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**Apr 20 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

J. Mark Hayes, Circuit Court Judge

Case No. 2017-CP-46204476

EQUINOX, LLC, Plaintiff,

v.

BRANDON EPPS AND Appellants,  
COURTNEY EPPS,

Appellants,

BRANDON EPPS AND  
COURTNEY EPPS, as Next of  
Friends of ALEXIS MARIANNE  
HUCKS, ADRIANNE BELLE  
HUCKS, WELLS SKIPPER  
HUCKS, SAWYER LANE EPPS,  
COOPER WADE EPPS, and LILI  
MADELYN EPPS,

v.

RICHARD B. DRESKIN, Respondent.

APPELLANTS' INITIAL BRIEF

April 20, 2022

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## **STATEMENT OF THE ISSUES ON APPEAL**

Appellants Brandon Epps and Courtney Epps, Individually and As Next of Friends of Alexis Marion Hucks, Adrienne Belle Hucks, Wells Skipper Hucks, Sawyer Lane Epps, Cooper Wade Epps, and Lili Madelyn Epps (collectively, “Appellants” or “the Epps”) respectfully appeal the Order of the Honorable J. Mark Hayes entered on January 16, 2022 dismissing all claims against Respondent Richard Dreskin. Appellants raise the following issues on appeal:

1. Did the trial court err in dismissing all claims based on the statute of limitations?
2. Did the trial court err in dismissing all claims raised against Respondent individually?

## **STATEMENT OF THE CASE**

Equinox, LLC (“Equinox”) filed this action on December 7, 2017 raising claims for breach of contract, conversion, quantum meruit, ejectment, and attorney’s fees against Appellants Courtney and Brandon Epps (“Courtney and Brandon”). The Complaint raises claims, essentially, that Courtney and Brandon were tenants in a property that it owned, and they had failed to pay rent. Courtney and Brandon filed an Answer and Counterclaim on January 15, 2018 denying the claims asserted, and raising claims of their own for breach of contract, breach of warranty of habitability, nuisance, and negligence. The gravamen of their claims was that the house was unsafe because of moisture issues that led to mold problems. The mold, in turn, was alleged to have caused health problems to the Epps family.

Equinox amended its Complaint on February 14, 2018 adding claims for defamation and attorney’s fees. Courtney and Brandon amended their Answer on March 9, 2018. The Epps children were added on December 3, 2018.

Equinox filed a Summary Judgment Motion on August 22, 2019. Courtney and Brandon filed a response on October 16, 2019. Equinox withdrew its Motion and the parties prepared for

trial. Appellants filed a Motion for Leave to Amend Answer to add additional counterclaims against Equinox and third-party claims against Respondent Richard Dreskin (“Dreskin” or “Respondent”) on December 6, 2019. On January 23, 2020, prior to the motion being heard, the parties entered into a Consent Order striking the case from the docket pursuant to Rule 40(j).

Appellants filed a new action on April 16, 2020 raising the same general claims as were raised in the proposed Second Amended Answer, Counterclaims, and Third-Party Complaint (“Second Amended Answer”). The Summons and Complaint in that action were filed and served on Equinox and Dreskin. The parties consented to restore this action on the active docket on May 12, 2020. Appellants then filed a Motion to Consolidate both cases. The October 9, 2020 Order granting that relief states:

*At the hearing, the parties agreed it is in the interest of judicial economy for all of the claims at issue in the 2017 Action and 2020 Action to proceed under one civil action number.*

Respondent appeared, filing his Notice of Motion and Motion for Judgment on the Pleadings of Third-Party Defendant Richard Dreskin on November 12, 2020. He did not challenge service. This was heard on March 24, 2021. On January 16, 2022 the Court entered an Order granting Respondent’s Motion, which forms the basis for this appeal.

### **STATEMENT OF FACTS**

The Epps were tenants in a home located at 618 Garden Rose Court, Greer, SC 29651 (the “Property”). Second Amended Answer (“SAA”), ¶ 51. Equinox is the owner of the Property, and Dreskin is the managing member of Equinox. SAA, ¶¶ 52, 56. Unbeknownst to the Epps, the Property suffered from problems with water intrusion and mold at the time they moved in, and prior tenants had notified Plaintiffs of those issues. SAA, ¶¶ 58, 94. Equinox and Dreskin never

repaired the defective condition of the Property, and failed to disclose it to the Epps despite knowing the dangers posed by these defects. SAA, ¶¶ 61, 68, 73-74, 78, 94.

The Epps first discovered the water and mold problems in May 2017. They notified Dreskin. SAA, ¶ 68. He refused to fix the problem, and by October 2017, the Epps were forced to move out. Id. Also in October 2017, the City of Greer declared the Property to be in violation of the International Property Maintenance Code and uninhabitable. Dreskin executed a sworn document acknowledging as much. SAA, ¶ 56. The Property was subsequently condemned. Id. Plaintiffs failed to notify the Epps of the City's finding of a code violation, however, or that Dreskin had acknowledged, on behalf of Equinox, that the Property was uninhabitable. SAA, ¶¶ 57.

Exposure to the mold at the Property has caused the Epps to sustain injuries and exacerbated preexisting conditions. SAA, ¶ 59. In addition, they were unable to remove their personal property due to the untreated mold in the home. Subsequent demands to retrieve their belongings were refused. SAA, ¶¶ 64, 86-88. Ultimately, Dreskin sold the Epps' belongings without consent, and kept the proceeds. SAA, ¶ 102.

Equinox continued to demand rent from the Epps despite the mold issue and the condemnation of the property. Equinox ultimately commenced this action to recover what it contends are past due rent payments. SAA, ¶ 63. Equinox filed an amended complaint raising claims for defamation. Amended Complaint. The Epps answered and filed counterclaims against Equinox for breach of contract, breach of warranty of habitability, nuisance, negligence, and punitive damages. Amended Answer. On December 6, 2019, the Epps filed a Motion for Leave to Amend Answer seeking to add additional counterclaims against Equinox, and third-party claims against Dreskin, for breach of contract accompanied by fraudulent act, violation of the South

Carolina Unfair Trade Practices Act (“SCUTPA”), conversion, and alter ego liability. The parties stipulated to dismissal pursuant to Rule 40(j). Consent Order Stipulation. COVID then erupted, complicating all court proceedings. Appellants filed and served a separate action alleging basically the same claims as in the proposed amendment. 2020 Summons and Complaint, Affidavit of Service. This matter was restored to the active docket on May 12, 2020. Consent Order Restoring Action. Appellants filed a Motion to Consolidate explaining the COVID related reasoning for filing the 2020 Action. Equinox and Respondent filed a motion to dismiss it. The trial court ultimately entered an order allowing the amendment in this action on October 9, 2020 based on the parties’ agreement that it would be most efficient to resolve all issues in one case, and the Second Amended Answer was filed on October 12, 2020.

Dreskin moved to dismiss only those third-party claims against him in the Second Amended Answer. Notice of Motion and Motion for Judgment on the Pleadings. He did not challenge service. The Trial Court dismissed the case based on statute of limitations grounds, and based on a mistaken belief that there no legally cognizable claim had been pled against Dreskin on these facts.

## **LEGAL ARGUMENT**

### **I. Standard of Review.**

Appellate courts should apply the same standard of review as the trial court in reviewing motions to dismiss upon review of a motion for judgment on the pleadings. Efland v. Mills, 2019 S.C. App Unpub Lexis 248, \*1-2 (2019). The rule is the same for motions to dismiss brought pursuant to Rule 12(b)(6). Cricket Cove Ventures, LLC v. Gilland, 390 S.C. 312, 321, 701 S.E.2d 39, 44 (2010).

### **II. The Epps Brought Their Claims Against Dreskin Within the Statute of Limitations.**

The trial court held that the third-party claims against Dreskin should be dismissed because they were brought after the expiration of the statute of limitations. This is not correct.

It should be noted first that the Epps filed a separate action in April 2020 to assert these same claims and ensure there was no question as to their timeliness in large part due to COVID and its impact on the courts in the spring of 2020, Case No. 2020-CP-42-01301 (the “2020 Action”). It was timely served. 2020 Summons and Complaint, Affidavit of Service. The Epps then filed a motion seeking to consolidate the 2020 Action with this action. Motion to Consolidate. On May 19, 2020, Equinox and Dreskin filed a motion to dismiss the 2020 Action as duplicative of the proposed amended claims and existing claims in this action (and without mention of the statute of limitations). As the October 9, 2020 Order in this action states, at the hearing on these motions, “the parties agreed it is in the interests of judicial economy for all of the claims at issue in the 2017 Action and the 2020 Action to proceed under one civil action number.” Order on Motion to Dismiss and Motion to for Leave to Amend and Consolidate. Pursuant to the October 9, 2020 Order, the Epps’ Second Amended Answer was filed in this action on October 12, 2020 and the 2020 Action was dismissed without prejudice on October 19, 2020. This does not alter the fact that the 2020 Action had been filed and served. The same claims addressed in the amended pleadings against Dreskin were timely filed prior to the expiration of any statute of limitations. The parties agreed to resolve them all in this case. The Court below put that agreement into effect. It did not adjudicate any aspect of either claim.

Appellants acknowledge the provisions of S.C. Code Ann. § 15-3-20. They complied with that statute with the filing of the 2020 Action. Dreskin’s motion to dismiss should still have been denied regardless of the 2020 filing. No South Carolina decision has addressed the pertinent date for statute of limitations purposes where a motion for leave to amend is filed prior to the

expiration of the statute, but the motion is granted after the statute has run. This, again, was the reason for filing the 2020 case. North Carolina has confirmed that “[t]he relevant date for measuring the statute of limitations where an amendment to a pleading is concerned, however, is the date of the *filing of the motion*, not the date the court rules on that motion.” Simpson v. Hatteras Island Gallery Restaurant, Inc., 109 N.C. App. 314, 325, 427 S.E.2d 131, 138 (N.C. Ct. App. 1993) (emphasis in original). Other courts around the country concur. Mayes v. AT & T Information Systems, Inc., 867 F.2d 1172, 1173 (8th Cir. 1989) (“A number of courts have addressed the situation where the petition for leave to amend the complaint has been filed prior to expiration of the statute of limitations, while the entry of the court order and the filing of the amended complaint have occurred after the limitations period has expired. In such cases, the amended complaint is deemed filed within the limitations period.”). Considering that an amended pleading cannot be filed without permission from the court (and given the difficulties in scheduling hearings and during the COVID-19 pandemic in particular) the trial court erred in refusing to follow those courts around the country in holding that the pertinent date in such a situation is the filing of the motion for leave to amend, and not the filing of the amended pleading itself. Because the Epps filed their motion for leave to amend their answer to add counterclaims and third-party claims on December 6, 2019, that should have been the relevant date for statute of limitations purposes.

The statute of limitations for claims for breach of contract accompanied by fraud, and for claims of conversion, is three years. S.C. Code Ann. §§ 15-3-350(1), (5) and (7). Similarly, the statute of limitations for violation of the South Carolina Unfair Trade Practices Act is three years. S.C. Code Ann. § 39-5-150. “Under ‘the discovery rule, the statute of limitations begins to run when a cause of action reasonably ought to have been discovered.’” CoastalStates Bank v.

Hanover Homes of S.C., LLC, 408 S.C. 510, 517, 759 S.E.2d 152, 156 (S.C. Ct. App. 2014). The discovery rule applies to breach of contract actions, conversion, and unfair and deceptive trade practice claims. Rumpf v. Mass. Mut. Life Ins. Co., 357 S.C. 386, 394, 593 S.E.2d 183, 187 (S.C. Ct. App. 2004) (“In determining when a cause of action arose under section 15-30-530, we apply the ‘discovery rule.’”); State ex rel. Wilson v. Ortho-Mcneil-Janssen Pharms., 414 S.C. 33, 76, 777 S.E.2d 176, 198 (S.C. 2015) (applying discovery rule to claim for violation of SCUTPA). Finally, no South Carolina court appears to have addressed the issue of the statute of limitations for an alter ego claim. However, because “piercing the corporate veil, in general, is ‘a method of imposing liability on an underlying cause of action,’” several “other states have determined that the statute of limitations for such a claim is the same as the statute of limitations for the original suit.” Strawbridge v. Sugar Mt. Resort, Inc., 243 F. Supp. 2d 472, 479 (W.D.N.C. 2003) (collecting cases).

Here, the Epps allege that they notified Equinox “of the acts and omissions constituting the breach” of the lease agreement in May 2017, when they “discovered the defect hidden by Plaintiffs.” SAA, ¶ 68, 78. Having “failed to adequately repair and abate the conditions at The Property,” on October 26, 2017 Equinox and Dreskin were subsequently notified by the City of Greer that the Property was in defective condition and could not be “occupied until all mold abatement requirements of the City of Greer’s Codes Enforcement are satisfied.” SAA, ¶¶ 56-58, 74-76. Neither informed the Epps of the Property’s uninhabitable condition, or that the City of Greer forbade the Property be occupied in its defective condition. SAA, ¶ 57. The Epps have further alleged that Equinox, and Dreskin, fraudulently “conceal[ed] the known water intrusion problem at the House prior to the execution of the lease and modification, as well as throughout the lease term,” such that they did not discover any of the hidden defects until they notified

Equinox of the same in May of 2017. SAA, ¶¶ 78, 94. The Epps' Motion for Leave to Amend Answer to add claims and assert third-party claims against Dreskin was filed on December 6, 2019, well within any applicable statute of limitations.

Their claim for violation of the SCUTPA is likewise timely. The Epps alleged that "Plaintiff's action as described above, knowingly leasing a property with an unresolved water intrusion and mold problem . . . and intentionally failing to resolve or repair the issue, constitutes unfair and deceptive trade practices . . . ." SAA, ¶ 99. Again, the Epps allege that these defects remained hidden from them until May 2017, when they first discovered the water and mold issues and notified Equinox. SAA, ¶¶ 68, 78, 94. Because their claim for violation of the SCUTPA did not begin to accrue until May 2017, this claim was also filed within the statute of limitations.

As for the conversion of the Epps' property, the Epps allege that when Plaintiffs knew that the Property's contents "could not be safely removed until the home was tented and treated for mold and refusing to do so in order that Defendants be able to retrieve their property, Plaintiffs sold all of Defendants' belongings to unwitting buyers." SAA, ¶ 64. The Epps allege further that they terminated the lease agreement "by letter in October, with termination stated as effective November 18, 2017." SAA, ¶ 68. Plainly there was no need for them to retrieve their personal property from the house while they still lived in it. Equinox and Dreskin are alleged to have prevented the Epps from retrieving their property and to have sold it at some point after the lease was terminated effective November 18, 2017. The Second Amended Answer, asserting claims against Dreskin, was filed on October 12, 2020. It is within the three-year statute of limitations for conversion even without taking into consideration the date the motion for leave to amend the Epps' answer was filed.

The statute of limitations poses no bar to the Epps' claims against Dreskin and the trial court erred in so holding. The 2020 Action was filed and served well within the statute, which effectively moots Dreskins' arguments as to the timeliness of the Epps' claims. Even had the 2020 Action not been filed, the trial court should have based its analysis on the date the Motion to Amend was filed (rather than the date of filing of the amended pleading itself) and denied Dreskin's motion to dismiss.

### **III. The Epps Have Stated a Claim for Individual Liability Against Dreskin.**

Appellants agree that Drury Dev. Corp. v. Found Ins. Co., 380 S.C. 97, 668 S.E.2d 798 (2008) is key to the analysis of this issue. In Drury, the Supreme Court accepted for certification the question of "whether a judgment against the corporation is a prerequisite to an alter ego claim." 380 S.C. at 99, 668 S.E.2d at 799. It is clear from the transcript that the trial court here believed this to be the law in South Carolina. Hrg. Transcript p. 28, 35-43. The Supreme Court, however, actually held the contrary: "Rather we set forth the general rule that a judgment against a corporation is not a prerequisite to an alter ego claim." Drury, 380 S.C. at 103, 668 S.E.2d at 802.

The trial court's ultimate order is tautological, holding that the case against Dreskin has to be dismissed now because the alter ego claim could not stand if Appellants' "other causes of action fail." The second part of that is of course true – if there is no claim against the corporation, there can be no claim against the shareholder based solely on alter ego liability. That does not mean that Appellants' claim should be dismissed or that Appellants don't have an alter ego claim. The issue of corporate liability has not yet been decided. The question, then, is whether Defendants have "pled facts sufficient to survive a motion to dismiss, as to the corporate liability claims and the alter ego." If so, "the trial court should move forward to determination of both matters." Appellants met these

pleading requirements as to both aspects of this claim. It was error to dismiss their alter ego claim against Dreskin.

The trial court did not substantively address the sufficiency of Appellants' allegations given its belief about the viability of Appellants' claims. Appellants, therefore, deal with them here. “[T]he alter ego doctrine is merely a means of piercing the corporate veil.” Jones v. Enter. Leasing Company-Southeast, 383 S.C. 259, 267, 678 S.E.2d 819, 823 (S.C. Ct. App. 2009). In other words, “[w]hen a company is an alter ego of its sole member, the alter ego and the member are effectively the same entity.” Sky Cable, LLC v. DIRECTV, Inc., 886 F.3d 375, 392 (4th Cir. 2018). “An alter-ego theory requires a showing of total domination and control of one entity by another and inequitable consequences caused thereby.” Colleton County Taxpayers Ass’n v. Sch. Dist., 371 S.C. 224, 237, 638 S.E.2d 685, 692 (S.C. 2006). “Control may be shown where the subservient entity manifests no separate interest of its own and functions solely to achieve the goals of the dominant entity,” but there must also be “fraud or misuse of control by the dominant entity which results in some injustice.” Id.<sup>1</sup> “[F]undamental unfairness can exist in the absence of fraud, and may be proved by a lesser showing than reckless disregard.” Dumas v. InfoSafe Corp., 320 S.C. 188, 193, 463 S.E.2d 641, 644 (S.C. Ct. App. 1995).

The complaint adequately alleges facts showing Dreskin has used his complete control and domination of Equinox to fraudulently lease an uninhabitable property to the Epps and refused to

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<sup>1</sup> Dreskin incorrectly contended below that the Epps are required to allege facts sufficient to demonstrate eight factors utilized in the two-prong analysis South Carolina courts utilize for other avenues of corporate veil piercing, such as undercapitalization and an absence of corporate formalities. But these factors are not required when the corporate veil is pierced through the alter ego doctrine, rather, the Epps must only allege: “(1) total domination and control of one entity by another and (2) inequitable consequences caused thereby.” Oskin v. Johnson, 400 S.C. 390, 400, 735 S.E.2d 459, 465 (S.C. 2012).

correct the defects on that property, all while continuing to demand rent. This is sufficient for a court to disregard corporate form and have Equinox declared the mere alter ego of Dreskin.

**A. Dreskin Dominated and Controlled Equinox.**

The Epps have sufficiently alleged Dreskin's domination and control of Equinox. Specifically, the Epps alleged that Dreskin "maintains total domination and control of Equinox, LLC" such that "Equinox does not have any separate mind, will, or existence of its own, other than as a mere tool or instrumentality of Dreskin." SAA, ¶¶ 107-108. This is "illustrated by: his, and only his, communications with his tenants as landlord; upon information and belief receipt of payment at his personal residence, which is legally owned by Equinox; and his unilateral decision-making authority." SAA, ¶ 107.

As the Epps allege, Dreskin "directed, aided and abetted, authorized or ratified each and every act and conduct" by Equinox. SAA, ¶ 54. It was Dreskin who executed the lease and lease amendment between Equinox and the Epps. See Am. Compl., Exhibit B. It was also Dreskin who signed an affidavit as Managing Member of Equinox LLC acknowledging to the City of Greer that the Property was uninhabitable in light of the code violation for mold, but who failed to notify the Epps of that code violation or that the City of Greer required the Property be unoccupied. SAA, ¶¶ 56-57. Indeed, a report concerning the presence of mold in November 2017 is addressed to "Rick Dreskin" individually, with no reference to Equinox at all. See Am. Compl., Exhibit C. The Epps allege that both they and, upon information and belief, prior tenants notified Dreskin personally of the presence of water intrusion and mold on the Property, to no avail. SAA, ¶¶ 58, 61.

Plainly, the Epps have alleged that Equinox has no interest separate from Dreskin's, but rather is completely subservient to his will, and simply an alter ego of Dreskin.

## **B. Dreskin's Domination of Equinox Lead to Inequitable Consequences.**

Through Dreskin's control of Equinox, he committed fraud and injustice against the Epps by leasing the Property to them while concealing and refusing to correct the mold and water intrusion which rendered the Property uninhabitable. Specifically, though they had "actual and constructive notice of the defective conditions" at the Property, Dreskin and Equinox "failed to adequately repair and abate the conditions at The Property." SAA, ¶ 74. This, despite knowing "that permitting said defective conditions at the outset of the lease threatened the physical and emotional health and well-being of Defendants or any renter, and posed a serious threat and danger to their health and safety." SAA, ¶ 77. Most troubling, Dreskin caused Equinox to fail to inform the Epps of the presence of mold and water intrusion prior to the execution of the lease, and later failed to notify the Epps that the City of Greer had declared the Property to be in violation of the building code and uninhabitable. SAA, ¶¶ 56-57, 94, 99. Thus, through Dreskin's control and domination, he caused Equinox to fraudulently breach the lease and violate the South Carolina Landlord Tenant Act. SAA, ¶¶ 72-80. Moreover, Dreskin caused Equinox to continue to demand rent, "threatened to have Defendants evicted and sued for monies he claimed Defendants owed him" – even after the Property was declared uninhabitable. SAA, ¶¶ 61, 63.

Having used Equinox to lease an uninhabitable house to an unsuspecting tenant, and then to refuse to correct the problem while continuing to demand rent payments, Dreskin cannot now hide behind his company to avoid liability for his misconduct. To maintain the corporate form here would promote unfairness by aiding and effectuating Dreskin's misconduct and perpetuating his fraud upon the Epps. See, e.g., Dumas, 320 S.C. at 193, 463 S.E.2d at 644 (piercing corporate veil where principal of company did not commit fraud but knew of unpaid wages claim but unfairly acted in "self-serving manner" and "in disregard" of that claim); Multimedia Publ. v.

Mullins, 314 S.C. 551, 556, 431 S.E.2d 569, 573 (S.C. 1993) (piercing corporate veil where sole shareholder should have known of creditor's claim against company when he transferred assets to his other companies); Milliken & Co. v. Weiner, 2015 U.S. Dist. LEXIS 124054, \*8 (D.S.C. Sept. 17, 2015) (refusing to dismiss alter ego claim where complaint alleged principal of company caused the company to wrongfully solicit Milliken employees and induce them to provide stolen Milliken trade secrets).

Ultimately, the trial court appears to have believed that any action taken by a manager of a limited liability company cannot lead to personal liability, without going through the two-step analysis it described. Respectfully, there is no such immunity for member-managers. South Carolina Code 33-44-303(a) does state as follows:

*(a) Except as otherwise provided in subsection (c), the debts, obligations and liabilities of a limited liability company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the company. A member or manager is not personally liable for a debt, obligation, or liability of the company **solely by reason of being or acting as a member or manager.***

(emphasis added).

However, it has simply never been the law that business people can commit fraud and similar wrongdoing and escape liability by claiming they were acting on behalf of their business.

The comment to the Code makes that point:

*A member or manager, as an agent of the company, is not liable for the debts, obligations, and liabilities of the company simply because of the agency. **A member or manager is responsible for acts or omissions to the extent those acts or omissions would be actionable in contract or tort against the member or manager if that person were acting in an individual capacity.***

(emphasis added).

Appellants' allegations raise claims of tortious conduct for which, if true, Dreskin would be liable independent of his connection to Equinox. The Court erred in dismissing the individual claims brought against Dreskin simply because he formed an LLC to hide behind.

**CONCLUSION**

For the foregoing reasons, the January 16, 2022 Order granting Respondent Dreskin's Motion for Judgment on the Pleadings should be reversed, and Appellants' claims against Dreskin should be permitted to proceed to trial.

April 20, 2022

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RICHARD B. DRESKIN, Respondent.

PROOF OF SERVICE

I, Richard B. Fennell, certify that I have this day served the Appellants' Initial Brief upon the Respondent by depositing a copy in the United States Mail, postage prepaid, addressed to its attorneys of record, Adam C. Bach and R. Hudson Smith, Eller Tonnson Bach, LLC, 1306 South Church Street, Greenville, SC 29605, as well as the lawyer's primary email address listed in the Attorney Information System. A copy of the email is attached.

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## **Blosser, Andrea**

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**From:** Blosser, Andrea  
**Sent:** Wednesday, April 20, 2022 10:21 AM  
**To:** Adam Bach; hsmith@etblawfirm.com  
**Cc:** Fennell, Rich; Houti, Jennifer  
**Subject:** Equinox v. Epps; Appellate Case No.: 2022-000061  
**Attachments:** Epps - Appellants' Initial Brief.pdf; Epps - Designation of Matters.pdf

Good Morning Adam,

Attached please find Appellants' Initial Brief and Appellants' Designation of Matters to be Included in the Record on Appeal that will be emailed to the South Carolina Court of Appeals this morning for filing. A copy of each will also be placed in the mail today to your office.

Sincerely,

**Andrea M. Blosser**

Legal Assistant to Richard B. Fennell, Mary Kay Baynard,  
and Alexandra B. Bachman



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