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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable R. Kirk Griffin, Circuit Court Judge

Appellate Case No. 2025-002020

Joshua Hawkins…….....Appellant,

v.

American Airlines and Expedia…….....Respondents.

BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

1. Did the Magistrate Court err in dismissing claims against Expedia when the circuit court ruled appellant was free to bring those claims in Magistrate Court pursuant to Expedia's terms?

2. Is American judicially estopped from arguing appellant may not bring a Montreal Convention Claim when American previously argued appellant should bring a Montreal Convention Claim?

3. Did the Circuit Court err in affirming the Magistrate Court's dismissal based on splitting causes of action when no causes of action have ever been split and where the Montreal Convention claim against American was not brought until after American argued it was the proper claim to bring?

STATEMENT OF THE CASE

Appellant filed suit in Circuit Court in 2020 against Expedia and American Airlines. American moved to dismiss, arguing Appellant must file a Montreal Convention claim instead of the causes of action Appellant had set forth in that lawsuit. Expedia moved to dismiss, arguing Appellant must proceed pursuant to Expedia's terms, which allow arbitration or litigation in Magistrate Court. The Circuit Court granted the motions, agreeing with American as to the Montreal Convention, and holding that Appellant was free to bring claims against Expedia in Magistrate Court. Appellant appealed the Circuit Court's rulings, and this Court affirmed those rulings.

Because the Circuit Court ruled that Appellant should proceed through a Montreal Convention claim and ruled that Appellant may bring claims against Expedia in Magistrate Court, Appellant filed suit in Magistrate Court against both defendants. In the new case, American took the new position that Appellant split the Montreal Convention claim that American previously argued Appellant should bring, even though no such claim had previously been brought or split. Expedia also moved to dismiss, even though its own terms allow customers to bring claims in Magistrate Court and even though the Circuit Court explicitly ruled Appellant was free to bring claims in Magistrate Court.

The Magistrate Court granted both of Respondents' motions in spite of the Circuit Court's prior rulings, and Appellant appealed to the Circuit Court. The Circuit Court affirmed the Magistrate Court's dismissal, and Appellant timely filed a SCRCP 59(e) motion, which was denied. Appellant timely filed a notice of appeal.

STANDARD OF REVIEW

Whether a motion to dismiss should be granted is a question of law. Questions of law are decided *de novo*, meaning that "a reviewing court is free to decide questions of law with no particular deference to the trial court." *Personal Care, Inc. v. Theo*, 426 S.C. 78 S.E.2d 281 (Ct. App. 2019). In reviewing a South Carolina Rule of Civil Procedure, the Court applies the same rules of construction used in interpreting statutes. *Green v. Lewis Truck Lines, Inc*., 314 S.C. 303 (1994). "If the rule's language is plain, unambiguous, and conveys a clear meaning, interpretation is unnecessary, and the stated meaning should be enforced." *Maxwell v. Genez*, 356 S.C. 617 (2003).

FACTUAL BACKGROUND

In 2019, Appellant purchased an airline ticket through Expedia to travel to New Zealand on flights operated by American Airlines and its partners. When Appellant arrived at Greenville-Spartanburg International Airport for his first flight, he learned the flight was delayed because American did not sufficiently staff the GSP location. After hours of delay, American got Appellant to Dallas, the sight of his connecting flight. However, American, along with the hours-long delay, lost Appellant's luggage containing equipment specific to Appellant's trip. American also refused to perform under the terms of its contract related points that Appellant earned with American. Every time Appellant inquired about the points during the delay at the airport and during telephone calls, American directed Appellant somewhere else in an effort to avoid the obligations of American's own terms.

When Appellant finally arrived in Dallas, Appellant was told he would not be allowed to board his flight to New Zealand, even though Appellant paid for the flight and American had already delayed Appellant and lost Appellant's luggage. Eventually, Appellant convinced airline staff to allow him to board the flight he had paid for. While in the air, flight staff announced the plane would land in an entirely different city (Brisbane) than its destination (Sydney). Upon landing, airline staff distributed cards resembling debit cards, and customers were led to believe the cards contained compensation for the horrific and unnecessary delays and inconvenience described thus far. Consistent with prior conduct, this was a lie, the cards had no value, and by all indications, the distribution of the cards was a deceptive ploy to get delayed customers out of the way after being jerked around for the better part of a day and taking them to the wrong city.

Because of the disaster created by Expedia and American, the loss of and damage to Appellant's luggage, and the issuance of a worthless and deceptive reimbursement card, Appellant

was forced to purchase clothes and gear when he finally arrived in New Zealand. Appellant did not receive his luggage that American lost for several days, and American never compensated Appellant for the delay or the damage to baggage, breaching its terms and agreement with Appellant.

When Appellant filed the first action, American argued Appellant was required to bring a claim pursuant to the Montreal Convention and Expedia argued Appellant must arbitrate.[1] That lawsuit was dismissed without prejudice pursuant to Respondents' motions. The Circuit Court entered two separate orders, ruling the proper claim for Appellant to file against American is a claim under the Montreal Convention and that pursuant to Expedia's terms, Appellant may either arbitrate claims against Expedia or litigate those claims in Magistrate Court. None of the claims against either party were ever litigated on their merits or dismissed with prejudice.[2]

Appellant then filed an action in Magistrate Court pursuant to the Circuit Court's ruling in the previous case, and Respondents moved to dismiss, even though they had gotten what they sought in the first action – a Montreal Convention claim and the forum of Magistrate Court. The Magistrate Court granted the motions, and Appellant appealed to the Circuit Court because the Magistrate Court's order contradicted prior orders for both Respondents and also contradicted the law. For example, the Magistrate Court order ignored that dismissal of American was without prejudice[3] and that Appellant was free to bring claims against Expedia in Magistrate Court,

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[1] It is undisputed, and the Circuit Court has ruled, that Expedia's terms allow claims to be arbitrated or brought in Magistrate Court.

[2] Appellant appealed the rulings of the Circuit Court in that case, and while that appeal was pending, filed a single action in Magistrate Court pursuant to the ruling of the Circuit Court that the proper action against American is through the Montreal Convention and the proper forum for claims against Expedia is in Magistrate Court.

[3] As set forth below, dismissals pursuant to SCRCP 12(b)(6) are generally without prejudice. *Spence v. Spence*, 628 S.E.2d 869 (2006). This is underscored by the fact that the Circuit Court was sure not to include "with prejudice" in the order dismissing American. In the order dismissing

pursuant to Expedia's terms.[4] The Magistrate Court also ignored the fact that Respondents acknowledged Appellant had claims that could be litigated. American stated in open Court that American was not saying Appellant could not have a trial, only that the Appellant bring must litigate his grievance through a Montreal Convention claim.[5]

After Appellant properly appealed the Magistrate Court decision, the Circuit Court upheld the Magistrate Court's dismissal and asked Respondents for proposed orders. Respondents submitted proposed orders, and Appellant objected to each of the orders because the language and rulings violated established case law, the orders were merely self-serving documents, and, of course, the proposed orders contradicted prior Circuit Court rulings that were affirmed by this Court on appeal.

Appellant timely filed a SCRCP 59(e) motion, which the Circuit Court denied, and this appeal followed. Appellant respectfully request that this case be remanded back to the Magistrate Court for a trial on the merits.

ARGUMENTS

Multiple errors of law in the Magistrate Court order and the Circuit Court's adoption warrant reversal. The ruling adopts the dismissal of claims against Expedia, which is the opposite of the Circuit Court previously ruled, based on Expedia's own terms. The ruling is also inconsistent with established law that claims may be brought and litigated on their merits if there has been no prior determination on the merits, and *res judicata* does not apply to the claims. It is black letter

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Expedia, the court did include "with prejudice," with the caveat that the plaintiff "is free to bring these claims…in the South Carolina Magistrate's Court."

[4] The Court of Appeals determined that under the two-issue rule, the Circuit Court's order was the law of the case, and the Circuit Court's order unambiguously stated the plaintiff "is free to bring these claims…in the South Carolina Magistrate's Court."

[5] See also, American's motion to dismiss from the first case.

law that claims previously dismissed *without* prejudice may be brought in another action, as long as the statute of limitations has not run.

Appellant respectfully submits that none of the causes of action brought below have ever been split, and the Montreal Convention claim against American was never brought at all until after American argued that a Montreal Convention claim was the proper claim for Appellant to bring. Appellant's Montreal Convention claim has never been litigated, and the Magistrate Court's dismissal of the claim was error.

The Magistrate Court's ruling and the Circuit Court's adoption violate several of Appellant's constitutional rights, including the right to a jury trial under Article I, Section 14 of the South Carolina Constitution and the Seventh Amendment of the United States Constitution, rights to Due Process and Equal Protection, and other rights.

I. The Circuit Court ordered that Appellant "is free to bring…claims [against Expedia]…on an individual basis in the South Carolina Magistrate's Court."

After the Circuit Court ruled that Appellant "is free to bring these claims…in the South Carolina Magistrate's Court" against Expedia, a ruling affirmed by this Court, Appellant proceeded accordingly and brought claims against Expedia in the Magistrate Court. Expedia never challenged that ruling. See *Renaissance Enterprises, Inc. v. Summit Teleservices, Inc*., 334 S.C. 649, 652 (1999) and *Herron v. Century BMW*, 387 S.C. 525 (2010). The ruling was consistent with Expedia's terms of use; a fact Expedia does not dispute. Claims against Expedia have never been litigated on their merits. If left uncorrected, the Circuit Court's adoption of the Magistrate Court's erroneous ruling bars Appellant from ever litigating those claims, even though they have never been litigated on their merits and even though the Circuit Court previously ruled that Appellant may litigate them in Magistrate Court.

None of the preemption arguments or doctrines argued by American pursuant to the Airline Deregulation Act or any other authority apply to Expedia. The Magistrate Court was required to take the facts and allegations of the complaint as true, and deny a motion to dismiss if Appellant would be "entitle[d]…to any relief on any theory of the case." *Toussaint v. Ham*, 357 S.E.2d 8 (1987). Appellant set forth many facts about Expedia's conduct which support liability for negligence, violation of the Unfair Trade Practices Act, and breach of contract accompanied by fraudulent act. The Magistrate Court failed to take those allegations and facts as true and failed to apply the rule in *Toussaint* and its progeny. Those cases and the Circuit Court's ruling that Appellant may litigate his claims in Magistrate Court required the Magistrate Court to deny a motion to dismiss.

II. Appellant properly asserted the Montreal Convention claim that American argued Appellant should bring in Magistrate Court, and other causes of action previously brought were dismissed without prejudice.

"When a complaint is dismissed under Rule 12(b)(6) for failure to state facts sufficient to constitute a cause of action, the dismissal generally is without prejudice." *Spence v. Spence*, 628 S.E.2d 869 (2006). See also *Sealy v. Dodge,* 289 S.C. 543, 347 S.E.2d 504 (1986); *Hennegan v. Atlantic Coast Line R. Co.,* 211 S.C. 357, 45 S.E.2d 331 (1947): "Dismissal of a complaint does not bar a subsequent action brought before expiration of the statute of limitations if the dismissal is based merely on the insufficiency of the complaint." It is well-established that a cause of action not previously brought or dismissed with prejudice may be litigated on its merits.

American sought a dismissal of the first case, where the Montreal Convention claim was not brought or litigated, pursuant to SCRCP 12(b)(6). A dismissal pursuant to SCRCP 12(b)(6) "is

in nature…discontinuance of action and is not an adjudication on the merits." *Spence*.[6] In dismissing the first case against American, there was no deviation from the well-settled rule that dismissals pursuant to SCRCP 12(b)(6) are "generally…without prejudice." *Id*. This is made crystal-clear by the fact that the Circuit Court entered two separate orders. The order dismissing Expedia stated "[n]otwithstanding that this dismissal is with prejudice, the Plaintiff is free to bring these claims…on an individual basis in the South Carolina Magistrate's Court in accordance with the Terms of Use…" In contrast, the Court was sure not to include such language in the order dismissing American, and in no way indicated any intention to deviate from the well-settled rule that "[d]ismissal of a complaint does not bar a subsequent action brought before expiration of the statute of limitations if the dismissal is based merely on the insufficiency of the complaint." *Hennegan v. Atlantic Coast Line R. Co.,* 211 S.C. 357, 45 S.E.2d 331 (1947). See also, *Spence v. Spence*, 628 S.E.2d 869 (2006).

It should also be noted that the Magistrate Court dismissed Appellant's claims without considering facts set forth in the complaint supporting causes of action or assuming those facts to be true, as required by law. *Toussaint v. Ham,* 292 S.C. 415, 416, 357 S.E.2d 8, 9 (1987). A motion to dismiss should not be granted "if facts alleged and inferences reasonably deducible therefrom would entitle the plaintiff to any relief on any theory of the case." *Id*.

III. No causes of action have been split.

Appellant's Montreal Convention claim against American has never been litigated, tried, and certainly not split. American's entire argument in the first case was that Appellant's common law

[6] This puts American's *res judicata* argument to rest because *res judicata* requires an adjudication on the merits. *Spence* confirms that there is no adjudication of a claim dismissed pursuant to SCRCP 12(b)(6).

State Court claims against it were preempted, and that Appellant must bring a claim under the Montreal Convention. American even proclaimed in open Court that it did not take the position Appellant could not have a trial, only that Appellant must bring a claim pursuant to the Montreal Convention. The Court agreed with American and dismissed the case without prejudice. American never challenged that ruling, which was affirmed on appeal.

When Appellant brought the exact claim that American argued Appellant should bring, American changed its position, and argued, incorrectly, that Appellant *could not* bring a Montreal Convention claim. American is estopped from taking those inconsistent positions. In *Quinn v. Sharon Corp*., 540 S.E.2d 474 (Ct. App. 2000), this Court addressed litigants arguing inconsistent positions:

> The supreme court expressly adopted the doctrine of judicial estoppel, as it relates to matters of fact, in the case of *Hayne Federal Credit Union v. Bailey,* 327 S.C. 242, 489 S.E.2d 472 (1997). The doctrine precludes a party from adopting a position in conflict with one previously taken in the same or related litigation. *Id*

Hayne Federal Credit Union v. Bailey addressed a scenario where a party was estopped from taking conflicting positions on matters of fact. Here, American should estopped from taking conflicting legal positions, because aside from being incorrect, American should not be allowed to take diametrically opposed positions as to whether Appellant should seek redress through a Montreal Convention cause of action – a cause of action that was never brought prior to this appealed action,[7] and a cause of action that has never been split. American argued Appellant's only vehicle for relief was a Montreal Convention cause of action, and the Circuit Court and this Court agreed. It was therefore error for the Magistrate Court to dismiss that cause of action based

[7] *Res judicata*, through claim-splitting or any other theory, cannot apply unless there is an issue or claim for which "there was a prior adjudication." *Pye v. Aycock*, 480 S.E.2d 455 (Ct. App. 1997).

on claim-splitting, for multiple reasons, including that the cause of action has never previously been bought or split.

American relied on *Plum Creek v. City of Conway*, 491 S.E.2d (Ct. App. 1997) in seeking dismissal of the Montreal Convention claim American previously argued Appellant should bring, but *Plum Creek* addressed issues which are not applicable here. "…Rule 42(b), SCRCP, provides that once **a cause of action** has been pled, the court may order separate trials of multiple issues under certain circumstances…"[8] *Plum Creek Development Co. v. City of Conway*, 491 S.E.2d (Ct. App. 1997) (Emphasis added). *Plum Creek* unambiguously addresses the scenario of a single cause of action being split, not a situation where causes of action are dismissed without prejudice, and a litigant subsequently brings a different cause of action that the litigant's opposing party specifically argued the litigant should bring. In any event, no claims were adjudicated on their merits in the first case, so the adjudication element of *res judicata* is absent. *Plum Creek Development v. City of Conway*, 512 S.E.2d 106 (1999) citing *Riedman Corp. v. Greenville Steel Structures, Inc.,* 308 S.C. 467, 419 S.E.2d 217.(1992) and *Sealy v. Dodge,* 289 S.C. 543, 347 S.E.2d 504 (1986).

"Cause of action" is referred to in the singular form multiple times in the *Plum Creek* opinions. That singular and specific cause of action was never brought before American argued that it should be brought for Appellant to seek relief, and it has never been split. Appellant's Montreal Convention cause of action was brought for the first time in the Magistrate Court case, and it was error for the Magistrate Court to dismiss the unlitigated and unadjudicated cause of action that American argued Appellant should bring.

[8] Even if Appellant had attempted to split a cause of action instead of bringing a different cause of action, which American argued he must bring to seek redress, American manifested consent when it stated that Appellant may have a jury trial for a Montreal Convention claim in open Court.

The *Plum Creek* opinions, and all the cases analyzing the doctrine of *res judicata*, are very clear that the doctrine only applies to "matters actually adjudicated in the former action." *Pye v. Aycock*, 480 S.E.2d 455 (Ct. App. 1997) citing *Surety Realty Corp. v. Asmer*, 153 S.E.2d 125 (1967). The Circuit Court did not properly address the Magistrate Court's failure to address these issues when it dismissed Appellant's Montreal Convention claim. Only issues "which were adjudicated in the former suit" are subject to *res judicata*. *Plum Creek Development v. City of Conway*, 512 S.E.2d 106 (1999). The *Plum Creek* Court applied *res judicata* because the crucial element of adjudication was present. It is loudly absent here, and American does not dispute that no claims were ever adjudicated on their merits. Because SCRCP 12(b)(6) was the means of dismissal of Appellant's first case against American, Appellant is "not bar[red from bringing] a subsequent action…before expiration of the statute of limitations…" *Hennegan v. Atlantic Coast Line R. Co.,* 211 S.C. 357, 45 S.E.2d 331 (1947).

Even if American could show adjudication on the merits, even if the prior dismissal was not without prejudice, and even if American was not estopped from taking inconsistent positions, the doctrine of claim-splitting would not apply. If American's position was correct, then litigants could never litigate a case in State Court for gross negligence under the Tort Claims Act and a separate case in Federal Court pursuant to 42 U.S.C. 1983 if both cases arose from the same events. In the filings below, American has attempted to draw attention away from the fact that separate actions are sometimes litigated simultaneously, even if the cases stem from the same events. See, *Otis Owens v. Sheriff Michael Hunt, et al*., 2017-CP-02-01413, which was tried to a verdict in State Court, and *Otis Owens v. Deputy Timothy Gibson*, 9:19-cv-03411-JD-MHC, which is currently pending in Federal Court, both arising from the same events, and litigated separately

because they involve *different causes of action*. Because Appellant's Montreal Convention claim was never litigated, tried, or split, it was error for the Magistrate Court to dismiss it.

IV. The Magistrate Court's dismissal deprived Appellant of constitutionally protected rights.

a. The South Carolina Constitution.

Article I, § 14 of the South Carolina Constitution guarantees a jury trial, and requires the right to a jury trial be preserved "inviolate." Article I, § 9 requires that every person "have a speedy remedy" in the courts "for wrongs sustained." The Magistrate Court's dismissal of Appellant's Montreal Convention claim without litigation on the merits violates these constitutional guarantees. The Montreal Convention claim against American is a codification of basic tort law based on negligence and breach of contract. Where claims existed in common law, as negligence and breach of contract did, the right to a jury trial must be preserved. *Pelfrey v. Bank of Greer*, 244 S.E.2d 315 (1978). The claims against Expedia also existed at common law, and Appellant has a constitutional right to have a jury decide those claims as well.

The South Carolina Constitution also guarantees that no "person shall be denied the equal protection of the laws." S.C. Const. Art. 1, § 3. *Doe v. Amer. Red Cross Blood Servs., SC Region* 377 S.E.2d 323 (1989). Dismissal of American violates the Equal Protection guarantee of the South Carolina Constitution because it allows American unfair bargaining power. The Montreal Convention and dismissal of this action means that American has the power to engage in litigation without the same limitations imposed on it as those who have been wronged by American.

The Magistrate Court's dismissal violated Appellant's right to procedural and substantive due process. "Procedural due process imposes constraints on governmental decisions which deprive individuals of liberty or property interests within the meaning of the Due Process Clause of the Fifth or Fourteenth Amendment of the United States Constitution." *Kurschaner v. Camden*

Planning Com'n, 656 S.E.2d 346 (2008). The Magistrate Court's dismissal violated Appellant's right to procedural due process.

"Substantive due process protects a person from being deprived of life, liberty or property for arbitrary reasons." *Worsley Companies v. Town of Mt. Pleasant*, 528 S.E.2d 657 (2000). American and Expedia both deprived Appellant of these rights for not only arbitrary, but nefarious reasons. The Magistrate Court not only endorsed these deprivations by issuing an unconstitutional dismissal but also deprived Appellant of liberty, as the rights to a jury trial, equal protection, and due process are constitutionally guaranteed. The Magistrate Court violated Appellant's rights to those liberties when it dismissed Appellant's claims, which have never been adjudicated on their merits, and deprived Appellant of any recourse whatsoever for the defendants' tortious conduct.

b. The United States Constitution.

The right to a jury trial is so important that it should be scrutinized with utmost care. *Dimick* v. *Schiedt,* 293 U. S. 474, 486 (1935). The Seventh Amendment's jury trial guarantee applies to all "Suits at common law, where the value in controversy shall exceed twenty dollars." There is no limitation to suits in federal court, and only where federal court has jurisdiction may a plaintiff file a suit in federal court. The Seventh Amendment guarantees the right to a jury trial in *all* suits at common law, as long as the amount in controversy exceeds twenty dollars.

Most suits cannot be brought in federal court, and it cannot seriously be argued that the framers included the jury trial guarantee in the body of the Constitution and the Bill of Rights if they did not intend for it to be, in fact, a guarantee and an inalienable right. Appellant respectfully submits that the ruling in *Pelfrey v. Bank of Greer*, 244 S.E.2d 315 (1978) should have applied the plain language of the United States Constitution, which contains no limitation on the jury trial

right to cases in federal court, instead of implying the Seventh Amendment only applies to cases in federal court. The framers might describe the manufactured limitation as outrageous.

When the Seventh Amendment was enacted, most claims exceeding twenty dollars could not be brought by common citizens because federal district courts were not created until 1789, two years after the Constitution was ratified. The Seventh Amendment does not contain an exception or language limiting the right to cases litigated in federal court, and as Alexander Hamilton noted in 1788, both "friends and adversaries of the plan of the constitutional convention" agreed, if on nothing else, on the fundamental importance of the right to trial by jury.

In *Neder v. United States,* 527 U.S. 1, 30, 119 S.Ct. 1827, 1844 (1999), the United States Supreme Court acknowledged that the right to a jury trial is so important that it is the only right to appear in both the Bill of Rights and the body of the Constitution. A limitation of the Seventh Amendment guarantee to cases in federal court leads to the result of a jury trial being guaranteed by the U.S. Constitution when a negligence claim is litigated in federal court, for example, in a diversity car wreck case, but not if the same case is litigated between two South Carolina residents in State Court.

The Airline Deregulation Act and Montreal Convention themselves are unconstitutional because they unfairly limit the right to a jury trial, violate the right to equal protection, and violate the right to due process.[9] But in addition to that, it is clear from the history of the formation of the United States Constitution and the plain language of the document, that its guarantee extends to Appellant's claims, and is meant to ensure fairness in seeking redress against Respondents. The

[9] Guarantees of equal protection and due process under the United States Constitution are very similar to those guarantees under the South Carolina Constitution. The Airline Deregulation Act, the Montreal Convention, and the Magistrate Court's order violate these guarantees under both constitutions.

Magistrate Court violated that right when it dismissed Appellant's case without any of the claims ever being litigated on the merits and without a jury hearing the case.

CONCLUSION

Respondents sought dismissal of the first case in Circuit Court based on Federal Preemption for American Airlines (meaning claims must be brought through the Montreal Convention) and based on an arbitration/Magistrate Court litigation clause for Expedia. Respondents got what they asked for in Circuit Court, and pursuant to the Circuit Court's ruling, Appellant sought redress through a Montreal Convention as to American and filed the case in Magistrate Court pursuant to Expedia's terms. The Court of Appeals then affirmed orders endorsing American's argument that Appellant should proceed through a Montreal Convention cause of action and that per Expedia's terms, Magistrate Court was an appropriate litigation forum.

The Magistrate Court's order, and the Circuit Court's adoption of the order, violates the Circuit Court's prior order, is inconsistent with the law, and constitutes reversible error. The decision in the Court below violates Appellant's rights guaranteed by the constitutions of South Carolina and the United States. Appellant therefore respectfully requests that this case be remanded to the Magistrate Court for trial on the merits.

Respectfully submitted,

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CERTIFICATE OF COUNSEL

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The undersigned certified that this Final Brief complies with Rule 211(b), SCACR.

Greenville, South Carolina
March 12, 2026

Respectfully submitted,

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