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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2022-001500
Case No. 2012-CP-21-01149

Pee Dee Healthcare, P.A., ...Respondent,

v.

Lower Florence County Hospital District d/b/a
Lake City Community Hospital, ...Appellant.

RETURN TO MOTION TO DISMISS
and
REPLY TO RETURN TO MOTION TO DETERMINE APPEALABILITY[1]

Appellant (the District) moved to determine whether the appealed order is immediately appealable (cited as District Motion to Determine Appealability and Hold Timelines in Abeyance). Respondent (Pee Dee) filed a Return that it combined with a Motion to Dismiss (cited herein as Motion to Dismiss Appeal and Return to Motion to Determine Appealability). The District files this combined Return and Reply. Pee Dee merely echoes the erroneous rulings in the appealed

[1] Appellant's original motion also sought an order holding the timelines for perfecting the appeal in abeyance pending this Court's decision on the issue of appealability. Respondent's motion to dismiss automatically imposes this abeyance, assuming this Court decides both motions in the same order. Rule 240(b), SCACR ("A motion to dismiss an appeal or a motion to relieve counsel shall, however, automatically stay the time limits for perfecting the appeal until the motion is decided.").

order and, rather than respond to the arguments made by the District, Pee Dee makes a fatally flawed "law of the case" argument to avoid the merits of the issues raised in the District's motion.

RETURN AND REPLY ARGUMENTS

I. The appealed order is immediately appealable.

In its Argument I, Pee Dee asserts the rule acknowledged by the District in its motion that orders compelling arbitration generally are not immediately appealable. Pee Dee, however, ignores the District's argument that the appealability analysis has changed, because arbitration no longer enjoys the exalted status of being favored over litigation. The now defunct public policy favoring arbitration over litigation was the guiding principle used by the Supreme Court in *Heffner v. Destiny, Inc.*, 471 S.E.2d 135, 136 (S.C. 1995), the seminal case on the appealability of orders compelling arbitration. As argued in the District's motion, with no response from Pee Dee, this deconstruction of a cornerstone of arbitration law warrants the conclusion that orders compelling arbitration should be immediately appealable, particularly when, as here, the circuit court refuses to address the gateway statutory inquiry of whether an arbitration agreement exists.

The District also argued in its motion that this Court should permit this appeal because here, as in *Toler's Cove Homeowner's Ass'n, Inc. v. Trident Constr. Co., Inc.*, 586 S.E.2d 581 (S.C. 2003), the "issues are capable of repetition and need to be addressed." *Id*. at 585. Pee Dee summarily responds that the issues are not "not issues that would evade review, since [the District] can appeal [the order] compelling arbitration once the arbitrator enters an award." (Pee Dee Motion at 3). The issues in *Toler's Cove* also would not evade review for the same reasons, but the Court nevertheless considered the issues, because they were important issues that needed to be resolved. Those issues were the waiver of the right to demand arbitration, the role of unconscionability in

the enforcement of arbitration agreements, and the proper analytical framework for addressing those issues. *Id.* at 585-586.

Here, the issue on appeal is the existence of any agreement to arbitrate and the proper analytical framework for answering this gateway statutory question. As shown in the District's motion, without any meaningful response by Pee Dee, the circuit court wrongly refused to decide this gateway inquiry rather than send it to the arbitrator. Moreover, the circuit court ignored the proper analytical framework for addressing this question, including the two-step framework recently specified by this Court.[2] This is yet another point that Pee Dee ignores in responding to the District's motion.

II. Pee Dee's "law of the case" argument is manifestly without merit.

In its Argument II(A), Pee Dee argues that the "law of the case" doctrine precludes the District's argument that the subject contracts and their arbitration provisions do not exist, because the District's Board did not approve the contracts and the persons purportedly signing the contracts for the District did not have authority to do so. Pee Dee argues that a prior, un-appealed order granting partial summary judgment ruled that the contracts were valid and, therefore, District cannot now challenge the validity of the contracts.

Pee Dee misperceives the scope and appealability of the partial summary judgment order, as well as how summary judgment orders relate to the law of the case doctrine. The order *granted* partial summary judgment in favor the District, so that part of the order did not aggrieve the

[2] *Simmons v. Benson Hyundai, LLC*, Op. No. 5900 (S. C. Ct. App. filed Dec. 9, 2021), 2022 S.C. App. LEXIS 37 at pp. 6-7, *citing Granite Rock Co. v. International Bd. of Teamsters*, 561 U.S. 287, 130 S. Ct. 2847, 2855-2856 (2010) (question of contract formation was for the courts not the arbitrator); rehearing Denied (S.C. Ct. App. Mar. 25, 2022); certiorari pending (reply filed June 29, 2022).

District, and therefore the District could not appeal that part of the order.[3] The order also *denied* part of the District's summary judgment motion, and it is this ruling that Pee Dee asserts is the un-appealed law of the case. Pee Dee' assertion fails for two reasons. First, the denial of summary judgment is never appealable, even after final judgment, so the District could not have appealed that part of the order.[4] Second, an order denying summary judgment does not and cannot establish the law of any case, including the case in which the trial court denied summary judgment.[5]

Pee Dee also misperceives how the "law of the case doctrine" operates. It mistakenly seeks to establish the law of this case with an order from a *different* case that ruled on *different* issues in *different* contracts between *different* parties. The law of the case doctrine, however, operates only within the confines of the case that produced the un-appealed ruling.

A review of the complicated procedural history of this case and several "related" cases is necessary to understand the numerous fallacies in Pee Dee's "law of the case" argument.

In 2008, various plaintiffs commenced five civil actions in Florence County against various defendants. No case had the identical parties and issues, but all of them had some overlap of parties or issues with at least one other case. Those separate civil actions were the following:

- 2008-CP-21-0706
- 2008-CP-21-1965
- 2008-CP-21-1966
- 2008-CP-21-1967
- 2008-CP-21-1968

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[3] Rule 201(b), SCACR ("Only a party *aggrieved* by an order, judgment, sentence or decision may appeal.") (emphasis added); see also S.C. Code § 18-1-30 ("Any party *aggrieved* may appeal in the cases prescribed in this title.") (emphasis added).

[4] *Ballenger v. Bowen*, 443 S.E.2d 379, 380 (S.C. 1994).

[5] *Farmer v. CAGC Ins. Co.*, 819 S.E.2d 142, 145 (S.C. App. 2018) ("A denial of a motion for summary judgment decides nothing about the merits of the case [and] *does not establish the law of the case* . . . [t]herefore, an order denying a motion for summary judgment is not appealable.") (emphasis added), *quoting and applying Ballenger v. Bowen*, 443 S.E.2d 379, 380 (S.C. 1994).

(See Exh. 1). Action #0706 is the case in which the circuit court entered the summary judgment order that Pee Dee relies upon for its "law of the case" argument. Action #1968 is the action before this Court and to which Pee Dee attempts to apply the "law of the case" from Action #0706.

On February 5, 2009, the Supreme Court consolidated all five cases and assigned them to the Honorable George C. James, Jr., "to administer and prepare for trial." (Exh. 2). The consolidation of these separate actions did not merge the actions, and each action retained its separate identity and character.[6] On December 4, 2009, with the consent of all parties, Judge James struck all five cases from the active roster pursuant to Rule 40(j), SCRCP. On December 2, 2010, the parties filed a motion to restore all five cases to the trial roster, which Judge James granted by order filed April 30, 2012. Each case received a new, separate 2012 civil action number as follows:

- 2008-CP-21-0706 → 2012-CP-21-1142 (the case with the "law of the case" order)
- 2008-CP-21-1965 → 2012-CP-21-1145
- 2008-CP-21-1966 → 2012-CP-21-1146
- 2008-CP-21-1967 → 2012-CP-21-1147
- 2008-CP-21-1968 → 2012-CP-21-1149 (the case now before this Court)

(See Exh. 1). In December 2014, Judge James entered an order in case number 2008-CP-21-0706. (District Motion Exh. 4 at p. 1) ("the 2014 Order"). For unknown reasons, Judge James used the old case number rather than the new 2012 case number. (*Id.*).[7] This 2014 Order, in a different case

[6] *Ellis v. Oliver*, 415 S.E.2d 400, 401 (S.C. 1992); *Keels v. Pierce*, 433 S.E.2d 902, 904 (S.C. App. 1993).

[7] The caption of this case was:

> Lower Florence County Hospital District d/b/a Lake City Community Hospital, Lower Florence County Hospital District d/b/a Lake City Community Hospital Board, Albert D. Mims, M.D., Ernest M. Atkinson, M.D., Benjamin Wade Lamb, M.D., and David W. Moon, M.D., Plaintiffs,
> v.
> Mid-Carolina Hospital Group, LLC, Tony R. Megna, and Benjamin R. Matthews, Defendants.

The caption in the case currently pending before this Court is:

> Pee Dee Healthcare, LLC, Plaintiff,
> v.
> Lower Florence County Hospital District d/b/a Lake City Community Hospital, Defendant.

from the case before this court, is the order upon which Pee Dee relies for its "law of the case" argument. Pee Dee thus implicitly but silently and erroneously asserts without discussion that un-appealed rulings in one case can establish the "law" in a different case.

In the 2014 Order, Judge James considered the enforceability of three contracts between the District and Mid-Carolina Hospital Group, LLC (Mid-Carolina). (District Motion Exh. 4 at 5-9). These are different contracts from the three contracts at issue here, which are between the District and Pee Dee. The only "summary judgment" *granted* by Judge James was limited to the three contracts between the District and Mid-Carolina – Judge James did not grant summary judgment on anything involving the three different contracts at issue here. (Id., *passim*). Thus, the 2014 Order cannot establish any law of the case regarding the contracts before this Court.[8]

The question before Judge James was whether the three Mid-Carolina contracts were void *ab initio*, because the District did not hold a referendum under S.C. Code § 4-9-82.[9] The only summary judgment *granted* by Judge James, and therefore the only potential law of any case, is that these Mid-Carolina contracts were void *ab intio* to the extent the contracts sold or leased the District's property to Mid-Carolina, because the District did not hold a referendum as required by

[8] Judge James referenced the three Mid-Carolina contracts that he ruled upon by their exhibit numbers 7, 8, and 15 – these were exhibits to the affidavit of Defendant Matthews, who is not a party in this case. (District Motion Exh. 4 at 3, 4, 5-9). The exhibits to the Matthews affidavit also included the contracts at issue before this Court as exhibit numbers 2, 5, and 11. Judge James made a passing reference to two of these exhibits (2 and 11) in the "Facts" section of the 2014 Order. (Id. at 2, 4; "Facts" section at 2-5). However, he never made any ruling on any issue regarding the contracts in the present case. (Id., *passim*).

[9] Section 4-9-82 provides in relevant part (emphasis added):

> (A) The governing body of any hospital public service district is authorized to *transfer its assets and properties* for the delivery of medical services upon assumption by the transferee of the responsibilities of the district for the delivery of medical services as set forth in the legislation creating the hospital public service district.
>
> (B) The *transfer is not completed until* the question of the transfer has been submitted to and *approved by a favorable referendum* vote of a majority of the qualified electors of the district voting in the referendum. The referendum vote may be conducted either as a special referendum within the district for this specific purpose or at the same time as a general election.

§ 4-9-82. (District Motion Exh. 4 at 5-9). There is no such issue in this case. Here, the issue is that the District's Board did not approve the three different contracts with Pee Dee, nor did it authorize the purported signing of those contracts on its behalf – thus, no part of these different contracts ever came into existence, including the arbitration agreements embedded in those contracts. Judge James never mentioned nor ruled upon this issue in the 2014 Order. (Id., *passim*).

The 2014 Order was for partial summary judgment only, because Judge James *denied* part of the District's motion.

The Mid-Carolina contracts, particularly the January 2008 contract, required Mid-Carolina to use the leased premises "for the provision of hospital services." (District Motion Exh. 4 at 7). Under § 4-9-82(A), when a hospital district transfers its assets, as the Mid-Carolina contracts sought to do, that transfer must include an "assumption by the transferee of the responsibilities of the district for the delivery of medical services as set forth in the legislation creating the hospital public service district." (See n.9, *supra*). Despite this statutory requirement, Judge James read the "use of leased premises" provisions of the contract to reflect an intent by the District to hire Mid-Carolina to operate the District's healthcare facilities. (District Motion Exh. 4 at 7). Thus, the referendum requirements of § 4-9-82 did not apply to these provisions and, therefore, he denied the District's summary judgment motion in part. (Id. at 7-8, 9).

In *denying* summary judgment, Judge James correctly observed that § 5(8) of the District's enabling legislation gave the District's Board the power to "employ such personnel as it may deem necessary to for the efficient operations of its hospital facilities." (District Motion Exh. 4 at 7).[10] He viewed the "use of premises" provision as being the exercise of this power. (Id.). Here, Pee

[10] The quote is from the 2014 Order. The quoted material is a quote from the enabling legislation, but the 2014 Order does not use quotation marks. See Act No. 1095, 1962 S.C. Acts 2683, § 5(8) at 2687.

Dee relies on this observation to argue that Judge James ruled that the contracts at issue here are valid and, therefore, the law of the case doctrine precludes the District from contending otherwise in this case. The 2014 Order involved a *different* case between *different* parties about *different* issues in *different* contracts. Thus, the 2014 Order does not and cannot establish the law of this case. Were it true that the 2014 Order is nevertheless relevant here, Pee Dee's "law of the case" arguments fail for the additional reasons set forth below.[11]

First, Judge James ruled that there remained a question of fact as to whether the "use of premises" provisions were severable from the offending "transfer of assets" provisions, such that the "use of premises" provisions survived and were enforceable. (District Motion Exh. 4 at 8-9). Thus, Judge James manifestly did not *grant* any judgment that the contracts were valid.

Second, at most, the 2014 Order recognized that the District's Board had the statutory power to enter the types of contracts at issue here. The District, however, has not challenged the Board's power to do so in the present case. Rather, the District argues that the Board never exercised that power, an entirely different issue not mentioned or ruled upon in the 2014 Order.

Third, Judge James made his observations about the Board's power to hire Mid-Carolina in *denying* summary judgment. The denial of summary judgment does not and cannot establish the law of the case in any case, including the case in which the court denied summary judgment.[12]

[11] Pee Dee also quotes the appealed order at length regarding Judge Goodstein's treatment of the 2014 Order as dispositive. (Pee Dee Motion at 5-7). All she said, however, was that the District's motion to dismiss, to the extent it relied on a failure to hold a referendum under § 4-9-82, was an issue already decided by Judge James. (Id.) Putting aside the numerous reasons that a ruling in one case is not the law of the case in a different case, Judge Goodstein's ruling is irrelevant here – the District is not making any "referendum" arguments against arbitration.

[12] *Farmer v. CAGC Ins. Co.*, 819 S.E.2d 142, 145 (S.C. App. 2018) ("A denial of a motion for summary judgment decides nothing about the merits of the case [and] *does not establish the law of the case* . . . [t]herefore, an order denying a motion for summary judgment is not appealable.") (emphasis added), *quoting and applying Ballenger v. Bowen*, 443 S.E.2d 379, 380 (S.C. 1994).

III. The District's arguments regarding no Board approval of and no signatory authority for the contracts at issue challenges every provision in the contracts, including the arbitration agreements embedded in the contracts.

In its Argument II(B), Pee Dee echoes the ruling in the appealed order and its implicit albeit erroneous view that the challenge to the existence of the arbitration agreement must be unique to arbitration agreement and cannot also challenge the existence of the contract as a whole. (Pee Dee Motion at 7-9). This is incorrect as shown in the District's motion. Pee Dee never addresses those arguments. (Id., *passim*). Rather, and tellingly, Pee Dee opens and closes its argument by trying to avoid the District's arguments with a fatally flawed "law of the case" argument. (Id. at 7, 9).

Moreover, Pee Dee eventually concedes, as it must, that an entire-contract attack succeeds if "the reason the overall contract is unenforceable specifically relates to the arbitration provision." (Pee Dee Motion at 9) (citations omitted). Here, the absence of Board approval of and signatory authority for the contracts with Pee Dee relates to every provision of the contract and therefore "specifically relates to the arbitration provision," *i.e.*, the Board never approved entering into or executing any arbitration agreement with Pee Dee. Moreover, at the very least and as demonstrated in the District's motion, again without response from Pee Dee, this issue was a statutory gateway determination for the circuit court under the South Carolina Arbitration Act and, therefore, the circuit court erred in sending this question to arbitration.

CONCLUSION

For all of the foregoing reasons, and for the reasons set forth in the District's Motion, which are incorporated herein by reference, the District respectfully submits that this Court should grant the relief requested in the District's Motion.

Respectfully Submitted,

/s/Robert L. Widener

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Columbia, SC
November 14, 2022

EXHIBIT 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS
FOR THE THIRD JUDICIAL CIRCUIT

FILED
2012 APR 30 PM 12: 12
CLERK OF COURT
FLORENCE COUNTY, SC

Lower Florence County Hospital District d/b/a Lake City Community Hospital, Lower Florence County Hospital District d/b/a Lake City Community Hospital Board, Albert D. Mims, M.D., Ernest M. Atkinson, M.D., Benjamin Wade Lamb, M.D., and David W. Moon, M.D.

v.

Mid-Carolina Hospital Group, LLC, Tony R. Megna and Benjamin R. Matthews

2008-CP-21-0706

2012 CP 21 1142

Mary Megna

v.

Lower Florence County Hospital District d/b/a Lake City Community Hospital

2008-CP-21-1965

2012 CP 21 1145

HTR Management, LLC

v.

Lake City Physician Rural Physicians, LLC, et al.

2008-CP-21-1966

2012CP21 1146

Tony R. Megna, Joe Matthews M.D., Alex Cohen, M.D. and Pee Dee Healthcare, P.A.

v.

Albert D. Mims, M.D., Ernest M. Atkinson, M.D., Benjamin Wade Lamb, M.D., David W. Moon, M.D. and Kristopher R. Crawford, M.D.

2008-CP-21-1967

2012CP21 1147

Pee Dee Healthcare, P.A. v. Lower Florence County Hospital District d/b/a Lake City Community Hospital 2008-CP-21-1968	2012 CP 21 1148 1149

ORDER TO RESTORE CASE

By motion filed on December 2, 2010, the Plaintiffs moved this Honorable Court for an Order restoring the above-captioned cases to the trial roster. The Defendants have consented to the motion to restore as evidenced by their counsel's signature on the motion to restore. A filed copy of the motion is attached hereto as **Exhibit A.**

The case was previously removed from the trial docket upon the consent of all parties and by Order of this Court. The Court finds that restoration to the docket is proper pursuant to Rule 40(j), SCRCP, and based on the consent of all parties, hereby Orders the case restored to the active trial roster.

IT IS SO ORDERED.

George C. James
Judge of the ~~Fifth~~ 3rd Judicial Circuit

April 27, 2012
Columbia, South Carolina

FILED
2012 APR 30 PM 12:12
CLERK OF COURT
FLORENCE COUNTY, SC

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS
COUNTY OF FLORENCE

Lower Florence County Hospital District d/b/a Lake City Community Hospital, Lower Florence County Hospital District d/b/a Lake City Community Hospital Board, Albert D. Mims, M.D., Ernest M. Atkinson, M.D., Benjamin Wade Lamb, M.D., and David W. Moon, M.D.

v.

Mid-Carolina Hospital Group, LLC, Tony R. Megna and Benjamin R. Matthews

2008-CP-21-0706

Mary Megna

v.

Lower Florence County Hospital District d/b/a Lake City Community Hospital

2008-CP-21-1965

HTR Management, LLC

v.

Lake City Physician Rural Physicians, LLC, Defendants, et al.

2008-CP-21-1966

Tony R. Megna, Joe Matthews M.D., Alex Cohen, M.D. and Pee Dee Healthcare, P.A.

v.

Albert D. Mims, M.D., Ernest M. Atkinson, M.D., Benjamin Wade Lamb, M.D., David W. Moon, M.D. and Kristopher R. Crawford, M.D.

2080-CP-21-1967

Pee Dee Healthcare, P.A.

v.

Lower Florence County Hospital District d/b/a Lake City Community Hospital

2008-CP-21-1968

MOTION TO RESTORE CASES TO THE JURY TRIAL DOCKET

The parties hereby move this Honorable Court for an Order restoring the above-captioned cases to the trial roster.

The case was previously removed from the trial docket upon the consent of all parties and by Order of this Court dated December 4, 2009 (Exhibit A). The parties would show that it has been less than one year since the case was removed from the trial docket and that restoration to the docket is permitted and proper pursuant to Rule 40(j), SCRCP.

Respectfully Submitted,

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STATE OF SOUTH CAROLINA)
)
COUNTY OF FLORENCE)

IN THE COURT OF COMMON PLEAS

Lower Florence County Hospital District d/b/a Lake City Community Hospital, Lower Florence County Hospital District d/b/a Lake City Community Hospital Board, Albert D. Mims, M.D., Ernest M. Atkinson, M.D., Benjamin Wade Lamb, M.D., and David W. Moon, M.D.,

Plaintiffs,

v.

Mid-Carolina Hospital Group, LLC, Tony R. Megna, and Benjamin R. Matthews,

Defendants.

Florence County
2008-CP-21-0706

Mary Megna,

Plaintiff,

v.

Lower Florence County Hospital District d/b/a Lake City Community Hospital,

Defendant.

Florence County
2008-CP-21-1965

HTR Management, LLC,

Plaintiff,

v.

Lake City Physician Rural Physicians, LLC, et al.

Defendants.

Florence County
2008-CP-21-1966

Tony Megna, et al.

Plaintiffs,

v.

Albert D. Mims, M.D., et al.

Defendants.

Florence County
2080-CP-21-1967

Pee Dee Healthcare, P.A.

Plaintiff,

v.

Lower Florence County Hospital District d/b/a Lake City Community Hospital

Defendant.

Florence County
2008-CP-21-1968

EXHIBIT
A

RULE 40(j) CONSENT ORDER TO STRIKE CASES

WHEREAS, the above-captioned cases were assigned to the Honorable George C. James, Jr. to administer and prepare for trial by Order of the South Carolina Supreme Court dated February 5, 2009. This Court entered a Consent Scheduling Order governing all the cases on April 7, 2009; and

WHEREAS, the parties to the above actions, by and through their duly authorized counsel of record, hereby agree to strike the complaints, counterclaims, cross-claims and/or third-party claims from the docket of Florence County in each of the above actions pursuant to Rule 40(j), SCRCP; and

WHEREAS, the parties agree that all Orders, Agreements, Consents and Appointments shall remain in full force and effect and that the Honorable George C. James, Jr. shall have continuing jurisdiction over any matters related to these cases; and

WHEREAS, the parties agree that discovery may continue in the cases.

IT APPEARING TO THE COURT on Motion of all parties, the ends of justice would be served by dismissing these case from the active roster, pursuant to the provisions of Rule 40(j) of the South Carolina Rules of Civil Procedure;

IT FURTHER APPEARING THAT the Parties agree that this case must be restored upon motion filed by any party within one year of the date of this signed Consent Order;

AND, IT FURTHER APPEARING THAT the parties agree that if the case is restored upon motion made within one year, the statute of limitations shall be tolled during the time the case is stricken, and any unexpired portion of the statute of

limitations on the date the case was stricken shall remain and begin to run on the date that the case is restored.

NOW, THEREFORE, BY AND WITH THE CONSENT OF THE PARTIES, IT IS HEREBY ORDERED THAT:

1. The above-captioned matter be and is hereby dismissed from the active roster. If the above-captioned matter is not restored by motion filed within one year, the case shall be dismissed, *with prejudice*;

2. All Orders, Agreements, Consents and Appointments shall remain in full force and effect and the Honorable George C. James, Jr. shall have continuing jurisdiction over any matters related to these cases;

3. The parties agree that discovery may continue in the cases; and

4. If the case is restored upon motion made within one year, the statute of limitations shall be tolled during the time the case is stricken, and any unexpired portion of the statute of limitations on the date the case was stricken shall remain and begin to run on the date that the case is restored.

AND IT IS SO ORDERED.

The Honorable George C. James, Jr.
Circuit Court Judge

This 4 day of Dec., 2009.

We Consent:

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EXHIBIT 2

The Supreme Court of South Carolina

Mary Megna , Plaintiff,

v.

Lower Florence County Hospital District
d/b/a Lake City Community Hospital, Defendant.

Florence County
2008-CP-21-1965

HTR Management, LLC , Plaintiff,

v.

Lake City Physician Rural Physicians, LLC, et al, Defendant.

Florence County
2008-CP-21-1966

Tony R. Megna, et al., Plaintiff,

v.

Albert D. Mims, M.D., et al., Defendant.

Florence County
2008-CP-21-1967

Pee Dee Healthcare, P.A., Plaintiff,

v.

Lower Florence County Hospital District
d/b/a Lake City Community Hospital, Defendant.

Florence County
2008-CP-21-1968

ORDER

I find that the Honorable Thomas A. Russo and the Honorable Michael G. Nettles appear to have a conflict in these cases and that the issues are similar to the matters raised in Lower Florence County Hospital District, d/b/a Lake City Community Hospital, et al v. Mid-Carolina Hospital Group, LLC; et al, 2008-CP-21-0706 which was

assigned to the Honorable George C. James, Jr. to administer and prepare for trial.

Because of their similarities, the above cases are consolidated with Lower Florence County Hospital District, d/b/a Lake City Community Hospital, et al v. Mid-Carolina Hospital Group, LLC; et al, 2008-CP-21-0706 and assigned to the Honorable George C. James, Jr. to administer and prepare for trial.

IT IS SO ORDERED.

S/Jean Hoefer Toal

Jean Hoefer Toal
Chief Justice

February 5, 2009
Columbia, South Carolina

RECEIVED
Nov 14 2022
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM FLORENCE COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2022-001500

Pee Dee Healthcare, P.A., ...Respondent,

v.

Lower Florence County Hospital District d/b/a
Lake City Community Hospital, ...Appellant,

CERTIFICATE OF SERVICE

I, Ann Shuler, an employee of Burr & Forman LLP, certify that, on this 14th day of November, 2022, a copy of Appellant's *Return to Motion to Dismiss and Reply to Return to Motion to Determine Appealability* was served upon all counsel of record in the above-captioned matter via email at the email addresses listed below:

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