THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Special Circuit Court Judge

Case No. 2013-000575

Artemio Alvarez v. Quality HR Services, et. al.
WCC File No.: X030301
William Brockman v. Quality HR Services, et. al.
WCC File No.: X030600
Martha Burke v. Quality HR Services, et. al.
WCC File No.: X030681
Lucille Dwight v. Quality HR Services, et. al.
WCC File No.: 0326238
Robert Hunter v. Quality HR Services, et. al.
WCC File No.: X040142
Tammy Miller v. Quality HR Services, et. al.
WCC File No.: X040301
Patricia Wade-Portee v. Quality HR Services, et. al.
WCC File No.: 0907616
Jessie Pringle v. Quality HR Services, et. al.
WCC File No.: 0327062
Steven Cameron v. Quality HR Services, et. al.
WCC File No.: 0316901
Ruth Harmon v. Spectrum HR, et. al.
WCC File No.: 040613.....Respondents,

v.

South Carolina Property and Casualty
Insurance Guaranty Association.....Appellant.

INITIAL BRIEF OF RESPONDENT UNINSURED EMPLOYERS FUND

TABLE OF CONTENTS

TABLE OF CASES AND AUTHORITIES

STATEMENT OF ISSUES ON APPEAL

ISSUE I

THE GUARANTY ASSOCIATION SHOULD BE RESPONSIBLE FOR THE UNDERLYING WORKERS' COMPENSATION CLAIMS.

ISSUE II

DOES THE LEGAL DOCTRINE OF SUBSTANTIAL COMPLIANCE APPLY TO THIS CLAIM?

ISSUE III

MAY THE GUARANTEE ASSOCIATION RELY ON THE FRAUD OF A THIRD PARTY TO AVOID COVERAGE IN THIS MATTER?

STATEMENT OF THE CASE

This matter comes before the Court of Appeals due to the bankruptcy of a workers' compensation insurance carrier, Realm National Insurance Company. The events that bring this matter before the Court of Appeals began when two professional employer organizations; (PEO's) Quality HR and Spectrum HR attempted to secure workers' compensation coverage for their companies through Realm National Insurance Company. Before Realm became insolvent, American Insurance Managers (AIM) issued hundreds of certificates of insurance to various companies throughout the nation, primarily employee leasing services (PEO's). Quality HR and Spectrum HR are the two South Carolina PEO's involved in the ten workers' compensation claims before the Court. Both of the companies received certificates of insurance, including policy numbers from AIM indicating their carrier was Realm National Insurance Company. Both Quality and Spectrum operated under the assumption that they had proper insurance from Realm National.

Further, all of the claims before the Court were initially adjusted, paid and handled by AIM as a third party administrator on behalf of Realm and claims were actually paid until Realm and AIM became insolvent. The President of Realm, Mark Sioma, was involved in assisting AIM before Realm became insolvent.

The matter currently before the Court began when, by consent of the parties, the cases, herein, were consolidated for hearing. The case-in-chief was originally heard before Commissioner Andrea Pope Roche on June 26, 2008 and June 27, 2008 in Columbia. The various cases, herein, were combined for one hearing on the sole issue of whether the South Carolina Uninsured Employers Fund (UEF) or the South Carolina Property and Casualty Insurance Guaranty Association (Guaranty Association) is responsible for payment of these

claims. All other issues including but not limited to statutory employment and the involvement of other insurance carriers as insurers for statutory employers were held in abeyance to be tried separately.

On April 22, 2009 Commissioner Roche issued an order finding the Guaranty Association responsible for all claims arising between July 22, 2003 and November 7, 2003 and leaving all other claims open for determination of whether the UEF or a direct employer or carrier for a statutory employer was responsible. After Commissioner Roche issued her order, the matter was appealed by multiple parties to the Full South Carolina Workers' Compensation Commission. On January 5, 2010, a three member panel of the Commission affirmed the Order of Commissioner Roche. All parties then appealed to the Circuit Court for Greenville County.

Oral Argument was held before the Honorable Charles B. Simmons, Jr. on August 18, 2010. Judge Simmons remanded the matter to the Commission on September 10, 2010 requesting answers to three specific questions. The Full Commission eventually responded to the remand order on August 30, 2012, although Judge Simmons had ordered them to respond within 90 days.

Oral Argument was held, again, before Judge Simmons on October 24, 2012. On February 13, 2013 Judge Simmons issued an order in which he held the Guaranty Association was responsible for all 10 of the claims in this appeal. The counsel for Keith's Welding and Capital City Insurance Company then filed a motion to reconsider. The parties mutually agreed to an amended version of the order and on March 11, 2013 Judge Simmons issued an amended order which was timely appealed by the Guaranty Association to the Court of Appeals.

In order to lay the ground work for understanding this appeal a brief synopsis of the orders involved is necessary.

1) Order of Commissioner Roche of April 22, 2009 found the Guaranty Association was responsible for claims arising between July 22, 2003 and November 7, 2003 and leaving all other claims open for determination of whether the UEF or a direct employer or a carrier for a statutory employer was responsible. Commissioner Roche based this order on the actions of the owner of AIM, Mr. Dennett-Smith and the President of Realm, Mr. Sioma in which they personally assured the owners of Quality HR that they were fully covered under the workers' compensation laws for all claims.

2) Order of the Full Commission of January 5, 2010 affirmed the order of Commissioner Roche in toto.

3) Order of Judge Simmons dated September 20, 2010 remanded the matter to the Commission for additional determinations on three questions:

a. Because no party directly raised the issue of estoppel, did the determination that Realm National Insurance Company is estopped from denying coverage from July 22, 2003 through November 7, 2003 violate the due process rights of the Guaranty Association?

b. Conclusion of Law 11 concludes the claims from July 22, 2003 to November 7, 2003 were "covered claims" as contemplated by §38-30-20 and the provisions of the Guaranty Act. On remand the Commission shall make detailed findings of fact and conclusions of law, and explain with certainty, and in detail, why the claims are "covered" pursuant to the Guaranty Act, accepting or rejecting the associations arguments in its brief.

c. In conjunction with No. 2, above, the Commission has never addressed the issue raised by the UEF concerning whether the issuing of certificates of insurance with policy numbers attached makes the claims "covered" under the workers' compensation doctrine of "substantial compliance" expounded in the brief of the UEF.

4) Order of the Full Commission of August 30, 2012 found A) On the issue of estoppel that the Guaranty Association directly raised the issue in its prehearing brief submitted before the June 26, 2008 and June 27, 2008 hearing as well as in their position statement submitted to Commissioner Roche. B) That the claims in this appeal were "covered" under the terms and provisions of Title 38 because the behavior of Realm's President in intentionally misleading the owners of Quality HR constituted a "insurance policy" "issued by an insurer". The Commission further held while the South Carolina Legislature specifically has made an extensive list of claims which are excluded, they did not exclude coverage by estoppel. C) The doctrine of substantial compliance with the workers' compensation act pertains only to otherwise exempt employees and/or employers under §42-1-360 and, therefore, is not applicable to this case.

5) Order of Judge Simmons of February 13, 2013 in which he reversed the Order of the Full Commission and found *as a matter of law* that the workers' compensation doctrine of "substantial compliance" established coverage for Quality HR, Spectrum HR and their respective clients with Realm and made them "covered claims" under the terms and provisions of the Guaranty Act.

STANDARD OF REVIEW

The Respondent, South Carolina Uninsured Employers Fund would dispute the brief of Appellant insofar as it states that the "substantial evidence" rule applies to this case. The

order of Judge Simmons found the doctrine of "substantial compliance" applies to this case as a "matter of law." The doctrine of substantial compliance is a legal doctrine. Further, the basis for Judge Simmons' determination that the substantial compliance rule applies to this case relates primarily to the actions of the principles for AIM and Realm as well as the issuance of certificates of insurance with insurance policy numbers appended thereto. No one in this appeal has disputed the facts of this case. The factual scenario concerning the bankruptcy of Realm, the actions of David Dennett-Smith, the actions of Mark Sioma, the issuance of certificates of insurance with policy numbers appended and the adjusting of claims by AIM are not now nor have they ever been disputed.

The UEF would, therefore, urge that the issue as a matter of law for the Court. Tims v. J.D. Kitts Construction, 293 SC 496, 713 SE2d 390 (Ct. App. 2011); Hamilton v. Bob Bennett Ford, 336 SC 72, 518 SE2d 599 (Ct. App. 1999). Where the issue is solely a matter of law and the facts are not disputed the case becomes a question of law for the Court. Hamilton.

ISSUE I

THE GUARANTY ASSOCIATION SHOULD BE RESPONSIBLE FOR THE UNDERLYING WORKERS' COMPENSATION CLAIMS.

It is impossible to understand this case without an understanding of what exactly is to be ultimately determined. The ultimate determination in this case is not whether AIM, Realm, David Dennett-Smith or Mark Sioma are bad actors. The evidence speaks for itself in that regard. The question is, rather, which of two state agencies, both funded by a tax, will ultimately be responsible for paying compensation and medical bills in the ten cases currently before the Court.

It is undisputed that this case would never had happened but for bankruptcy/insolvency of an insurance company.

Of the two agencies in question in this matter, the UEF and the Guaranty Association were both established by statute. Both are funded by a tax on insurance companies and in the case of the UEF an additional tax on self-insurers. The purpose of the UEF is to pay claims on behalf of employers who are subject to the South Carolina Workers' Compensation Act but who are operating as unqualified self insurers without insurance, or without following the procedures under Title 42 to become a legal and proper self-insured employer.

The UEF enabling act states "when an employee makes a claim for benefits pursuant to Title 42 and the state workers' compensation commission determines that the employer is subject to Title 42 and is operating without insurance or is an unqualified self-insurer... the fund shall pay or defend the claim as it considers necessary..." §42-7-200.

The Guaranty Association, on the other hand, was established to pay claims of bankrupt or insolvent insurance companies. §38-31-20(8) describes a "covered claim" as an unpaid claim of "an insolvent insurer". The Guaranty Association is funded by a tax on insurance companies only. Of the two funds in question here, the UEF is designed to pay the claims of individuals whose employers are subject to Title 42 but who fail to procure insurance, and the Guaranty Association exists to pay claims of insolvent insurance companies.

In his determination in this matter, Judge Simmons took note of the fact of the purpose of the two agencies. (Order). No one can seriously contend that the enabling statutes of the two state agencies squarely fits the facts of this case. However, clearly the Guaranty Association was established to pay the claims of insolvent or bankrupt insurance companies,

such as Realm, while the UEF was created to cover the claims of employees whose employers are operating in disregard of the law. Yet in this case it is, once again, undisputed that both PEO's attempted to procure insurance and in fact felt they had properly obtained insurance. (TR pp. 272-277; 366-377).

Both Quality HR and Spectrum HR had received certificates of insurance issued by AIM that had actual policy numbers appended. (TR p. 275 lines 2-7; p. 368 line 14; p. 370 line 6 and Certificates of Insurance). It is, primarily, the contention of the Guaranty Association that because actual policies of insurance were never issued that this matter is not a "covered" claim. The Guaranty Association's enabling statute, §38-31-20 defines a covered claim.

> (8) "Covered claim" means an unpaid claim, including one of unearned premiums, which arises out of and is within the coverage and is subject to the applicable limits of an insurance policy to which this chapter applies issued by an insurer, if the insurer is an insolvent insurer and (a) the claimant or insured is a resident of this State at the time of the insured event, if for entities other than an individual, the residence of a claimant or insured is the state in which its principal place of business is located at the time of the insured event or (b) the claim is for first- party benefits for damage to property permanently located in this State. 'Covered claim' does not include:
>
> (a) any amount awarded as extra-contractual damages unless awarded against the association;
>
> (b) any amount due as a return of premium under any retrospective rating plan;

(c) any amount due any reinsurer, insurer, insurance pool, or underwriting association as subrogation recoveries, reinsurance recoveries, contribution, indemnification, or otherwise. No such claim for any amount due any reinsurer, insurer, insurance pool, or underwriting association may be asserted against a claimant or a person insured under a policy issued by an insolvent insurer other than to the extent such a claim exceeds the association obligation limitations set forth in §38-31-60;

(d) any first party claim by an insured whose net worth exceeds ten million dollars on December thirty-first of the year next preceding the date the insurer becomes an insolvent insurer; provided that an insured's net worth on such date must be deemed to include the aggregate net worth of the insured and all of its subsidiaries as calculated on a consolidated basis;

(e) any first party claims by an insured which is an affiliate of the insolvent insurer;

(f) any fee or other amount relating to goods or services sought by or on behalf of any attorney or other provider of goods or services retained by the insolvent insurer or an insured prior to the date it was determined to be insolvent;

(g) any fee or other amount sought by or on behalf of any attorney or other provider of goods or services retained by any insured or claimant in connection with the assertion or prosecution of any claim, covered or otherwise, against the association; or

(h) any claims for interest.

S.C. Code Ann. § 38-31-20.

While there are no actual insurance policies in this case, in the sense that even though policy numbers were issued, no written policy itself was ever issued, the Association's argument is that the claims should not fall within the definition of "covered" claims. Judge Simmons found, however, the Guaranty Association was estopped to deny coverage under the Guaranty Association Act. This Court will note the Commission determined the Guaranty Association directly raised the issue of estoppel in its prehearing brief which was submitted before the June 26, 2008 and June 27, 2008 hearing before Commissioner Roche as well as in their position statement to Commissioner Roche. Further, the evidence also supports the argument of the UEF, from the inception of this claim, that the actions of Realm and AIM in issuing certificates of insurance and was a fairly and properly raised estoppel argument: i.e. that the Guaranty Fund is estopped to raise the issue of lack of insurance policies when Realm and/or AIM issued certificates of insurance with specific policy numbers appended thereto. (UEF Position Letter). Clearly, the UEF raised the issue of estoppel by also asserting the Guaranty Association could not rely on the fraud of the third party to avoid operation of the statute.

The Guaranty Association has tried to "muddy the waters" as to what the issue in this case actually is. All parties conceded, at oral argument that South Carolina does not recognize "insurance by estoppel". However, the issue before Judge Simmons, and this Court, is whether the Guaranty Association must pay these claims because they stand in the shoes of Realm National and AIM and are therefore estopped to deny coverage or covered claims under the South Carolina Workers' Compensation Act.

To find otherwise would be to violate a long standing and well known rule of South Carolina Workers' Compensation Law. The Courts in South Carolina have constantly

favored the inclusion of employees rather than their exclusion, and maintained a policy directed toward effecting coverage rather than non-coverage. Ham v. Mullins Lumber Co., 193 SC 66, 7 SE2d 712; Pierre v. Seaside Farms, Inc., 386 SC 534, 689 SE2d 615 (2010).

Further, the South Carolina Court of Appeals has recognized the doctrine of "coverage by estoppel", in a case strikingly similar to this one, Russell v. Drivers Leasing Services, Inc., 282 SC 358, 318 SE2d 579 (Ct. App. 1984). The Court held that acceptance of insurance premiums and adjusting of claims by Employers of Wausau estopped them from denying that they covered the particular employee.

In other words, if Realm and AIM were solely before this Court, rather than the Guaranty Association, the established law would estop Realm and AIM from denying coverage. The acceptance of premiums and payment of claims was only one of the factors that occurred in this case. The third party administrator also issued certificates of insurance with actual policy numbers appended thereto which action will be discussed further, below. (TR p. 275 lines 2-7; p. 368 line 14 to page 370 line 6).

In a case similar, but not as closely on point as Russell, the Supreme Court also held the employer and carrier were estopped to deny coverage when insurance premiums had been paid. Middleton v. David A. Cantley Construction Company, 278 SC 154, 293 SE2d 311 (1982). Pursuant to established case law, the Guaranty Fund should be responsible for these claims because they stand in the shoes of the bankrupt carrier.

ISSUE II

DOES THE LEGAL DOCTRINE OF SUBSTANTIAL COMPLIANCE APPLY TO THIS CLAIM?

The Guaranty Association has previously argued that the Courts may not look at workers' compensation law in making determinations on the operation of the Guaranty Association Act. However, the very issue before this court is whether the various parties were covered by workers' compensation insurance. If this were not the case, the South Carolina Workers' Compensation Commission would have lacked subject matter jurisdiction over all of these claims, and the Guaranty Association and UEF could not have been made parties in the first instance. See Generally Title 42 of the South Carolina Code of Laws Annotated; §42-1-540, §42-3-180 and §42-7-200. In fact, the Commission had sole jurisdiction to hear all aspects of this case, including whether the ten employees herein were "covered" under the Act. Posey v. Proper Mold and Engineering Inc., 378 SC 210, 661 SE2d 395 (Ct. App. 2008). Further, the Commission has sole jurisdiction to determine insurance and insurance coverage matters as they relate to workers' compensation policies of insurance. Labouseur v. Harleysville Mut. Ins. Co., 302 SC 540, 397 SE2d 526 (1990). Further, Labouseur also gives the Court's authority to review insurance issues on appeal from the Commission.

With that understanding, Judge Simmons, in his order, determined the long standing workers' compensation doctrine of "substantial compliance" applies to this claim. The key acts in this matter involve the issuing of insurance certificates with policy numbers appended thereto by AIM and the action of the CEO's of Realm and AIM as they related to assurances given regarding the certificates of insurance. (TR p. 275 lines 2-7; p. 368 line 14 to page 370 line 6). The Court should first take note of the fact that Title 42 itself recognizes that certificates of insurance are considered valid proof of workers' compensation coverage. §42-1-415. Yet, the position of the Guaranty Association has been clear from the inception of

this litigation, the main reason they allege they are not responsible is because Realm National never actually issued policies of insurance. However, the South Carolina Workers' Compensation case law is clear involving the issuance of insurance policies.

First, when the Guaranty Association's enabling act was passed, actual insurance policies were required in workers' compensation matters. Since 1997 this is no longer the case. Although the association's statute requires an policy of insurance to be issued, the rules of the South Carolina Workers' Compensation Commission regarding coverage do not require an actual policy to be issued. Rather, when an employer becomes covered under the act the carrier files a report of coverage, not an insurance policy, with the Commissions authorized agent. Regulation 67-405B(1). Currently, the Commission's designated agent is the National Council for Compensation Insurance (NCCI). Regulation 67-405 only requires that a report be filed and, thereafter, coverage is presumed.

The Courts of South Carolina have also held on multiple occasions that the actual issuance of insurance policies by a carrier is not necessary to create coverage. The case law in South Carolina supports that even though an actual policy of insurance was never issued to Quality and Spectrum, nonetheless the conditions precedent for the Guaranty Association to be responsible for these claims have been "substantially complied" with.

The concept of substantial compliance with the Worker's Compensation Act has been recognized by the South Carolina Supreme Court almost from the inception of the act. In this case, the requirement of the Guaranty Association statues §38-31-10 et. seq. have been "substantially complied" with. Originally, the regulations of the South Carolina Workers' Compensation Commission required a formal notice to the Commission and an actual filing of a policy of insurance in order for an otherwise exempt employer to be subject to the act.

Therefore, in the case of Yeoman's v. Anheuser-Busch, Inc., 198 SC 65, 15 SE2d 833 (1941), the Commission held because Anheuser-Busch had not filed formal notice of acceptance of the act and had not filed an actual insurance policy, their employees were not covered by the act. The *Commission* held even though they had done all other actions necessary to bring them under Title 42 because no policy of insurance had actually been issued there was no coverage. However, the Supreme Court reversed the determination of the Commission and stated because the employer had done all acts otherwise necessary other than actually filing a policy of insurance and a notice of intent with the Commission, they had "substantially complied" with the Workers' Compensation Act. The Court held it was clear the intent of Anheuser-Busch was they would be subject to the act even though they had only two employees in South Carolina. They procured insurance and actually filed a policy number with the Commission but failed to file an actual policy or formal notice. The Court made it clear it made no practical sense to allow Anheuser-Busch and its carrier to avoid the act on a "technicality". Further, in the case of Carter v. Associated Petroleum Carriers, 235 SC 80, 110 SE2d 80 (1959). The Court held when the act is ***not*** substantially complied with when the parties have no knowledge of an attempt to procure insurance on their behalf. The statutory requirements for coming under the act of ***not*** being substantially complied with if no party believes it is covered.

In the case of Dependents of Sweeney v. Cape Fear Wood Corp., 237 SC 471, 118 SE2d 70 (1961) the Court held an employer may become subject to the act by "substantially complying with" the statutory and regulatory requirements. Accordingly, in the case of Nolan v. National Sales Co., Inc., 292 SC 1, 354 SE2 575 (Ct. App. 1987) the Court recognized the principle of substantial compliance with workers' Compensation statutes in

order to make National Sales subject to the act. This opinion was affirmed by the Supreme Court in Nolan v. National Sales Co., Inc., 294 SC 371, 364 SE2d 572 (1988). The Court recognized substantial compliance with the law in South Carolina is all that is necessary for a company to be subject to the act and covered in South Carolina. In this case, the requirements of the Guaranty Associations statute had been substantially complied with. The facts in Yeoman's are parallel to the facts here. The owners of the PEO's believed they were covered. (TR p. 274, lines 1-15; p. 367, line 23 to p. 369 line 17). They were actually provided with certificates of insurance and policy numbers. (Certificates). While an actual policy was not issued, nonetheless a certificate of insurance was issued and was used as contemplated by §42-1-415 for proof of insurance. In fact, the Guaranty Association does not deny that had actual insurance policies been issued they would be liable under their statute. There has never been any dispute about the Guaranty Association's admission, that the major basis for their denial of responsibility in this matter is the lack of an actual policy of insurance. This is, the very type of "technicality" which the Court decried in Yeoman.

The testimony in this matter, including particularly that of David Dannett Smith the CEO of AIM was that certificates of insurance were issued but insurance was never issued. (TR. p. 155 line 10 to p. 156 line 17). This puts the Guaranty Association, in essence, in the position of relying on the fraud of Realm National and AIM to sustain their position. Therefore, the Courts should apply the doctrine of "substantial compliance" to establish coverage and covered claims on the part of the Guaranty Association.

ISSUE III

MAY THE GUARANTY ASSOCIATION RELY ON THE FRAUD OF A THIRD PARTY TO AVOID COVERAGE IN THIS MATTER?

In the general law of fraud, a party must have the legal right to rely on fraud of the third party in order to use that fraud to its own benefit. E.G. Emmerson v. Powell, 283 SC 293, 321 SE2d 629 (Ct. App. 1984). Clearly, the Guaranty Association had no legal right or standing to rely on the fraud of Realm, AIM or Mark Sioma to avoid paying the claims herein. As noted above, the primary basis for refusal of acceptance of these claims on part of the Guaranty Association were the fraudulent actions of David Dannett Smith and Mark Sioma in issuing certificates of insurance, in accepting premiums, in adjusting claims yet failing to issue actual insurance polices. As a matter of public policy, the Court should not condone a state agency relying on the fraud of third parties to avoid coverage in a case that clearly should be their responsibility.

CONCLUSION

IT IS THEREFORE RESPECTFULLY SUBMITTED that the Order of Judge Simmons is correct and should be affirmed.

Respectfully submitted,

David Hill Keller, Esq.
Constangy, Brooks & Smith, LLP

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Special Circuit Court Judge

Case No. 2013-000575

Artemio Alvarez v. Quality HR Services, et. al.
WCC File No.: X030301
William Brockman v. Quality HR Services, et. al.
WCC File No.: X030600
Martha Burke v. Quality HR Services, et. al.
WCC File No.: X030681
Lucille Dwight v. Quality HR Services, et. al.
WCC File No.: 0326238
Robert Hunter v. Quality HR Services, et. al.
WCC File No.: X040142
Tammy Miller v. Quality HR Services, et. al.
WCC File No.: X040301
Patricia Wade-Portee v. Quality HR Services, et. al.
WCC File No.: 0907616
Jessie Pringle v. Quality HR Services, et. al.
WCC File No.: 0327062
Steven Cameron v. Quality HR Services, et. al.
WCC File No.: 0316901
Ruth Harmon v. Spectrum HR, et. al.
WCC File No.: 040613.....Respondents,

v.

South Carolina Property and Casualty
Insurance Guaranty Association.....Appellant.

CERTIFICATE OF SERVICE

I, Dana Free, say that I am the legal assistant for David H. Keller, attorney for Respondent Uninsured Employers Fund with CONSTANGY, BROOKS & SMITH, LLP in Greenville, South Carolina; and on the 20th day of June, 2013, I mailed in a sealed envelope, postage prepaid, a copy of the Initial Brief Of The Respondent And The Designation Of Matter To Be Included In The Record On Appeal to the following person(s) at the following address:

J. Hubert Wood, III
Wood & Warder LLC
P.O. Box 20550
Charleston, SC 29413

Duke K. McCall, Jr.
Smith Moore Leatherwood
P.O. Box 87
Greenville, SC 29602

Benjamin M. Renfrow
Willson, Jones, Carter & Baxley, P.A.
872 S. Pleasantburg Drive
Greenville, SC 29607

Joseph G. Francis, Jr.
Howard, Howard, Francis & Reid, LLP
P.O. Box 10383
Greenville, SC 29603

D. Free

Dana H. Free
Legal Assistant to David Hill Keller
Constangy, Brooks and Smith, LLP
105 N. Spring Street, Suite 105
Greenville, SC 29601
(864) 990-1883
dfree@constangy.com