

# HELLMAN YATES & TISDALE

ATTORNEYS AND COUNSELORS AT LAW

THOMAS S. TISDALE  
DIRECT VOICE 843 414-9757  
TST@HELLMANYATES.COM

HELLMAN YATES & TISDALE, PA  
145 KING STREET, SUITE 102  
CHARLESTON, SOUTH CAROLINA 29401  
V 843 266-9099  
F 843 266-9188

November 25, 2013

**Via Hand Delivery**

The Honorable Cheryl L. Graham  
Dorchester County Clerk of Court  
5200 East Jim Bilton Boulevard  
St George, S.C. 29477

RE: The Protestant Episcopal Church in the Diocese of South Carolina, et al. v. The Episcopal Church, et al.  
Dorchester County Court of Common Pleas  
Case No.: 2013-CP-18-00013

Dear Ms. Graham:

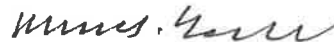
Enclosed for filing in the above-referenced case, please find one original and one copy of Defendant The Episcopal Church in South Carolina's Motion to Join Additional Parties, the certificate of service, and a check in the amount of \$25.00.

Please return a file-stamped copy of the motion to us. A stamped, self-addressed envelope is included for your convenience.

If you have any questions, please do not hesitate to contact me at your convenience.

With kindest regards, I am

Very truly yours,



Thomas S. Tisdale

TST:asb  
w/Enclosures

cc: All Counsel of Record (Via Electronic Mail and U.S. Mail)

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS  
FIRST JUDICIAL CIRCUIT

CERTIFIED COPY  
2013 NOV 25 AM 9:16

CASE NO.: 2013 -CP-18-00013

THE PROTESTANT EPISCOPAL CHURCH IN  
THE DIOCESE OF SOUTH CAROLINA, ET  
AL.,

MOTION AND ORDER INFORMATION

CLERK OF COURT  
DORCHESTER COUNTY

FORM AND COVERSHEET

vs.

THE EPISCOPAL CHURCH, ET AL.,

Defendant.

Plaintiff's Attorney:

C. Alan Runyan, Bar No. \_\_\_\_\_

Address:

2015 Boundary Street, Suite 239

Beaufort, South Carolina 29902

Phone: (803) 943-4444 Fax (843) 522-0142

E-mail: arunyan@speightsrnryan.com Other: \_\_\_\_\_

Defendant's Attorney:

Thomas S. Tisdale, Bar No. 0005584

Address:

145 King Street, Suite 102

Charleston, South Carolina 29401

Phone: (843) 266-9099 Fax (843) 266-9188

E-mail: tst@hellmanyates.com Other: \_\_\_\_\_

☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion to Join Additional Parties

Estimated Time Needed: 1 Hour

Court Reporter Needed: ☒ YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Thomas S. Tisdale  
Signature of Attorney for ☐ Plaintiff/☒ Defendant

11/25/13  
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$ 25.00

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)

☐ Proposed order submitted at request of the court; or,  
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: \_\_\_\_\_

☐ Other: \_\_\_\_\_

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: \_\_\_\_\_

JUDGE CODE \_\_\_\_\_

Date: \_\_\_\_\_

**CLERK'S VERIFICATION**

Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_

☐ MOTION FEE COLLECTED: \$ \_\_\_\_\_

☐ CONTESTED – AMOUNT DUE: \$ \_\_\_\_\_

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )  
 )  
 )  
THE PROTESTANT EPISCOPAL )  
CHURCH IN THE DIOCESE OF )  
SOUTH CAROLINA, ET AL., )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
THE EPISCOPAL CHURCH, ET AL., )  
 )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
FOR THE FIRST JUDICIAL CIRCUIT

Case No.: 2013-CP-18-00013

**TECSC'S NOTICE AND MOTION  
TO JOIN ADDITIONAL PARTIES**

CERTIFIED COPY  
2013 NOV 25 AM 9:17  
Clerk of Court  
DORCHESTER COUNTY

TO: ALL COUNSEL OF RECORD

PLEASE TAKE NOTICE that Defendant The Episcopal Church in South Carolina

("TECSC"), will move before the Honorable Diane S. Goodstein of the First Judicial Circuit in Dorchester County, on the tenth (10<sup>th</sup>) day after service or as soon thereafter as counsel may be heard, for joinder of four additional parties – Mark Lawrence, James Lewis, Jeffrey Miller, and Paul Fuener.

The grounds for this motion are that Plaintiffs' discovery production has revealed that numerous personal and individual *ultra vires*, fraudulent, and intentional unlawful acts injuring TECSC were taken by each of the four additional parties; that the four additional parties are necessary and indispensable parties; that the allegations and causes of action against them are inextricably related to the allegations and causes of action in the Plaintiffs' Complaint; that at least one of the claims against them is also asserted as a counterclaim against at least one of the Plaintiffs; that their joinder would allow judicious and full and final resolution of this dispute;

and that accordingly their joinder is proper under Rules 13, 19, and/or 20 of the South Carolina Rules of Civil Procedure and any applicable jurisprudence or other law.

Attached hereto is a proposed pleading against the four proposed additional parties.

Dated: November 25, 2013

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jason S. Smith", written over a horizontal line.

Thomas S. Tisdale (S.C. Bar #: 005584)

Jason S. Smith (S.C. Bar #: 80700)

HELLMAN YATES & TISDALE, PA

King & Queen Building

145 King Street, Suite 102

Charleston, South Carolina 29401

Telephone: (843) 266-9099

Facsimile: (843) 266-9188

tst@hellmanyates.com

js@hellmanyates.com

*Counsel for Defendants The Episcopal Church  
in South Carolina*

STATE OF SOUTH CAROLINA )  
COUNTY OF DORCHESTER )  
THE PROTESTANT EPISCOPAL )  
CHURCH IN THE DIOCESE OF )  
SOUTH CAROLINA, ET AL., )  
Plaintiffs, )  
v. )  
THE EPISCOPAL CHURCH, ET AL., )  
Defendants. )

IN THE COURT OF COMMON PLEAS  
FOR THE FIRST JUDICIAL CIRCUIT

Case No.: 2013-CP-18-00013

**TECSC’S CLAIMS  
AGAINST ADDITIONAL  
PARTIES**

The Episcopal Church in South Carolina (“TECSC”) hereby alleges claims against additional parties as follows:

## **PARTIES AND JURISDICTION**

### **Additional Parties**

1. Mark Lawrence (“Lawrence”) is a citizen and a resident of Charleston, South Carolina claimed against herein personally and individually for his own *ultra vires* unlawful acts.
2. James Lewis (“Lewis”) is a citizen and a resident of Daniel Island, South Carolina claimed against herein personally and individually for his own *ultra vires* unlawful acts.
3. Jeffrey Miller (“Miller”) is a citizen and a resident of Beaufort, South Carolina claimed against herein personally and individually for his own *ultra vires* unlawful acts.
4. Paul Fuener (“Fuener”) is a citizen and a resident of Georgetown, South Carolina claimed against herein personally and individually for his own *ultra vires* unlawful acts. Collectively, Lawrence, Lewis, Miller, and Fuener are referred to herein as “Additional Parties.”

### **The Episcopal Church In South Carolina**

5. TECSC is an unincorporated religious association with its principal place of business in Charleston, South Carolina. TECSC is the continuing Diocese of South Carolina that is a sub-unit of the hierarchical religious organization of The Episcopal Church. TECSC's members include the individual clergy and laypeople that have remained loyal to The Episcopal Church. TECSC is using the name TECSC to comply with the Court's Temporary Injunction. TECSC is the rightful owner of all of the Diocese's property. TECSC's Convention is the true Convention of the Diocese of South Carolina and therefore has 100% of the voting power and authority to elect the Bishop, members to the Board of Trustees, members to the Standing Committee, as well as to amend the Constitution and Canons of the Diocese in accordance with the Constitution and Canons of The Episcopal Church. TECSC's Bishop is Bishop Charles G. vonRosenberg, who is the rightful Bishop of the Diocese of South Carolina as recognized by the hierarchical organization of The Episcopal Church, the rightful managing authority of the Diocese's corporate entity according to its charter, and the rightful President of The Trustees. TECSC is referred to herein interchangeably as "TECSC," the "Diocese," and the "Diocese of South Carolina."

### **GENERAL ALLEGATIONS**

6. The Episcopal Church is a hierarchical religious organization consisting of 111 dioceses and over 7,000 parishes. For hundreds of years, under the First Amendment of the United States Constitution, The Episcopal Church has governed itself under its own Constitution and Canons, which may be supplemented but not contravened by the constitutions and canons of the individual dioceses. As described in detail in both TECSC's and The Episcopal Church's counterclaims against the Plaintiffs in this lawsuit, which are hereby referenced and incorporated

herein, the Constitution and Canons of The Episcopal Church and of the Diocese of South Carolina set forth the hierarchical structure of various conventions, legislative houses, committees, and leadership positions, as well as the fiduciary duties, obligations, and authority of individuals acting on behalf of the Diocese. Most notably with regard to the instant claims against the Additional Parties, the Constitution and Canons of The Episcopal Church and of the Diocese of South Carolina do not authorize and forbid the Bishop of the Diocese and any other individuals otherwise authorized to act on behalf of the Diocese to withdraw the Diocese or remove its property from The Episcopal Church.

7. In or around 2006, Lawrence made an agreement with members of the Standing and Search Committees of the Diocese to lead a scheme to withdraw the Diocese from The Episcopal Church in return for their votes electing him Bishop of the Diocese.

8. In 2007, as bishop-elect, in order to get the necessary majority confirmation from the standing committees and bishops of the other 110 dioceses as required by the Constitution and Canons of The Episcopal Church, Lawrence made false assurances orally and in writing that he would conform to the doctrine, discipline, and worship of The Episcopal Church and that he did not intend to withdraw the Diocese of South Carolina from The Episcopal Church.

9. On January 26, 2008, at his ordination ceremony performed in accordance with the Constitution and Canons of The Episcopal Church and at its direction by several bishops from other dioceses in front of a congregation, Lawrence falsely took a personal vow and signed a declaration to serve the clergy and people of the Diocese by adhering to the doctrine, discipline, and worship of The Episcopal Church and protecting the property of the Diocese. Pursuant to the Constitution and Canons of The Episcopal Church, as known, understood, and intended by Lawrence, this vow and declaration was continuing for the entire duration of his



tenure as a Bishop. Prior to his disaffiliation and withdrawal, every act he took and every representation he made as a Bishop of The Episcopal Church and of the Diocese constituted a reaffirmance of his vows and declarations.

10. The Episcopal Church and TECSC relied on Lawrence's personal promise in endowing him with authority as a Bishop of The Episcopal Church and of the Diocese.

11. All of the Additional Parties were aware of Lawrence's ordination vow and declaration and have been complicit in his breaches thereof as alleged herein.

12. All of the Additional Parties knew that any and all authority they possessed and any and all acts they took on behalf of the Diocese were governed by the Constitution and Canons of The Episcopal Church and of the Diocese.

13. All of the Additional Parties have been ordained as Priests in The Episcopal Church and made personal vows and declarations to conform to the doctrine, discipline, and worship of The Episcopal Church. Pursuant to the Constitution and Canons of The Episcopal Church, as known, understood, and intended by the Additional Parties, these vows and declarations were continuing for the entire duration of their tenure as a Priests. Prior to their disaffiliation and withdrawal, every act they took and every representation they made as Priests of The Episcopal Church constituted a reaffirmance of their vows and declarations.

14. Beginning in or around 2009, the Additional Parties began executing a conspiracy to take away the Diocese's assets and deprive Episcopalians loyal to The Episcopal Church of their property rights by manipulating the Diocese's corporate entity and The Trustees.

15. Much of the discussion, planning, and execution of this conspiracy occurred during purposefully secret and procedurally improper "Executive Sessions" of the Standing

Committee during which no minutes were taken, or if they were taken, upon information and belief, they have been hidden or destroyed.

16. Contemporaneously, Alan Runyan (“Runyan”) was engaged as counsel of the Standing Committee to advise it on both ecclesiastical and corporate matters. Runyan attended most, if not all, of the Standing Committee meetings from 2009 to the filing of this lawsuit.

17. All Standing Committees of all 111 dioceses, including the Standing Committee of the Diocese of South Carolina, are ecclesiastical bodies governed by the Constitution and Canons of The Episcopal Church.

18. The Diocese’s corporate entity was formed in 1973, upon information and belief, in response to a South Carolina Supreme Court decision that restricted the charitable immunity doctrine: *Jeffcoat v. Caine*, 198 S.E. 2d 258, 261 S.C. 75 (1973).

19. The 1973 charter provides: “The purpose of the said proposed Corporation is to continue the operation of an Episcopal Diocese under the Constitution and Canons of The Protestant Episcopal Church in the United States of America.”

20. Accordingly, the Constitution and Canons of The Protestant Episcopal Church in the United States of America, which by their own terms may be supplemented but not contravened by the Constitutions and Canons of the Diocese, are the bylaws of the corporation, as provided by the 1973 charter.

21. The Constitution and Canons of The Episcopal Church may only be amended by the General Convention of The Episcopal Church. Thus, only the General Convention of The Episcopal Church could amend the Constitution and Canons of The Episcopal Church to eliminate their hierarchical precedence to the Constitution and Canons of the Diocese.

22. For the first 37 years of its existence leading up to the recent *ultra vires* unlawful acts of the Additional Parties, the corporation operated accordingly under its bylaws, the Constitution and Canons of The Episcopal Church, as supplemented but not contravened by the Constitution and Canons of the Diocese. The formation of the corporation, therefore, did not affect the long-standing governance of the Diocese as part of the hierarchical organization of The Episcopal Church. The corporation's only consequential impact on the Diocese was to provide a corporate shield against personal liability for negligence for individuals acting within the scope of their authority on behalf of the Diocese in accordance with the Constitution and Canons of The Episcopal Church, as supplemented but not contravened by the Constitution and Canons of the Diocese.

23. The only distinct corporate act taken on behalf of the Diocese's corporate entity prior to the recent *ultra vires* unlawful acts of the Additional Parties occurred fifteen years after its formation, on February 20, 1987, when the corporation slightly amended its name. The resolution to amend the name was not adopted at a distinct corporate meeting, but rather at the ecclesiastical Diocesan Convention on February 19-21, 1987, which was held in accordance with the Constitution and Canons of The Episcopal Church, as supplemented but not contravened by the Constitution and Canons of the Diocese. The Application for Amendment was executed by "Bishop C.F. Allison" and "Executive Secretary John Q. Beckwith, III" as its "DIRECTORS OR AUTHORIZED MANAGING BOARD."

24. The managerial authority of the Diocese's corporate entity, as provided for in the 1973 charter, is the "Bishop," whose authority is in turn limited by the purpose and bylaws of the corporation adopted in the charter.

25. Since its founding in 1973, any and all corporate authority of the “Bishop” passed ecclesiastically from Bishop Temple to Bishop Allison in 1982, to Bishop Salmon in 1990, to Bishop Lawrence in 2008. Throughout all that time, according to the bylaws, the Constitution and Canons of The Episcopal Church and of the Diocese, as supplemented but not contravened by the Constitution and Canons of the Diocese, each bishop in this succession inherited his corporate authority after he had been ecclesiastically elected by the Diocese, confirmed by a necessary majority of standing committees and bishops in the other dioceses of The Episcopal Church, and ordained as Bishop of the Diocese by The Episcopal Church. There were no corporate elections separate and distinct from this ecclesiastical process.

26. Accordingly, Bishop Lawrence, like the Bishops before him, had no more authority over the corporation than he inherited ecclesiastically under the bylaws, the Constitution and Canons of The Episcopal Church, as supplemented but not contravened by the Constitution and Canons of the Diocese. As such, he had no authority to discontinue the ecclesiastical operation of the corporation and block his transient authority as then-acting bishop from passing to the next ecclesiastical bishop of the Diocese; nor could he amend the purpose or bylaws of the corporation as to conflict with the Constitution and Canons of The Episcopal Church; nor could the Diocesan Convention empower him to take any such action in conflict with the Constitution and Canons of The Episcopal Church; nor could he delegate any such powers, which he did not possess, to the Standing Committee or any other individuals.

27. The above described ecclesiastical operation of the corporation under its bylaws, the Constitution and Canons of The Episcopal Church, as supplemented but not contravened by the Constitution and Canons of the Diocese, is allowed and protected under South Carolina’s Nonprofit Corporation Act, S.C. Code Ann. § 33-31-180, which provides as follows: “If

religious doctrine governing the affairs of a religious corporation is inconsistent with the provisions of this chapter on the same subject, the religious doctrine controls to the extent required by the Constitution of the United States or the Constitution of South Carolina, or both.”

28. S.C. Code Ann. § 33-31-180 was passed by the Legislature in 1994 as more and more churches had incorporated for personal liability reasons. This law recognizes the incongruity between typical corporations, which require a corporate governance framework of uniform corporate formalities to effectively serve their purpose, and religious corporations, which typically already have an ecclesiastical governance framework with their own set of ecclesiastical rules and formalities in place. Further, this law recognizes that First Amendment rights would be compromised if, by incorporating, religious organizations were deemed to abandon their long-standing ecclesiastical governance and be subjected to indiscriminate corporate formalities and procedures susceptible to manipulation resulting in unintended consequences.

29. On March 17, 2010, Lawrence, in breach of his ordination vow and declaration and acting *ultra vires* (meaning outside the scope of his authority) in furtherance of the conspiracy under the title President of The Trustees, amended The Trustees’ bylaws to remove duties and responsibilities to the Constitution and Canons of The Episcopal Church. In effect, this was an attempt to change the beneficiary of the trust to himself and the Additional Parties in anticipation of withdrawing and disaffiliating from The Episcopal Church and the Diocese.

30. On that same day, March 17, 2010, members of the Board of Trustees, in breach of their fiduciary duties as trustees of the Diocese’s property and acting *ultra vires* in furtherance of the conspiracy, gave Lawrence, who exerted undue influence while acting as President of The

Trustees at the time, a 10-year lease for \$1 per year on the diocesan residence, personally and individually, without regard to his continued role as Bishop.

31. On October 15, 2010, the Additional Parties, in breach of their fiduciary duties and acting *ultra vires* in furtherance of the conspiracy, caused the Diocesan Convention to resolve to change the purpose of the Diocese's corporate entity and to amend the Constitution and Canons of the Diocese to remove all duties to The Episcopal Church and the Diocese's accession to the Constitution and Canons of The Episcopal Church. In particular, the Additional Parties conspired to have the Standing Committee propose such actions to the Diocesan Convention, and for Lawrence, as the Presiding Chair of the Diocesan Convention, to support votes on such proposals in contravention of the Constitution and Canons of The Episcopal Church and in breach of his ordination vow and declaration and fiduciary duties as Bishop. Lawrence should have exercised his authority and duty as Presiding Chair to rule such proposals out of order and to refuse to accept them.

32. On or about October 22, 2010, unsupported by any corporate election or resolution and acting *ultra vires* in furtherance of the conspiracy under the title "President" of the Diocese's corporate entity, Lawrence purported to amend the Diocese's corporate entity's charter to fundamentally change its purpose and bylaws. He removed the corporation's duty to adhere to the Constitution and Canons of The Episcopal Church and replaced it with self-serving allegiance to the Constitution and Canons of the Diocese. Lawrence backdated the effective date of that corporate amendment by a month to September 9, 2010 to predate amendments to the Constitution and Canons of the Diocese that he and the other Additional Parties had already conspired to have proposed and approved at the Diocesan Convention on October 15, 2010. In effect, this was an attempt to change the beneficiary of the nonprofit religious corporation to

himself and the Additional Parties in anticipation of withdrawing and disaffiliating from The Episcopal Church and the Diocese.

33. On or about October 29, 2010, Lewis, unsupported by any corporate election or resolution and acting *ultra vires* in furtherance of the conspiracy, on behalf of the Diocese's corporate entity under the title of The Canon to The Ordinary, which is an ecclesiastical position in the Diocese, purported to file South Carolina state trademark applications, which included personal declarations swearing that the applications were true and accurate and that he believed that the corporation owned the rights in the trademarks. In the applications, Lewis represented that the common law rights in the trademarks went back to as far as 1821, which was long before the corporation was formed in 1973. Lewis knew or should have known that the ecclesiastical Diocese had never assigned any common law trademark rights to its corporate entity. He later admitted that the Diocese's corporate entity did not own any intellectual property, as detailed below.

34. TECSC, as the continuing ecclesiastical Diocese, owns the common law rights to the trademarks of the Diocese that have been used in commerce as far back as the Eighteenth Century.

35. On December 16, 2010, unsupported by any corporate election or resolution and acting *ultra vires* in furtherance of the conspiracy, Miller purported to execute bylaws as "President" of the Diocese's corporate entity that, among other things, self-servingly purported to adopt Bishop Lawrence's *ultra vires* change of the purpose of the corporation, name the members of the Standing Committee as the "present directors" of the corporation, and give the directors the sole authority to determine the identity and authority of the Bishop, in contravention of the 1973 charter.

36. In spite of the new purported bylaws of the Diocese's corporate entity, in furtherance of their conspiracy, the Additional Parties continued to operate the corporation ecclesiastically at meetings of the Standing Committee, mostly in secret Executive Sessions during which no minutes were taken. They did not observe the corporate formalities provided for in their new purported bylaws or the Nonprofit Corporations Act.

37. On March 1, 2011, the minutes from the Standing Committee meeting show that the members of the Standing Committee were told that they were simultaneously members of the Standing Committee as well as the present members of the Board of Directors of the Diocese's corporate entity.

38. During this litigation, Plaintiffs' counsel represented to this Court: "[T]he Standing Committee is not a separate entity. It is nothing more than another name for the Plaintiff Diocese's Board of Directors." In fact, however, the Standing Committee is an ecclesiastical body that came into existence long before the Diocese's corporate entity was formed in 1973. It is a creature of Article IV of the Constitution of The Episcopal Church, which provides that every Diocese shall have a Standing Committee elected by its Convention that shall serve as the Bishop's Council of Advice and shall, if no Bishop is canonically authorized to act, serve as the Ecclesiastical Authority of the Diocese, and that the rights and duties of the Standing Committee may be prescribed in the Canons of the Diocese but may not contravene the Constitution and Canons of The Episcopal Church.

39. On February 1, 2011, unsupported by any corporate election or resolution and acting *ultra vires* in furtherance of the conspiracy, Miller purported to execute an employment agreement as "President" of the Diocese's corporate entity with Lawrence that attempted to



empower Lawrence with corporate authority over the Diocese even in the event that he were to lose the “authority as is normally associated with the Bishop.”

40. On October 21, 2011, Lewis, unsupported by any corporate election or resolution and acting *ultra vires* in furtherance of the conspiracy, purported to file a Form 1023, including a sworn declaration, with the IRS on behalf of the Diocese’s corporate entity under the title The Canon to The Ordinary, for the purpose of obtaining a tax exemption independent from The Episcopal Church in anticipation of withdrawing the Diocese from The Episcopal Church. Therein, among other things, he misrepresented the hierarchical ecclesiastical governance of The Episcopal Church and the Diocese as set forth in their Constitutions and Canons. He also admitted that the corporation did not own or have any rights in any trademarks.

41. On November 8, 2012, unsupported by any corporate election or resolution and acting *ultra vires* in furtherance of the conspiracy, Fuener purported to file federal trademark applications as President of the corporation, which included personal declarations swearing that the applications were true and accurate and that he believed that the corporation owned the rights in the trademarks. In the applications, Fuener represented that the common law rights in the trademarks went back as far as 1821, which was long before the corporation was formed in 1973. Fuener knew or should have known that the ecclesiastical Diocese had never assigned any common law trademark rights to its corporate entity. He later filed express abandonments of those applications one day prior to the filing of this lawsuit, on January 3, 2013.

42. On various dates in 2010 and 2011, unsupported by any corporate election or resolution and acting *ultra vires* in furtherance of the conspiracy, various combinations of one or more of Lawrence, Miller, and Fuener unlawfully purported to execute various quitclaim deeds with various inconsistent combinations of grantors – one or more of the ecclesiastical Diocese,

the Diocese's corporate entity, and the Standing Committee – to the parishes in the Diocese. In total, at least 58 quitclaim deeds were executed. Some of these quitclaim deeds were kept secret for over a year before they were recorded. The earliest of the quitclaim deeds had the ecclesiastical Diocese as the one and only grantor. A second group of quitclaim deeds had both the ecclesiastical Diocese and the Standing Committee as grantors. The Diocese's corporate entity was added as a third grantor to another group of quitclaim deeds. A fourth group of quitclaim deeds named the Diocese's corporate entity as the one and only grantor. Some of the groups overlapped to some extent, such that a few of the parishes received more than one quitclaim deed from various combinations of grantors. This confused progression demonstrates the evolution of the Additional Parties' corporate conspiracy. The corporation went from being a nonparty in the first group of quitclaim deeds to the one and only party in the last group of quitclaim deeds. In any respect, The Trustees hold the Diocese's property interests in trust for the Diocese and would have been the only entity that could hypothetically grant such quitclaim deeds if not for their duties to The Episcopal Church and the Diocese. Accordingly, all of the above quitclaims are unlawful under the Statute of Frauds.

43. In furtherance of the conspiracy, many of the above referenced quitclaim deeds include witness declarations executed by Lewis and Runyan.

44. Many of the quitclaim deeds witnessed by Runyan included the ecclesiastical Diocese and/or the Standing Committee as grantors, but did not include the Diocese's corporate entity as a grantor.

45. In July of 2012, among his fellow bishops at the General Convention of The Episcopal Church in Indianapolis, Indiana, Lawrence publicly contradicted his ordination vow and declaration, stating that the "church has lost its way," and "I believe we crossed a line," and

“I can no longer seek to conform to this doctrine.” Lawrence also led some of the other delegates of the Diocese of South Carolina in walking out of the General Convention of The Episcopal Church.

46. On October 2, 2012, at a meeting of the Standing Committee, in breach of his fiduciary duties and acting *ultra vires* in furtherance of the conspiracy, Lawrence falsely represented to the members of the Standing Committee that the Diocese had the right to withdraw its accession to the Constitution and Canons and disaffiliate with The Episcopal Church and that, they, as the members of the Standing Committee and simultaneously the directors of the Diocese’s corporate entity, had the authority to take such action. Relying on Lawrence’s false representations, members of the Standing Committee, purporting to act on behalf of the Standing Committee and the Diocese’s corporate entity, simultaneously, purported to pass such a resolution that would be effective immediately upon, among other things, the taking of any action of any kind by any representative of The Episcopal Church against the Bishop, the Standing Committee, or any of its members.

47. On or about October 15, 2012, the Presiding Bishop of The Episcopal Church notified Lawrence that The Disciplinary Board for Bishops determined that he had violated his ordination vows to conform to the doctrine, discipline, and worship of The Episcopal Church and to guard the faith, unity, and discipline of the Church, as well as his duty to faithfully perform the duties of his office in accordance with the Constitution and Canons of The Episcopal Church. As a result, the Presiding Bishop restricted Lawrence’s ministry.

48. On October 17, 2012, the Additional Parties publicly announced that the above action against Lawrence triggered their immediate withdrawal and disaffiliation of the Diocese pursuant to the October 2, 2012 resolutions. October 2, 2012, or at the latest, October 17, 2012,

accordingly marks the date of the personal and individual withdrawal of the Additional Parties and their followers from The Episcopal Church, including the members of the Standing Committee who had unanimously voted to withdraw and disaffiliate. Any and all authority that any of those individuals had in the past to act for the Diocese or its corporate entity or The Trustees was extinguished from that date forward.

49. On October 18, 2012 and on numerous occasions thereafter, despite their personal and individual withdrawal from The Episcopal Church, the Additional Parties, acting *ultra vires* in furtherance of the conspiracy, organized meetings that they entitled “Special Meeting of the Standing Committee of the Protestant Episcopal Church in the Diocese of South Carolina” or “Special Meeting of the Board of Directors of the Protestant Episcopal Church in the Diocese of South Carolina,” or other similar titles, during which they purported to take various actions affecting the Diocese, its corporations, and its property. With respect to the continuing Diocese, which as a subunit of the hierarchical organization of The Episcopal Church, could not and did not withdraw or disaffiliate from The Episcopal Church, all of these meetings were null and void, as were all acts purportedly taken thereat.

50. Similarly, on November 17, 2012, despite their personal and individual withdrawal from The Episcopal Church, acting *ultra vires* in furtherance of the conspiracy, the Additional Parties purported to organize a meeting that they entitled “2012 Special Convention,” during which they purported to take various actions affecting the Diocese, its corporations, and its property. With respect to the continuing Diocese, which as a subunit of the hierarchical organization of The Episcopal Church, could not and did not withdraw or disaffiliate from The Episcopal Church, this meeting was null and void, as were all acts purportedly taken thereat.

51. On January 4, 2013, the Additional Parties, acting *ultra vires* in furtherance of the conspiracy, caused the Diocese's corporate entity and The Trustees to be named as Plaintiffs in this lawsuit.

52. Since their purported withdrawal, the Additional Parties have engaged in trademark infringement and false advertising by using the Diocese's marks in a manner that is misdescriptive, falsely suggestive of a connection and affiliation, and confusing to the public. The word "diocese" means a geographical sub-unit of a Christian church. The combination of words "Diocese in South Carolina" means the geographical sub-unit of a Christian church located in South Carolina. The phrase "The Protestant Episcopal Church" directly refers to the Christian denomination of The Episcopal Church. In sum, any combination of these words means the geographical sub-unit of The Episcopal Church located in South Carolina.

53. The Additional Parties' use of the Diocese's trademarks is wholly inconsistent with their withdrawal, personally and individually, from The Episcopal Church. Contrary to the literal meaning of the word "diocese," the Additional Parties assert that their purportedly withdrawn organization is not a geographical sub-unit, but rather a wholly independent and self-governing body. Contrary to the trademarks' direct implication of a connection and affiliation with the Christian denomination of The Episcopal Church, the Additional Parties assert their purportedly withdrawn organization is no longer a part of The Episcopal Church.

54. This public confusion is negatively affecting TECSC's membership, donations, management of clergy, associations with community organizations, and its Episcopalian mission.

55. Lawrence has falsely represented to the public that he is still the Bishop of the Diocese and he continues to act *ultra vires* under that title.

56. Lawrence has continued to live in the residence for the Diocese's Bishop under his personal and individual lease from The Trustees.

57. Lewis has falsely represented to the public that he is still the Canon to The Ordinary of the Diocese and he continues to act *ultra vires* under that title.

58. Together, the Additional Parties continue to act *ultra vires* to cause the named Plaintiffs to spend and waste the assets of TECSC in this litigation and other matters.

59. The Additional Parties are not immune from liability for any of the above alleged *ultra vires* unlawful acts, which were also willful, wanton, intentional, reckless, grossly negligent, and committed in bad faith.

## **CAUSES OF ACTION**

### **Count I: Breach of Fiduciary Duty**

#### **(Against All Additional Parties)**

60. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

61. All of the Additional Parties are Episcopal Priests who have taken continuing personal ordination vows and declarations to adhere to the doctrine, discipline, and worship of The Episcopal Church as set forth in its Constitution and Canons.

62. Lawrence additionally took a continuing personal ordination vow and declaration prior to assuming and while performing his duties and responsibilities as Bishop of the Diocese to serve the clergy and people of the Diocese by adhering to the doctrine, discipline, and worship of The Episcopal Church and protecting the property of the Diocese. His duties as Bishop extended to serving as: President of The Trustees, which had bylaws that further imposed fiduciary duties upon him to adhere to the Constitution and Canons of The Episcopal Church and

of the Diocese; “Bishop” of the Diocese’s corporate entity, which had a purpose and bylaws in its 1973 charter that further imposed fiduciary duties upon him to adhere to the Constitution and Canons of The Episcopal Church; and Presiding Officer of the Diocesan Convention, which is governed by the Constitution and Canons of The Episcopal Church and of the Diocese, which imposed fiduciary duties upon him. Lawrence accepted the salary and benefits paid to him as Bishop.

63. Lewis additionally served as: Canon to The Ordinary, which is an ecclesiastical position subordinate to the Bishop having its own fiduciary duties set forth in the Constitution and Canons of The Episcopal Church and of the Diocese – in this role, he was also complicit in breaching Bishop Lawrence’s continuing ordination vow and declaration and fiduciary duties by assisting him; Executive Secretary of the Diocesan Convention, which is governed by the Constitution and Canons of The Episcopal Church and of the Diocese, which imposed fiduciary duties upon him; and purportedly as “Canon to The Ordinary” of the Diocese’s corporate entity, which had a specific corporate purpose in its charter that further imposed fiduciary duties upon him to adhere to the Constitution and Canons of The Episcopal Church. Lewis also accepted the salary and benefits paid to him to perform the responsibilities and duties of Canon to The Ordinary.

64. Miller and Fuener additionally served as: Presidents of the Standing Committee, which is governed by the Constitution and Canons of The Episcopal Church and of the Diocese, which imposed fiduciary duties upon them; and purportedly as Presidents of the Diocese’s corporate entity, which had a purpose and bylaws in its 1973 charter that further imposed fiduciary duties upon them to adhere to the Constitution and Canons of The Episcopal Church.

65. TECSC reposed special confidence in the Additional Parties to exercise their authority in equity and good conscience.

66. All of the Additional Parties induced and accepted their fiduciary roles.

67. The Additional Parties have breached their fiduciary duties as alleged in detail above by manipulating and taking away TECSC's corporations and property.

68. The Additional Parties' breaches of fiduciary duty were willful.

69. TECSC has been damaged by Additional Parties' breaches of their fiduciary duties, which facilitated their manipulation and taking away of TECSC's corporations and property.

#### **Count II: Breach of Contract**

##### **(Against Lawrence and Lewis)**

70. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

71. The Diocese and The Episcopal Church made an offer to Lawrence to become a Bishop of The Episcopal Church and of the Diocese of South Carolina.

72. The terms of that offer were represented in writing in the Book of Common Prayer under Ordination of a Bishop and in the Constitution and Canons of The Episcopal Church and of the Diocese.

73. The offer was supported by valuable consideration, including ecclesiastical and corporate powers that accompanied the position of Bishop, as well as a salary and benefits.

74. Lawrence accepted the offer orally and in writing by sworn declaration during his ordination, and thereafter by representing himself to be the Bishop, and by accepting a salary for his labor.



75. The Diocese and The Episcopal Church relied on Lawrence's continuing ordination vow and declaration in empowering him with ecclesiastical and corporate authority.

76. Lawrence breached the contract by taking numerous acts alleged above in total contravention of his continuing ordination vow and declaration and failing to perform his duties as Bishop as required by the Constitution and Canons of The Episcopal Church and of the Diocese.

77. TECSC has been damaged by Lawrence's breaches, which facilitated the Additional Parties' manipulation and taking away of TECSC's corporations and property.

78. The Diocese made an offer to Lewis to be employed as Canon to The Ordinary.

79. The offer was supported by valuable consideration, including ecclesiastical authority that accompanied the position of Canon to The Ordinary, as well as a salary and benefits.

80. Lewis's obligations under the contract were represented by the terms of his continuing ordination vow and declaration and in the Constitution and Canons of The Episcopal Church and of the Diocese.

81. Lewis accepted the offer by representing himself to be the Canon to the Ordinary and by accepting a salary for his labor.

82. The Diocese relied on Lewis's continuing ordination vow and declaration in empowering him with ecclesiastical authority.

83. Lewis breached the contract by taking the numerous acts alleged above in total contravention of his continuing ordination vow and declaration and failing to perform his duties as Canon to The Ordinary as required by the Constitution and Canons of The Episcopal Church and of the Diocese.

84. TECSC has been damaged by Lewis's breaches, which facilitated the Additional Parties' manipulation and taking away of TECSC's corporations and property.

**Count III: Breach of Contract Accompanied by a Fraudulent Act**

**(Against Lawrence and Lewis)**

85. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

86. Lawrence and Lewis breached their respective contracts with the Diocese with fraudulent intent and their breaches were accompanied by many fraudulent acts as alleged above, including their false continuing ordination vows and declarations, *ultra vires* manipulation of the Diocese's corporations, and their taking away of the Diocese's property.

**Count IV: Negligent Misrepresentation**

**(Against All Additional Parties)**

87. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

88. Lawrence's continuing ordination vow and declaration was a false representation to the Diocese and The Episcopal Church.

89. Lawrence had a pecuniary interest in making that false continuing ordination vow and declaration so that he could assume the salary and benefits of a Bishop of The Episcopal Church and of the Diocese.

90. Lawrence owed a duty of care to The Episcopal Church and the Diocese to see that truthful information was communicated during his ordination and while he was acting as Bishop.

91. Lawrence breached his duty of care by failing to exercise due care in making an ordination vow and declaration that he did not intend to keep and by continuing to represent himself to be the Bishop when he was acting contrary to his duties and authority as Bishop.

92. The Diocese and The Episcopal Church justifiably relied on the Lawrence's continuing ordination vow and declaration in empowering him with the authority of Bishop of the Diocese.

93. The Diocese suffered a pecuniary loss as a direct and proximate result of reliance on Lawrences' representations, which facilitated Lawrence's manipulation and taking away of TECSC's corporations and property.

94. Lewis's continuing ordination vow and declaration was a false representation to the Diocese and The Episcopal Church.

95. Lewis had a pecuniary interest in making that false continuing ordination vow and declaration so that he could assume the salary and benefits of Canon to The Ordinary of the Diocese.

96. Lewis owed a duty of care to The Episcopal Church and the Diocese to see that truthful information was communicated during his ordination and while he was acting as Canon to The Ordinary.

97. Lewis breached his duty of care by failing to exercise due care in making an ordination vow and declaration that he did not intend to keep and by continuing to represent himself to be the Canon to The Ordinary when he was acting contrary to his duties and authority as Canon to The Ordinary.

98. The Diocese and The Episcopal Church justifiably relied on Lewis's continuing ordination vow and declaration in empowering him with the authority of Canon to The Ordinary.

99. The Diocese suffered a pecuniary loss as a direct and proximate result of reliance on Lewis's representations, which facilitated Lewis's manipulation and taking away of TECSC's corporations and property.

100. All the Additional Parties made false representations in their ordination vows and declarations as Priests.

101. As alleged in detail above, all of the Additional Parties made numerous false representations as to their own authority in the Diocese, as to the Constitution and Canons of The Episcopal Church and of the Diocese, and as to the Diocese's corporations.

102. All the Additional Parties had a pecuniary interest in making such false representations to take away the assets of the Diocese to fund their own organization conforming to their own personal religious beliefs.

103. All of the Additional Parties owed a duty of care to The Episcopal Church and the Diocese to see that truthful information was communicated when acting pursuant to their positions of authority.

104. All of the Additional Parties breached their duty of care.

105. The Diocese and The Episcopal Church justifiably relied on the Additional Parties in empowering them with their positions of authority.

106. TECSC suffered a pecuniary loss as a direct and proximate result of its reliance on the representations of the Additional Parties, which facilitated their manipulation and taking away of TECSC's corporations and property.

**Count V: Promissory Estoppel**

**(Against All Additional Parties)**

107. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

108. The continuing ordination vows and declarations of the Additional Parties were promises unambiguous in their terms.

109. The Diocese and The Episcopal Church reasonably relied on those continuing ordination vows and declarations.

110. The Additional Parties expected and foresaw that the Diocese and The Episcopal Church would rely on their continuing ordination vows and declarations.

111. TECSC has been damaged by its reliance on the Additional Parties' continuing ordination vows and declarations, which facilitated their manipulation and taking away of TECSC's corporations and property.

#### **Count VI: Fraud**

##### **(Against All Additional Parties)**

112. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

113. Lawrence's continuing ordination vow and declaration was a personal representation to the Diocese and The Episcopal Church.

114. Lawrence's continuing ordination vow and declaration was false because, prior to becoming Bishop, he intended to attempt to withdraw and disaffiliate the Diocese from the Episcopal Church and take away its property, and thereafter, he engaged in numerous acts to do so while falsely representing that, as Bishop, he had such authority.

115. Lawrence's continuing ordination vow and declaration was a material and necessary prerequisite to his ordination as a Bishop of The Episcopal Church and of the Diocese and his continuing ecclesiastical authority in that role.

116. Lawrence knew that his continuing ordination vow and declaration was false because prior to becoming Bishop, he intended to attempt to withdraw and disaffiliate the Diocese from the Episcopal Church and take away its property, and thereafter, he engaged in numerous acts to do so while falsely representing that, as Bishop, he had such authority; or in the alternative, Lawrence recklessly disregarded the truth or falsity of his continuing ordination vow and declaration because he was willing to withdraw the Diocese from The Episcopal Church if it did not change its doctrine to his liking, and he recklessly represented that he had the authority to do so.

117. Lawrence intended that his continuing ordination vow and declaration be acted upon by The Episcopal Church and the Diocese by ordaining him as Bishop and giving him authority in that role.

118. The Diocese did not know that Lawrence took his continuing ordination vow and declaration falsely.

119. The Diocese and The Episcopal Church justifiably relied on Lawrence's continuing ordination vow and declaration in empowering him with the authority of Bishop of the Diocese.

120. The Diocese had a right to rely on Lawrence's continuing ordination vow and declaration.

121. TECSC has been damaged by its reliance on Lawrence's fraudulent continuing ordination vow and declaration, which facilitated Lawrence's manipulation and taking away of TECSC's corporations and property.

122. The Additional Parties' continuing ordination vows and declarations as Priests were personal representations to The Episcopal Church and the Diocese.

123. The Additional Parties' continuing ordination vows and declarations were false because they engaged in numerous acts to attempt to withdraw and disaffiliate the Diocese from the Episcopal Church and take away its property, while falsely representing that they had such authority.

124. The Additional Parties' continuing ordination vows and declarations were a material and necessary prerequisite to their ordination as Priests of The Episcopal Church and of the Diocese and their continuing ecclesiastical authority as Priests.

125. The Additional Parties' knew that their continuing ordination vows and declarations were false because they engaged in numerous acts to attempt to withdraw and disaffiliate the Diocese from the Episcopal Church and take away its property, while falsely representing that they had such authority; or in the alternative, they recklessly disregarded the truth or falsity of their continuing ordination vows and declarations in attempting to do so.

126. The Additional Parties intended that their continuing ordination vows and declarations would be acted upon by The Episcopal Church and the Diocese by giving them authority within the Diocese.

127. The Diocese did not know that the Additional Parties took their continuing ordination vows and declarations falsely.

128. The Diocese and The Episcopal Church justifiably relied on the Additional Parties' continuing ordination vows and declarations in empowering them with positions of authority in the Diocese.

129. The Diocese had a right to rely on the Additional Parties' continuing ordination vows and declarations.

130. TECSC has been damaged by its reliance on Additional Parties' fraudulent continuing ordination vows and declarations, which facilitated their manipulation and taking away of TECSC's corporations and property.

#### **Count VII: Constructive Fraud**

##### **(Against All Additional Parties)**

131. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

132. Lawrence's continuing ordination vow and declaration was a personal representation to the Diocese and The Episcopal Church.

133. Lawrence's continuing ordination vow and declaration was false because, prior to becoming Bishop, he intended to attempt to withdraw and disaffiliate the Diocese from the Episcopal Church and take away its property, and thereafter, he engaged in numerous acts to do so while falsely representing that, as Bishop, he had such authority.

134. Lawrence's continuing ordination vow and declaration was a material and necessary prerequisite to his ordination as a Bishop of The Episcopal Church and of the Diocese and his continuing ecclesiastical authority in that role.



135. Lawrence ought to have known that his continuing ordination vow and declaration was false because he was familiar with the Constitution and Canons of The Episcopal Church and of the Diocese.

136. Lawrence intended that his continuing ordination vow and declaration be acted upon by The Episcopal Church and the Diocese by ordaining him as Bishop and giving him authority in that role.

137. The Diocese did not know that Lawrence took his continuing ordination vow and declaration falsely.

138. The Diocese and The Episcopal Church justifiably relied on Lawrence's continuing ordination vow and declaration in empowering him with the authority of Bishop of the Diocese.

139. The Diocese had a right to rely on Lawrence's continuing ordination vow and declaration.

140. TECSC has been damaged by its reliance on Lawrence's fraudulent continuing ordination vow and declaration, which facilitated Lawrence's manipulation and taking away of TECSC's corporations and property.

141. The Additional Parties' continuing ordination vows and declarations as Priests were personal representations to The Episcopal Church and the Diocese.

142. The Additional Parties' continuing ordination vows and declarations were false because they engaged in numerous acts to attempt to withdraw and disaffiliate the Diocese from the Episcopal Church and take away its property, while falsely representing that they had such authority.

143. The Additional Parties' continuing ordination vows and declarations were a material and necessary prerequisite to their ordination as Priests of The Episcopal Church and of the Diocese and their continuing ecclesiastical authority as Priests.

144. The Additional Parties ought to have known that their ordination vows and declarations were false because they were familiar with the Constitution and Canons of The Episcopal Church and of the Diocese.

145. The Additional Parties intended that their continuing ordination vows and declarations would be acted upon by The Episcopal Church and the Diocese by giving them authority within the Diocese.

146. The Diocese did not know that the Additional Parties took their continuing ordination vows and declarations falsely.

147. The Diocese and The Episcopal Church justifiably relied on the Additional Parties' continuing ordination vows and declarations in empowering them with positions of authority in the Diocese.

148. The Diocese had a right to rely on the Additional Parties' continuing ordination vows and declarations.

149. TECSC has been damaged by its reliance on Additional Parties' fraudulent continuing ordination vows and declarations, which facilitated their manipulation and taking away of TECSC's corporations and property.

### **Count VIII: Conversion**

#### **(Against All Additional Parties)**

150. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

151. TECSC has an interest in the Diocese's real and personal property, including all of its intellectual property.

152. Through unlawful *ultra vires* corporate manipulation, the Additional Parties converted the Diocese's property to their own use for a new religious organization conforming to their own personal religious beliefs.

153. TECSC did not give the Additional Parties permission or authority to take away the property of the Diocese.

**Count IX: Fraudulent Transfer - Statute of Elizabeth - S.C. Code Ann. § 27-3-10, et seq.**

**(Against All Additional Parties)**

154. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

155. The quitclaim deeds executed by the Additional Parties were fraudulent transfers.

**Count X: Judicial Removal of Directors Under S.C. Code Ann. § 33-31-810**

**(Against All Additional Parties)**

156. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

157. TECSC, through its Diocesan Convention, holds 100% of the voting power to elect the Bishop of the Diocese, who is the managing authority of the Diocese's corporate entity and the President of the Trustees, members of the Standing Committee of the Diocese, and members to the Board of Trustees.

158. With respect to the Diocese's corporations, the Additional Parties have engaged in fraudulent and dishonest conduct, and gross abuse of authority and discretion, and they have violated the duties set forth in S.C. Code Ann. §§ 33-31-830 through 33-31-833.

159. The removal of the Additional Parties from control of the Diocese's corporations is in the best interest of the corporations.

**Count XI: Judicial Dissolution Under S.C. Code Ann. §§ 33-31-1430 and 1431**

**(Against All Additional Parties)**

160. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

161. TECSC, through its Diocesan Convention, holds 100% of the voting power to elect the Bishop of the Diocese, who is the managing authority of the Diocese's corporate entity and the President of the Trustees, members of the Standing Committee of the Diocese, and members to the Board of Trustees.

162. The Additional Parties, who are the directors or those in control of the Diocese's corporations have acted, are acting, and will act in a manner that is illegal, oppressive, and fraudulent, and unfairly prejudicial to the Diocese's corporations and to TECSC and its loyal members.

163. The Diocese's corporate assets are being misapplied or wasted in this litigation and other matters.

164. The Diocese's corporations are religious corporations that are no longer able to carry out the explicit purposes for which they were formed in their charters because they are being controlled and manipulated *ultra vires* by the Additional Parties, who have no connection or affiliation or allegiance to The Episcopal Church and the Diocese.

165. The Diocese's corporations have abandoned the explicit purposes for which they were formed in their charters and have failed within a reasonable time to dissolve, to liquidate their affairs, and to distribute their remaining property to TECSC.

166. The Diocese's corporations should be dissolved under S.C. Code Ann. §§ 33-31-1430 and 1431 and their property should be distributed to TECSC.

167. Pursuant to S.C. Code Ann. §§ 33-31-1431, in order to preserve the corporate assets of the Diocese's corporations during the pendency of this action, the Court should take all preliminary action necessary, including issuing injunctions, appointing a receiver or custodian *pendente lite* with all powers and duties the court directs, or any other action.

**Count XII: Ultra Vires Relief Under S.C. Code Ann. § 33-31-304**

**(Against All Additional Parties)**

168. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

169. TECSC, through its Diocesan Convention, holds 100% of the voting power to elect the Bishop of the Diocese, who is the managing authority of the Diocese's corporate entity and the President of the Trustees, members of the Standing Committee of the Diocese, and members to the Board of Trustees.

170. TECSC challenges the Additional Parties' power to act on behalf of the corporation pursuant to S.C. Code Ann. § 33-31-304.

**Count XIII: Piercing The Corporate Veil**

**(Against All Additional Parties)**

171. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

172. The purported corporate acts of the Additional Parties alleged herein are unlawful *ultra vires* acts and the corporate veil should be pierced.

**Count XIV: South Carolina State Law Trademark Infringement**

**Under Common Law And S.C. Code § 39-15-10, *et seq.***

**(Against All Additional Parties)**

173. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

174. TECSC owns the trademark registrations as the continuing ecclesiastical body of the Diocese because the registrations were applied for by the Canon to The Ordinary, which is an ecclesiastical office, and because the registrations explicitly state that the services to which they apply are “Religious services, namely ministerial, evangelical, and missionary services” – *i.e.*, non-corporate services.

175. TECSC, as the continuing ecclesiastical body of the Diocese, holds common law rights to the trademarks that go back as far as the Eighteenth Century.

176. The Additional Parties have used those trademarks without TECSC’s permission.

177. The Additional Parties’ use of the trademarks is misdescriptive, falsely suggestive of a connection and affiliation with The Episcopal Church, and publicly confusing.

178. TECSC has been injured by that confusion, which is negatively affecting TECSC’s membership, donations, clergy, associations with community organization, and its Episcopalian mission.

179. An injunction is appropriate because there is no adequate remedy at law.

**Count XV: Federal Lanham Act Trademark Infringement And False Advertising**

**(Against All Additional Parties)**

180. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

181. The Additional Parties are using the Diocese's trademarks in interstate commerce in a manner that is causing confusion as to their affiliation with The Episcopal Church.

182. The Additional Parties are engaging in commercial advertising and promotion in interstate commerce in a manner that misrepresents their alleged withdrawal and disaffiliation from The Episcopal Church.

183. The Additional Parties have committed such infringement and false advertising in South Carolina, many other states, and around the world, including but not limited to actions related to the Diocese's various institutions, missions, involvement with various national organizations, and on the internet.

184. An injunction is appropriate because there is no adequate remedy at law.

185. TECSC is entitled to all relief available under Section 43(a) of the Lanham Act.

**Count XVI: S.C. Code Ann. § 33-31-180**

**(Against All Parties)**

186. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

187. The Additional Parties have violated § 33-31-180 by purporting to take corporate action pursuant to the Nonprofit Corporation Act that is inconsistent with the religious doctrine governing the affairs of the Diocese's religious corporations.

**Count XVII: Civil Conspiracy**

**(Against All Additional Parties)**

188. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

189. The Additional Parties are a combination of two or more persons.

190. The Additional Parties agreed, planned, and acted together to purposefully injure TECSC by encouraging and causing thousands of people to individually and personally leave The Episcopal Church and the Diocese.

191. The Additional Parties visited numerous parishes in the Diocese and encouraged their clergy and parishioners to join them in leaving The Episcopal Church and the Diocese.

192. The loss of thousands of individual Episcopalians, many of whom have regularly made financial contributions to the Diocese, has resulted in a significant decline in the Diocese's annual incoming funds, and is expected to result in a significant decline in the Diocese's annual incoming funds in the future. TECSC demands special damages as compensation for this injury caused by the Additional Parties' conspiracy.

193. Upon information and belief, the Additional Parties were the leaders of the conspiracy, but others also participated in the conspiracy and may be named as parties after further discovery.

### **Count XVIII: Declaratory Judgment**

#### **(Against All Parties)**

194. TECSC repeats the allegations set forth in all paragraphs above and below as if set forth verbatim herein.

195. TECSC is entitled to a declaratory judgment that the *ultra vires* acts of the Additional Parties are null and void and that TECSC is entitled to control and elect the directors and officers of the Diocese's corporations and that it is entitled to all of the Diocese's property.

### **PRAYER FOR RELIEF**

WHEREFORE, TECSC respectfully requests that the Court enter judgment:

(a) In favor of TECSC on all claims;



- (b) Awarding TECSC preliminary relief necessary to preserve the property of the Diocese's corporations wrongfully being controlled *ultra vires* by the Additional Parties, and to prevent further infringement by the Additional Parties of TECSC's intellectual property rights;
- (c) Removing the Additional Parties from control of the Diocese's corporations and replacing them with members rightfully elected by TECSC, or alternatively, dissolving the Diocese's corporations and distributing their assets to TECSC;
- (d) Awarding TECSC permanent injunctive relief to prevent the Additional Parties further infringement of TECSC's intellectual property rights;
- (e) Awarding TECSC actual, consequential, special, and punitive damages;
- (f) Awarding TECSC attorneys' fees and costs;
- (g) Awarding TECSC a declaratory judgment that the *ultra vires* acts of the Additional Parties are null and void and that TECSC is entitled to control and elect the directors and officers of the Diocese's corporations and that it is entitled to all of the Diocese's property.
- (h) Awarding TECSC such other and further relief as the Court may determine is just, proper, and equitable.

Dated: November 25, 2013

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jason S. Smith", written over a horizontal line.

Thomas S. Tisdale (S.C. Bar #: 005584)  
Jason S. Smith (S.C. Bar #: 80700)  
HELLMAN YATES & TISDALE, PA  
King & Queen Building  
145 King Street, Suite 102  
Charleston, South Carolina 29401  
Telephone: (843) 266-9099  
Facsimile: (843) 266-9188  
tst@hellmanyates.com  
js@hellmanyates.com

*Counsel for Defendants The Episcopal Church  
in South Carolina*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF DORCHESTER )  
 )  
THE PROTESTANT EPISCOPAL )  
CHURCH IN THE DIOCESE OF )  
SOUTH CAROLINA, ET AL., )  
 )  
Plaintiffs, )  
 )  
v. )  
 )  
THE EPISCOPAL CHURCH, ET AL., )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE FIRST JUDICIAL CIRCUIT

Case No.: 2013-CP-18-00013

**CERTIFICATE OF SERVICE**

CERTIFIED COPY  
2013 NOV 25 AM 9:15  
Clerk of Court  
DORCHESTER COUNTY

This is to certify that a copy of the foregoing, The Episcopal Church in South Carolina's ("TECSC") Notice and Motion to Join Additional Parties and Motion for Reconsideration has been served upon the following counsel of record by U.S. first-class mail and electronic mail as shown below this the 25<sup>th</sup> day of November 2013.

SAUNDERS M. BRIDGES, JR., ESQ.  
*ATTORNEY FOR PLAINTIFF ST. JOHN'S EPISCOPAL CHURCH OF FLORENCE, S.C.*  
Aiken Bridges Elliott Tyler & Saleby  
Post Office Drawer 1931  
Florence, S.C. 29503  
(843) 669-8787

WILLIAM A BRYAN, ESQ.  
*ATTORNEY FOR PLAINTIFF CHURCH OF THE RESURRECTION, SURFSIDE*  
Bryan & Haar  
Post Office Box 14860  
Surfside Beach, S.C. 29587  
(843) 238-3461

C. PIERCE CAMPBELL, ESQ.

*ATTORNEY FOR PLAINTIFFS ALL SAINTS PROTESTANT EPISCOPAL CHURCH, INC.; CHURCH OF THE HOLY CROSS; AND ST. BARTHOLOMEWS EPISCOPAL CHURCH*

Turner, Padgett, Graham & Laney

Post Office Box 5478

Florence, S.C. 29501

(843) 662-9008

DAVID SPENCE COX, ESQ.

*ATTORNEY FOR PLAINTIFFS THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA AND THE TRUSTEES OF THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA*

Womble, Carlyle, Sandridge & Rice, LLP

Post Office Box 999

Charleston, S.C. 29402

(843) 722-3400

THOMAS CHRISTIAN DAVIS, ESQ.

*ATTORNEY FOR PLAINTIFF CHRIST ST. PAUL'S EPISCOPAL CHURCH*

Harvey & Battey, PA

1001 Craven Street

Beaufort, S.C. 29901

(843) 524-3109

DAVID L. DEVANE, ESQ.

*ATTORNEY FOR PLAINTIFF THE CHURCH OF ST. LUKE AND ST., PAUL, RADCLIFFBORO*

110 N. Main Street

Summerville, S.C. 29483

(843) 285-7100

BESS JONES DURANT, ESQ.

*ATTORNEY FOR PLAINTIFF CHURCH OF THE HOLY COMFORTER*

Sowell Gray Stepp & Laffitte, LLC

Post Office Box 11449

Columbia, S.C. 29211

(803) 929-1400

HARRY R. EASTERLING, ESQ.

*ATTORNEY FOR PLAINTIFFS ST. DAVID'S CHURCH AND ST. PAUL'S EPISCOPAL CHURCH OF BENNETTSVILLE, INC.*

Post Office Drawer 655

Bennettsville, S.C. 29512-0655

(843) 479-2878

JOHN G. FRAMPTON, ESQ.

*ATTORNEY FOR PLAINTIFF THE VESTRY AND WARDENS OF ST. PAUL'S CHURCH, SUMMERVILLE*

Chellis & Frampton

Post Office Box 430

Summerville, S.C. 29483

(843) 871-7765

W. FOSTER GAILLARD, ESQ.

*ATTORNEY FOR PLAINTIFF THE PROTESTANT EPISCOPAL CHURCH, OF THE PARISH OF SAINT PHILIP, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA*

Womble Carlyle Sandridge & Rice, LLP

Post Office Box 999

Charleston, S.C. 29402

(843) 722-3400

HENRIETTA U. GOLDING, ESQ.

*ATTORNEY FOR PLAINTIFFS THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA; SAINT LUKE'S CHURCH, HILTON HEAD; AND THE TRUSTEES OF THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA*

McNair Law Firm

Post Office Box 336

Myrtle Beach, S.C. 29578

(843) 444-1107

HENRY E. GRIMBALL, ESQ.

*ATTORNEY FOR PLAINTIFF THE PROTESTANT EPISCOPAL CHURCH, THE PARISH OF SAINT MICHAEL, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA*

Womble Carlyle Sandridge & Rice, LLP

Post Office Box 999

Charleston, S.C. 29402

(843) 722-3400

EDWARD P. GUERARD, JR., ESQ.

*ATTORNEY FOR PLAINTIFF VESTRY AND CHURCH-WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF CHRIST CHURCH*

Post Office Box 31924

Charleston, S.C. 29417

(843) 852-4530

ROBERT R. HORGER, ESQ.

*ATTORNEY FOR PLAINTIFF CHURCH OF THE REDEEMER*

Horger, Barnwell & Reid, LLP

P.O. Drawer 329

Orangeburg, S.C. 29116

(803) 531-3000

OANA D. JOHNSON, ESQ.

*ATTORNEY FOR PLAINTIFF ST. ANDREWS CHURCH-MT. PLEASANT AND THE ST. ANDREWS CHURCH-MT. PLEASANT LAND TRUST*

George J. Kefalos, P.A.

46A State Street

Charleston, S.C. 29401

(843) 722-6612

GEORGE J. KEFALOS, ESQ.

*ATTORNEY FOR PLAINTIFF ST. ANDREWS CHURCH-MT. PLEASANT AND THE ST. ANDREWS CHURCH-MT. PLEASANT LAND TRUST*

George J. Kefalos, P.A.

46A State Street

Charleston, S.C. 29401

(843) 722-6612

ALBERT A. LACOUR, III, ESQ.

*ATTORNEY FOR OLD SAINT ANDREWS PARISH CHURCH*

Clawson & Staubes

126 Seven Farms Drive, Suite 200

Charleston, S.C. 29492

JAMES KENT LEHMAN, ESQ.

*ATTORNEY FOR PLAINTIFF TRINITY CHURCH OF MYRTLE BEACH*

Nelson Mullins Riley & Scarborough LLP

Post Office Box 11070

Columbia, S.C. 29211

(803) 799-2000

E. HOPE LUMPKIN, ESQ.

*ATTORNEY FOR PLAINTIFF THE VESTRY AND WARDENS OF ST. PAUL'S CHURCH, SUMMERVILLE*

Shelbourne Law Firm

131 East Richardson Avenue

Summerville, S.C. 29483

(843) 871-2210

SUSAN PARDUE MACDONALD, ESQ.

*ATTORNEY FOR PLAINTIFF TRINITY CHURCH OF MYRTLE BEACH*

Nelson Mullins Riley & Scarborough LLP

Post Office Box 3939

Myrtle Beach, S.C. 29578

(843) 448-3500

FRANCIS MARION MACK, ESQ.

*ATTORNEY FOR PLAINTIFF THE VESTRY AND CHURCH WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF ST. MATTHEW*

Richardson, Plowden & Robinson, P.A.

1900 Barnwell Street

Columbia, S.C. 29201

(803) 576-3717

DAVID B. MARVEL, ESQ.

*ATTORNEY FOR PLAINTIFF THE CHURCH OF ST. LUKE AND ST., PAUL, RADCLIFFBORO*

Prenner Marvel, P.A.

636 King Street

Charleston, S.C. 29403

(843) 722-7250

I. KEITH MCCARTY, ESQ.

*ATTORNEY FOR PLAINTIFF CHRIST ST. PAUL'S EPISCOPAL CHURCH*

McCarty Law Firm, LLC

Post Office Box 30055

Charleston, S.C. 29417

(843) 793-1272

STEVEN SMITH MCKENZIE, ESQ.

*ATTORNEY FOR PLAINTIFFS THE CHURCH OF THE EPIPHANY (EPISCOPAL) AND ST. MATTHIAS EPISCOPAL CHURCH, INC.*

Coffey, Chandler & Kent, P.A.

2 North Brook Street

Manning, S.C. 29102

(803) 435-8847

LAWRENCE B. ORR, ESQ.

*ATTORNEY FOR PLAINTIFFS ST. JOHN'S EPISCOPAL CHURCH OF FLORENCE, S.C. AND SAINT MATTHEWS CHURCH*

Orr Elmore & Ervin, LLC

Post Office Box 2527

Florence, S.C. 29503

(843) 667-6613

HARRY A. OXNER, ESQ.

*ATTORNEY FOR PLAINTIFFS CHRIST THE KING, WACCAMAW AND THE VESTRY AND CHURCH WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF PRINCE GEORGE WINYAH*

Oxner & Stacy

235 Church Street

Georgetown, S.C. 29940

(843) 527-8020

G. MARK PHILLIPS, ESQ.

*ATTORNEY FOR PLAINTIFF THE PROTESTANT EPISCOPAL CHURCH, THE PARISH OF SAINT PHILIP, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA*

Nelson Mullins Riley & Scarborough LLP

Post Office Box 1806

Charleston, S.C. 29402

ANDREW S. PLATTE, ESQ.

*ATTORNEY FOR PLAINTIFFS THE CHURCH OF OUR SAVIOUR OF THE DIOCESE OF SOUTH CAROLINA; CHURCH OF THE CROSS, INC. AND CHURCH OF THE CROSS DECLARATION OF TRUST; THE PROTESTANT EPISCOPAL CHURCH, THE PARISH OF SAINT MICHAEL, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA AND SAINT MICHAEL'S CHURCH DECLARATION OF TRUST; THE PROTESTANT EPISCOPAL CHURCH, THE PARISH OF SAINT PHILIP, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA; THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA; ST. DAVID'S CHURCH; THE VESTRY AND CHURCH WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF ST. HELENA AND THE PARISH CHURCH OF ST. HELENA TRUST; THE VESTRY AND CHURCH WARDENS OF ST. JUDE'S CHURCH OF WALTERBORO; TRINITY EPISCOPAL CHURCH, EDISTO ISLAND; AND VESTRY AND CHURCH WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF ST. JOHN'S CHARLESTON COUNTY*

Speights & Runyan

2015 Boundary Street, Suite 239

Beaufort, S.C. 29902

(803) 943-4444

C. ALAN RUNYAN, ESQ.

*ATTORNEY FOR PLAINTIFFS THE CHURCH OF OUR SAVIOUR OF THE DIOCESE OF SOUTH CAROLINA; THE CHURCH OF ST. LUKE AND ST., PAUL, RADCLIFFBORO; CHURCH OF THE CROSS, INC. AND CHURCH OF THE CROSS DECLARATION OF TRUST; THE PROTESTANT EPISCOPAL CHURCH, THE PARISH OF SAINT MICHAEL, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA AND SAINT MICHAEL'S CHURCH DECLARATION OF TRUST; THE PROTESTANT EPISCOPAL CHURCH, THE PARISH OF SAINT PHILIP, IN CHARLESTON, IN THE STATE OF SOUTH CAROLINA; THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA; ST. DAVID'S CHURCH; TRINITY EPISCOPAL CHURCH, EDISTO ISLAND; THE VESTRY AND CHURCH WARDENS OF ST. JUDE'S CHURCH OF WALTERBORO; THE VESTRY AND CHURCH WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF ST. HELENA AND THE PARISH CHURCH OF ST. HELENA TRUST; AND VESTRY AND CHURCH WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF ST. JOHN'S CHARLESTON COUNTY*

Speights & Runyan

2015 Boundary Street, Suite 239

Beaufort, S.C. 29902

(803) 943-4444

WILLIAM A. SCOTT, ESQ.

*ATTORNEY FOR PLAINTIFFS THE CHURCH OF THE GOOD SHEPHERD, CHARLESTON, S.C. AND HOLY TRINITY EPISCOPAL CHURCH*

Rogers, Townsend & Thomas, PC

775 St. Andrews Boulevard

Charleston, S.C. 29407

(843) 556-5656



PETER BRANDT SHELBOURNE, ESQ.

*ATTORNEY FOR PLAINTIFF THE VESTRY AND WARDENS OF ST. PAUL'S CHURCH, SUMMERVILLE*

Shelbourne Law Firm  
131 East Richardson Avenue  
Summerville, S.C. 29483  
(843) 871-2210

ROBERT S. SHELTON, ESQ.

*ATTORNEY FOR PLAINTIFF ST. PAUL'S EPISCOPAL CHURCH OF CONWAY*

The Bellamy Law Firm  
Post Office Box 357  
Myrtle Beach, S.C. 29578  
(843) 448-2400

ALLAN POE SLOAN, III, ESQ.

*ATTORNEY FOR PLAINTIFF VESTRY AND CHURCH-WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF CHRIST CHURCH*

Pierce, Hens, Sloan & Wilson, LLC  
Post Office Box 22437  
Charleston, S.C. 29413  
(843) 722-7733

THORNWELL F. SOWELL, III, ESQ.

*ATTORNEY FOR PLAINTIFF CHURCH OF THE HOLY COMFORTER*

Sowell Gray Stepp & Laffitte, LLC  
Post Office Box 11449  
Columbia, S.C. 29211  
(803) 929-1400

DANE J. SOWINSKI, ESQ.

*ATTORNEY FOR PLAINTIFF HOLY TRINITY EPISCOPAL CHURCH*

Rogers, Townsend & Thomas, PC  
775 St. Andrews Blvd.  
Charleston, S.C. 29407  
(843) 556-5656

STEPHEN A. SPITZ, ESQ.

*ATTORNEY FOR PLAINTIFF ST. ANDREWS CHURCH-MT. PLEASANT AND THE ST. ANDREWS CHURCH-MT. PLEASANT LAND TRUST*

1134 Clearspring Drive  
Charleston, S.C. 29412

JOHN FURMAN WALL, III, ESQ.

*ATTORNEY FOR PLAINTIFF CHURCH OF THE GOOD SHEPHERD*

140 Wando Reach Court  
Mt. Pleasant, S.C. 29464

CHARLES H. WILLIAMS, ESQ.

*ATTORNEY FOR PLAINTIFFS THE PROTESTANT EPISCOPAL CHURCH IN THE DIOCESE OF SOUTH CAROLINA AND THE TRUSTEES OF THE PROTESTANT EPISCOPAL CHURCH IN SOUTH CAROLINA, A SOUTH CAROLINA CORPORATE BODY*

Williams & Williams

Post Office Box 1084

Orangeburg, S.C. 29116-1084

(803) 534-5218

JOHN B. WILLIAMS, ESQ.

*ATTORNEY FOR PLAINTIFF TRINITY EPISCOPAL CHURCH, PINOPOLIS*

Williams & Hulst, LLC

Post Office Box 1288

Moncks Corner, S.C. 29461

(843) 761-8232

JOSEPH C. WILSON IV, ESQ.

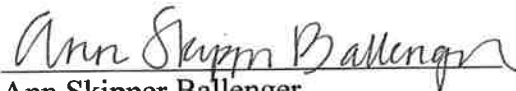
*ATTORNEY FOR PLAINTIFF VESTRY AND CHURCH-WARDENS OF THE EPISCOPAL CHURCH OF THE PARISH OF CHRIST CHURCH*

Pierce, Hens, Sloan & Wilson, LLC

Post Office Box 22437

Charleston, S.C. 29413

(843) 722-7733



Ann Skipper Ballenger

Paralegal to Thomas S. Tisdale, Jr., Esq.,  
and Jason S. Smith, Esq.

HELLMAN YATES & TISDALE, PA

145 King Street, Suite 102

Charleston, South Carolina 29401

Telephone: (843) 266-9099

Facsimile: (843) 266-9188

[asb@hellmanyates.com](mailto:asb@hellmanyates.com)