

IN THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM CHARLESTON COUNTY
South Carolina Workers' Compensation Commission

Derrick L. Williams, Hearing Commissioner

Appellate Case No. 2013-000851

RECEIVED
MAY 27 2014
S.C. Supreme Court

Willie Lee Simmons, Employee,.....Claimant/Appellant,

v.

SC STRONG, Employer, and Hartford Underwriters Insurance Company,
Carrier,.....Defendants/Respondents

RESPONDENT'S MOTION TO DISMISS
PETITION FOR WRIT OF CERTIORARI WITH PREJUDICE

F. Reid Warder, Jr.
Warder Law Firm, LLC
P.O. Box 31057
Charleston, SC 29417
(843) 556-4400

Attorney for Defendants/Respondents

Willie Lee Simmons, Pro Se
3064 Princeton Rd.
West Columbia, SC 29170


Pro Se Claimant/Appellant

COMES now Respondent South Carolina Strong, Inc. (SC Strong), by and through their undersigned counsel, pursuant to Rules 240 and 245, SCACR, and any other applicable rule(s) of procedure, and hereby moves this Honorable Court to dismiss the Appellant's Petition for Writ of Certiorari with prejudice.

The grounds for said motion to dismiss are based upon the Appellant's election of remedies by settling a personal injury claim filed against SC Strong in the Court of Common Pleas, as well as the doctrine of res judicata and collateral estoppel.

WHEREFORE, SC Strong respectfully requests that the Court accept this matter and issue an Order dismissing this matter with prejudice.

RESPECTFULLY SUBMITTED:
Warder Law Firm, LLC
P.O. Box 31057
Charleston, SC 29407

By:  _____
F. Reid Warder, Jr.
Attorney for the Defendant

May 21, 2014
Charleston, South Carolina

IN THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM CHARLESTON COUNTY
South Carolina Workers' Compensation Commission

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Appellate Case No. 2013-000851

Willie Lee Simmons, Employee,.....Claimant/Appellant,

v.

SC STRONG, Employer, and Hartford Underwriters Insurance Company,
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MEMORANDUM IN SUPPORT OF
MOTION TO DISMISS

F. Reid Warder, Jr.
Warder Law Firm, LLC
P.O. Box 31057
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Attorney for Defendants/Respondents

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3064 Princeton Rd.
West Columbia, SC 29170

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INTRODUCTION

Willie Lee Simmons (Simmons), filed a workers' compensation claim in 2011 which was denied based on a lack of an employer/employee relationship. While a Petition for Writ of Certiorari was pending in Simmons' workers compensation matter, Simmons settled a personal injury claim with his employer, South Carolina Strong (SC Strong), stemming from the same work-related accident as his workers' compensation claim. Defendants now move for a dismissal of the appeal as Simmons has elected his remedy by settling a civil suit against his employer. Alternatively, Respondents move for a dismissal of the appeal based on the doctrines of collateral estoppel and res judicata.

PROCEDURAL HISTORY

On May 25, 2011, a workers' compensation hearing was held before Commissioner Derrick L. Williams to determine if the Claimant, Simmons, was eligible to recover medical benefits and disability benefits under the South Carolina Workers' Compensation Act ("the Act"). The Single Commissioner denied all benefits. Thereafter, both parties timely filed respective Notices of Appeal with the South Carolina Workers' Compensation Commission, and oral argument was held on November 5, 2011. The Appellate Panel issued a Decision and Order dated December 20, 2011 adopting the Order of the Single Commissioner with the exception of finding of fact number six. Simmons filed a Notice of Appeal with the South Carolina Court of Appeals. The Court of Appeals affirmed the Appellate Panel's order on February 20, 2013. Simmons then filed a Petition for Writ of Certiorari, and said Petition is currently pending with the Supreme Court.

On February 28, 2013, Simmons filed a separate personal injury law suit against South Carolina Strong (case number 2013CP1001182) stemming from the same injury alleged in the workers' compensation matter in the Charleston County Court of Common Pleas. (See Exhibit A). On January 7, 2014, Willie Lee Simmons notified the court that Dusty Rhoades' representation of Simmons was terminated, and an Order relieving Dusty Rhoades and Cynthia B. Patterson of counsel was filed on January 30, 2014. (See Exhibit B). On April 7, 2014, a Stipulation of Dismissal was filed with the Clerk of Court of Common Pleas dismissing all claims against Defendant South Carolina Strong, Inc. with prejudice. (See Exhibit C). On April 9, 2014, the Honorable Thomas L. Hughston, Jr. ordered that the matter was dismissed as the court was advised that the case settled per Attorney Edward Buckley, who was representing SC Strong in the civil matter. (See Exhibit D).

ARGUMENT

The issue before this Court is whether or not Simmons elected his remedy and waived being subject to the Act by settling a civil matter against the employer under the Act's exclusive remedy provision. When an employee's claim arises out of and in the course of his or her employment, the Act provides the exclusive remedy. Sabb v. S.C. State Univ., 350 S.C. 416, 422, 567 S.E.2d 231, 234 (2002). "Every employer and employee... shall be presumed to have accepted the provisions of this title respectively to pay and accept compensation for personal injury or death by accident arising out of and in the course of the employment and shall be bound thereby." S.C. Code Ann. § 42-1-310 (Supp. 2010). "When an employee and his or her employer accept the provisions of the Act, the employee's remedies under the

Act shall exclude all other rights and remedies of the employee.” Wise v. Wise, 394 S.C. 591, 598, 716 S.E.2d 117, 121 (S.C.App. 2011) quoting Harrell v. Pineland Planation, Ltd., 337 S.C. 313, 325-26, 523 S.E.2d 766, 772 (1999). The Court of Appeals discussed the rationale of such a provision, stating:

This is known as the exclusive remedy provision, and it shrouds an employer with immunity from any actions at law instituted by the employee. Such immunity is part of the broader quid pro quo arrangement imposed upon the employer and employee by the Act. The employee ‘receives the right to swift and sure compensation’ in exchange for giving up the right to sue in tort; the employer receives such tort immunity in exchange for complying with those provisions of the Act that insure swift and sure compensation for the employee.

Wise v. Wise, 394 S.C. 591, 598, 716 S.E.2d 117, 121 (S.C.App. 2011). In Wise, the claimant was barred from recovering against the employer under the Act where the claimant filed a tort action against the employer, and obtained a \$900,000 default judgment against the employer.¹ Wise, 394 S.C. 591 (2011). The court in Wise noted, “[c]ase law makes clear that an employee cannot recover against an employer under both a workers’ compensation action and a civil action.” Id. at 600, 122. The same legal conclusion is applicable to this case. By settling the civil action against his employer in the Court of Common Pleas, Simmons elected his remedy and thus removed himself from the Act, consequently removing his claim from the jurisdiction of the South Carolina Workers’ Compensation Commission.

Alternatively, Defendants move that the appeal be dismissed under the doctrine of res judicata and collateral estoppel. The doctrine of res judicata

¹ In addition to the default judgment and the workers’ compensation claim, the Claimant in Wise also filed a third party suit against a third party without proper notice, and was settled.

originates from the principles that public interest requires an end to litigation and that no one should be sued twice for the same cause of action. Hayes v. Hayes, 312 S.C. 141, 439 S.E.2d 305 (Ct. App. 1993). Under the doctrine of res judicata, a final judgment on the merits in a prior action precludes the parties from relitigating any issues actually litigated or those that might have been litigated in the first action. Foran v. USAA Casualty Ins. Co., 311 S.C. 189, 427 S.E.2d 918 (Ct. App. 1993). The res judicata defense requires a showing of three essential elements: (1) the prior judgment must be final, valid and on the merits; (2) the parties in the subsequent action must be identical to those in the first; and (3) the second action must involve matters properly included in the first action. Owenby v. Owens Corning Fiberglass, 313 S.C. 181, 437 S.E.2d 130 (Ct. App. 1993). Collateral estoppel prevents a party from relitigating in a subsequent suit an issue actually and necessarily litigated and determined in a prior action." Jinks v. Richland County, 355 S.C. 341, 585 S.E.2d 281 (2003). Here, Simmons settled a personal injury claim in its entirety against his employer, SC Strong, for the same injury he alleged in his workers' compensation claim. Thus, Simmons' appeal should be dismissed under these doctrines.

CONCLUSION

Simmons elected his remedy by pursuing and settling a civil personal injury claim against SC Strong for the same injuries that were alleged in his workers' compensation claim. In the alternative, the doctrines of res judicata and collateral estoppel bars Simmons' Petition for Writ of Certiorari. Respondents therefore move before this Honorable Court to issue an order dismissing the Petition for Writ of Certiorari with prejudice.

RESPECTFULLY SUBMITTED:

Warder Law Firm, LLC

P.O. Box 31057

Charleston, SC 29407

By:  _____

F. Reid Warder, Jr.

Attorney for the Defendant

May 21, 2014

Charleston, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Willie Simmons)

Plaintiff(s))

vs.)

South Carolina Strong, Inc.,)

Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

13-CP - 10- 1182

Submitted By: Attorney D. Dusty Rhoades
Address: 828 St. Andrews Blvd., Charleston, SC 29407

SC Bar #: 4696
Telephone #: (843) 556-8000
Fax #: (843) 556-4091
Other:
E-mail: attydustyrhoades@aol.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- Contracts**
- Constructions (100)
 - Debt Collection (110)
 - Employment (120)
 - General (130)
 - Breach of Contract (140)
 - Other (199)

- Torts - Professional Malpractice**
- Dental Malpractice (200)
 - Legal Malpractice (210)
 - Medical Malpractice (220)
 - Previous Notice of Intent Case #
20 ___-CP-___
 - Notice/ File Med Mal (230)
 - Other (299)

- Torts - Personal Injury**
- Assault/Slander/Libel (300)
 - Conversion (310)
 - Motor Vehicle Accident (320)
 - Premises Liability (330)
 - Products Liability (340)
 - Personal Injury (350)
 - Wrongful Death (360)
 - Other (399)

- Real Property**
- Claim & Delivery (400)
 - Condemnation (410)
 - Foreclosure (420)
 - Mechanic's Lien (430)
 - Partition (440)
 - Possession (450)
 - Building Code Violation (460)
 - Other (499)

- Inmate Petitions**
- PCR (500)
 - Mandamus (520)
 - Habeas Corpus (530)
 - Other (599)

- Administrative Law/Relief**
- Reinstate Drv. License (800)
 - Judicial Review (810)
 - Relief (820)
 - Permanent Injunction (830)
 - Forfeiture-Petition (840)
 - Forfeiture-Consent Order (850)
 - Other (899)

- Judgments/Settlements**
- Death Settlement (700)
 - Foreign Judgment (710)
 - Magistrate's Judgment (720)
 - Minor Settlement (730)
 - Transcript Judgment (740)
 - Lis Pendens (750)
 - Transfer of Structured Settlement Payment Rights Application (760)
 - Confession of Judgment (770)
 - Petition for Workers Compensation Settlement Approval (780)
 - Other (799)

- Appeals**
- Arbitration (900)
 - Magistrate-Civil (910)
 - Magistrate-Criminal (920)
 - Municipal (930)
 - Probate Court (940)
 - SCDOT (950)
 - Worker's Comp (960)
 - Zoning Board (970)
 - Public Service Comm. (990)
 - Employment Security Comm (991)
 - Other (999)

- Special/Complex /Other**
- Environmental (600)
 - Automobile Arb. (610)
 - Medical (620)
 - Other (699)
 - Pharmaceuticals (630)
 - Unfair Trade Practices (640)
 - Out-of State Depositions (650)
 - Motion to Quash Subpoena in an Out-of-County Action (660)
 - Sexual Predator (510)

Submitting Party Signature:



Date: 2-28-13

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 WILLIE SIMMONS,)
)
 PLAINTIFF,)
)
 v.)
 SOUTH CAROLINA STRONG, INC.,)
)
 DEFENDANT)

IN THE COURT OF COMMON PLEAS
 NINTH JUDICIAL CIRCUIT
 CASE NO.: 13-CP-10-1182

JULIE J. ARMSTRONG
 CLERK OF COURT
 2013 FEB 28 PH 2:56

FILED

COMPLAINT
 (JURY TRIAL REQUESTED)

The Plaintiff, above captioned, through counsel, complaining of the above named Defendant, allege as follows:

PARTIES

1. That the above captioned Plaintiff is a citizen and resident of Richland County, State of South Carolina and has been so for all times referenced herein.
2. That the Defendant, South Carolina Strong, Inc., (hereinafter "SCS"), is a South Carolina non-profit corporation that operates doing business and owns property in Charleston County, South Carolina.
3. That this Court has jurisdiction over these matters alleged under Article 5 of the South Carolina Constitution, South Carolina Code Annotated 36-2-802 and 36-2-803, and its plenary powers in that the Defendant is a corporation doing business in Charleston County, venue is proper here.

GENERAL FACTUAL ALLEGATIONS

4. On or about January 14, 2011, the Plaintiff was a participant in the SCS program carried out in North Charleston, South Carolina, in which persons released on parole or probation live and work under the control and supervision of

5. The Plaintiff was required to submit to SCS's program pursuant to the terms of his probation sentenced by South Carolina Circuit Court Judge William P. Keesley in Lexington County General Sessions Court. SCS is paid for the contracting services provided by its participants to carry out controlled, supervised building contracts.

6. On or about January 14, 2011, SCS's supervising manager directed the Plaintiff to climb onto the roof of a building, located at the old Navy Base in North Charleston, to perform construction work on that roof.

7. Fall-preventative safety equipment was not provided to Plaintiff for his mandatory SCS work activities on the roof aforementioned, such failure being in violation of Federal and State OSHA requirements in such circumstances, resulting in an \$8,000.00 fine against SCS for failure to provide harnesses and hard hats to workers during the performance of the work on the roof. (S.C. Code Ann. § 41-15-80 (2011)).

8. Through no fault of his own, Plaintiff lost traction while he was on the roof herein referenced, and slid off the roof, then slammed into the ground, seriously injuring himself. This injury was immediately known/observed by the Defendant's agents and representatives, and the Plaintiff was taken to the hospital for medical treatment and evaluation. Plaintiff returned to the hospital a second time for the same injuries.

9. Plaintiff's primary initial injuries, sustained as a result of the fall, included head lacerations requiring sutures, a fractured cervical vertebrae, and other injuries to his cervical spine, thoracic spine, lumbar spine, sacroiliac joints, wrists, right foot, left leg and foot, as well as severe headaches.

10. Plaintiff asserts that SCS, through its agents and representatives, informed Plaintiff that if he became a participant in the SCS program, he did so with the under the following conditions as a participant:

- a. that Plaintiff could not take on or maintain employment other than the tasks and obligations that SCS assigned to him;
- b. that Plaintiff had to live on the premises controlled and provided by SCS;
- c. that Plaintiff had to accept food, clothes, and work tools as provided by SCS;
- d. that Plaintiff donate to SCS, all monetary remuneration that he received as a result of fulfilling his tasks and obligations with SCS;
- e. that Plaintiff acknowledge/confirm that if, in the alternative, he was found by any governmental body not to be a volunteer, that he attests that he was more than adequately paid for any work/service he provided in his receipt of room, board, and services, including, but not limited to, legal services provided during the Plaintiff's participation in the SCS program.

11. SCS did not inform Plaintiff of a condition, prior to entering the SCS program, that as an SCS participant, if he merely contacted a lawyer, regarding issues as to his need for medical treatment and evaluation, that he would be terminated by SCS, as a participant in its program.

12. SCS recklessly and negligently misrepresented conditions as referenced on paragraph 10(e) for Plaintiff's participation in the SCS program, prior to Plaintiff entering the program, and the Plaintiff relied on this misrepresentation before consenting to enter the program, and had a right to rely on that representation.

13. Following his second visit and release from the hospital, for the injuries from the aforementioned fall, the Plaintiff needed additional treatment which he was unable to personally pay for and, he requested that SCS provide for the additional causally related treatment and evaluation.

14. SCS failed to provide any further medical treatment or legal assistance arising from the aforementioned accident on January 14, 2011.

15. When SCS failed to provide any further treatment or legal services, or even respond to Plaintiff's request, the Plaintiff contacted a lawyer, by phone, to otherwise attempt to obtain medical attention.

16. When SCS's agents and representatives became aware of Plaintiff's contact with a lawyer, became angry with the Plaintiff, and immediately discharged him from the program for attempting to contact a lawyer, then drove Plaintiff off SCS' premises.

17. SCS unjustifiably terminated Plaintiff's participation in its program merely because of Plaintiff's attempt to contact an attorney to gain information about his rights and options for medical treatment and evaluation for injuries Plaintiff suffered in the course of carrying out required SCS tasks, and such conduct of SCS was unjustified as well as against Public Policy of South Carolina pursuant to S.C. Const. Ann. Art. I, § 3 in that the "privileges and immunities of citizens of this State and of the United States under this Constitution shall not be abridged, nor shall any person be deprived of life, liberty, or property without the due process of law, nor shall any person be denied the equal protection of the laws."

18. Defendant SCS has denied in collateral SCS filings with the S.C.W.C. Commission that it was an employer.

FOR A FIRST CAUSE OF ACTION
(NEGLIGENCE)

19. Each and every allegation in paragraphs 1 through 18 above are reasserted and incorporated herein as if restated verbatim.

20. That the personal injuries sustained by Plaintiff, were caused by the negligence, gross negligence, carelessness, recklessness, willfulness, wantonness and heedlessness of the Defendant, at the time and place above-mentioned in one or more of the following particulars:

- a. In failing to provide safety equipment as required under S.C. Code Ann. § 41-15-80 (2011).
- b. In requiring the Plaintiff to work atop a building under obvious dangerous conditions that a reasonable person would not find prudent;
- c. In failing to properly hire, train, select, and supervise the Defendant's agents and supervisors so that the Plaintiff was not required to labor under conditions that were unsafe for Plaintiff;
- d. In failing to follow OSHA requirements and rules, and also other safety regulations, statutes, and guidelines including but not limited to S.C. Code Ann. § 41-15-80 for which OSHA fined Defendant \$8,000.00
- e. In Defendant's failing to use the degree of care and caution for Plaintiff's safety that a reasonable and prudent person would have used under the circumstances then and there prevailing, all of which was the direct and proximate cause of the damages and injuries suffered by Plaintiff herein;

Each of these is in violation to the common and statutory law of the State of South Carolina.

21. That as a direct and proximate result of the negligent conduct and reckless acts of Defendant, herein referenced, the Plaintiff sustained causally related personal injuries that would not have been sustained without the negligence and recklessness of Defendant.

22. That as a direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, willful, wanton and heedless acts or omission of Defendant, as aforesaid described, the Plaintiff, has sustained and/or will sustain damages/injuries as follows:

- a. Physical injuries to his back;
- b. Head injuries;
- c. Incurred past and present medical expenses and is expected to continue to incur such in the future;
- d. Has been required to undergo rehabilitation with medical providers;
- e. Has incurred transportation expenses to receive necessary medical treatment;
- f. Lost enjoyment of life;
- g. Pain and suffering in the past and in the future;
- h. Mental anguish;
- i. Lost income and employment opportunities and earning capacity;

23. That the Plaintiff is informed and believes that he is entitled to a judgment against the Defendant for actual and punitive damages in the amount in excess of twenty-five thousand and no/100's (\$25,000.00).

FOR A SECOND CAUSE OF ACTION
(NEGLIGENT MISREPRESENTATION)

24. Each and every allegation in paragraphs 1 through 23 above are reasserted and incorporated herein as if restated verbatim.

24. That the SCS recklessly/negligently misrepresented the conditions referenced in paragraph 9(e), that contacting an attorney about medical treatment and evaluation regarding injuries occurring while fulfilling the duties assigned and supervised by SCS and its agents; and that specific representation of SCS to remain as a participant in the SCS program only required conditions as set forth above in paragraph 9, and herein also referenced in the SCS terms and conditions resident statement participants were required to sign to become accepted in the program.

25. That SCS had a pecuniary interest in making the aforementioned misrepresentations regarding Plaintiff's rights and obligations with SCS herein referenced.

26. That SCS's pecuniary interests include but are not limited to low cost labor and construction, restoration work, maintenance, and landscaping, as well as leases of land from CMMC, LLC within the former Navy base in North Charleston, SC leased through Noisette Company.

27. That SCS owed a duty of care to see that it communicated truthful information to Plaintiff.

28. That the Defendant's breached that duty by failing to exercise due care in the aforementioned representations made by Defendant to Plaintiff regarding Plaintiff's rights and obligations with SCS.

29. That Plaintiff justifiably relied on the misrepresentations, referenced in paragraph 9(a) through (e), in consenting to participation in the SCS program according to the terms represented and referenced above.

30. That Plaintiff has been injured and damaged, and has suffered physical and pecuniary loss as referenced in paragraph 20 (a) through (i), as a direct and proximate result of the aforementioned false representations as hereinafter set forth.

PRAYER FOR RELIEF

The Plaintiff requests judgment against the Defendant, for actual damages in the amount in excess of twenty-five thousand and no/100's (\$25,000.00), both past and future damages as herein alleged above, an appropriate amount of punitive damages, pre and post judgment interest for costs of this action, and for such other and further relief as this Court may deem just and proper.



D. Dusty Rhoades
828 St. Andrews Blvd.
Charleston, SC 29407
Attorney for Plaintiff

Charleston, South Carolina

28 day of Feb, 2013

The Supreme Court of South Carolina

Willie Lee Simmons, Employee, Petitioner,

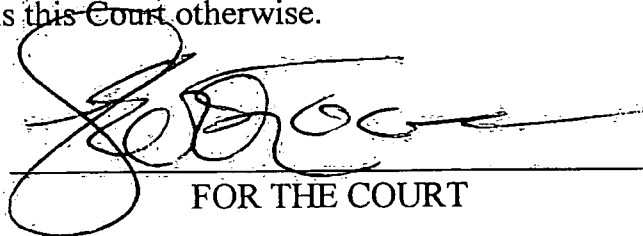
v.

South Carolina Strong, Employer, and Hartford
Underwriters Insurance Company Carrier, Respondents.

Appellate Case No. 2013-000851

ORDER

Dusty Rhoades and Cynthia B. Patterson move to be relieved as counsel for petitioner based on the fact that they have been terminated by petitioner and therefore no longer have any authority to continue to act on petitioner's behalf. Neither respondents nor petitioner have filed a return to the motion. The motion is granted. Rule 264(b), SCACR. Petitioner shall be designated as proceeding *pro se* unless and until petitioner informs this Court otherwise.



C.J.
FOR THE COURT

Columbia, South Carolina

January 30, 2014

cc:

Cynthia Barrier Patterson, Esquire
David Dusty Rhoades, Esquire
Frank R. Warder, Jr., Esquire
John Davis Stroud, Esquire
Willie Lee Simmons

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2250
RETURN SERVICE REQUESTED



www3.charlestoncounty.org



49



EDWARD D. BUCKLEY JR.
PO BOX 993
CHARLESTON SC 29402-0993

received EDB
4/16/15 JPC
13-0227 AKD
PL

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Order/Case Settled per atty Buckley

CASE NO: 2013CP1001182
Willie Simmons VS South Carolina Strong Inc

This judgment was entered on the 09th day of April, 2014, and a copy mailed first class on Thursday, April 10, 2014, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

CERTIFICATE OF SERVICE

I hereby certify that on this 21st day of May, 2014, I have caused a true and correct copy of the attached Respondent's Motion to Dismiss Appellant's Petition for Writ of Certiorari and Memorandum in Support of Respondent's Motion to Dismiss which was mailed first class to the Honorable Daniel E. Shearhouse, Clerk of Court for the Supreme Court of South Carolina by mailing a copy of same, first class, postage pre-paid, to all interested parties addressed as follows:

Willie Lee Simmons, Pro Se
3064 Princeton Rd.
West Columbia, SC 29170



F. Reid Warder, Jr.
Attorney for Defendants

Charleston, South Carolina

WARDER
LAW FIRM LLC

F. REID WARDER, JR
JOHN D. STROUD

TEL 843.556.4400
FAX 843.556.4410

PO BOX 31057
CHARLESTON, SC 29417

3 OAK FOREST DRIVE
CHARLESTON, SC 29407

May 21, 2014

Daniel E. Shearhouse
Clerk of Court
Supreme Court of South Carolina
P.O. Box 11330
Columbia, SC 29211

Re: Willie Lee Simmons v. South Carolina Strong
Appellate Case No. 2013-000851

RECEIVED
MAY 27 2014
S.C. Supreme Court

Dear Mr. Shearhouse:

Please find enclosed the original and six (6) copies of Respondent's Motion to Dismiss Appellant's Petition for Writ of Certiorari which was filed on April 22, 2013. Also enclosed is the original and six (6) copies of a memorandum in support of the Motion to Dismiss. Please note by copy of this letter, and proof of service, I am serving the Pro Se Appellant with a copy of said motion and memorandum. I have also enclosed a check from my firm in the amount of \$25.00 to cover the processing fee.

Sincerely,



F. Reid Warder, Jr.

cc: Willie Lee Simmons, Pro Se (w/enc.)
Brenda Strong (via email only) (w/enc.)