the "Defendants' conduct" in violating the Act was perpetrated in willful, wanton, or reckless disregard of Plaintiff's rights to conclude liability for the exemplary damages under the Trade Secrets claim was joint and several. Therefore, the lower court held that Trask had accurately calculated the judgment amount against him and deposited it into the Court.

13. During the February 9, 2019, hearing Judge McIntosh stated that he did not intend to include the FN3 and its inclusion was due to the lower court's oversight:

> "[L]et me start you off with the trade secrets calculation you have. I will tell you right now there is never – ***it is not my intent, regardless of somehow in my misguided way, I overlooked the footnote. But it was never intended, and I don't think it's allowed by the statute, that you be allowed to collect double actuals per party, okay, per corporate entity and the individual. I think they're joint and several***.
> …
>
> [D]o you agree with [the] assessment that it says each one has to pay the punitive aspect individually on this double amount? Because I disagree with that, and ***if I let that get in the order, that's my mistake***."

(*See* Exhibit A; R. pp. 229-230 in related Appellate CA No. 2019-000530)(***emphasis added***).

14. Pursuant to SCRCP 60(a), the lower court may correct such a mistake upon receiving leave of this Court to do so, or, alternatively, Defendants may file a motion with the lower court for such correction under that Rule upon receiving leave to do so from this Court.

Therefore, granting leave to correct this clerical mistake is necessary to avoid the potential or attempted enforcement of a ruling in the Final Order which the judge who entered it did not mean nor intend to enter and to ensure adherence to applicable law.

LEGAL ARGUMENTS AND ANALYSIS[2]

SCRCP 60(a) provides mechanisms for a party to seek relief from a judgment or order, including allowing for correction of clerical mistakes when they are the result of oversight by the lower court:

> **(a) Clerical Mistakes.** Clerical mistakes in judgments, orders or other parts of the record and errors therein arising from oversight or omission may be corrected by the court at any time of its own initiative or on the motion of any party and after such notice, if any, as the court orders. During the pendency of an appeal, leave to correct the mistake must be obtained from the appellate court. The ending of a term of court or departure from the circuit shall not operate to deprive the trial judge of jurisdiction to correct such mistakes. A party filing a written motion under this rule shall provide a copy of the motion to the judge within ten (10) days after the filing of the motion.

SCRCP 60(a).

Here, Judge McIntosh's inadvertent inclusion of FN3 constitutes a clerical mistake which may be corrected upon receipt of leave to do so by this Court. As the District Court explained in *Sartin v. McNair Law Firm, P.A.*, when discussing the identical FRCP 60(a) and what could be corrected pursuant to it:

> The basic distinction between clerical mistakes and mistakes that cannot be corrected pursuant to Rule 60(a) is that the former consist of blunders in execution whereas the later consist of instances where the court ***changes its mind***, either because it made a legal or factual mistake in making its original determination, or

[2] The relevant factual background is stated in more detail within Clear Touch's Final Brief in Appellate Case No. 2019-000530.

> because on second thought it has decided to exercise its discretion in a manner different form the way it was exercised in the original determination.

756 F.3d 259, 265 (D.S.C. 2014)(***emphasis added***).

Here, inclusion of FN3 was due to Judge McIntosh's admitted oversight and not an instance in which he changed his mind because of a legal or factual mistake or sought to alter his earlier ruling by exercising discretion in a different matter. He simply did not see FN3 in the proposed Final Order drafted by Encore and entered it without revision. That is the very type of clerical mistake that SCRCP 60(a) allows for correction, even if the order containing it is on appeal.

CONCLUSION

Leave to correct the clerical mistake of FN3's inclusion in the Final Order is allowed under SCRCP 60(a) and necessary under the circumstances. Therefore, Trask and Clear Touch respectfully request that the Court grant such leave, or in the alternative, grant them leave to file a Rule 60(a) Motion with the lower court so that Judge McIntosh may correct his clerical mistake.

Respectfully Submitted,

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September 21, 2021
Greenville, South Carolina

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EXHIBIT A

TRANSCRIPT EXCERPT(S) FROM FEBRUARY 7, 2019 HEARING

Retirement Plan and as trustee of the Trask)
Family Trust, Keone Trask as trustee and)
Administrator of the Clear Touch Interactive)
Retirement Plan and as trustee of the Trask)
Family Trust, Clear Touch Interactive, Inc.)
As sponsor of the Clear Touch Interactive)
Plan, Trask Family Trust, Leo Gallant,)
And Khatia Ingrid Crebs, a/k/a Kathleen)
Ingrid Cruse, a/k/a Kathy Cruse,)
)
DEFENDANTS.)
)
_____)

February 7, 2019
ANDERSON, SOUTH CAROLINA

B E F O R E:

THE HONORABLE LAWTON MCINTOSH, JUDGE

A P P E A R A N C E S:

Greg English, Esquire
Attorney for Plaintiff

Keith D. Munson, Esquire
Attorney for Plaintiff

Steven Edward Buckingham, Esquire
Attorney for Defendant

John R. Perkins, Jr., Esquire
Attorney for Defendant

Joseph O. Smith, Esquire
Attorney for Defendant

LESA D. WILLIAMS
Family Court Reporter

THE COURT: --- and we have a motion to dissolve the receivership. We have a Motion to Dismiss in the Jami Powell case, a Motion to Dismiss Plaintiff's Motion for Partial Summary Judgment as to Status of LLC, and then Encore and to my --- Motion to Dismiss from the motion for a failure to state a more definite statement -- a motion to state a more definite statement. Is that basically right? Have I stumbled through that clearly enough? All right, let's do the Motion to Dissolve, Mr. Smith.

MR. SMITH: Yes, Your Honor. I will say before I start, the three motions that we filed, and I will lay out what they are, the central issue runs throughout all of them, so I think the determination of this issue determines the fate of those three motions. I'll make clear what they are real quick for the sake of everyone.

First, the Motion to Dissolve the Receiver -- and excuse me, I'm Josh Smith, on behalf of the Defendants -- Motion to Dissolve the Receiver, there is a Motion to Dismiss -- Encore has claims against the Defendants for fraudulent conveyance and piercing claim. And then there's another motion to dismiss -- Encore is co-Plaintiff in the Powell case. So those are the three motions that all hinge on the determination of the substantive issue that we're going to talk about here.

THE COURT: Okay.

MR. SMITH: And before we start, and before I get to that I would like ---

THE COURT: Let me stop, if I may. Does everybody agree, Mr. Smith, that depending on the resolution of the Motion to Dissolve Receivership, the other motions will be mooted?

MR. ENGLISH: We agree that if the Court denies Mr. Smith's Motion to Dissolve the Receiver that it should also deny those other two motions.

THE COURT: Well, on the opposite side, Mr. English, do you agree that if I dissolve the receivership, the other motions are moot?

MR. ENGLISH: No, Your Honor. I think if -- even if you dissolve ---

THE COURT: I'm surprised, Mr. Smith. All right, well, at least we're consistent over here. All right, go ahead, Mr. Smith.

MR. SMITH: If I can get over the shock from Mr. English's stance, here. No, no, I'm kidding with you, Greg in good fun, honestly. But, before we get to the substantive issue, really quickly I need to -- the fact that we're here is troublesome to me. My clients paid $8.3 million into the Court, and we haven't resolved these things. And look at this -- I mean, machine around us, here. I've got three other defense lawyers here. We've got three Plaintiff's lawyers, and out of the seven of us, six of us are going to either be paid or try to be paid by my client.

And that's not even the receivers thankfully -- I spoke -- you know, we've communicated. He's not here. That's another attorney. I mean, that's a massive thing. And it's very indicative to me of what the true intention is here, is not necessarily to collect a judgment, to square what they got in trials and destroy Clear Touch. It's to interfere with the business and try to take it, plain and simple. And that's why we're here. That's why we filed these motions. That's why my client came up with the massive amount of money they did, to secure Encore's judgment.

THE COURT: I'm sorry.

MR. SMITH: That's fine, I was waiting on you, Your Honor. And I know there's a lot going on here. I'm going to try to be as concise as possible.

THE COURT: Sure.

MR. SMITH: So, I just wanted to say as I'm disturbed that we're here. I don't think we should be. I think this thing should be resolved. That's neither here nor there necessarily, but it's very telling that we're standing here spending all this time, a lot of client's time and resources and money, and of course, time, but I do appreciate you making time today for us,

because this is very important to my client. They want all this understandably to stop. They need to be able to run their business without this massive interference, this massive distraction, this massive drain that this whole collective thing has turned into that the Court's intimately familiar with.

So, the central issue here is the payment of the judgment amount into the Court. We contend we're going to go through the calculation, that we've paid 100 percent into the Court. Encore contends we haven't. And really the issue is, are we going to make Encore follow the law, or are we going to make Encore abide by -- go by what the order says. The law here controls. The law that the legislature put out and the law of our appellate court controls the situation here, and I'll explain what I mean.

But let me take two pieces of low-hanging fruit, I think, here. Encore's objection to our calculation is made up of three main components. One, they claim we owe receiver's fees of 200, I think ---

THE COURT: That has yet to be determined.

MR. SMITH: Yes, Your Honor. That's exactly what I'm going to say, just for the purpose of the record. Page 9, paragraph 8 of the receiver's order is very clear. If part of the appeal is upheld, then we'll owe receiver's fees. So, to me as we stand here today, that hasn't happened. That's off the table ---

THE COURT: I agree with you.

MR. SMITH: --- so I wouldn't even give breath to it beyond this point. Two ---

THE COURT: Let me ask you, if I may. I know I keep interrupting you, and I apologize.

MR. SMITH: Yes, do.

THE COURT: But the amounts -- and Mr. English kind of broke them down. If I were to subtract out the amounts -- it would probably be a better question for Mr. English. If

I were to subtract out the receiver fees and costs of what you're arguing is the basis -- say that this judgment has not been paid individually or corporately, then how much do you allege would be remaining?

MR. ENGLISH: $911,887.80, and I've got those calculations if Your Honor would like to look at them.

THE COURT: And what would that consist of, please, sir?

MR. ENGLISH: That would consist of the balance of the judgment plus post-judgment interest at 8.5 percent, all as set forth in the Court's Final Order of Judgment that is on appeal.

THE COURT: Do you have a breakdown on that?

MR. ENGLISH: I do. Would you like it?

THE COURT: Would you pass it forward?

MR. ENGLISH: Yes.

THE COURT: Do you have a copy of that, Mr. Smith?

MR. SMITH: Of -- I don't think so, but I'm sure they have one for me.

THE COURT: I'll tell you, Mr. English, right now I do agree with Mr. Smith that to stop the receivership -- I mean to dissolve the -- to not dissolve the receivership based on these collection costs remain unpaid is premature. And it may be you have to reapply for a receiver to be appointed, but that issue remains to be determined based on the outcome of the appeal, okay. I'm just telling you that's what I'm thinking, and I doubt very seriously you're going to change my mind on that, okay.

MR. ENGLISH: Whenever I have an opportunity to be heard, I ---

THE COURT: I'll give you all the time you need. I'm just letting you know ---

MR. ENGLISH: Okay.

THE COURT: --- okay. All right, go ahead. So, Mr. Smith, right now, you're winning on that one. Go ahead ---

MR. SMITH: That's good to hear.

THE COURT: --- and give me the other ones.

MR. SMITH: I hope to continue that trend. Second, the part of the component -- the two -- the second part of the three parts they had was the post-judgment fees that the Wyche firm, Mrs. Barker and Mr. English had put into this. Again, not part of the judgment calculation. I mean, the judgment calculation awarded fees and costs up to the trial and under the trade secret misappropriation claim. Those were awarded. That's part of the judgment. Post-trial fees are another matter, and again, do not go into the calculation we're talking about as owing today. So, again, to me it's a moot point. It doesn't need to be addressed beyond saying that, and I'm sure my colleagues disagree, but that's where we are on that. It's not part of the judgment calculation. That's abundantly clear. It's not in the order.

So, that leaves us with the third part. The third part they contend us owing is a component of the trade secrets ---. I'm going to try -- and of course, you're familiar with this, but I'd like to just run through it so we're all on the same page. The jury found against the Defendants for violating the Trade Secrets Act. They awarded $424,945 in actual damages. And then there was special part of the verdict form that asked did you find the Defendants engaged in wanton and willful reckless misappropriation was essentially the question and they answered in the affirmative and put it to the Court to -- in your discretion to award exemplary damages and/or attorney's fees. You awarded attorney's fees. And awarded exemplary damages.

Now, the trade secrets statute which is -- I gave to you, it's under tab 6 there, the pertinent part, if you don't mind looking at it with me ---

THE COURT: I got it.

MR. SMITH: --- right quick, is very important.

THE COURT: Okay.

MR. SMITH: Let me know when you're ready, Judge.

THE COURT: I've got it, 39-8-40?

MR. SMITH: Yes, sir.

THE COURT: Okay.

MR. SMITH: And if you see here, part C limits the exemplary damages a Plaintiff can recover under the Trade Secrets Act, and it's extremely clear. It limits it to twice the actuals. I mean, it says it verbatim the Court may award separate exemplary damages in an amount not exceeding twice any award made under subsection A, and subsection A is actual damages. That's the law. So, the most that they could recover for exemplary damages under the Trade Secrets Act which they elected to recover under, is $849,890.

So, if you recall, my client, Clear Touch, paid into judgment against it, which was the trade secret plan. And if you look at page -- excuse me, tab 3 in your notebook, we have a breakdown of our calculation here, Your Honor. So, if you look at the top two boxes, you can see ---

THE COURT: Original revised?

MR. SMITH: Look at the -- yes, yes, Your Honor. On the top left, it says original summary of the judgment. I had an accountant do this, so he used some terms --- he wasn't meaning to. And you see the violation of the Trade Secrets Act is broken down there in the top left box. $424,000 in actuals, $849,000 in punitives, so the total of $1.2 and change.

THE COURT: Right.

MR. SMITH: And then you add in -- excuse me, the attorneys fees and costs, and got the $1.7. Now, Clear Touch paid that in in April, a couple of weeks after you issued the

order, so the outstanding judgment against Mr. Trask we calculated not to include the Trade Secrets Act in any form. Now, what they rely on is the footnote in the order. There is a footnote on page 11, footnote number three. And it says in the order that -- and it's in here if you want to look at it, Your Honor. I think Mr. English's breakdown actually has it as well. It somehow got in this 35-page order in the footnote that each Defendant has to pay $849,890 a piece in exemplary damages.

Well, we contend the statute extremely clear. You can only go up to twice. And then also, the case law is very clear that -- this is a quote from *Smith v. Strickland* -- it's in your book as well, 314 S.C. 192 of the Court of Appeals, and that's a business torte case -- made very clear, as with actual damages, a Plaintiff can recover damages that are punitive in nature only once, either as expressly designated punitive damage or as trebled damage where the recovery concerns a single wrong. Well here, the single wrong is a trade secret misappropriation. It's the same claim, same facts, same single wrong, a misappropriation of trade secrets they claim.

The jury agreed. They awarded damages. But those damages can only be recovered once, and what they're contending today is we can go above the law, we can ignore the Trade Secrets Act, we can ignore the case law, and we can get quadruple the actuals. So that means you quadruple punitives. The law doesn't allow that. The issue is that simple for us. It really is. So, as I said in the beginning of this, when we got to the substantive part, the issue running through my three motions is very clear and very cut and dry, because either we're going to have to follow the law or not. And we think they have to. We think the law, the very clear law controls what they can and can't recover. And that's why we let them calculate the damages as we did.

Now, let me say this, too. If for some reason Your Honor disagrees with our calculation --- just now, there's also some very favorable law. The Court has the discretion

to stop all this. You, as trial court, Your Honor, can stay the execution of the judgment pending appeal if you decide that Encore is adequately secured by what we have paid in. So even if -- and again, we disagree with this assessment -- but even if Your Honor were to say Mr. English, I -- you know, I agree with you, they owe you another $900, you could also say, but, they've paid in 90 percent of that already, that's adequate security for the judgment and I am going to stay execution of the judgment pending appeal. And South Carolina Appellate Court Rule 241 has a procedure for issuing up a *supersedeas* and effecting that process. So, the law is very clear there, Your Honor.

And so, I ask if you do agree with Mr. English and you disagree with my calculation based on what I just laid out, I do ask the Court to stay execution because it is causing a mass amount of harm to my client, especially to Clear Touch. I'm not going to read all this off here, but I asked my client just tell me how the receiver -- the receiver's actions especially, have impacted your ability to run business, and this is just a quick breakdown. And I mean, he's missed attendance -- a customer's --- events in Atlanta, cost him a $2 million opportunity. It's their largest market. He didn't have contact with current and prospective customers there. And I don't have to tell Your Honor, Keone Trask is a major player in this business. He is good at what he does, and as much problem as Encore and them have been, no one disagrees Keone Trask is excellent at his job, and good at doing business.

So him not being able to go to that conference is a big deal. That wasn't just an isolated event. Same thing, conference in Sacramento. It's their largest emerging market. He couldn't go, because he had to do stuff with the receiver with the post-judgment, with getting things together, providing the information. It's taking up this mass amount of time from the principal of his business. Same thing, he missed participating in finalizing his regulatory certification for certain products. He missed participating and -- they have a yearly national meeting in Greenville, because the Greenville company -- was run out of the

Greenville office here. And he missed full participation in that, because that was right in the midst of us getting together more and more stuff for the receiver, wanting to answer his questions and get him what he needed -- what he said he needed.

And he missed fully participating in the company's annual budgeting and planning to identify, you know, who are we doing business with, who can we do business with. Let's plan this out the right way and continue to be viable and grow. So, it is not even close to an understatement -- or overstated, rather, that this is a massive detriment to my client's business and him personally. They have moved mountains to put a lot of money into the Court to where we say it's 100 percent of the judgment. It's -- and even conceiving their calculation of $900 discrepancy, it's still 90-something percent of the judgment. They are adequately secured.

So, we ask that you grant our motions, Your Honor, and if you're not inclined to do that, you stay -- you do stay execution of the judgment which is granting the motions in essence, as well.

THE COURT: All right. Mr. English, let me start you off with the trade secrets calculation that you have. I will tell you right now there is never -- it is not my intent, regardless of somehow in my misguided way, I overlooked the footnote. But it was never intended, and I don't think it's allowed by the statute, that you be allowed to collect double actuals per party, okay, per corporate entity and the individual. I think they're joint and several.

MR. ENGLISH: You're right, and the order did not do that. And in fact, I attached to my calculation the footnote in question. So, my calculation is page 1. Page 2 is the amount of the judgment against Trask, and page 3 is the footnote that Mr. Smith referenced. And it's very clear that -- and based on our calculation, we have given credit to Mr. Trask for Clear Touch, the deposit into the Court of the actual damages and the attorney's fees and

costs that the Court awarded. So, you're right on the law there. And the order was right. And that order and that footnote wasn't overlooked, it was right on the law. And Mr. Smith, Your Honor will recall ---

THE COURT: I've got no ---

MR. ENGLISH: Okay.

THE COURT: Let me make sure I recall it, because I don't necessarily ---

MR. ENGLISH: Well, Mr. Smith --- this and sent Your Honor redlines of objections to the proposed order, things that he wanted changed. He did not touch that footnote, and he didn't argue that in his Motion for Reconsideration, so that ---

THE COURT: Be that as it may, do you agree with Mr. Smith's assessment that it says each one has to pay the punitive aspect individually on this double amount? Because I disagree with that, and if I let that get in the order, that's my mistake.

MR. ENGLISH: Now, on punitive damages, that's a different question, and the order is right on the wall.

THE COURT: In the sense when you double the damages, that's a punitive award.

MR. ENGLISH: Correct. And what the law is on that is that each defendant separately owes punitive damages. Your Honor will recall the verdict form on this asked for each defendant -- did Mr. Trask willfully and deliberately violate the Trade Secret Act? The jury said yes. Did Clear Touch willfully and deliberately violate the Trade Secret Act?

THE COURT: Show me the verdict form. Who has it? Do you ---

MR. SMITH: I've got it right here, Your Honor. It's tab 2 of your ---

THE COURT: Tab 2?

MR. SMITH: Yes, and the question was, quote, was the defendant's conduct and viable defendants ---

THE COURT: Hang on, hang on.

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AMENDED PROOF OF SERVICE

I certify that I have served the Motion to Stay on the above-named Respondent/Appellant by emailing a copy of the Motion and any accompanying exhibits to the email addresses listed for opposing council on AIS pursuant to SCACR 262 as amended by the Supreme Court's August 25, 2021 Order on September 21, 2021, addressed to counsel of record as follows.

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September 21, 2021
Greenville, South Carolina

From:	Alison Strother
To:	Greg English; Rita Bolt Barker
Cc:	Josh Smith; Josh Hudson
Subject:	FW: SERVICE OF DOCUMENT: Encore Technology Group, LLC v. Clear Touch Interactive, et al. (Appellate Case No. 2018-001444)
Date:	Tuesday, September 21, 2021 9:42:16 AM
Attachments:	09.21.21 Motion for Leave to Correct Clerical Mistake in Final Order.pdf

Please see attached Motion that did not go through in the first email.

Thank you!

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Good Morning,

The forwarding of this email and any attachments constitute your service copy(ies) of the document(s) listed below.	
COURT	Court of Appeals
APPELLATE CASE NO.	2018-001444
RESPONDENT/APPELLANT	Encore Technology Group, LLC
APPELLANTS/RESPONDENTS	Keone Trask and Clear Touch Interactive, et al.
DOCUMENT TITLE	Motion for Leave to Correct Clerical Mistake in Final Order
ATTORNEY NAME	Joseph O. Smith
ATTORNEY TELEPHONE	864-908-3912

Should you have any questions or issues, please do not hesitate to contact us.

Thank you,

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