RECEIVED
Jul 06 2022
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
J. Cordell Maddox, Jr., Circuit Court Judge

Civil Action No. 2021-CP-26-05002
Appellate Case No. 2022-000596

Horry County, a Political Subdivision of the State of South Carolina, ...Plaintiff/Appellant,

v.

Helicopter Solutions, Inc., d/b/a Helicopter Adventures,
Freddie Rick, and Burroughs & Chapin Company, Inc..... Defendants/Appellees.

APPELLANT'S INITIAL BRIEF

Michael W. Battle (SC BAR # 584)
BATTLE LAW FIRM, LLC
1200 Main Street
Conway, SC 29526
(843) 248-4321
mbattle@battlelawsc.com

Scott D. Bergthold, admitted *pro hac vice*
LAW OFFICE OF SCOTT D.
BERGTHOLD, P.L.L.C.
2290 Ogletree Avenue, Suite 106
Chattanooga, TN 37421
(423) 899-3025
sbergthold@sdblawfirm.com

Attorneys for Appellant Horry County

Table of Contents

Table of Authorities

Cases

Statutes and Rules

Statement of Issue on Appeal

On a motion to dismiss, a trial court must accept plaintiff's fact assertions and disregard defendants' contrary assertions. Plaintiff Horry County asserted that defendant Freddie Rick ("Rick") told the County that his company, Helicopter Adventures ("HA"), would continue operating at its present location indefinitely, contrary to the County's Zoning Ordinance. Did the court err in dismissing the County's declaratory judgment action as non-justiciable when it ignored the County's fact assertions and credited defendants' contrary assertions?

Statement of the Case

Horry County filed a two-count Complaint against Rick, HA (Helicopter Solutions, Inc. d/b/a Helicopter Adventures), and HA's landlord, Burroughs & Chapin Company, Inc. ("B&C").

In its first count, the County sought a declaration that: (1) operation of a heliport at 1860 21st Ave North (HA's current location) must cease on or before January 1, 2024; (2) continued operation there after January 1, 2024 is a public nuisance; and (3) defendants are not owed any compensation or damages. (Compl. ¶ 54.)

In its second count, the County sought a permanent injunction prohibiting defendants from operating a heliport anywhere other than a Public Use Airport after January 1, 2024. (*Id.*)

B&C answered the Complaint in August 2021. (Answer of Burroughs & Chapin.) HA and Rick filed their answer in October 2021. (Answer of Helicopter Solutions, Inc. and Freddie Rick.) They contemporaneously moved to dismiss. (Motion to Dismiss ("MTD").)

The County responded to the motion to dismiss on January 24, 2022. (County's Resp. to MTD.) The court held a hearing on the motion the next day, on January 25. (Transcript ("Tr.").)

On April 22, 2022, the court granted HA's motion to dismiss. The County timely filed its notice of appeal on May 3.

Statement of the Facts

A. Horry County adopts Ordinance 15-16 to address excessive helicopter noise.

Since 2012, HA has owned and operated a helicopter sight-seeing tour business located at 1860 21st Ave North in Horry County ("the Property"), consisting of a heliport and a fleet of helicopters. (Compl. ¶ 11.) HA leases land from B&C. (Compl. ¶ 12.)

Soon after HA started operating helicopter flights, residents began complaining about the disruption caused by the frequent fly-overs, take-offs, and landings at HA's business. (*Id.* ¶ 17.) Residents expressed frustration at the short-duration flights interrupting their daily lives, drowning out normal conversations, and impeding sleep patterns. (*Id.* ¶ 18.)

After receiving complaints about HA's operation for more than three years, the Horry County Council adopted Ordinance 15-16 (the "Ordinance") in April 2016. (*Id.* ¶ 19.) The Ordinance amended § 539 of the Horry County Zoning Ordinance to specify that heliports and helipads will be permitted only at Public Use Airports. The Ordinance defines heliport/helipad as

> an area of land, water, or structure, either at ground level or elevated on a structure, that is used for the landing and take-off of one or more helicopters, which may or may not contain all or part of such auxiliary facilities as parking, waiting rooms, administrative offices, hangars, fueling, passenger loading, cargo loading, and maintenance areas.

(Compl. Ex. B at 3, Horry County Zoning Ordinance § 436.5; Compl. ¶ 22.)

And the Ordinance defines Airport (including Public Use Airport) as

> an area of land or water which is used or intended for use for the landing and takeoff of aircraft, and any appurtenant areas which are used, or intended for use, for airport building or other airport facilities or right-of-way, together with all airport buildings and facilities located thereon. This includes any airport, heliport, helistop, vertiport, gliderport, seaplane base, ultralight flightpark, manned balloon launching facility, or other aircraft landing or takeoff area.
>
> A) Public Use Airport – as defined by Section 503(17) of the Airport and Airway Improvement Act of 1982 means:
>
> a. Any public airport;

b. Any privately owned reliever airport; and

c. Any privately owned airport which is determined by the Secretary of the FAA to enplane annually 2,500 or more passengers and receive scheduled passenger service of aircraft.

B) Private Use Airport –means:

a. All other airports not defined as Public Use Airport

(*Id.* at 2, Horry County Zoning Ordinance § 403; Compl. ¶ 23.)

Under the Ordinance, "[e]xisting heliports/helipads that were legally operating before the enactment of Section 539 in a place other than at a Public Use Airport shall discontinue, or be located in conformity with this ordinance, not later than January 1, 2024." (*Id.*, Horry County Zoning Ordinance § 500.7; Compl. ¶ 24.)

B. Rick tells the County that he will continue operating HA at its nonconforming location indefinitely, triggering the County's suit for a declaratory judgment.

After the Ordinance passed in 2016, HA renewed its lease with B&C for another five-year term and has continued operating at the Property's nonconforming location. (Compl. ¶¶ 28-29.) HA, through Rick, has also engaged in a series of communications with the County about potential relocation sites. On May 24, 2021, Rick told the County that he would keep operating HA at the Property indefinitely—regardless of the December 31, 2023 deadline to cease operations there—unless the County provided him with a location at MYR. (Compl. ¶ 31.)

In light of Rick's defiance, the County sued in 2021 to obtain a declaration of its rights and obligations relative to the Ordinance—*before* the amortization period ends. The County asserted that B&C intends to enter a new lease with HA. (Compl. ¶ 32.) Even without a lease, HA could follow through on Rick's May 24, 2021 statement by continuing its use after the amortization period ends. So the County sought a declaration that HA must cease operations by January 1, 2024, and that the County does not owe defendants any compensation. (Compl. ¶¶ 36, 49.)

C. After HA moves to dismiss, the parties engage in unsuccessful settlement negotiations.

Following the filing of defendants' answers, and of HA's motion to dismiss, the County and HA discussed terms of a voluntary dismissal. The County sent HA a draft consent order stating that it would not operate at the Property past December 31, 2023. (Tr. 19:15-18.)

HA demurred, and instead proposed that the order state that "so long as Ordinance 15-16 is legally enforceable, the HA defendants agree to cease their helicopter operations on the Property no later than 12:01 a.m., January 1, 2024, unless the lease is extended beyond that date." (Tr. 19:19-25.) In other words, rather than state on the record that it would not operate at the Property past the amortization deadline, HA conditioned its agreement on the legal enforceability—the validity—of the Ordinance, confirming the need for a declaration on that issue. Not surprisingly, the parties could not reach an agreement on an order resolving the case.

D. The trial court grants the motion to dismiss by ignoring the County's fact assertions and crediting the defendants' contrary fact assertions.

The court held a hearing on HA's motion to dismiss on January 25, 2022. HA argued that the Complaint should be dismissed because Rick does *not* intend (as alleged in Compl. ¶ 31) to operate HA at its current location beyond the amortization period, and because B&C does *not* intend (as alleged in Compl. ¶ 32) to renew HA's lease or enter a new lease. (Tr. 9:18-10:8.) HA relied on its own fact assertions that contradicted the County's fact assertions, citing defendants' respective answers denying Paragraphs 31 and 32. (Tr. 10:16-11:12, 11:18-12:1.)

The County explained that it sued because Freddie Rick told the County during negotiations that he would keep operating HA at the Property indefinitely, in defiance of the Ordinance, unless the County provided him with an alternative location at MYR. (Tr. 14:25-15:8.) The County emphasized that under Rule 12(b), the court must decide a motion to dismiss based solely on the Complaint's allegations and any inferences deducible from them. (Tr. 15:9-18.)

The County also explained that the purpose of the Declaratory Judgments Act is to provide a declaration of the parties' rights *before* there is a breach. (Tr. 16:23-17:2.) The County argued that taking its allegations as true, as it must, the trial court should deny the motion to dismiss. (Tr. 17:6-8.)

Nevertheless, the trial court dismissed the Complaint, finding that "the claims are not justiciable at this time, as the issues are not active or imminent." (Order at 1.) The court found as follows:

> In the instant matter, it is undisputed that Defendants' leasehold interest in the property at issue ends during the summer of 2023, and Horry County Ordinance 15-16 is not legally operative until January 1, 2024. As such, any alleged violation by Defendants of Ordinance 15-16 is contingent, hypothetical, and abstract. There are no facts on the record indicating that Defendants' violation of Ordinance 15-16 is imminent, and because the Ordinance is not yet legally binding, Plaintiff has suffered no invasion of a legally protected interest sufficient to constitute an injury in fact. Plaintiff, therefore, lacks standing to bring the claims plead in their Compliant [sic].

(Order at 2.)

The County timely filed this appeal from the trial court's order dismissing its Complaint.

Standard of Review

On review of a Rule 12(b)(6) dismissal, the appellate court "applies the same standard of review as the trial court." *Doe v. Marion*, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007).

All properly pleaded factual allegations are treated as admitted for considering a motion to dismiss under Rule 12. *Russell v.* Columbia, 305 S.C. 86, 89, 406 S.E.2d 338, 339 (1991). The trial court's decision must be "based solely upon the allegations set forth on the face of the complaint." *Brown v. Leverette*, 291 S.C. 364, 366, 353 S.E.2d 697, 698 (1987). The motion "cannot be sustained if facts alleged in the complaint"—including the "inferences reasonably deducible therefrom"—would "entitle plaintiff to any relief on any theory of the case." *Id.*

Summary of Argument

The trial court erred when it granted a defendant's motion to dismiss based on a defendant's factual assertions, while ignoring the plaintiff's contrary factual assertions that state a claim.

Defendant Rick operates Helicopter Solutions, Inc. d/b/a Helicopter Adventures (HA), a helicopter sight-seeing business in a busy area of Horry County. Rick's helicopters routinely fly over residential areas, resulting in many noise complaints.

In April 2016, Horry County adopted Ordinance 15-16, which restricts the location of heliports and helipads (like HA) to Public Use Airports. It requires heliports and helipads in nonconforming locations to discontinue or relocate to a Public Use Airport by January 1, 2024.

Thus, the Ordinance has an amortization period of seven years, eight months.

Rick wants his business to stay put, and barring that, to be operated at Myrtle Beach International Airport (MYR), which is within the jurisdiction of the City of Myrtle Beach.

Since 2019, the County has been working to help Rick relocate his business—though it has no legal obligation to do so. But in May 2021, during a conference call with County staff and airport management, Rick stated that he would keep operating his business at its nonconforming location indefinitely—i.e., in violation of the Ordinance—unless and until the County provided him with a location at MYR.

In response, the County sued for declaratory and injunctive relief to settle its legal rights before the amortization period runs at the end of 2023. *See Cap. Outdoor Adv., Inc. v. City of Raleigh*, 446 S.E.2d 289, 298 (N.C. 1994) (encouraging litigants to move toward "an early determination of the legal issues presented" when a zoning law has an amortization period).

HA moved to dismiss, stating that it had "not yet agreed" with its landlord, Defendant Burroughs & Chapin, Inc. ("B&C"), to renew its lease to continue past the amortization deadline. (Motion to Dismiss ("MTD") at 2.) Based on this allegation and others in defendants' answers,

the court dismissed the Complaint, finding "[t]here are no facts on the record indicating that Defendants' violation of Ordinance 15-16 is imminent, and because the Ordinance is not yet legally binding, Plaintiff has suffered no invasion of a legally protected interest sufficient to constitute an injury in fact." (Order at 2.)

In so finding, the trial court necessarily rejected the County's allegation that Rick told the County that he would continue operating HA at its current location indefinitely, and unlawfully, unless the County provides him a site at MYR. The decision below forces the County to wait until a breach of existing rights occurs at the end of the amortization period.

The trial court erred. "The basic purpose of the [Declaratory Judgments Act] is to provide for declaratory judgments without awaiting a breach of existing rights." *Sunset Cay, LLC v. City of Folly Beach*, 357 S.C. 414, 423, 593 S.E.2d 462, 466 (2004). The County's injury is imminent and actual because Rick told the County that HA would keep operating at its nonconforming location. Accepting the County's allegation as true, as the rules require, shows that the County's declaratory judgment action is ripe for resolution. The County, as the party injured by the promised violation of its Ordinance, has standing to seek declaratory relief concerning the parties' rights and obligations under the Ordinance.

Argument

I. In dismissing the case, the trial court violated the cardinal rule that plaintiff's fact allegations are deemed admitted, and defendant's contrary allegations are ignored.

The lower court turned the rule on its head. It ignored the County's (plaintiff's) fact assertions and credited HA and Rick's (defendants') contrary assertions. This Court should reverse.

"Justiciability encompasses… ripeness... and standing." *James v. Anne's Inc.*, 390 S.C. 188, 193, 701 S.E.2d 730, 732 (2010). Standing requires that a plaintiff have a "stake in the subject

matter of the lawsuit." *Sea Pines Ass'n for Prot. of Wildlife, Inc. v. S.C. Dep't of Nat. Res.*, 345 S.C. 594, 600, 550 S.E.2d 287, 291 (2001). Ripeness involves avoiding resolution of purely hypothetical controversies. *Colleton Cty. Taxpayers Ass'n v. Sch. Dist. of Colleton Cty.*, 371 S.C. 224, 242, 638 S.E.2d 685, 694 (2006).

The Declaratory Judgments Act provides that "[c]ourts of record within their respective jurisdictions shall have power to declare rights, status, and other legal relations whether or not further relief is or could be claimed." S.C. Code Ann. § 15–53–20 (1976).

The Act specifically provides for the declaration of rights under a local government's ordinance: "Any person ... whose rights, status, or other legal relations are affected by a statute [or] municipal ordinance ... may have determined any question of construction or validity arising under the ... statute [or] ordinance ... and obtain a declaration of rights, status or other legal relations thereunder." S.C. Code Ann. § 15–53–30 (1976); *see also* Rule 57, SCRCP.

The Act is a "proper vehicle in which to bring a controversy before the court when there is an existing controversy *or at least the ripening seeds of a controversy*." *Sunset Cay, LLC v. City of Folly Beach*, 357 S.C. 414, 423, 593 S.E.2d 462, 466 (2004) (emphasis added) (quoting *Waller v. Waller*, 220 S.C. 212, 223, 66 S.E.2d 876, 882 (1951)).

> It is quite true that a declaratory judgment should not deal with moot, abstract matters, or constitute a merely advisory opinion, and to this end there should be an existing controversy, or at least the 'ripening seeds of a controversy,' as stated in 16 *Am. Jur.* 284, but the basic purpose of the act is to provide for declaratory judgments *without awaiting a breach of existing rights*. The presence of an actual controversy in the case at bar is sufficiently shown by the pleadings on behalf of the appellant and the brief of his counsel.

Waller v. Waller, 220 S.C. 212, 223, 66 S.E.2d 876, 882 (1951) (emphasis added).

Here, the trial court erred both legally and factually. Under the Declaratory Judgments Act, the controversy between the County and HA is ripe for resolution, as the Act specifically provides for the declaration of rights under an ordinance such as Horry County Ordinance 15-16.

Defendant Rick expressly told the County that he intends to remain at his present location unless Horry County provides him with an alternative site at MYR (Compl. ¶ 31)—a duty that the County has no duty to perform and, indeed, has no power to perform. The County alleged Rick's recalcitrance to obey the Ordinance in its Complaint at page 2 (top paragraph) and page 8 (¶ 31 ("On or about May 24, 2021, Defendant Rick informed the County that HA intends to continue operating at its current location unless and until the County provides him with a location at MYR, which is located in the City of Myrtle Beach.").)

At the motion to dismiss stage, the court should have limited its consideration to the County's factual allegations—not the denials of any answer or an argument in a defendant's brief. *Brown*, 291 S.C. at 366, 353 S.E.2d at 698. The County's factual allegation that Rick intends to defy the Ordinance by continuing to operate at the Property indefinitely is "deemed admitted for the purposes of considering a motion" under Rule 12(b), no matter if that motion is to dismiss or for judgment on the pleadings. *Russell*, 305 S.C. at 89, 406 S.E.2d at 339.[1] Thus, the court erred in relying on factual allegations in HA's and B&C's answers and arguments.

Second, the court incorrectly stated that Ordinance 15-16 is not legally operative. The Ordinance became legally operative six years ago when it was adopted. (Compl. Ex. B.) It immediately impacted the rights and obligations of the parties in that HA's use of land instantly became nonconforming, with all the restrictions that apply to such uses. *See Cap. Outdoor Adv., Inc.*, 446 S.E.2d at 297 (holding that sign company's cause of action began to run when zoning

[1]The same rule (that the allegation is deemed admitted) also applies to the County's allegation that Burroughs & Chapin "intends to allow HA to renew its Lease or enter into a new lease allowing operation of a heliport at the Property, after the Extended Term of the current Lease ends." (Compl. ¶ 32.) But what matters most is that Rick's intent to operate HA at the Property indefinitely, in violation of the Ordinance, creates a justiciable controversy *now*. A private party can violate a zoning ordinance regardless of whether it has a lease with another private party.

ordinance became effective, not at the end of the amortization period, because the zoning ordinance immediately caused injury by making company's signs nonconforming). The time given for nonconforming uses to terminate at their present locations (the amortization period) has been decreasing for several years and continues to do so day by day until it ends next year.

The County and the defendants have a strong interest in obtaining a judicial declaration now (i.e., before the amortization period ends) declaring that Rick and his company must comply with the Ordinance. S.C. Code Ann. § 15–53–30 (providing that a court may issue a declaration of rights and legal relations pertaining to "any question of construction or validity arising under ... [an] ordinance ….").

HA is a multi-million dollar business that operates several helicopters at its present location. Under the Declaratory Judgments Act, the County is entitled to a declaration of its rights and obligations now, before either: (a) HA continues operations in violation of its Zoning Ordinance, thereby perpetuating "excessive noise, wind, and disruptions for nearby residents," (Compl. ¶ 39), or (b) HA ceases operations, then sues for significant damages on the theory that the County's Zoning Ordinance requiring termination of HA's business at the Property is invalid.

The County Council passed the Ordinance in 2016 and provided an amortization period of more than seven years for Rick and HA to recoup their investment at their present location. This period is more than triple the amortization periods that have been upheld by the South Carolina Supreme Court. *See, e.g.*, *Centaur, Inc. v. Richland Cnty.*, 301 S.C. 374, 392, S.E.2d 165 (1990) (upholding two-year amortization period for nonconforming businesses).

But while the County is confident in the validity of its Ordinance, it is entitled to obtain a judicial declaration of same, and not rely solely on its own predictive judgment. Without a declaration now, HA and Rick could wait until the eleventh hour, just before December 31,

2023, to challenge the validity of the Ordinance and seek injunctive relief. They could argue that the Ordinance is preempted, unconstitutional, and so on, and urge the court to issue a temporary injunction against it until these important issues can be resolved, which could take years.

The harm to the County is the delay itself. It is common for those subject to land-use amortization clauses to wait until the last minute to sue and seek temporary relief allowing them to continue the use while the court decides the validity of the amortization period. *See, e.g.*, *Cricket Store 17, L.L.C. v. City of Columbia*, 676 F. App'x 162, 164 (4th Cir. 2017) ("Instead of relocating at the end of the two-year period, Taboo filed suit in district court to set aside the Ordinance on First Amendment free speech grounds."); *Indep. News, Inc. v. City of Charlotte*, 568 F.3d 148, 152 (4th Cir. 2009) ("One week before the amortization deadline, Independence News and another affected business filed this action in federal district court, challenging certain provisions of the City's Zoning Ordinance.").

To avoid an end-of-amortization suit like those filed in *Cricket Store 17*, *Independence News*, and *Capital Outdoor Advertising*, the County seeks a declaration of rights now.

In *Capital Outdoor Advertising*, the court held that the plaintiff sign companies were time-barred from filing their suit, which the companies filed "five and one-half years after the effective date of the ordinance and just twelve days before the expiration date of the five and one-half year amortization period." *Capital Outdoor*, 446 S.E.2d at 289. Yet the last-minute lawsuit had the effect of nearly doubling the time that nonconforming uses continued. *Id*.

Remarking on the inequity of this delay, the court explained:

> In circumstances such as this, delay often becomes the motivating factor for a lawsuit, and parties in the position of these plaintiffs sometimes prefer that their litigation continue to languish in the courts. Litigation has already added more than five years to the amortization grace period, and twenty-seven billboards required to be removed on or before 24 April 1989 are still standing. *Much of the inequity resulting from such cases may be prevented by an early determination of the legal issues presented*.

Id. (emphasis added).

The result of delay portended by the trial court's decision here is that a more-than-seven-years-long amortization period would be extended yet further by years of litigation while the rights and obligations of the parties are decided, thereby thwarting the policy that people's representatives adopted. (*See* Compl. Ex. B, Ordinance 15-16 at 1-2 (preamble identifying negative effects on the community sought to be addressed by the Ordinance).)

On the other hand, if the County enforces its Ordinance before the judicial dust settles, then it risks significant monetary damages (ultimately paid by the taxpayers) if it is later determined that the County stopped a multi-million-dollar business based on an Ordinance that is invalid for some reason or another. The Declaratory Judgments Act exists to prevent exactly this kind of Hobbesian choice. As our Supreme Court explained more than 70 years ago, "the basic purpose of the act is to provide for declaratory judgments without awaiting a breach of existing rights." *Waller*, 220 S.C. at 223, 66 S.E.2d at 882.

HA's contrary arguments are unavailing. Showing their cards, they say that they "have not *yet* agreed to a renewal of the Lease Agreement." (Mot. Dismiss at 2 ¶ 6 (emphasis added).) But whether a lease now exists between two private parties does not affect the County's and the HA parties' "rights, status, or other legal relations" under the Ordinance. The County says that it has no duty (and no authority) to provide an alternative site for HA's business at MYR. HA asserts that the County does have such a duty.

In the midst of this controversy, the County sued for declaratory relief based on Rick's declaration that HA intended to keep operating—in violation of the Ordinance—unless the County does something that it has no duty to do.

That is the only fact that the trial court should have considered.

The conflict in positions alone is a sufficient justiciable controversy, and only the County's factual assertions on the issue can be considered by the trial court on a motion to dismiss.

HA and Rick could have, of course, resolved the issue by coming into court and stating on the record that they do not dispute the validity of Ordinance, and that they will not operate their business at its present location after December 31, 2023. This understanding could have been reduced to writing and the matter could have been resolved in a binding court order.

But that is exactly what HA and Rick refused to do, showing that there is a bona fide dispute between them and the County that needs to be resolved now, before the amortization period ends and the business must cease. The Declaratory Judgments Act exists for this very purpose, and the trial court erred in refusing to declare the rights and obligations of the parties.

Conclusion

This appeal presents a simple case in which a trial court ignored the plaintiff's factual allegations and credited the defendants' contrary allegations in resolving a motion to dismiss.

For the reasons stated above, this Court should reverse the trial court's dismissal order.

Respectfully submitted,

/s/ *Michael W. Battle*
Michael W. Battle (SC BAR # 584)
BATTLE LAW FIRM, LLC
1200 Main Street
Conway, SC 29526
(843) 248-4321
mbattle@battlelawsc.com

Scott D. Bergthold, admitted *pro hac vice*
LAW OFFICE OF SCOTT D. BERGTHOLD, P.L.L.C.
2290 Ogletree Avenue, Suite 106
Chattanooga, TN 37421
(423) 899-3025
sbergthold@sdblawfirm.com

Attorneys for Appellant Horry County

RECEIVED
Jul 06 2022
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas
J. Cordell Maddox, Jr., Circuit Court Judge

Civil Action No. 2021-CP-26-05002
Appellate Case No. 2022-000596

Horry County, a Political Subdivision of the State of South Carolina, ...Plaintiff/Appellant,

v.

Helicopter Solutions, Inc., d/b/a Helicopter Adventures, Freddie Rick, and Burroughs & Chapin Company, Inc.,..... Defendants/Appellees.

PROOF OF SERVICE

I certify that on July 6, 2022, I have served all counsel in this action with a copy of **Appellant's Initial Brief** by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Joseph M. McCulloch, Jr., Esq.
PO Box 11623
Columbia SC 29211

Kathy R. Schillaci, Esq.
PO Box 11623
Columbia SC 29211

Christian Stegmaier, Esq.
Collins & Lacy, PC
PO Box 12487
Columbia SC 29211

Amy Lynn Neuschafer, Esq.
PO Box 2468
Myrtle Beach SC 29578

James Harrison Berry, Esq.
James Christopher Clark, Esq.
2411 North Oak Street, Suite 401
Myrtle Beach SC 29577

Kelsey Jan Brudvig, Esq.
1330 Lady Street
6Th Floor
Columbia SC 29201

Attorneys for Defendants/Appellees

/s/ *Michael W. Battle*
Michael W. Battle (SC BAR # 584)