

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

FEB 21 2014

Appeal from Beaufort County Court of Common Pleas
Marvin H. Dukes, III, Master-in-Equity

SC Court of Appeals

MI 358

Appellate Case No. 2013-001808

Samuel H. Pruett, as Personal Representative for the Estate of
Yvonne Carrie Pruett,Respondent,

v.

Brookdale Senior Living, Inc., Southern Assisted Living, LLC, d/b/a Carolina House of Hilton
Head, and Sonia S. King.....Defendants,

Of whom Brookdale Senior Living, Inc., and Southern Assisted Living, LLC, d/b/a Carolina
House of Hilton Head, are theAppellants.

**RESPONDENT’S MOTION TO STRIKE PORTIONS OF APPELLANTS’
DESIGNATION OF MATTER TO BE INCLUDED IN THE RECORD ON APPEAL AND
TO STRIKE ALL MATTER IN APPELLANTS’ INITIAL BRIEF RELATING TO OR
REFERENCING THE IMPROPERLY DESIGNATED DOCUMENTS**

Samuel H. Pruett, as Personal Representative for the Estate of Yvonne Carrie Pruett (“Respondent”) moves this Court for an order striking portions of Brookdale Senior Living, Inc., and Southern Assisted Living, LLC’s (“Appellants”) Designation of Matter to be Included in the Record on Appeal. Respondent further moves this Court for an order striking all matter in Appellants’ Initial Brief relating to or referencing the improperly designated documents. Pursuant to Rule 210(c), SCACR, “[t]he Record on Appeal shall not, however, include matter which was not presented to the lower court.” See also *State v. White*, 372 S.C. 364, 387, 642 S.E.2d 607, 619 (Ct. App. 2007) (stating matter that “was not presented to the lower court cannot

be properly included in the Record on Appeal”). Appellants improperly designated ten documents that were not presented to the lower court and, thus, must be stricken from the Designation of Matter to be Included in the Record on Appeal, and all references and arguments related to the improperly designated documents must be stricken from Appellants’ Initial Brief. Appellants’ designation also includes argumentative descriptions of the designated documents. Such descriptions are improper and should also be stricken.

I. **Appellants’ Improper Designations of Matter to be Included in the Record on Appeal and References in Appellants’ Initial Brief to the Improperly Designated Documents Should be Stricken**

The following designations made by Appellants are improper because they were not presented to the lower court and, therefore, cannot be considered by the Court on appeal. Rule 210(c), SCACR. Appellants’ improper designation numbers are as follows:

2. September 28, 2012 Letter of Kelly Jolley to Manton Grier;
5. October 12, 2012 Letter of K. Jolley to M. Grier;
6. October 20, 2012 Letter of K. Jolley to M. Grier serving Discovery Requests of Respondent;
9. October 30, 2012 Letter of Thomas W. Cooper to counsel;
11. November 20, 2012 Respondent’s Answers to Interrogatories Nos. 1, 5, 6, and 7 (Pgs. 2, 4, and 5);
12. November 20, 2012 Respondent’s Responses to Request for Production No. 7 (Pg. 3);
13. November 20, 2012 Letter of M. Grier to K. Jolley serving Appellants’ Discovery Responses;
16. November 20, 2012 Letter of K. Jolley to M. Grier;
17. November 29, 2012 Letter of M. Grier to K. Jolley; and

18. January, 2013 Invoice of Thomas W. Cooper.

Appellants never submitted documents listed in numbers 2, 5, 6, 9, 13, 16, and 18 to the lower court. As to the documents listed as numbers 11, 12, and 17, Appellants attempted to submit those to the circuit court for the first time in a motion to reconsider. (**Exh. 1**, Pl. Memo. in Opp'n to Def. Mot. for Recons.). Respondent objected to the documents, and the circuit court ruled the documents, presented to the court for the first time with Appellants' motion to reconsider, "cannot be considered by this Court." (**Exh. 2**, Order p. 2). See *Spreeuw v. Barker*, 385 S.C. 45, 69, 682 S.E.2d 843, 855 (Ct. App. 2009) (finding the court on appeal could not consider a document that was presented to lower court for the first time as an attachment to a Rule 59(e), SCRC motion). Appellants have not appealed that ruling and, therefore, it is the law of the case. *Shirley's Iron Works, Inc. v. City of Union*, 403 S.C. 560, 573, 743 S.E.2d 778, 785 (2013) ("An unappealed ruling is the law of the case and requires affirmance.").

All references in Appellants' Initial Brief to the ten documents listed above must be deleted along with any arguments based on the referenced documents. Rule 208(b)(4), SCACR states that a "brief shall contain references to the transcript, pleadings, orders, exhibits, or other materials which may be *properly included in the Record on Appeal*." (emphasis added). Appellants' references and arguments related to documents improperly designated to be included in the Record on Appeal must be deleted. These improper references and arguments in Appellants' Initial Brief include the following:

1. Page 7, paragraph 2: "By way of a letter dated September 28, 2012, Respondent proposed that the parties voluntarily arbitrate their dispute and gave Appellant a deadline of noon October 4, 2012 to agree. (See, Letter of K. Jolley 9/28/12)."

2. Page 8, paragraph 2: “(See, Letter of 10/30/12 of Judge Cooper confirming his role as arbitrator).”
3. Page 8, paragraph 2: “On October 12, 2012, counsel for the Respondent then sent a letter to counsel for the Appellant again confirming the agreement to arbitrate and that the terms and conditions had been agreed to stating ‘ . . . we have scheduled arbitration with Thomas Cooper for January 21-22, 2013 at McNair Law Firm’s Hilton Head office. *Please confirm you will attend in accordance with our previously agreed to terms and conditions.*’ (See, Letter of K. Jolley of 10/12/12) (emphasis added).”
4. Page 9, paragraph 2: “In fact, in the cover letter serving its discovery requests, counsel for Respondent specifically stated that the discovery requests were being served ‘*in accordance with our agreed-upon arbitration schedule.*’ (See, Letter of K. Jolley of 10/20/12) (emphasis added).”
5. Page 9, paragraph 2: “both in its transmittal letter and (See, Plaintiff’s Answers to Interrogatories Nos. 1, 5, 6, and 7 and Responses to Requests for Production No. 7).”
6. Page 9, paragraph 2: “Also during this time, the arbitrator reviewed case materials, billed the parties for the time he spent working on the matter from October through December 2012, and issued an invoice reflecting the same. (See, Invoice of Thomas W. Cooper).”
7. Page 10, paragraph 1: “However, by way of letter dated November 20, 2012, counsel for Respondent had already indicated they were withdrawing from the arbitration in this case because the documents in Scheerle were not produced in this arbitration. (See, 11/20/12 Letter of K. Jolley).”

8. Page 10, paragraph 1: “Importantly for purposes of this appeal, the letter of November 20, 2012 is the very first time Respondent ever attempted to frame its desire for discovery requests as a ‘condition precedent’ to the arbitration agreement.”
9. Page 14, paragraph 1: “In fact, Respondent specifically and repeatedly acknowledged the existence of an agreement, and, in several documents subsequent to the ratification of the agreement, relied upon it to propound and respond to discovery. (See, Letters of K. Jolley of 10/12/12, 10/20/12 and Plaintiff’s Answers to Interrogatories and Requests for Production).”
10. Page 14, paragraph 2: “The first offer was made on September 28, 2012, when Respondent gave Appellant a deadline to agree to arbitration.”
11. Page 15, paragraph 1: “(See Letter of K. Jolley of 11/20/12).”
12. Page 15, paragraph 2: “In fact, when the Respondent withdrew from the scheduled arbitration, her counsel expressly admitted that the parties had an agreement to arbitrate. (See, Letter of K. Jolley of 11/20/12).”
13. Page 24, paragraph 2: “. . . having experts identified. (See Letter of M. Grier to K. Jolley of 11/29/12).
14. Page 24, paragraph 3: “. . . and naming and hiring experts.”

Appellants’ improperly designated documents and all arguments related to those documents in Appellants’ Initial Brief must be stricken in accordance with the South Carolina Appellate Court Rules.

II. Appellants’ Descriptions of Documents Designated to be Included in the Record on Appeal Should be Stricken

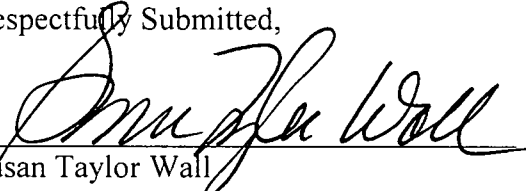
Appellants’ designations of matter numbers 3, 4, 7, 10, and 14, which remain after those improperly listed are struck, contain argumentative and thus improper descriptions of the

designated documents. For example, designation number 7 describes a document as “confirming the existence of arbitration agreement.” Pursuant to Rule 270, App. C, Form 14, SCACR, the form provided by the South Carolina Supreme Court for the Designation of Matter to be Included in the Record on Appeal, limits designations to the document date and title. Appellants’ designations 3, 4, 7, 10, and 14 include argumentative descriptions regarding disputed issues on appeal. Appellants are not permitted to submit their own description of the documents designated to be included in the Record on Appeal and, specifically, should not be allowed to make arguments in the designation. Each of the descriptions of numbers 3, 4, 7, 10, and 14 should be stricken so that the designation is in conformity with the South Carolina Appellate Court Rules.

III. Conclusion

Respondent respectfully requests this Court issue an order striking numbers 2, 5, 6, 9, 11, 12, 13, 16, 17, and 18 from Appellants’ Designation of Matter to be Included in the Record on Appeal, as well as all references to such documents from Appellants’ Initial Brief, as set forth above. In addition, Respondent requests this Court strike the improper, argumentative document descriptions in numbers 3, 4, 7, 10, and 14 from the remaining documents designated to be included in the Record on Appeal.

Respectfully Submitted,



Susan Taylor Wall
McNair Law Firm, P.A.
Post Office Box 1431
Charleston, South Carolina 29402
Phone: (843) 723-7831
Email: swall@mcnair.net

Kathleen C. Barnes
McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, South Carolina 29938
(843) 785-2171
Email: kbarnes@mcnair.net

Attorneys for Respondent Samuel H. Pruett, as
Personal Representative for the Estate of Yvonne
Carrie Pruett

February 18, 2014

Charleston, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2011-CP-07-1700

SAMUEL H. PRUETT, AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF
YVONNE CARRIE PRUETT,

Plaintiff,

v.

BROOKDALE SENIOR LIVING, INC.;
SOUTHERN ASSISTED LIVING, LLC, d/b/a
CAROLINA HOUSE OF HILTON HEAD; and
SONIA S. KING,

Defendants.

PLAINTIFF'S MEMORANDUM IN
OPPOSITION TO DEFENDANTS'
MOTION TO RECONSIDER

13 JUL - 8 PM 3: 14
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The Plaintiff, Samuel H. Pruett, as Personal Representative for the Estate of Yvonne Carrie Pruett, ("Plaintiff") submits this Memorandum in Opposition to Defendants' Brookdale Senior Living, Inc., and Southern Assisted Living, LLC ("Defendants") Motion to Reconsider.

This matter came before the Court on Defendants' motion to compel arbitration. The Court denied Defendants' motion and found the parties did not have an enforceable agreement to arbitrate. Defendants' motion to reconsider is improper in that it seeks to raise issues and present exhibits for the first time that were not presented to the Court prior to or at the hearing. The motion to reconsider should be denied because the Court correctly ruled the parties did not have an enforceable agreement to arbitrate. *See Towles v. United HealthCare Corp.*, 338 S.C. 29, 37, 524 S.E.2d 839, 843-44 (Ct. App. 1999) ("Arbitration is available only when the parties involved contractually agree to arbitrate.").



ARGUMENT

I. Defendants' Motion to Reconsider Improperly Argues Issues and Presents Exhibits for the First Time and, as a Matter of Law, Those Matters Cannot be Considered.

In the motion to reconsider, Defendants present arguments that were not presented to the Court prior to or at the hearing. Defendants also attach exhibits to the motion which were not presented to the Court prior to or at the hearing. The Court should decline to consider these arguments and exhibits as improper and untimely, and strike them from the record.

“An issue may not be raised for the first time in a motion to reconsider.” *Johnson v. Sonoco Products Co.*, 381 S.C. 172, 177, 672 S.E.2d 567, 570 (2009). “A party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not.” *Hickman v. Hickman*, 301 S.C. 455, 456, 392 S.E.2d 481, 482 (Ct. App. 1990); *see also Spreew v. Barker*, 385 S.C. 45, 68-69, 682 S.E.2d 843, 855 (Ct. App. 2009) (finding the court could not consider an exhibit presented for the first time as an attachment to a Rule 59(e), SCRPC, motion).

Defendants' arguments numbers I, II, and VI in their motion to reconsider were not previously presented to the Court and cannot be presented for the first time by way of a motion to reconsider. Further, Defendants attach to their motion over 60 pages of exhibits that were not presented to the Court prior to or at the hearing. Exhibits C, D, and F contain the following documents not previously submitted to the Court: (1) Plaintiff's First Set of Interrogatories to Defendants; (2) Plaintiff's First Set of Requests for Production of Documents to Defendants; (3) Brookdale's First Set of Interrogatories to Plaintiff; (4) Brookdale's First Requests for Production to Plaintiff; (5) Plaintiff's Answers to Defendants' First Set of Interrogatories; (6) Plaintiff's Responses to Brookdale's First Set of Requests for Production to Plaintiff; and (7) a November 29, 2012 letter from Manton Grier to Kelly Jolley. Pursuant to clear and established

case law, Plaintiff requests this Court decline to consider the new arguments and documents and strike them from the record.

II. Defendants' Arguments are not Preserved, are Factually Incorrect, and Without Merit.

Defendants present six arguments in the motion to reconsider. All of the arguments are either improperly presented for the first time or factually incorrect, and all are without merit.

This Court should not consider Defendants' first argument because it was raised for the first time in a motion to reconsider. If the Court were to consider the argument, Defendants' new and improper assertion that any agreement was merely a modification to the Residency Agreement is without foundation in fact. Defendants mischaracterize Exhibit E, as Plaintiff clearly stated in the e-mail that any agreement to arbitrate was conditioned upon Defendants producing requested discovery, without objection, in *Pruett*. Thus, the parties did not reach an enforceable agreement to arbitrate, as found by this Court.

This Court should also not consider Defendants' second argument because it too was raised for the first time in a motion to reconsider. If the Court were to consider the argument, it is patently incorrect. The Court's order is not premised solely on a finding that an agreement to arbitrate was not executed in writing by the parties. The Order and the comments of the Court at the hearing so evidence.

As to Defendants' third argument that there was a meeting of the minds, this too is incorrect both factually and as a matter of law. As Court correctly found, the contradictory and conflicting views the parties have to the terms and conditions of the proposed arbitration evidence the lack of a meeting of the minds.

South Carolina common law requires that, in order to have a valid and enforceable contract, there must be a meeting of the minds between the parties with regard to *all* essential and material terms of the agreement. . . . The "meeting

of minds” required to make a contract is not based on secret purpose or intention on the part of one of the parties, stored away in his mind and not brought to the attention of the other party, but must be based on purpose and intention which has been made known or which, from all the circumstances, should be known.

Player v. Chandler, 299 S.C. 101, 105, 382 S.E.2d 891, 893-94 (1989) (internal citation omitted). Any agreement by Plaintiff to arbitrate was conditioned upon essential and material terms that Defendants were to produce requested documents without objection in *Pruett* and an arbitration was to occur by January 21, 2013. Defendants agreed yet failed to satisfy these essential and material conditions. Defendants attempt to confuse the issue by asserting that Plaintiff withdrew from an agreement to arbitrate based on a discovery dispute in the *Scheerle* case. This is incorrect. Plaintiff’s counsel referenced the *Scheerle* case in an email to Defendants’ counsel only to explain what documents would be requested in the *Pruett* case that Defendants must produce without objection. Thus, Plaintiff did not withdraw from arbitration in *Pruett* because Defendants did not produce documents in the *Scheerle* case; rather, Plaintiff withdrew from arbitration in *Pruett* because Defendants did not produce documents, without objection, in the *Pruett* case, failing to satisfy all essential and materials conditions. Defendants’ persistence in denying that there were conditions or the terms were material, despite clear written evidence to the contrary, illustrates that there was no meeting of the minds.

As to Defendants’ fourth argument, Defendants focus on one document, a letter dated October 5, 2012, and attempt to argue all terms of an agreement were contained therein. This claim is defeated by defense counsel himself at the hearing, wherein he admitted that any agreement to arbitrate consisted of more than the October 5, 2012 letter.

THE COURT: Am I correct that the entire substance of the – what’s purported to be the arbitration agreement is the letter of October 5 and the e-mail chain that includes correspondence on October 8 and October 5 and that’s it, right?

MR. GRIER: Yeah. And those are attached to my motion too.

(Transcript p. 21, ln. 20-25; p. 22, ln. 1). Defendants did not and cannot now argue that any alleged arbitration agreement included only those proposed terms set forth in the October 5, 2012 letter. In truth, as counsel admitted, the various emails and letter set forth the essential terms and conditions which Defendants refused and failed to satisfy.

As to Defendants' fifth argument, the first sentence of the argument illustrates the fallacy of Defendants' position. "The Defendants ultimately produced the discovery *in the other case*." (emphasis added). While Defendants did eventually produce internal investigation documents in the *Scheerle* case—two months after the arbitration in the *Pruett* case was to occur—Defendants have never to this day produced all documents, without objection, as requested in the *Pruett* case. Thus, Defendants clearly did not "cure" their refusal to provide discovery documents without objection in a timely fashion in *Pruett*. Finally, there was no need for the Court to rule on Defendants' argument that they cured their own admitted breach, which they did not, because the Court ruled there was no enforceable agreement.

Finally, this Court should not consider Defendants' sixth argument because it was raised for the first time in a motion to reconsider. If the Court were to do so, Defendants' argument of detrimental reliance is defeated because Defendants have not and cannot prove the elements of estoppel. *Strickland v. Strickland*, 375 S.C. 76, 84-85, 650 S.E.2d 465, 470 (2007).

III. Conclusion

This Court correctly ruled the parties did not have an enforceable arbitration agreement. Plaintiff requests this Court deny Defendants' motion to reconsider and strike from the record the improperly presented arguments and exhibits, specifically all of Exhibits C and F, and the following two documents in Exhibit D: Plaintiff's Answers to Defendants' First Set of

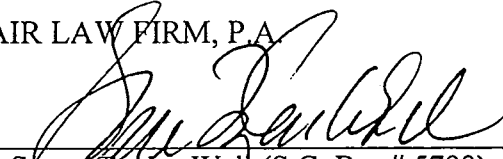
Interrogatories, and Plaintiff's Responses to Brookdale's First Set of Requests for Production to Plaintiff.

Respectfully submitted,

Dated: July 3, 2013

MCNAIR LAW FIRM, P.A.

By


Susan Taylor Wall (S.C. Bar # 5799)
swall@mcnair.net

Kelly M. Jolley (S.C. Bar # 72573)
kjolley@mcnair.net

Kathleen G. Chewning (S.C. Bar # 78854)
kchewning@mcnair.net

Post Office Box 1431
Charleston, SC 29402

Telephone: (843) 723-7831

Fax: (843) 722-3227

Attorneys for Plaintiff Samuel H. Pruett, as
Personal Representative for the Estate of
Yvonne Carrie Pruett

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2011-CP-07-1700

SAMUEL H. PRUETT, AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF
YVONNE CARRIE PRUETT,

Plaintiff,

v.

BROOKDALE SENIOR LIVING, INC.;
SOUTHERN ASSISTED LIVING, LLC, d/b/a
CAROLINA HOUSE OF HILTON HEAD; and
SONIA S. KING,

Defendants.

13 JUL -8 PM 3:15
JERIL ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

CERTIFICATE OF SERVICE:

This is to certify that a copy of the **PLAINTIFF'S MEMORANDUM IN OPPOSITION TO DEFENDANTS' MOTION TO RECONSIDER** has been served upon the following counsel of record via electronic mail and via U.S. mail, postage prepaid and addressed to the following as shown below this 3rd day of July, 2013:

Manton M. Grier, Jr., Esq.
Nexsen Pruet, LLC
1230 Main Street, Suite 700
Columbia, SC 29202
mgrier@nexsenpruet.com

*Attorney for Defendants Brookdale Senior Living, Inc.
and Southern Assisted Living, LLC, d/b/a Carolina House
of Hilton Head*


MCNAIR LAW FIRM, P.A.
100 Calhoun Street, Suite 400
Charleston, South Carolina 29401
(843) 723-7831

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE NO.: 2011-CP-07-1700

SAMUEL H. PRUETT, AS PERSONAL
REPRESENTATIVE FOR THE ESTATE OF
YVONNE CARRIE PRUETT,

Plaintiff,

v.

BROOKDALE SENIOR LIVING, INC.;
SOUTHERN ASSISTED LIVING, LLC, d/b/a
CAROLINA HOUSE OF HILTON HEAD; and
SONIA S. KING,

Defendants.

ORDER DENYING DEFENDANTS'
MOTION TO RECONSIDER

2013 AUG -5 PM 3:13
BEAUFORT COUNTY, S.C.
CLERK OF COURT

This matter came before the Court on July 25, 2013, at 11:30 a.m. via a telephone hearing on Defendants' Motion to Reconsider this Court's Order dated June 18, 2013, which Order denied Defendants' Motion to Compel Arbitration against Plaintiff herein. Present at the hearing were Susan Taylor Wall, counsel for Plaintiff, and Manton R. Grier, Jr., counsel for Defendants. After considering the law, the briefs filed by the parties, the arguments of counsel, and matters properly submitted in support of and in opposition to Defendants' Motion, this Court concludes that the Motion to Reconsider is DENIED.

A. The Law Does Not Allow Defendants to Assert New Grounds in the Motion to Reconsider.

A party cannot use a motion to reconsider, alter or amend a judgment to present an issue that could have been raised, but was not, prior to judgment. Defendants cannot raise new arguments, styled I, II and VI in their Motion to Reconsider and Memorandum in Support, or submit new documents, as enumerated in Plaintiff's Memorandum in Opposition, for the first time on a motion to reconsider. *Johnson v. Sonoco Products Co.*, 381 S.C. 172, 177, 673 S.E.2d

1 dy 2



567, 570 (2009); *Spreeuw v. Barker*, 385 S.C. 45, 68-69, 682 S.E.2d 843, 855 (Ct. App. 2009). Therefore, Defendants' arguments numbered I, II and VI, as well as over 60 new documents, cannot be considered by this Court.

B. The Order Denying Defendants' Motion to Compel Arbitration Stands.

For all of the reasons set forth in its Order of June 18, 2013 and the record before the Court, properly submitted, Defendants' Motion to Reconsider is denied.

CONCLUSION

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Defendants Brookdale Senior Living, Inc., and Southern Assisted Living, LLC's Motion to Reconsider Order Denying Motion to Compel Arbitration is DENIED.

AND IT IS SO ORDERED.



Marvin H. Dukes, III, Master-in-Equity

8/5, 2013.
Beaufort, South Carolina

2 

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appeal from Beaufort County Court of Common Pleas
Marvin H. Dukes, III, Master-in-Equity

Appellate Case No. 2013-001808

Samuel H. Pruett, as Personal Representative for the Estate of
Yvonne Carrie Pruett,.....Respondent.

v.

Brookdale Senior Living, Inc., Southern Assisted Living, LLC, d/b/a Carolina House of Hilton
Head, and Sonia S. KingDefendants,

Of whom Brookdale Senior Living, Inc., and Southern Assisted Living, LLC, d/b/a Carolina
House of Hilton Head, are the.....Appellants.

PROOF OF SERVICE

The undersigned hereby certifies that on February 18, 2014, the foregoing **RESPONDENT'S
MOTION TO STRIKE PORTIONS OF APPELLANTS' DESIGNATION OF MATTER
TO BE INCLUDED IN THE RECORD ON APPEAL AND TO STRIKE ALL MATTER
IN APPELLANTS' INITIAL BRIEF RELATING TO OR REFERENCING THE
IMPROPERLY DESIGNATED DOCUMENTS** was served on all counsel of record via U.S.
Mail, addressed as follows:


RECEIVED

FEB 21 2014

SC Court of Appeals

Todd W. Smyth, Esq.
Smyth Whitley, LLC
234 Seven Farms Drive
BB&T Plaza, Suite 215
Charleston, SC 29492

*Attorneys for Appellants Brookdale Senior
Living, Inc. and Southern Assisted Living,
LLC d/b/a Carolina House of Hilton Head*


MCNAIR LAW FIRM, P.A.
100 Calhoun Street, Suite 400
Charleston, South Carolina 29401

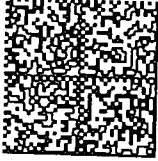
M C N A I R
ATTORNEYS

Post Office Box 1431
Charleston, SC 29402

STW
055236.00001



PITNEY BOWES
02 1P \$ 005.320
00031.81260 FEB 18 2014
MAILED FROM ZIP CODE 29401



Priority Mail
ComBasPrice

RECEIVED

FEB 18 2014

Sec 1010 Appeals

The Honorable Jenny Abbott Kitchings
Clerk of Court of Appeals
P.O. Box 11629
Columbia, SC 29211