RECEIVED
Sep 25 2025
S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM SPARTANBURG COUNTY
Court of Common Pleas

J. Mark Hayes, II, Circuit Court Judge

Case No. 2017-CP-42-00219
Appellate Case No. 2025-000346

Jo Ann Blackwell, Michelene Brooks, and Samuel H. Owens, Jr., individually and on behalf of all others similarly situated, ... Respondents,

v.

Mary Black Health System, LLC, d/b/a Mary Black Memorial Hospital; CHSPSC, LLC; and Professional Account Services, Inc. .... Petitioners.

PETITIONERS MARY BLACK HEALTH SYSTEM, LLC, d/b/a MARY BLACK MEMORIAL HOSPITAL, CHSPSC, LLC, AND PROFESSIONAL ACCOUNT SERVICES, INC.'S REPLY BRIEF

James Lynn Werner; SC Bar No. 6029
Katon E. Dawson Jr.; SC Bar No. 101167
PARKER POE ADAMS & BERNSTEIN LLP
1221 Main Street, Suite 1100
Post Office Box 1509 (29202)
Columbia, South Carolina 29201
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
jimwerner@parkerpoe.com
katondawson@parkerpoe.com

Attorneys for Petitioners

TABLE OF CONTENTS

TABLE OF AUTHORITIES iiiii

INTRODUCTION 1

ARGUMENT 3

I. The Court of Appeals Majority Erred in Holding that Direct Benefits Estoppel Does Not Compel Owens To Arbitrate His Claims. 3

A. Plaintiffs' newly raised argument that the Court should disavow direct benefits estoppel is both procedurally improper and legally incorrect. 3

B. Direct benefits estoppel applies here because Owens is seeking to obtain benefits under the Cigna Agreement. 10

1. Direct benefits estoppel applies when a plaintiff, like Owens here, seeks to receive or obtain a benefit under an agreement. 10

2. Owens has failed to identify a legal duty outside the terms of Cigna Agreement that would give rise to his claims. 11

C. Plaintiffs admit to engaging in artful pleading to avoid arbitration. 15

II. Plaintiffs Do Not Meaningfully Address or Distinguish *Bennett*. 16

III. Plaintiffs Offer No Support for the Majority's Misguided Interpretation of the Class Action Waiver Clause in the Cigna Agreement. 18

CONCLUSION 20

TABLE OF AUTHORITIES

Page(s)

Cases

Am. Bankers Ins. Grp. v. Long,
453 F.3d 623 (4th Cir. 2006) .... *passim*

Anderson v. Anderson,
59 Haw. 575, 585 P.2d 938 (1978) 6

Bennett v. ACS Primary Care Physicians-Southeast P.C.,
444 S.C. 458, 908 S.E.2d 110 (Ct. App. 2024).. *passim*

Courtland Bldg. Co. v. Jalal Fam. P'ship, Ltd,
403 S.W.3d 265 (Tex. App. 2012)...8, 14

Davenport v. Miller,
218 S.C. 56, 61 S.E.2d 534 (1950) 5

Dixon v. Pattee,
442 S.C. 233, 898 S.E.2d 158 (Ct. App. 2023)..9

E.I. DuPont de Nemours & Co. v. Rhone Poulenc Fiber & Resin Intermediates, S.A.S.,
269 F.3d 187 (3d Cir. 2001)...7

Edwards v. Edwards,
254 S.C. 466, 176 S.E.2d 123 (1970) 6

Epic System Corp. v. Lewis,
584 U.S. 497 (2018)...19

Gen. Motors Acceptance Corp. v. Herlong,
248 S.C. 55, 149 S.E.2d 51 (1966) 4

Grigson v. Creative Artists Agency LLC,
210 F.3d 524 (5th Cir. 2000) 16

Hamilton v. Palmetto Props., Inc.,
237 S.C. 140, 116 S.E.2d 12 (1960) 6

Hayne Fed. Credit Union v. Bailey,
327 S.C. 242, 261 S.E.2d 472 (1997) 7

Hellenic Inv. Fund, 464 F.3d 10

Hodge v. UniHealth Post-Acute Care of Bamberg, LLC,
422 S.C. 544, 813 S.E. 292 (Ct. App. 2018)..13

Hughes Masonry Co. v. Greater Clark Cnty. Sch. Bldg. Corp.,
659 F.2d 836 (7th Cir. 1981) 8, 14

Int'l Paper Co. v. Schwabedissen Maschinen & Anlagen GMBH,
206 F.3d 411 (4th Cir. 2000) 7, 10

InterGen N.V. v. Grina,
344 F.3d 134 (1st Cir. 2003)..7

Lee v. S. Ry. Co.,
228 S.C. 240, 89 S.E.2d 431 (1955) 5

Malloy v. Thompson,
409 S.C. 557, 762 S.E.2d 690 (2014) 3, 12, 13, 14

Neiman-Marcus Grp., Inc. v. Dworkin,
919 F.2d 368 (5th Cir. 1990) 7

Noble Drilling Servs. Inc. v. Certex USA, Inc.,
620 F.3d 469 (5th Cir. 2010) 8, 11

Pueschel v. U.S.,
369 F.3d 345 (4th Cir. 2004) 15

Reid v. Do Run Resources Corp.,
701 F.3d 840 (8th Cir. 2012) 8

Schwarzschild v. Martin,
191 Conn. 316, 464 A.2d 774 (1983) 8

Smoak v. Smoak,
269 S.C. 313, 237 S.E.2d 372 (1977) 5, 7

Sterling Com. Credit, LLC v. Compliance Envirosystems, LLC,
773 F. Supp. 3d 248 (M.D. La. 2025)..10

Sullivan v. Am. Airlines, Inc.,
424 F.3d 267 (2d Cir. 2005)...15

Traders Mart, Inc. v. AOS, Ins.,
268 So.3d 420 (La. 2019) 5, 6, 8

Vessels v. Anschutz Corp.,
823 S.W.2d 762 (Tex. App. 1992), *writ denied* (May 27, 1992)...6

In re Vesta Ins. Grp., Inc.,
49 Tex. Sup. Ct. J. 445, 192 S.W.3d 759 (2006) 16

Walters v. Famous Transports, Inc.,
488 F. Supp. 3d 930 (N.D. Cal. 2020) 10

Washington Mut. Fin. Grp., LLC v. Bailey,
364 F.3d 260 (5th Cir. 2004) 8

Weaver v. Brookdale Senior Living, Inc.,
431 S.C. 223, 847 S.E.2d 268 (Ct. App. 2020) 9, 12, 13

Whitacre Partnership v. Biosignia, Inc.,
358 N.C. 1 (2004) 5, 6, 7

Wilson v. Willis,
426 S.C. 326, 827 S.E.2d 167 (2019) .... *passim*

Wojtalewicz v. Pioneer Hi-Bred Int'l, Inc.,
959 F. Supp. 2d 1215 (D. Neb.), *objections overruled,* 944 F. Supp. 2d 715
(D. Neb. 2013) 8

Zabinksi v. Bright Acres Assocs.,
346 S.C. 580, 553 S.E.2d 110 (2001) 6, 14

Statutes

Arbitration Act 9

Federal Arbitration Act 18, 20

Other Authorities

Black's Law Dictionary (12th ed. 2024) 5, 15

31 C.J.S. Estoppel and Waiver § 80 5

31 C.J.S. Estoppel and Waiver § 146 7

31 C.J.S. Estoppel and Waiver § 157 8

7 S.C. Jur. Estoppel and Waiver § 10 5

INTRODUCTION

This appeal involves the well-recognized doctrine of direct benefits estoppel. That doctrine arises from the basic concept that—as a matter of equity and fairness—a party may not seek to secure a contract's benefits while disclaiming the contract's other terms and obligations. Here, in violation of that principle, Plaintiff Owens seeks to benefit from certain terms in his insurer Cigna's agreement with Mary Black (the "Cigna Agreement"). That is, Owens's claims against Mary Black are all based on the contention that the agreement required Defendants to bill Cigna, not him, for the medical services he received and to do so at the discounted rates agreed to between Mary Black and Cigna under that agreement. Through his claims, Owens wants to obtain these contractual benefits without being subject to the agreement's term requiring arbitration. The doctrine of direct benefits estoppel prevents exactly that, and, thus, Owens must also accept and comply with *all* of the terms of the Cigna Agreement, including the obligation to arbitrate his claims.

Below, both the circuit court and a Court of Appeals majority erred in holding otherwise. In the court of appeals' decision at issue, the majority misapplied the doctrine of direct benefits estoppel to reward Plaintiffs' artful pleading by allowing Owens to avoid arbitration by styling his claim in tort rather than contract. But, as Defendants have explained, courts across the country have correctly recognized and applied the doctrine of direct benefits estoppel under circumstances like these and have refused to condone such artful pleading. Instead, courts look to the substance of the allegations and claims, rather than the labels affixed by the plaintiff, to determine whether the claims arise out of the agreement containing the arbitration clause. Here, Owens has not identified (and cannot identify) any duty for Mary Black to bill his insurer, instead of him, arising out of anything other than the Cigna Agreement. Thus, looking at the substance of his claims, the doctrine of direct benefits estoppel requires Owens to arbitrate those claims under the Cigna

Agreement's arbitration provision because, if the agreement did not exist, Owens would have no basis for recovery and no cause to complain.

The majority's decision also cannot be squared with the decision of the same panel, issued on the same day, in *Bennett v. ACS Primary Care Physicians-Southeast P.C.*, 444 S.C. 458, 908 S.E.2d 110 (Ct. App. 2024). Both cases are putative class actions challenging the defendants' (in both cases hospital systems or related entities) alleged practice of billing the plaintiffs instead of plaintiffs' health insurers for medical services, allegedly in violation of the defendants' agreements with those insurers. The plaintiffs in both cases seek to derive a benefit from the agreements between the hospitals and insurers in the form of direct billing to the insurers for medical charges at reduced rates or amounts. In both cases, the plaintiffs allege claims for unjust enrichment and injunctive relief. And the appeals in both cases raise the same legal issue—whether the doctrine of direct benefits estoppel applies in such circumstances. The conflicts created by the Court of Appeals majority here and the unanimous Court of Appeals panel in *Bennett* yield inconsistent results that invite conflict, uncertainty, and confusion.

Plaintiffs fail to adequately address these issues in their response, as follows:

- Rather than defend the decisions of the courts below, Plaintiffs pivot and attack the doctrine of direct benefits estoppel itself, arguing that it should not be recognized in South Carolina. But their argument was never raised below and cannot be raised now. Indeed, this Court addressed the exact same issue in *Wilson v. Willis*, 426 S.C. 326, 340, 827 S.E.2d 167, 175 (2019), and confirmed that an argument cannot be raised for the first time on appeal. In any event, Plaintiffs' argument stems from a false premise by confusing the fraud-based doctrine of equitable estoppel with the contract-based doctrine of direct benefits estoppel. Plaintiffs' argument overlooks the common-law principles and South Carolina precedent that animates the doctrine and ignores the significant body of South Carolina case law (including decisions from this Court) applying the doctrine of direct benefits estoppel.

- Plaintiffs attempt to avoid the application of direct benefits estoppel by arguing that Owens's tort claim implicates a duty outside of the Cigna Agreement. But Owens's entire theory of relief is premised on the allegation that Defendants should have billed Cigna, and not him, and at the allegedly discounted rates established in agreements like the Cigna Agreement. Owens cannot—and does not here—identify *any* legal duty for Defendants to have billed his insurer, other than a duty arising under the Cigna Agreement. Owens also admits to artful pleading and gamesmanship by conceding that he pled his claims in this

way expressly to avoid the Cigna Agreement's arbitration obligations. For similar reasons, many courts, including the Fourth Circuit, have refused to allow a plaintiff to obscure the contractual nature of their claim by artfully pleading it as one for tortious interference. The Court should do so here.

- Plaintiffs' halfhearted effort to distinguish the majority's decision in this case with the conflicting decision in *Bennett* fails to address several fundamental conflicts and instead relies on superficial differences in the pleadings. Indeed, Plaintiffs do nothing to meaningfully distinguish these cases or mitigate the conflict, uncertainty, and confusion that results when comparing the facts and conclusions reached therein.

- Plaintiffs do not mount a coherent defense to the Court of Appeals majority's implausible interpretation of the Cigna Agreement's class action waiver.

Accordingly, Plaintiffs provide no valid or justifiable reason to affirm the Court of Appeals' majority's deeply flawed decision. This Court should reverse and hold that, under the doctrine of direct benefits estoppel, Owens must arbitrate his claims.

ARGUMENT

I. The Court of Appeals Majority Erred in Holding that Direct Benefits Estoppel Does Not Compel Owens To Arbitrate His Claims.

A. Plaintiffs' newly raised argument that the Court should disavow direct benefits estoppel is both procedurally improper and legally incorrect.

Rather than address the arguments actually before this Court—which have already been subject to two rounds of briefing in the circuit court, another two rounds of briefing in the Court of Appeals, multiple decisions and orders from both courts, and briefing on the petition for writ of certiorari before this Court—Plaintiffs now abruptly change course and raise an entirely new argument. That is, in a tacit acknowledgment of the deep flaws in the Court of Appeals' decision, Plaintiffs now argue for the first time that South Carolina law should not recognize the doctrine of direct benefits estoppel at all. (Ret. at 8–13).

As a threshold matter, this argument should be disregarded. As the Court has said, "[i]t is axiomatic that an issue cannot be raised for the first time on appeal but must have been raised to and ruled upon by the trial judge to be preserved for appellate review." *Malloy v. Thompson*, 409 S.C. 557, 561, 762 S.E.2d 690, 692 (2014) (internal quotation marks omitted). Here, "the parties

and both courts below focused their discussions on whether the direct benefits test for estoppel had been met." *Wilson v. Willis*, 426 S.C. 326, 340 n.9, 827 S.E.2d 167, 175 n.9 (2019) (refusing to consider the equitable estoppel test as an "alternative" grounds for affirming the trial court). Indeed, the nonsignatory in *Wilson* wanted to do exactly what Plaintiffs try here—change their argument at the eleventh hour to say that elements of a different type of equitable estoppel must be met to bind a nonsignatory to the terms of an agreement. *Id.* Because it had not been raised and addressed by the courts below, this Court held that "this assertion is not properly before the Court." *Id.* So too here, and Plaintiffs should not be permitted to raise this new argument for the first time in this Court.

Plaintiffs' new argument is not only improper—it is untenable. Their position is that, to the extent "direct benefits estoppel" omits elements from "traditional equitable estoppel" (specifically the requirements of a misleading statement and detrimental reliance), it treats arbitration agreements differently than other contracts and thus should not be recognized in South Carolina. (Ret. at 8–13).

But Plaintiffs' argument conflates two completely separate estoppel doctrines. As the Court explained long ago, "the principle of estoppel in equity" is a broad one that "stands upon the very foundations of right and fair dealing" and "considers and weighs the conduct of men in their dealings with each other, and gives that effect and meaning to their actions which common sense and justice dictate." *Gen. Motors Acceptance Corp. v. Herlong*, 248 S.C. 55, 63, 149 S.E.2d 51, 54 (1966) (internal quotation marks and internal parentheses omitted). Or, as the Court of Appeals put it more recently in *Pearson v. Hilton Head Hospital*, "[e]quitable estoppel precludes a party from asserting rights he otherwise would have had against another when his own conduct renders assertion of those rights contrary to equity." 400 S.C. 281, 290, 733 S.E.2d 597, 601 (Ct. App. 2012) (internal citation and quotation marks omitted). And, as the Court has also said, "[t]he

doctrine of estoppel, being an equitable one, is essentially flexible, and therefore to be applied or denied as the equities between the parties may preponderate." *Smoak v. Smoak*, 269 S.C. 313, 320, 237 S.E.2d 372, 375 (1977).[1]

What Plaintiffs here refer to as "equitable estoppel"—also known as estoppel in pais—is but one application of estoppel. This application works to bar a party from inducing another's detrimental reliance by denying the truth of an earlier representation. *See Lee v. S. Ry. Co.*, 228 S.C. 240, 243, 89 S.E.2d 431, 432 (1955) ("Equitable estoppel or estoppel in pais is a term applied to a situation where, because of something which he has done or omitted to do, a party is denied the right to plead or prove an otherwise important fact."); 7 S.C. Jur. Estoppel and Waiver § 10 ("'Estoppel in pais' is merely another way of saying equitable estoppel.").[2] Because estoppel in pais is premised in fraud, its necessary elements include a misleading statement by the one being estopped and detrimental reliance by the one seeking estoppel. *See*, *e.g.*, *Davenport v. Miller*, 218 S.C. 56, 62, 61 S.E.2d 534, 536 (1950) ("To constitute an 'estoppel in pais,' there must occur an admission, statement, or act inconsistent with the claim afterward asserted, action by the other party thereon and injury to such other party. The complaining party must be misled to his injury.")

---

[1] *See also Whitacre Partnership v. Biosignia, Inc.*, 358 N.C. 1, 13 (2004) ("'Estoppel' is not a single coherent doctrine, but a complex body of interrelated rules….") (citing 28 Am. Jur.2d *Estoppel and Waiver* § 2 (2000)); Black's Law Dictionary (12th ed. 2024) ("In using the term 'estoppel,' one is of course aware of its kaleidoscopic varieties.") (internal quotation marks omitted).

[2] *See also Whitacre P'ship*, 358 N.C. at 16–17 (explaining that, under the doctrine of equitable estoppel, "the party whose words or conduct induced another's detrimental reliance may be estopped to deny the truth of his earlier representations in the interests of fairness to the other party"); *Traders Mart, Inc. v. AOS, Ins.*, 268 So.3d 420, 427 (La. 2019) ("Equitable estoppel is the effect of the voluntary conduct of a party whereby he is barred from asserting rights against another party justifiably relying on such conduct and who has changed his position to his detriment as a result of such reliance."); 31 C.J.S. Estoppel and Waiver § 80; Black's Law Dictionary (12th ed. 2024) (defining "equitable estoppel" as "[a] defensive doctrine preventing one party from taking unfair advantage of another when, through false language or conduct, the person to be estopped has induced another person to act in a certain way, with the result that the other person has been injured in some way").

(internal quotation marks omitted). South Carolina law has long recognized this grounds for estoppel, although, as this Court has observed, typically "in non-arbitration cases." *Wilson*, 426 S.C. at 340 n.9, 827 S.E.2d at 175 n.9 (collecting cases).[3]

Direct benefits estoppel, by contrast, arises out of an entirely distinct theory of estoppel. *See*, *e.g.*, *Traders Mart*, 268 So.3d at 428 ("[E]quitable estoppel is distinguishable from direct benefits estoppel."). Specifically, it is one manifestation of a separate category of estoppel known variously as "quasi-estoppel" or "estoppel by benefit." *Whitacre P'ship*, 358 N.C. at 18. "[Q]uasi estoppel is a species of equitable estoppel which has its basis in election, waiver, acquiescence, or even acceptance of benefits and which precludes a party from asserting to another's disadvantage, a right inconsistent with a position previously taken by him." *Anderson v. Anderson*, 59 Haw. 575, 589, 585 P.2d 938, 947 (1978).[4]

South Carolina courts have long recognized estoppel by benefit, in various contexts and forms. *See*, *e.g.*, *Edwards v. Edwards*, 254 S.C. 466, 471, 176 S.E.2d 123, 125 (1970) (holding that appellant was estopped from challenging jurisdiction "because of the acceptance by appellant of the benefits accruing to him from the provisions of the judgment which he proposed"); *Hamilton v. Palmetto Props., Inc.*, 237 S.C. 140, 143, 116 S.E.2d 12, 13 (1960) (holding landlord was

---

[3] In *Wilson*, the Court noted that this Court has applied the standard of this type of estoppel a least once in a case involving arbitration. 426 S.C. at 340 n.9, 827 S.E.2d at 175 n.9 (citing *Zabinksi v. Bright Acres Assocs*., 346 S.C. 580, 553 S.E.2d 110 (2001)). But *Zabinski* concerned allegations that the attorney who drafted of an agreement containing an arbitration clause had misled the parties to the agreement into believing that the agreement was valid, even though it was defective under North Carolina law. Accordingly, that argument is properly analyzed under the estoppel in pais standard, because it sought to estop a party that had allegedly misled another.

[4] *See also Whitacre P'ship*, 358 N.C. at 18; *Vessels v. Anschutz Corp.*, 823 S.W.2d 762, 765–66 (Tex. App. 1992), *writ denied* (May 27, 1992) ("Quasi estoppel precludes a party from asserting, to another's disadvantage, a right inconsistent with a position previously taken by him. The doctrine applies when it would be unconscionable to allow a person to maintain a position inconsistent with one … of which he accepted a benefit.").

estopped from arguing that lease was less than 10 years after accepting the benefits of the lease).[5] And this Court has held that, unlike estoppel in pais, this type of estoppel requires neither a misrepresentation nor detrimental reliance. *See*, *e.g.*, *Smoak*, 269 S.C. at 320, 237 S.E.2d at 374 (1977) (rejecting argument that elements of estoppel in pais were required in a matter where the husband was estopped from challenging the validity of a divorce decree after accepting the benefits thereof).[6]

When used in the contract context, estoppel by benefit generally provides that a party that benefits, or seeks to benefit, from a contract is estopped from giving full effect to the entire contract. In other words, this type of estoppel "precludes a party from enjoying rights and benefits under a contract while at the same time avoiding its burdens and obligations." *InterGen N.V. v. Grina*, 344 F.3d 134, 145 (1st Cir. 2003); *Pearson*, 400 S.C. at 295, 733 S.E.2d at 604 ("[A] party may not 'rely on the contract when it works to its advantage, and repudiate it when it works to its disadvantage.'" (citation omitted)).[7]

---

[5] The North Carolina Supreme Court has observed that this form of estoppel is "closely related to judicial estoppel," although there are differences. *Whitacre P'ship,* 358 N.C. at 18. As this Court has explained, "[j]udicial estoppel precludes a party from adopting a position in conflict with one earlier taken in the same or related litigation." *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 251-52, 261 S.E.2d 472, 477 (1997) (expressly adopting judicial estoppel, at least as it "relates to matters of fact") (emphasis omitted).

[6] *See also Neiman-Marcus Grp., Inc. v. Dworkin*, 919 F.2d 368, 371 (5th Cir. 1990) ("Quasi-estoppel differs from equitable estoppel or estoppel in pais in that quasi-estoppel requires no concealment or misrepresentation of existing facts on the one side, and no ignorance or reliance on the other.") (internal quotation marks omitted); 31 C.J.S. Estoppel and Waiver § 146 (explaining that quasi-estoppel "does not require a misrepresentation by one party or actual reliance by the other").

[7] *See also Am. Bankers Ins. Grp. v. Long*, 453 F.3d 623 (4th Cir. 2006) ("[I]t is unfair for a party to rely on a contract when it works to its advantage, and repudiate it when it works to its disadvantage."); *E.I. DuPont de Nemours & Co. v. Rhone Poulenc Fiber & Resin Intermediates, S.A.S.*, 269 F.3d 187, 200 (3d Cir. 2001) ("[C]ourts prevent a non-signatory from embracing a contract, and then turning its back on the portions of the contract, such as an arbitration clause, that it finds distasteful."); *Int'l Paper Co. v. Schwabedissen Maschinen & Anlagen GMBH*, 206 F.3d 411, 417–18 (4th Cir. 2000) (explaining that estoppel "precludes a party from asserting rights

One application of this form of estoppel is what courts (including this one) have termed "direct benefits estoppel." *See Wilson*, 426 S.C. at 340, 827 S.E.2d at 175. That type of estoppel binds a nonsignatory to the all the terms of an agreement if the nonsignatory either "knowingly seek[s] and obtain[s] direct benefits from that contract" or, as here, "seek[s] to enforce the terms of that contract or assert[s] claims that must be determined by reference to that contract." *Noble Drilling Servs. Inc. v. Certex USA, Inc.*, 620 F.3d 469, 473 (5th Cir. 2010) (internal quotation marks and brackets omitted).[8] State and federal courts across the country have recognized and applied direct benefits estoppel, including in situations to compel a nonsignatory to arbitrate its claims.[9]

This Court, of course, is one of them. Specifically, in *Wilson* the Court recognized direct benefits estoppel and sanctioned its validity under South Carolina common law. *See* 426 S.C. at 338–39, 827 S.E. at 174–75 (acknowledging "estoppel" as one of several theories that South Carolina "has recognized … could bind nonsignatories to arbitration agreements under general principals of contract" and favorably citing direct benefits estoppel cases from the Court of

---

he otherwise would have had against another when his own conduct renders assertion of those rights contrary to equity") (internal quotation marks omitted); *Hughes Masonry Co. v. Greater Clark Cnty. Sch. Bldg. Corp.*, 659 F.2d 836, 839 (7th Cir. 1981) (explaining that the doctrine prevents a party from having "it both ways" by "rely[ing] on the contract when it works to its advantage, and repudiate[ing] it when it works to its disadvantage") (internal quotation marks and parentheses omitted); *Schwarzschild v. Martin*, 191 Conn. 316, 321-22, 464 A.2d 774 (1983) ("One enjoying rights is estopped from repudiating dependent obligations which he has assumed; parties cannot accept benefits under a contract fairly made and at the same time question its validity.").

[8] *See also Reid v. Do Run Resources Corp.*, 701 F.3d 840, 846 (8th Cir. 2012) ("Direct benefits estoppel applies when a nonsignatory knowingly exploits the agreement containing the arbitration clause.") (quoting *Bridas S.A.P.I.C. v. Gov't of Turkmenistan,* 345 F.3d 347, 361–62 (5th Cir.2003)); *Traders Mart*, 268 So.3d at 468; 31 C.J.S. Estoppel and Waiver § 157.

[9] *See Washington Mut. Fin. Grp., LLC v. Bailey*, 364 F.3d 260, 268 (5th Cir. 2004); *Hughes Masonry Co. v. Greater Clark Cnty. Sch. Bldg. Corp.*, 659 F.2d 836, 841 (7th Cir. 1981); *Wojtalewicz v. Pioneer Hi-Bred Int'l, Inc.*, 959 F. Supp. 2d 1215, 1226 (D. Neb.), *objections overruled,* 944 F. Supp. 2d 715 (D. Neb. 2013); *Courtland Bldg. Co. v. Jalal Fam. P'ship, Ltd*, 403 S.W.3d 265, 271 (Tex. App. 2012).

Appeals and several other federal and state jurisdictions applying direct benefits estoppel). And the Court of Appeals has applied direct benefits estoppel many times, each time implicitly recognizing the doctrine's validity under South Carolina law. *See Pearson*, 400 S.C. at 289–90, 733 S.E.2d at 601 ("To allow a plaintiff to claim the benefit of the contract and simultaneously avoid its burdens would both disregard equity and contravene the purposes underlying enactment of the Arbitration Act.") (internal brackets and quotation marks omitted); *see also Bennett*, 444 S.C. at 469–71, 908 S.E.2d at 115–17 (Ct. App. 2024); *Dixon v. Pattee*, 442 S.C. 233, 258–59, 898 S.E.2d 158, 171 (Ct. App. 2023); *Weaver v. Brookdale Senior Living, Inc.*, 431 S.C. 223, 230, 847 S.E.2d 268, 272 (Ct. App. 2020).

Plaintiffs attempt to sidestep this inconvenient line of precedent by suggesting (in passing) that these South Carolina courts—this Court included—have misunderstood the law. (Ret. 11-12 (citing *Wilson* and *Pearson* as examples of "[s]ome decisions" that "appear to have eliminated" the misrepresentation and reliance elements of equitable estoppel "from the analysis")). This Court, however, has done no such thing. Instead, it has affirmatively recognized a widely accepted form of estoppel that is solidly grounded in contract and equitable principles and not reliant on circumstances of misrepresentation or reliance. *See Wilson*, 426 S.C. at 338–39, 827 S.E. at 174.

Nor should this Court now reject direct benefits estoppel based on Plaintiffs' misguided assertion that it is a doctrine unique to arbitration and thus improperly "reflects preferential, not equal, treatment of arbitration agreements." (Ret. 12–13.) To be sure, direct benefits estoppel frequently arises in the arbitration context. *See*, *e.g.*, *Pearson*, 400 S.C. at 290, 733 S.E.2d at 601 ("In the arbitration context, the doctrine recognizes that a party may be estopped from asserting that the lack of his signature on a written contract precludes enforcement of the contract's arbitration clause….") (citation omitted). But, as the Fourth Circuit has commented (and as the analysis above shows), direct benefits estoppel is grounded in "[w]ell-established common law

principles" and thus would apply to any contract term. *Intern'l Paper*, 206 F.3d at 416-17; *see also Wilson*, 426 S.C. at 338–39, 827 S.E. at 174 (stating that direct benefits estoppel stems from "general principles of contract [law]"). Indeed, many courts have applied the doctrine of direct benefits estoppel to hold non-signatories to other contractual terms, such as, for example, forum-selection clauses. *See Hellenic Inv. Fund*, 464 F.3d at 517; *Walters v. Famous Transports, Inc.*, 488 F. Supp. 3d 930, 936–37 (N.D. Cal. 2020); *Sterling Com. Credit, LLC v. Compliance Envirosystems, LLC*, 773 F. Supp. 3d 248, 255–56 (M.D. La. 2025).

This Court should thus reject Plaintiffs' misunderstanding of legal doctrines and their misguided invitation to overrule *Wilson* and abrogate several Court of Appeals decisions. Indeed, given Plaintiffs' failure to raise the argument at any point below, the Court should not even reach this argument.

B. Direct benefits estoppel applies here because Owens is seeking to obtain benefits under the Cigna Agreement.

Plaintiffs next argue that the Court of Appeals majority's decision should be affirmed (1) because Owens "alleges that he did not receive any benefit under" the Cigna Agreement and (2) because Owens "is not attempting to enforce" the Cigna Agreement. (Ret. at 13.) Neither argument, however, finds support in law or fact.

1. Direct benefits estoppel applies when a plaintiff, like Owens here, seeks to receive or obtain a benefit under an agreement.

Defendants have already explained that the Plaintiffs' first point is legally incorrect. *See* Pet. Br. at 13–14. That is, the law does not require that a plaintiff have already received the benefit in order for direct benefits estoppel to apply. *See id*. It also applies when the nonsignatory maintains, as Owens does here, that provisions in the agreement "'*should be enforced to benefit*'" it. *Id.* (quoting *Wilson*, 426 S.C. at 340, 827 S.E.2d at 175 (quoting *Pearson*, 400 S.C. at 290, 733

S.E.2d at 601 (quoting *Int'l Paper Co.*, 206 F.3d at 418))).[10] And, as Defendants have also explained, this makes sense, because if a plaintiff had already obtained the benefit, then there would be no reason to sue. *See* Pet. Br. at 14.

In addition, Owens *does* allege that he has been denied a contractual benefit under the Cigna Agreement—namely, the alleged "contractual discount" in agreements between Mary Black and insurers like Cigna. *See id.* at 14 (citing Appx. 270, ¶ 29; Appx. 271, ¶ 32; Appx. 279 ¶¶ 77, 78, 80). Both expressly and inherently, therefore, he seeks to obtain that benefit through his claims.

Notably, Plaintiffs do not even address these points in response, much less explain why the scope of direct benefits estoppel should be limited in the way they suggest.

2. Owens has failed to identify a legal duty outside the terms of Cigna Agreement that would give rise to his claims.

Plaintiffs also argue that, rather than trying to enforce the Cigna Agreement, their tortious interference with contract and unjust enrichment claims are "predicated on a general duty" not to interfere with Owens's contractual relationship with Cigna. (Ret. at 14–15). But, as Defendants have explained, Plaintiffs' argument ignores the fact that Owens's claim is premised on the theory that he was injured by Defendants' alleged failures to (a) honor a duty to bill his insurer instead of him, and (b) bill at rates set forth only in the agreement between Defendants and the insurer. (Pet. Br. at 18 (citing Appx. 270–276; 278–280)). Indeed, even Plaintiffs cannot avoid conceding this point several times in their brief. (*See*, *e.g.*, Ret. at 4 (alleging that, had the insurers been billed, the "patients' insurers would have paid their medical bills"); *id.* at 5 (conceding that "the complaint

---

[10] *See also Bennett*, 444 S.C. at 470, 908 S.E.2d at 116 (direct benefit estoppel applies when the nonsignatory has "maintained" that provisions of the contract "should be enforced *to benefit* him") (emphasis added); *Long*, 453 F.3d at 628 (explaining that, under the "direct benefit" test, "a non-signatory will be estopped when his underlying claims *seek* a 'direct benefit' from the contract containing the arbitration clause") (emphasis added) (internal quotation marks omitted); *Noble Drilling,* 620 F.3d at 473 (direct benefits estoppel applies when the nonsignatory "seek[s] to enforce the terms of that contract or assert[s] claims that must be determined by reference to that contract").

alleges that Mary Black had contracts with patients' health insurance requiring Mary Black to bill insurance and governing the billing rates for various medical treatments")).

Neither the majority, nor Plaintiffs, identify a specific source of any duty for Mary Black to bill the insurer directly, and at specific discounted rates, other than the Cigna Agreement. Nor could they. There is no duty, legal or contractual, for Defendants to submit bills to, and seek reimbursement from, a health insurer like Cigna *other than* the alleged terms in Defendants' agreements with those insurers. (Pet. Br. at 18). South Carolina law does not recognize a general duty for healthcare providers to submit bills to insurance providers under South Carolina law. *See id.* (citing *Beverly v. Grand Strand Reg'l Med. Ctr., LLC*, 429 S.C. 502, 514–15, 839 S.E.2d 468, 474 (Ct. App. 2020), *aff'd*, 435 S.C. 594, 869 S.E.2d 812 (2022); *Wogan v. Kunze*, 366 S.C. 583, 605, 623 S.E.2d 107, 119 (Ct. App. 2005), *aff'd as modified*, 379 S.C. 581, 666 S.E.2d 901 (2008)). And Owens does not allege any duty for Mary Black to bill Cigna, or to bill or accept discounted rates, arising from *his* insurance policy with Cigna (much less any breach of any such duty, which a tortious interference claim requires). That duty can only arise, therefore, from the terms of the Cigna Agreement.

This fact distinguishes Owens's claims from the claims of the plaintiffs in cases like *Weaver* and *Malloy*, on which Plaintiffs principally rely. In those cases, the terms of any underlying contract were completely independent of a separate recognized duty arising under the law forming the basis of the tort claims being pursued. In *Weaver*, for example, the plaintiff brought claims for negligence and for negligent and intentional infliction of emotional distress against a residential care facility that allegedly allowed the plaintiff's grandmother (a resident) to be "dismembered by an alligator." 431 S.C. at 227, 847 S.E.2d at 271. Rejecting the argument that the plaintiff was bound to the arbitration clause in her grandmother's residency agreement, the Court of Appeals held that plaintiff's claims "rel[ied] on general tort duties owed by Appellants to

everyone" and "not any provision of the residency agreement." *See id.*, 431 S.C. at 232, 847 S.E.2d at 273.[11]

Likewise, in *Malloy*, the plaintiff brought a claim against Merrill Lynch for tortious interference with inheritance in connection with a dispute over the alleged diversion of assets in an estate plan. Merrill Lynch moved to compel the plaintiff to arbitrate his claims pursuant to the arbitration provision in agreements it had with the third-party decedent. *See Malloy*, 409 S.C. at 561, 762 S.E.2d at 692. But, unlike here, the Court in *Malloy* refused to compel arbitration because: (1) the plaintiff was not attempting to exploit any particular term in, or benefit created by, the agreement between itself and the decedent; but, instead, (2) brought claims based on the alleged violation of a separate duty under the law for a party not to tortiously interfere with an estate's assets..

Here, by contrast, there is no other general duty giving rise to Owens's claim. The duties alleged to exist and to have been breached by Mary Black arose only from a contractual duty created in the Cigna Agreement. Indeed, Plaintiffs allege no other source of a duty and the Court of Appeals majority did not identify one. Plaintiffs also fail to identify the source of such a duty in their Respondents' Brief.

Thus, as Defendants have explained, the issue in this case is exactly like the one faced by the Fourth Circuit in *Long*. There, as here, nonsignatory plaintiffs attempted to avoid arbitration

---

[11] The Court of Appeals appears to have applied similar analysis in another case raised by Plaintiffs, *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 813 S.E. 292 (Ct. App. 2018). In addition, that case involved a number of irrelevant issues, such as whether a residency admission agreement and the arbitration agreement that defendants sought to enforce were "merged" or "intertwined" under South Carolina Law. Plaintiffs, therefore, strip the court's statement that "because Respondents are not suing for a breach of the Admission Agreement, they are not attempting to enforce that agreement" from its context. (Ret. at 13 (quoting *Hodge*, 422 S.C. at 563, 813 S.E. 2d at 302)). As the court there said, "because the Facility allegedly caused Mable's injuries that later led to her death, we find it difficult to find she benefited even from being admitted." *Hodge*, 422 S.C. at 563, 813 S.E. 2d at 302. Here, on the other hand, Owens's tort claim is grounded in the alleged benefits of the Cigna Agreement that he seeks to obtain.

by pleading (among other things) an "interference with contract" claim. But there, as here, that claim was "dependent upon their allegation that [the nonsignatory defendant] breached a duty created solely by [the contract], for without the alleged breach of the [contract]," the plaintiffs "would have no cause to complain." *Id.* Thus, the Fourth Circuit looked at the substance of the underlying claims to determine whether the claims are based on the alleged breach of the obligations and duties created by a contract containing the arbitration provision, "regardless of the legal label assigned to the claim." *Id*. at 627-628 (citing *J.J. Ryan & Sons, Inc. v. Rhone Poulenc Textile, S.A.*, 863 F.2d 315, 319 (4th Cir. 1988)). Accordingly, it did not matter that the intentional interference claim is "phrased in tort" because, "at root," Owens's claims "attempt to hold" Defendants "to the terms of" the Cigna Agreement. *Long*, 453 F.3d at 630 (internal quotation marks and brackets omitted); *see also Zabinski*, 346 S.C. at, 597, 553 S.E.2d at 118–19 (explaining that, when deciding "whether an arbitration agreement encompasses a dispute, a court must determine whether the factual allegations underlying the claim are within the scope of the broad arbitration clause, regardless of the label assigned to the claim").

The Fourth Circuit is no outlier. Other courts have rejected similar attempts to mask claims that sound in contract as tortious interference claims in order to avoid arbitration. *See*, *e.g.*, *Hughes Masonry*, 659 F.2d at 840 (holding that the plaintiff was "estopped from repudiating the arbitration clause" in a case where it "attempted to characterize alleged failures to perform various [contractual duties] as tortious interferences with its contractual relations"); *Courtland Bldg. Co.*, 403 S.W.3d at 271 ("If a nonsignatory could sue for breach of a contract and avoid application of the contract's arbitration provision simply by adding an alternative, non-contractual cause of action, then direct benefits estoppel would cease to be an equitable doctrine, and would be reduced to a mere rule of pleading.").

Here, as in those cases, Owens's theory of liability is that he was harmed, and is entitled to recover, because Defendants denied him the benefit of the terms in the Cigna Agreement, including the benefit that Defendants bill his insurance carrier directly and do so at the discounted rates Defendants allegedly agreed to accept in its agreement with the insurance carrier. His claims "arise solely" from the agreement between Mary Black and the insurance carrier, and Defendants' liability "must be determined by reference to those agreements." *Wilson*, 426 S.C. 343 (internal quotation marks omitted).

C. Plaintiffs admit to engaging in artful pleading to avoid arbitration.

Defendants have explained that by permitting Plaintiffs to obscure the substance of their claims through artful pleading will encourage gamesmanship and invite confusion and inconsistency in South Carolina law. (Pet. Br. at 20, 23–24). Rather than deny this, Plaintiffs expressly concede that they pleaded their case in the way they did—rather than suing directly under agreements like the Cigna Agreement—"to avoid arbitration" and argue that such "artful pleading" should be allowed because "there is nothing wrong with litigants wanting to avoid arbitrating claims." *Id.* at 17. This Court should not tolerate such naked gamesmanship.

To begin with, Plaintiffs argue that "artful pleading" has "long" been "recognized" as "critically important" and one of "the lawyer's most critical skills." (Ret. At 14–15). Plaintiffs misunderstand the meaning of the phrase. In proper context, "artful pleading" describes when a plaintiff "artfully (i.e., *misleadingly*)" omits or disguises facts to obscure the true nature of a claim. *Sullivan v. Am. Airlines, Inc.*, 424 F.3d 267, 271–72 (2d Cir. 2005) (emphasis added); *see also*, *e.g.*, Black's Law Dictionary (12th ed. 2024) (defining "artful pleading" as "[a] plaintiff's disguised phrasing of a federal claim as solely a state-law claim in order to prevent a defendant from removing the case from state court to federal court"); *Pueschel v. U.S.*, 369 F.3d 345, 355 (4th Cir. 2004) (explaining that parties may not "frustrate the goals of *res judicata* through artful pleading").

As such, "artful pleading" is actually an exception to the well-pleaded complaint rule, allowing courts to look past the allegations of the complaint when a plaintiff strategically omits facts or otherwise disguises a claim for tactical advantage.

And Plaintiffs here *admit* to doing exactly that. They say that they styled their claim in tort "to avoid arbitrating claims," asserting that there is "nothing wrong" with such artful pleading. (Ret. At 15). Courts, however, disagree. For example, the Texas Supreme Court has held in similar circumstances that "recast[ing]" a contract claim as a "tortious interference claim" is a disfavored tactic because it "could be used to forestall arbitration" in violation of the FAA's requirement that arbitration agreements be placed "'on equal footing with other contracts.'" *In re Vesta Ins. Grp., Inc.*, 49 Tex. Sup. Ct. J. 445, 192 S.W.3d 759, 762 (2006) (quoting *E.E.O.C. v. Waffle House, Inc.*, 534 U.S. 279, 293 (2002)); *see also Grigson v. Creative Artists Agency LLC*, 210 F.3d 524, 526 (5th Cir. 2000) (explaining that parties may not "avoid" arbitration agreements "by casting their claims in tort, rather than contract"). Or, as the Fourth Circuit more bluntly put it, Plaintiffs "*may not* use artful pleading to avoid arbitration." *Long*, 453 F.3d at 630 (emphasis added) (internal quotation marks and brackets omitted).

In short, Plaintiffs admit to doing the very thing that should concern the Court—misleadingly alleging their claim in tort to avoid the arbitration clause in an agreement they plainly seek to enforce. For all the reasons that other courts (including the Fourth Circuit) have refused to allow such conduct, this Court should not condone Plaintiffs' misleading attempt to plead themselves out of arbitration.

II. Plaintiffs Do Not Meaningfully Address or Distinguish *Bennett*.

As Defendants explained, the majority's decision cannot be reconciled with the same panel's unanimous decision in *Bennett*, for a number of reasons. (Pet. Br. at 13–14, 21–23).

Tellingly, Plaintiffs do not address *Bennett* until page 15 of their 20-page brief. And, once they do address the case, they do not even try to address the multiple conflicts identified by Defendants.

Plaintiffs do not explain, for example, how the unjust enrichment claim in *Bennett* can be meaningfully distinguished from the same claim here. Thus, neither the majority, nor Plaintiffs, have an answer as to how two claims—each positing the same theory of liability based on indistinguishable material allegations—can lead to opposing outcomes on the application of direct benefits estoppel. (Pet. Br. at 21–23).

For example, Plaintiffs here alleged—just like the plaintiffs in *Bennett*—that it would be unjust for Defendants to retain certain unidentified funds "because payment for the services provided should have come from the health insurance carriers of Plaintiffs and the Class Members, with the amount to be paid for services provided determined *by the contracts between Defendants and patients' health insurance carriers*." (Appx. 278, ¶ 73 (emphasis added); *see also* Case No. 2021-001342, R. 46 ¶ 73 (Bennett complaint alleging that '[h]ad Defendant followed the terms of the [agreement with plaintiffs' health insurance carriers], it would have receive less money for these services")). Accordingly, the panel's holding in *Bennett* that the claim there is "based on an alleged duty arising *solely* from the terms of the Provider Agreement" cannot be squared with the majority's unexplained holding, embraced here by Plaintiffs, that Plaintiff's unjust enrichment claim in this case "does not rely" on those agreements at all. (Panel Op. at 11). To this, Plaintiffs have no response.

Other conflicts in the decision are similarly unanswered. In the Petitioners' Brief, for example, Defendants explained that the two decisions conflict on the central issue of how a court is to determine whether, or when, direct benefits estoppel applies. (Pet. Br. at 13–14). Similarly, Defendants explained how the two decisions conflict as to whether alleged discounts between a health insurer and a provider suffice as a direct benefit. (Pet. Br. at 14). And Defendants explained

how the two decisions conflict as to the relevance, and timing, of the plaintiffs' knowledge of the agreements between a health insurer and provider to the direct-benefits-estoppel analysis. (*Id.*). Plaintiffs offer no justification for the Court of Appeals claim-counting theory—under which a party can avoid arbitrating an otherwise arbitrable claim by also alleging an inarbitrable claim. Plaintiffs offer no support for such an approach in South Carolina law, and to not address that such position contradicts established United States Supreme Court precedent, and invites still more gamesmanship. (*Id.* at 24–25).

Plaintiffs respond to none of this, and their silence speaks volumes. Instead, Plaintiffs' efforts to distinguish the cases rely exclusively on their misleading allegations and "artful" pleading. (Ret. at 15 ("[T]he different outcomes reached in similar facts result in differences in how the plaintiffs framed their cases in the pleadings…."). Accordingly, these two cases can only be distinguished by condoning Plaintiffs' gamesmanship and ignoring multiple irreconcilable conflicts. This Court should affirm, therefore, that—as in *Bennett*—direct benefit estoppel requires Owens to arbitrate his claims.

III. Plaintiffs Offer No Support for the Majority's Misguided Interpretation of the Class Action Waiver Clause in the Cigna Agreement.

As Defendants explained, the Court of Appeals' majority interpreted a class arbitration waiver clause in the Cigna Agreement to work exactly backwards. (Pet. Br. at 24–26). That is, rather than effecting the parties' intent of requiring all disputes to be resolved by individual arbitration, the majority's interpretation would read the clause as *preventing* arbitration whenever a party attempts to allege a basis for class procedures. As Defendants explained, this reading defies the plain language of the agreement, United States Supreme Court precedent, and the Federal Arbitration Act. (*Id.*).

To all that, Plaintiffs' main response is that, because Owens is not "a party" to Cigna Agreement, he cannot be bound to that agreement's arbitration clause. (Ret. at 18–19 (arguing

that, as a non-party, Owens "neither contracted for arbitration nor agreed to any rules for conducting arbitration")). Plaintiffs confuse the issues. The question is not whether Owens is bound to the Cigna Agreement—that is the whole point of direct benefits estoppel. The issue is, assuming Owens is subject to arbitration, whether the plain language of that agreement's arbitration clause can be plausibly read to allow class litigation or proceedings. And Plaintiffs do not mount any meaningful defense of that interpretation. Nor do they distinguish the cases in which other courts had held such an interpretation to be implausible. (Pet. Br. at 25–26 (citing *Bouskos v. J.P. Morgan Chase Bank, N.A.*, No. 1:19-cv-01321, 2020 WL 8483909, *5 (E.D. Cal. Dec. 21, 2020)).

To be sure, Plaintiffs try to address the United States Supreme Court decision in *Epic System Corp. v. Lewis*, 584 U.S. 497, 506 (2018), by arguing that case can be distinguished because (once again) Owens is not a party to the Cigna Agreement and because that case involved an employee/relationship. (Ret. at 19).

Plaintiffs misunderstand *Epic Systems*' relevance here. The United States Supreme Court's discussion of class waivers in that case supports Defendants' interpretation of class waiver in the Cigna Agreement. As the Court explains, such waivers are commonly interpreted as reflecting the parties' intent to enjoy "the traditionally individualized and informal nature of arbitration" by limiting resolution of disputes to individualized procedures. *Id.*. at 508. Class or collective action procedures, by contrast, tend to make "the process slower, more costly, and more likely to generate procedural morass." *Id.*

Plaintiffs, on the other hand, offer no plausible counter-explanation for why the class waiver in the Cigna Agreement would have the meaning given to it by the majority. That Owens is not a party to the agreement, or that Owens is not Defendants' employee, has nothing to do with any of this.

The plain terms of the Cigna Agreement provide that arbitration is the exclusive forum for resolution of disputes and that a party subject to those terms may only pursue individual claims. Neither the majority, nor Plaintiffs, offer a plausible reading to the contrary. And because the reading advanced by the majority invites conflict with United States Supreme Court precedent and the Federal Arbitration Act, this Court should reverse the Court of Appeals majority's implausible interpretation of the Cigna Agreement's provision waiving class arbitration.

CONCLUSION

For these reasons, and for the other reasons provided in Defendants' Petitioners' Brief, Defendants respectfully request that the Court reverse the Court of Appeals and hold that, under the doctrine of direct benefits estoppel, Owens must arbitrate his claims.

s/James Lynn Werner
James Lynn Werner; SC Bar No. 6029
Katon E. Dawson Jr.; SC Bar No. 101167
PARKER POE ADAMS & BERNSTEIN LLP
1221 Main Street, Suite 1100
Post Office Box 1509 (29202)
Columbia, South Carolina 29201
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
jimwerner@parkerpoe.com
katondawson@parkerpoe.com

Attorneys for Petitioner

September 25, 2025
Columbia, South Carolina