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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Greenville County
Court of Common Pleas

Robin B. Stilwell, Circuit Court Judge

Case No. 2019-CP-23-00473
Appellate Case No. 2019-001955

Estate of Patricia Royston, by and through
the appointed Personal Representative, Marianne McCoig,
Individually, and on behalf of the statutory beneficiaries, Respondent,

v.

Hunt Valley Holdings, LLC
a/k/a Fundamental Long Term Care Holdings, LLC;
Fundamental Clinical and Operational Services, LLC;
Fundamental Administrative Services, LLC; and
THI of South Carolina at Magnolia Place at Greenville, LLC,
d/b/a Magnolia Place-Greenville, Appellants.

APPELLANTS' PETITION FOR REHEARING

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Attorneys for Appellants

NOW COME the Facility[1] and the Other Appellants[2], by and through their undersigned counsel, pursuant to Rule 221(a), SCACR, following this Honorable Court's Unpublished Opinion No. 2022-UP-203, filed May 18, 2022 (the "Subject Opinion"), which affirmed the circuit court's denial of the Facility's motion to compel Plaintiff's[3] claims against it to arbitration and the Other Appellants' corresponding motions to stay this litigation against them, and hereby timely petition for rehearing of this matter,[4] contending, most respectfully, that the Court misapprehended or overlooked the material points set forth below (in the Argument section of this petition).

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[1] The "Facility" refers to Defendant/Appellant THI of South Carolina at Magnolia Place at Greenville, LLC d/b/a Magnolia Place-Greenville. It is a skilled nursing facility in Greenville County.

[2] The "Other Appellants" refers, collectively, to Defendants/Appellants Hunt Valley Holdings, LLC, a/k/a Fundamental Long Term Care Holdings, LLC ("HVH"); Fundamental Clinical and Operational Services, LLC; and Fundamental Administrative Services, LLC. Collectively, the Facility and the Other Appellants are referred to as the "Appellants" or the "Defendants."

[3] "Plaintiff" refers to Plaintiff/Respondent, Marianne McCoig.

[4] Because the Subject Opinion was filed May 18, 2022, Appellants' original deadline to petition for rehearing was June 2, 2022, pursuant to Rule 221(a) (providing, "Petitions for rehearing must be actually received by the appellate court no later than fifteen (15) days after the filing of the opinion . . . ."). By order filed June 3, 2022, in response to Appellants' motion of June 1, 2022, the Court extended the time for serving and filing the petition for rehearing until June 17, 2022. By order filed June 22, 2022, in response to Appellants' motion of June 17, 2022, the Court extended the time for serving and filing the petition for rehearing until today, July 5, 2022.

BACKGROUND

Plaintiff, individually and as personal representative of the estate of her late mother, Patricia Royston ("Ms. Royston"), filed this wrongful death and survival action on January 31, 2019, in the Court of Common Pleas, Greenville County, asserting claims arising out of alleged deficiencies in the care/treatment Ms. Royston received when she was a resident of the Facility in December 2016. (*See* R. pp. 14–74, 444–45.)

The Facility moved to compel Plaintiff's claims against it to arbitration (the "Motion to Compel Arbitration") pursuant to an Arbitration Agreement it contended Ms. Royston had signed in conjunction with her admission to the Facility. (R. pp. 225–28; *see also id.* at pp. 235–371.)[5] While, admittedly, the Facility was unable to find the Arbitration Agreement among its own records,[6] a copy—bearing what purports to be Ms. Royston's signature, though unsigned by/on behalf of the Facility itself[7]—was found in Ms. Royston's personal effects and produced to the Facility by Plaintiff's counsel. (R. p. 5.)

The Other Appellants filed motions to stay this case as to them until the arbitrability issue the Facility raised (i.e., the issue raised by the Motion to Compel

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[5] Prior to moving to compel arbitration, the Facility had timely answered Plaintiff's complaint. (R. pp. 75–97.) Its answer was expressly made "*subject to and without waiving its rights to compel this matter to arbitration*." (R. p. 75 (emphasis in original).)

[6] (*See* R. pp. 180:7–18, 239.)

[7] (R. p. 228.)

Arbitration) was finally decided and any/all arbitration proceedings were completed (the "Motions to Stay"). (R. pp. 229–34; *see also id.* at pp. 372–98.)[8]

The circuit court heard the motions on August 29, 2019, the Honorable Robin B. Stilwell presiding. (*See* R. pp. 156–91.) It denied the Motion to Compel Arbitration by order filed October 9, 2019, finding the Arbitration Agreement invalid and unenforceable because (A) "[t]he Arbitration Agreement . . . was not signed by the party seeking its enforcement [(i.e., the Facility)]" and (B) "[t]he parties on the Arbitration Agreement are not those parties specifically listed in the lawsuit." (R. pp. 1–8; *see also id.* at p. 443.)[9] The court denied Appellants' timely Rule 59(e), SCRCP, motion[10] by order filed October 23, 2019. (R. pp. 9–10.)

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[8] Prior to moving to stay, the Other Appellants had timely answered Plaintiff's complaint, too. (R. pp. 98–155.)

[9] The court's order effectively disposed of the Motions to Stay, too, though not on the merits. The Motions to Stay sought a stay of this action until the arbitrability issue was finally decided and any/all arbitration proceedings were completed. (*See* R. pp. 229–34, 372–98.) Obviously, the arbitrability issue will not be finally decided until this appeal is decided, but the relationship between the Facility's motion to compel arbitration and the Motions to Stay is such that, insofar as the circuit court was concerned, its denial of the former mooted the latter. (*See* R. pp. 189:12–190:7.) Thus, while the circuit court did not grant the relief the Other Appellants sought, it also did not rule against them on the merits, and the final determination of the arbitrability issue in this appeal will at least determine whether the Motions to Stay are moot, if not determine them on the merits in favor of the Other Appellants, as, of course, they contend should be the case. *See* 9 U.S.C. § 3 ("If any suit or proceeding be brought in any of the courts of the United States upon any issue referable to arbitration under an agreement in writing for such arbitration, the court in which such suit is pending, upon being satisfied that the issue involved in such suit or proceeding is referable to arbitration under such an agreement, *shall* on application of one of the parties stay the trial of the action

This appeal timely followed by notice served November 20, 2019,[11] and in due course, it was fully briefed and made ready for decision.

The case was submitted on the record on appeal and briefs during the April 2022 term without oral argument and decided May 18, 2022, via the Subject Opinion, which affirmed the circuit court. In affirming the circuit court, the Court explained as follows:

> The lack of a signature by a Facility representative and the absence of the Arbitration Agreement from the Facility's files create an inference that Patricia Royston never accepted the Arbitration Agreement. Thus, we hold the record provides evidence that reasonably supports the circuit court's finding that the Arbitration Agreement was not enforceable.

Besides this, the Court recognized (correctly) Plaintiff's concession that "the circuit court's statements concerning the relationships of the Facility with the

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until such arbitration has been had in accordance with the terms of the agreement, providing the applicant for the stay is not in default in proceeding with such arbitration.") (emphasis added); *Stokes v. Metro. Life Ins. Co.*, 351 S.C. 606, 612, 571 S.E.2d 711, 715 (Ct. App. 2002) ("[The] FAA clearly requires a court stay 'any suit or proceeding' pending the arbitration of 'any issue referable to arbitration under an agreement in writing for such arbitration' upon the application of one of the parties."); *see also Episcopal Housing Corp. v. Fed. Ins. Co.*, 269 S.C. 631, 641, 239 S.E.2d 647, 652 (1977) ("The fact that Federal is not a party to an arbitration agreement does not prevent an order staying the judicial proceedings pending arbitration between those who are parties to such an agreement.").

[10] (R. pp. 432–43.)

[11] (R. pp. 446–50.)

[Other] Appellants are not binding on future proceedings"[12] and, finding its resolution of the prior issue (i.e., its finding that there is evidence in the record to support a reasonable inference that Ms. Royston never accepted the Arbitration Agreement) dispositive of the appeal, declined to address any remaining issues.

This petition for rehearing timely follows.

STANDARD OF REVIEW

A circuit court's determination of whether a claim is subject to arbitration is reviewed de novo on appeal. *Gissel v. Hart*, 382 S.C. 235, 240, 676 S.E.2d 320, 323 (2009). "Under de novo review, a circuit court's factual findings will not be reversed on appeal if any evidence reasonably supports those findings." *Wilson v. Willis*, 426 S.C. 326, 334, 827 S.E.2d 167, 172 (2019). Issues of law, however, are reviewed without any particular deference to the lower court. *See, e.g., Duke Energy Corp. v. S.C. Dep't of Revenue*, 415 S.C. 351, 782 S.E.2d 590 (2016). Even where a ruling is on a matter within trial court's discretion, if the ruling is based on a misunderstanding of the law, rather than upon the exercise of discretion, the

[12] Out of an abundance of caution, Appellants argued in their principal brief that the circuit court erred (a) in reciting as fact Plaintiff's contention (which is denied and disputed) that the Facility "is owned and operated by" HVH and (b) in stating that "[a]ll Defendants are related entities of the [Facility] and have a significant relationship in the ownership, operation, and management of the [Facility], and derive significant economic benefit from its revenue." In the Subject Opinion, the Court correctly recognized that any issue in this regard is moot, because, as Plaintiff concedes, the circuit court's language here does not constitute a binding ruling(s).

question presented on appeal is one of law. *See Bain v. Self Mem'l Hosp.*, 281 S.C. 138, 152, 314 S.E.2d 603, 611 (Ct. App. 1984).

ARGUMENT

1. Misapprehending or overlooking a number of material points, the Court has erroneously affirmed the circuit court's denial of the Motion to Compel Arbitration and, in turn, the Motions to Stay.

To withstand appeal, the circuit court's finding that the Arbitration Agreement is not enforceable must not rest on speculation. *Cf. The Huffines Co., LLC v. Lockhart*, 365 S.C. 178, 188, 617 S.E.2d 125, 130 (Ct. App. 2005) ("[V]erdicts may not be permitted to rest upon surmise, conjecture, or speculation."). The Subject Opinion focused on the lack of a signature on the Arbitration Agreement by a Facility representative and the absence of the Arbitration Agreement from the Facility's files, which two pieces of evidence the Court found sufficient to create an inference that Ms. Royston never accepted the Arbitration Agreement and, thus, sufficient to constitute evidence that reasonably supports the circuit court's finding that the Arbitration Agreement is not enforceable. As explained in Appellants' prior briefing and again below, however, neither the lack of a signature on the Arbitration Agreement by a Facility representative nor the absence of the Arbitration Agreement from the Facility's files nor these two facts in combination is in fact sufficient to give rise to a reasonable inference that Ms. Royston never accepted the Arbitration Agreement.

Like the circuit court before it, this Court has erred by bridging the evidentiary gap between premise (that the Arbitration Agreement is not signed by a Facility representative and is absent from the Facility's files) and conclusion (that Ms. Royston never accepted the Arbitration Agreement) with impermissible speculation. And having so erred, the Court further erred in failing to recognize the other respects in which Appellants demonstrated error on the part of the circuit court.

(a) This Court erred in not finding that the circuit court erred in finding that "[t]he Arbitration Agreement is not a valid and enforceable agreement because it was not signed by the party seeking its enforcement."[13]

(i) This Court erred in not recognizing the circuit court's incorrect conclusion that "[t]here is no evidence the Arbitration Agreement was signed by [Ms.] Royston during the admission process and provided to [the Facility]."[14]

As the circuit court itself states in its order denying the Motion to Compel Arbitration, the Arbitration Agreement "*was found in [Ms. Royston's] personal effects* and produced by the Plaintiff." (R. p. 5 (emphasis added).) Given that it was found in Ms. Royston's personal effects, that it clearly bears what purports to be Ms. Royston's signature,[15] written in what cannot reasonably be denied to be the same hand as that which signed the Admission Agreement (the validity of

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13 (R. p. 4.)
14 (R. p. 2.)
15 (*See* R. p. 228.)

which Plaintiff does *not* dispute[16]) in Ms. Royston's name,[17] and that Plaintiff (Ms. Royston's daughter) herself has not actually denied that Ms. Royston signed the document,[18] the only reasonable conclusion capable of being drawn is that the signature on the Arbitration Agreement purporting to be Ms. Royston's is in fact Ms. Royston's.

As for whether Ms. Royston provided her signed Arbitration Agreement to the Facility, here again, the only reasonable conclusion is that she did. As Plaintiff herself made clear via her (unsuccessful) attempt to oppose the Motion to Compel Arbitration on the basis of unconscionability (which argument the circuit court did not find persuasive[19]), and as the circuit court implicitly recognized, Ms. Royston did not create the Arbitration Agreement herself; rather, it was presented to her by the Facility at the time of her admission. (*See* R. p. 422 ("As is true in the present

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[16] (*See* R. pp. 400 ("[Ms. Royston] was admitted as a short-term resident into [the Facility] . . . according to the Admission contract. The Admission Agreement governed the type of care [Ms. Royston] would receive at the Facility and [her] financial obligation to pay for those services.") (internal citation omitted); R. p. 174:9–11 ([Plaintiff's counsel:] "[The Admission Agreement] was also not signed by the facility. But we're not challenging the enforceability [of the Admission Agreement] . . . .").)

[17] (*Compare* R. p. 228 *with* pp. 270–81.)

[18] Plaintiff has done no more than refrain from admitting that the Arbitration Agreement bears her mother's signature. (*See* R. p. 401 (stating that Plaintiff "need[s] the original [Arbitration Agreement] to verify the authenticity and genuineness of the alleged signature of [Ms. Royston].").) In other words, Plaintiff does not actually deny that the Arbitration Agreement bears her mother's signature.

[19] (*See* R. p. 443.)

action, facilities often present the [proposed arbitration] contract *after* the person decides to apply for admission . . . .") (emphasis in original); *id.* at p. 7 (regarding construing the Arbitration Agreement against the Facility as the drafting party).) In other words, it would not have been possible for the Arbitration Agreement to be found in Ms. Royston's personal effects *unless* she had first received it from the Facility, and the time when she had to have received it from the Facility was the time of her admission.

The fact that the Facility has been unable to locate the Arbitration Agreement since the filing of this lawsuit in 2019 does not prove that Ms. Royston did not provide it to the Facility when she was admitted in 2016. Indeed, to conclude that Ms. Royston did not provide her signed Arbitration Agreement to the Facility requires adherence to the patently improbable, and wholly speculative,[20] belief that Ms. Royston, being presented with the Arbitration Agreement by the Facility at the time of her admission, signed the agreement, presumably having "read, understood, and assented to its terms,"[21] then switched gears and decided not to provide her signed agreement to the Facility, but nonetheless decided to keep the signed agreement among her personal effects. Moreover, this must be

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[20] *Cf. Huffines*, 365 S.C. at 188, 617 S.E.2d at 130 ("[V]erdicts may not be permitted to rest upon surmise, conjecture, or speculation.").

[21] *Gibson v. Epting*, 426 S.C. 346, 352, 827 S.E.2d 178, 181 (Ct. App. 2019) ("[O]ne who has signed a contract is presumed to have read, understood, and assented to its terms."). To be clear, there is no question of Ms. Royston's contractual capacity here.

believed in the face of the fact that what was found in Ms. Royston's personal effects was only a *copy* of the Arbitration Agreement, not the *original* document she actually signed. (*See* R. p. 401 (stating that Plaintiff "need[s] the original [Arbitration Agreement] to verify the authenticity and genuineness of the alleged signature of [Ms. Royston]," thus confirming that the original was not found in Ms. Royston's personal effects); *see also id.* at p. 173:7–8 ([Plaintiff's counsel:] "We can't authenticate this signature [purporting to be Ms. Royston's on the Arbitration Agreement] because nobody has the original.").) Respectfully, this belief, in which this Court has now joined the circuit court in holding and on which the Subject Opinion, like the circuit court's decision before it, rests, is a logical bridge too far. The only reasonable conclusion capable of being drawn from the evidence is that, although the Facility has been unable to locate it in its files, Ms. Royston provided the *original* Arbitration Agreement bearing her signature to the Facility at the of her admission and was provided a *copy* for her own records, which she kept.

(ii) This Court erred in not recognizing the circuit court's incorrect conclusion that there was a lack of mutual assent because the Facility did not sign the Arbitration Agreement.

The Facility made an offer to Ms. Royston when it presented the Arbitration Agreement to her for her consideration. Ms. Royston did not propose any changes to the Arbitration Agreement, i.e., she did not make a counteroffer, but rather

accepted the offer according to its *exact terms*, signing the Arbitration Agreement as is. (R. p. 228.)

In her memorandum in opposition to the Facility's motion to compel arbitration, Plaintiff cited *Pennsylvania* law in support of her argument that the Facility's signature is required to have a valid, enforceable contract; however, this is not the rule under *South Carolina* law. South Carolina has long recognized that the mutual assent required to form a binding contract can exist even absent the signature of one of the contracting parties. *Jaffe v. Gibbons*, 290 S.C. 468, 473, 351 S.E.2d 343, 346 (Ct. App. 1986); *see also Bulwinkle v. Cramer*, 27 S.C. 376 (1887); *Bishop Realty & Rentals v. Perk, Inc.*, 292 S.C. 182, 355 S.E.2d 298 (Ct. App. 1987); *Laidlaw Envt'l Servs., (TOC), Inc. v. Honeywell, Inc.*, 966 F. Supp. 1401, 2409 (D.S.C. 1996). "It has long been a paradigm of South Carolina law that when a contract signed by one party only is accepted by the other party, it becomes binding upon both just as if it were signed by both." *Jaffe*, 290 S.C. at 473, 351 S.E.2d at 346; *see id.* ("A contract does not always require the signature of both parties; it may be sufficient, if signed by one and accepted and acted on by the other."); *see also Bulwinkle*, 27 S.C. 376.

Certainly, the Facility assented to the terms of the Arbitration Agreement, as evidenced by its drafting and presenting the same to Ms. Royston (with the Facility's and her name written in the appropriate blanks) for her consideration,

whereupon Ms. Royston manifested her agreement by signing the Arbitration Agreement as presented to her. Without question, there was a "meeting of the minds," with each party manifesting assent and intent to form this particular contract. Again, Ms. Royston signed the Arbitration Agreement and thus is "presumed to have read, understood, and assented to its terms." *Gibson*, 426 S.C. at 352, 827 S.E.2d at 181. And, respectfully, to conclude that assent to the Arbitration Agreement is in any way lacking on the part of the Facility, the party who drafted and presented the Arbitration Agreement to Ms. Royston—and who expressly filed its answer "*subject to and without waiving its rights to compel this matter to arbitration*,"[22] even before Plaintiff's counsel produced the Arbitration Agreement, and promptly moved to compel arbitration thereunder once they did—is absurd.

(b) This Court erred in not finding that the circuit court erred in finding that the Arbitration Agreement is not a valid and enforceable agreement because "[t]he parties on the Arbitration Agreement are not those parties specifically listed in this lawsuit."

Most respectfully, this part of the circuit court's order (or at least the majority of it) does not make sense. All but the final paragraph is devoted to addressing (though not in fact refuting) an argument that was not actually raised, specifically, the argument that the Arbitration Agreement is enforceable not just by the Facility, but by the Other Appellants, too. According to the circuit court,

[22] (R. p. 75 (emphasis in original).)

"these same Defendants" made this argument some years ago in another case. (R. p. 6.) The court goes on to suggest that all Appellants might be able to compel Plaintiff to arbitration and, in turn, Plaintiff might be able to enforce any award she obtains in arbitration against all Appellants. (R. pp. 6–7.)

First off, if anything, this part of the court's order would seem to support the *grant* of the Facility's motion to compel arbitration, not the denial of it—all it really seems to be saying is that arbitration should not just be between Plaintiff and the Facility but between Plaintiff and all Appellants. In any event, however, this part of the court's order is wholly misplaced and provides no reason to deny the motion to compel arbitration because, again, it is wholly dedicated to addressing a non-existent argument. Only the *Facility*, not all Appellants, moved to compel arbitration here. (*See* R. pp. 225–234.)

The only other analysis in this part of the court's order reads as follows:

> It is also worth noting that at the beginning of the Arbitration Agreement in question where the parties are identified the Facility has listed itself as "Magnolia Place *of* Greenville." (Emphasis added). In actuality the Facility's correct title would be Magnolia Place – Greenville which is the name THI of South Carolina at Magnolia Place at Greenville, LLC is doing business as. It is up to the drafter of the Arbitration Agreement to be able to sufficiently and correctly identify themselves as a party of the Arbitration Agreement. Failure to do so must be construed against the drafting the party.

(R. p. 7 (emphasis in original).)

As an initial matter, it is not even clear whether the court is actually citing this as providing a basis to deny the Facility's motion to compel arbitration or merely something "worth[y] of not[e]," but not itself dispositive; however, assuming the court intended this point to suffice as a basis to deny the Facility's motion to compel arbitration, most respectfully, it was mistaken.

As an arbitration agreement covered by the Federal Arbitration Act, 9 U.S.C. §§ 1–16 (the "FAA"),[23] the subject Arbitration Agreement "must [be] place[d] . . . on equal footing with other contracts . . . and enforce[d] . . . according to [its] terms[.]" *AT&T Mobility, L.L.C. v. Concepcion*, 563 U.S. 333, 339 (2011). The purpose of the rules of contract construction is to ascertain the intention of the parties as gathered from the contents of the entire document and not from any particular provision within the contract. *Litchfield Co. of S.C., Inc. v. Kiriakides*, 290 S.C. 220, 223, 349 S.E.2d 344, 346 (Ct. App. 1986). Where one interpretation of a contract makes it unusual or extraordinary and another interpretation, equally consistent with the language employed, would make it reasonable, fair, and just, the latter construction prevails. *Farr v. Duke Power Co.*, 265 S.C. 356, 362, 218 S.E.2d 431, 434 (1975). "An interpretation which establishes the more reasonable

[23] *See Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 381, 759 S.E.2d 727, 732–33 (2014) (finding the FAA applied to arbitration agreement signed in conjunction with admission to skilled nursing facility because "the terms of the residency agreement implicate interstate commerce and, thus, the FAA").

and probable agreement of the parties should be adopted while an interpretation leading to an absurd result should be avoided." *Koon v. Fares*, 379 S.C. 150, 155, 666 S.E.2d 230, 233 (2008). For a contract to be ambiguous, "the terms of the contract [must be] *reasonably* susceptible of more than one interpretation." *See S.C. Dep't of Natural Res. v. Town of McClellanville*, 345 S.C. 617, 623, 550 S.E.2d 299, 302 (2001) (emphasis added); *see also Rodarte v. Univ. of S.C.*, 419 S.C. 592, 604, 799 S.E.2d 912, 918 (2017) ("[A]n unambiguous contract is by definition capable of only one *reasonable* interpretation.") (citation omitted) (emphasis added).

The discrepancy at issue here ("Magnolia Place of Greenville" versus "Magnolia Place – Greenville") does render the Arbitration Agreement *reasonably* susceptible of more than one interpretation. Indeed, given the exceedingly small variance in the names and the seeming lack of any reasonable cause for confusion between them, even to argue that the Arbitration Agreement is susceptible of more than one interpretation would seem at odds with the covenant of good faith and fair dealing. *See Adams v. G.J. Creel & Sons, Inc.*, 320 S.C. 274, 277, 465 S.E.2d 84, 86 (1995) (regarding the implied covenant of good faith and fair dealing binding on all contracting parties). In any event, though, "[a] contract is good between the parties, no matter how incorrect the names used in the paper may be, if it appears they were intended as the names of the parties to be bound by the contract or to

receive its benefits." *Cobb & Seal Shoe Store v. Aetna Ins. Co.*, 78 S.C. 388, 58 S.E. 1099 (1907). Without question, the names of the parties to be bound to the contract at issue, i.e., the Arbitration Agreement, were sufficiently stated here, and refusal to enforce the Arbitration Agreement cannot properly be based on the discrepancy at issue.

CONCLUSION

For the foregoing reasons, along with any other or further reason(s) set forth in their appellate briefs already on file, the entirety of which they hereby adopt and incorporate herein by reference and reiterate/reassert in support hereof, Appellants asks this Honorable Court to grant the instant petition, to rehear this matter, to withdraw the Subject Opinion, and to decide this appeal anew via an opinion that reverses the circuit court and stays this lawsuit in favor of arbitration between Plaintiff and the Facility (with the lawsuit stayed as to the Other Appellants pending the outcome of such arbitration) or, alternatively, to remand this case to the circuit court with instructions for it to do so.

<SIGNED ON THE FOLLOWING PAGE>

Respectfully submitted,

CLEMENT RIVERS, LLP

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July 5, 2022

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Robin B. Stilwell, Circuit Court Judge

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Appellate Case No. 2019-001955

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the appointed Personal Representative, Marianne McCoig,
Individually, and on behalf of the statutory beneficiaries, Respondent,

v.

Hunt Valley Holdings, LLC
a/k/a Fundamental Long Term Care Holdings, LLC;
Fundamental Clinical and Operational Services, LLC;
Fundamental Administrative Services, LLC; and
THI of South Carolina at Magnolia Place at Greenville, LLC,
d/b/a Magnolia Place-Greenville, Appellants.

PROOF OF SERVICE

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Attorneys for Appellants

I, Russell G. Hines, of Clement Rivers, LLP, attorneys for Appellants, hereby certify that **APPELLANTS' PETITION FOR REHEARING** was served on Respondent on July 5, 2022, by emailing (see attached) a copy of the same to Respondent's counsel of record:

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Respectfully submitted,

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July 5, 2022

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Date:	Tuesday, July 5, 2022 9:20:23 PM
Attachments:	image002.png Royston v. Hunt Valley (2019-001955) -- Petition for Rehearing.pdf

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Attached in the above-referenced matter please find **Appellants' Petition for Rehearing**.

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