

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2012-CP-01-00306
Appellate Case No. 2014-00946

RECEIVED
SEP 22 2014
SC Court of Appeals

Richard Wilson, Michael J. Antoniak, Jr., Marsha L. Antoniak,
Anita L. Belton, Prescott Darren Bosler, Johnny Calhoun, Sallie
Calhoun, Cynthia Gary, Robert Wayne Gary, Eugene P. Lawton,
Jr., Jeanette Norman, James Robert Shirley, Robert W. Spires,
Crystal Spires Wiley, Lewis S. Williams, Janie Wiltshire, Benjamin
Franklin Wofford, Jr., and Rebecca Hammond Wofford,Respondents,

v.

Laura B. Willis and Jesse A. Dantice, individually, and as
agents and/or brokers for Southern Risk Insurance Services LLC,
Travelers Casualty Insurance Company of America, Allied Property and
Casualty Insurance Co., Peerless Insurance Co., Montgomery Mutual
Insurance Co., Safeco Insurance Co. of America, and Foremost
Insurance Co., Southern Risk Insurance Services, LLC, Travelers
Casualty Insurance Co. of America, Allied Property and Casualty
Insurance Co., Peerless Insurance Co., Montgomery Mutual Insurance
Co., Safeco Insurance Co. of America, and Foremost Insurance Co., Laurie
Williams,.....Defendants,

Of whom Peerless Insurance Co., Montgomery Mutual Insurance
Co., and Safeco Insurance Co. of America are
.....Appellants.

INITIAL BRIEF OF RESPONDENT LAURIE WILLIAMS

HAWTHORNE MERRILL LAW, ATTORNEY FOR RESPONDENT LAURIE WILLIAMS

Jane H. Merrill
410 Main Street
Greenwood, SC 29646
864-229-1010

TABLE OF CONTENTS

TABLE OF AUTHORITIES	I
STATEMENT OF ISSUES ON APPEAL	1
STATEMENT OF THE CASE	1
STATEMENT OF THE FACTS	4
STANDARD OF REVIEW.....	5
ARGUMENT.....	6
1. The trial court was correct in ruling no valid agreement containing an arbitration provision existed between the parties.....	6
2. The trial court correctly refused to compel arbitration on the non-signatory respondents where the specific dispute fell outside of the scope of the alleged agreement and where the respondents in no way relied upon the alleged agreement in support of their claims.	8
3. The trial court correctly ruled that, even if the alleged agreement were potentially applicable to the allegations of the complaints, it was simply too “narrowly worded” to encompass the causes of action at issue.....	8
4. The trial court correctly held appellants waived their right to compel arbitration in this matter.....	9
5. The trial court was without error in determining that the potential liability of the appellants could be based on a statutory duty making the corporate defendant liable for the “outrageous conduct” of their	

authorized and/or acting agents under the <i>respondeat superior</i>	
doctrine.....	11
ADDITIONAL SUSTAINING GROUNDS	11
CONCLUSION.....	11

TABLE OF AUTHORITIES

CASES

<i>Aiken v. World Fin. Corp. of South Carolina</i> , 373 S.C. 144, 644 S.E.2d 705 (2007).....	5
<i>Gissel v. Hart</i> , 382 S.C. 235, 676 S.E.2d 320 (2009).....	5
<i>Partain v. Upstate Auto. Grp.</i> , 386 S.C. 488, 689 S.E.2d 602 (2010).....	5
<i>Rhodes v. Benson Chrysler-Plymouth, Inc.</i> , 374 S.C. 122, 647 S.E.2d 249 (Ct. App. 2007).....	9
<i>S. Carolina Ins. Co. v. James C. Greene & Co.</i> , 290 S.C. 171, 348 S.E.2d 617 (Ct. App. 1986).....	7

STATUTES

S.C. Code Ann. § 38-1-10 <i>et. seq.</i> (1976, as amended)	8
S.C. Code Ann. § 38-1-20 (1976, as amended)	8
S.C. Code Ann. § 38-51-10 (1976, as amended)	9

RULES

Rule 208(b)(6), SCACR.....	5, 6, 8, 9, 11
Rule 214, SCACR	6

STATEMENT OF ISSUES ON APPEAL

1. The trial court was correct in ruling no valid agreement containing an arbitration provision existed between the parties.
2. The trial court correctly refused to compel arbitration on the non-signatory respondents where the specific dispute fell outside of the scope of the alleged agreement and where the respondents in no way relied upon the alleged agreement in support of their claims.
3. The trial court correctly ruled that, even if the alleged agreement were potentially applicable to the allegations of the complaints, it was simply too “narrowly worded” to encompass the causes of action at issue.
4. The trial court correctly held appellants waived their right to compel arbitration in this matter.
5. The trial court was without error in determining that the potential liability of the appellants could be based on a statutory duty making the corporate defendant liable for the “outrageous conduct” of their authorized and/or acting agents under the *respondeat superior* doctrine.

STATEMENT OF THE CASE

This appeal arises from the trial court’s denial of Appellants Peerless Insurance Company, Montgomery Insurance Company and Safeco Insurance Company’s (Insurers) Motions to Compel Arbitration and Dismiss Claims in a total of fourteen actions involving the above-

named Respondents and Defendant Laurie Williams (Ms. Williams). Insurers named Laurie Williams as Defendant in its cross claim filed on April 15, 2013. Insurer's Answer, Counterclaim and Cross Claim, Civil Action No. 2013-CP-01-66.

On May 28, 2013, Ms. Williams, an Insured, filed a cross claim against Insurers for claims substantially similar to those made by Plaintiff customers (the Insureds) in the cases consolidated for this appeal. Defendant Williams' Answer and Cross Claim to Insureds Civil Action No. 2013-CP-01-66. In her cross claim, Ms. Williams filed suit against two local insurance agents, Defendants Laura Willis (Willis) and Jesse Dantice (Dantice), and their agency, Southern Risk Insurance Services, LLC (Southern Risk), for breach of contract and violations of the S.C. Unfair Trade Practices Act. *Id.*, ¶¶ 48-70. Ms. Williams also named several national insurance companies, including Appellants, in her cross claim under a *respondet superior* theory, alleging Appellants failed to supervise or audit Willis or Southern Risk, resulting in various harms to her. *Id.*, ¶¶ 71-76. Appellants served their Answer to Laurie Williams' cross claim on June 28, 2013.¹ Insurer's Answer, Civil Action No. 2013-CP-01-66.

The Insurers filed a motion to compel arbitration on October 31, 2013. Insurers sought to enforce an arbitration provision contained in an alleged agreement (Agency Agreement) between Appellants and Dantice, a defendant in each of the fourteen related actions. The Insurers argue that

¹ It appears in Appellants' Initial Brief, Laurie Williams was inadvertently omitted from the caption. Laurie Williams is listed as a Defendant in civil action number 2013-CP-01-66 and is a Respondent in this appeal.

because the Insureds seek to recover from them based on duties that would not exist but for the alleged agency agreement at issue, the court should compel arbitration based on the arbitration provisions found in the subject agreement.

The Insureds filed a Memorandum in Opposition to the motions, asserting no valid or enforceable agreement to arbitrate exists because the agency agreement on which the Insurers base their motions is unsigned by any representative of Southern Risk. The Insureds were neither signatories nor parties to the alleged agency agreement, and their claims against the Insurers are not within the scope of the arbitration clause contained within the agreement. The Court heard oral arguments on the motions on January 21, 2014, and the Insureds filed their briefs in opposition to the motions the same day. The Insurers filed a reply memorandum on February 11, 2014 and attached additional evidence for the court to consider, including an opinion affidavit of an employee of Insurers.²

On March 25, 2014, the Court issued its order denying the Insurers' motion, finding the Insurers "failed to meet their burden of proof in establishing a valid, binding contract by which the [Insureds] should be forced to arbitrate their claims." Order, p. 3. Thereafter, on April 8, 2014,

² The presiding judge granted the Insurers' request to file a reply brief only to address two points raised in the Insureds' Memoranda in Opposition. He specifically declined to leave the record open for the addition of any new evidence. (Tr., p. 39 ("So I'm assuming that by allowing them to do a reply brief, you're not leaving this hearing open." "No. Just to respond to the issues that you raised that they were not apprised to it. It's just two as I understand it.")).

the Insurers filed Motions to Alter or Amend. The court denied the Motions to Alter or Amend on April 21, 2014.

The Insurers filed their Notice of Appeal on April 25, 2014. Thereafter, the Insurers filed a Consent Motion to Consolidate Appeals in all fourteen cases. The Court granted the Motion, consolidating the appeals pursuant to Rule 214, SCACR, on June 18, 2014.

STATEMENT OF THE FACTS

Cynthia Gary's sports utility vehicle struck Laurie Williams while she was walking along a rural road on July 26, 2012. Ms. Williams sustained serious injuries as a result of this collision. A few months after the collision, on October 30, 2012, one of the Insurers, First National Insurance Company of America filed suit against Wayne Gary and Cynthia Gary (the Garys) and Ms. Williams in the United States District Court of South Carolina.³ Summons and Complaint, Insurers v. Gary and Williams, Civil Action No. 8:12-CV-3124-GRA. The insurer sought a judgment declaring it had no duty to defend or indemnify the Garys for the July 26, 2012 collision in which Laurie Williams was seriously injured. *Id.* The insurer alleged the Garys fraudulently procured the applicable insurance policy. *Id.* The Insurers' Complaint made no mention of arbitration. *Id.* After Ms. Williams and the Garys answered and counterclaimed, the parties stipulated to dismiss the federal court action.

³ First National Insurance Company of America v. Robert Wayne Gary and Cynthia Gary, and Laurie Wilson Williams, Civil Action No. 8:12-CV-3124-GRA, United States District Court, District Court of South Carolina.

Stipulation of Dismissal, Insurers v. Gary and Williams, Civil Action No. 8:12-CV-3124-GRA.

After the Garys filed suit in state court against the Insurers and other Defendants, Insurers answered and filed a cross claim against Ms. Williams. Insurer's Answer, Counterclaim and Cross Claim, Civil Action No. 2013-CP-01-66. Insurer's cross claim made no mention of an arbitration clause. Ms. Williams filed a cross claim against Insurers. Williams' Answer and Cross Claim, Civil Action No. 2013-CP-01-66. In their Answer to Ms. Williams' cross claim, Insurers set forth nine affirmative defenses, but like their prior pleadings, made no mention of arbitration. Insurer's Answer to Williams Cross Claim, Civil Action No. 2013-CP-01-66.

In addition to the these facts, Ms. Williams adopts the entire Statement of the Facts in the Initial Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR.

STANDARD OF REVIEW

The denial of a motion to compel arbitration is subject to de novo review; however, the trial court's factual findings will not be overruled if reasonably supported by any evidence. *Gissel v. Hart*, 382 S.C. 235, 240, 676 S.E.2d 320, 323 (2009); *Aiken v. World Fin. Corp. of South Carolina*, 373 S.C. 144, 148, 644 S.E.2d 705, 707 (2007); *Partain v. Upstate Auto. Grp.*, 386 S.C. 488, 491, 689 S.E.2d 602, 603 (2010).

ARGUMENT

There is more than ample evidence to reasonably support the trial court's denial of the Insurers' Motion to Compel Arbitration and Dismiss Claims, where the Insurers ignore the statutory law of our state and instead seek to apply an unsigned arbitration provision contained in an alleged agency agreement to the Insureds, who are third parties and non-signatories to the alleged agreement.

1. The trial court was correct in ruling no valid agreement containing an arbitration provision existed between the parties.

Respondent Williams adopts the Insureds' Argument I., in its entirety, in the Initial Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite.

While Ms. Williams adopts the Insureds' arguments in section I., additional information is pertinent to her case. The Insurers extensively discuss the purported Agency Agreement that they argue contains a binding arbitration clause. Brief of Appellants, p. 5-21. However, the Insurers fail to cite even one South Carolina statute relating to insurance, despite that our code of law devotes an entire title to "The Insurance Law." S.C. Code Ann. § 38-1-10 *et. seq.* (1976, as amended).

The Insurers have obligations under South Carolina statutory law separate and apart from any alleged Agency Agreement may impose. S.C. Code Ann. § 38-1-10 *et. seq.* (1976, as amended); S.C. Code Ann. § 38-1-20 (33) (1976, as amended) ("Insurer" includes a corporation, fraternal /

organization, burial association, other association, partnership, society, order, individual, or aggregation of individuals engaging or proposing or attempting to engage as principals in any kind of insurance or surety business, including the exchanging of reciprocal or interinsurance contracts between individuals, partnerships, and corporations.”).

Willis and Dantice were agents of the Insurers. S.C. Code Ann. § 38-51-10(h) (1976, as amended) (“Any person who ... (h) shall do or perform any ... act or thing in the making or the consummating of any contract of insurance for or with any such [insurance] company, other than for himself ... whether any such acts shall be done by an employee of such insurance company or at the instance or request of such insurance company, shall be held to be acting as the agent of such insurance company for which such act is done or risk is taken.”). Any liability the Insureds and Agents assert against Willis, Dantice, and the Insurers derives from our state’s statutory law and not from the purported agency agreements submitted in support of the Motions to Compel.

Under these statutory sections, Willis and/or Jesse Dantice are agents of the Insurers, and as such, the companies are liable for the wrongful acts of their agents under the doctrine of *respondent superior*. As is well-established in South Carolina, a principal is liable under the doctrine of *respondent superior* for the acts of his agent acting within the scope of employment, even where the agent acts against the express instructions of his principal. *S. Carolina Ins. Co. v. James C. Greene & Co.*, 290 S.C. 171, 180, 348 S.E.2d 617, 622 (Ct. App. 1986) (holding if a master-servant relationship exists between the defendant and the tortfeasor, the

law imputes the negligent act of the servant to the master). The Insureds seek to impose liability on the Insurers pursuant to § 38-51-10, under the *respondent superior* doctrine. This is unrelated to the alleged agency agreement and nothing in Respondents' pleadings relate to a dispute or disagreement in the interpretation of the agreement, its performance or nonperformance, or its termination. Even if this Court holds the alleged agency agreements are valid binding contracts between Insurers and Dantice and Willis such contract and arbitration agreement clearly do not apply to the Insureds' cases.

2. The trial court correctly refused to compel arbitration on the non-signatory respondents where the specific dispute fell outside of the scope of the alleged agreement and where the respondents in no way relied upon the alleged agreement in support of their claims.

Respondent Williams adopts the Insureds' Argument II., in its entirety, in the Initial Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cited.

3. The trial court correctly ruled that, even if the alleged agreement were potentially applicable to the allegations of the complaints, it was simply too "narrowly worded" to encompass the causes of action at issue.

Respondent Williams adopts the Insureds' Argument III., in its entirety, in the Initial Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cited.

4. The trial court correctly held appellants waived their right to compel arbitration in this matter.

Respondent Williams adopts the Insureds' Argument IV. in the Initial Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cited.

While Ms. Williams adopts the Respondents' arguments in section IV., additional information is pertinent to Ms. William's case. In determining whether a party has waived its right to compel arbitration, our courts have looked to the following factors: 1) the length of time between commencement of the action and the filing of the motion to compel, 2) if the party requesting arbitration engaged in extensive discovery before moving to compel arbitration; and 3) the prejudice on the non-moving party by the moving party's delay in seeking arbitration. *Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 126, 647 S.E.2d 249, 251 (Ct. App. 2007). All three factors are met and the Court should uphold the trial court's denial of Insurers' Motion to Compel Arbitration.

Our Court of Appeals held "[w]hat is a 'substantial length of time' varies from one case to the next, depending on the extent of discovery conducted and the corresponding presence or absence of prejudice to the party opposing arbitration." *Rhodes*, 374 S.C. at 127, 647 S.E.2d at 251. Insurers did not first seek to arbitrate any matter with Ms. Williams before it filed suit against her in federal court in October 2012. Summons and Complaint, *Insurers v. Gary and Williams*, Civil Action No. 8:12-CV-3124-
GRA. Insurers knew, or should have known, about the arbitration clause

when it filed this suit in federal court. Insurers again failed to request arbitration when it filed its cross claim against Ms. Williams in state court in April 2013. Insurer's Answer, Counterclaim and Cross Claim, Civil Action No. 2013-CP-01-66. Insurers answered Ms. Williams' cross claim in June 2013 and again, never mentioned or requested arbitration. Insurer's Answer to Williams Cross Claim, Civil Action No. 2013-CP-01-66.

More than one year passed before Insurers filed their Motion to Compel Arbitration and the Motion was Ms. Williams' first notice of the purported agency agreement and the alleged arbitration clause in the agency agreement. While our courts have not drawn a bright line for how long is too long before moving to compel arbitration, more than one year is a significant delay when Insurers have had multiple opportunities to request Ms. Williams participate in arbitration and failed to do so until in multiple pleadings it filed in both federal and state courts against Ms. Williams.

Insurers have engaged in discovery during the pendency of this action and during the pendency of its federal action. While the Insurers may not have yet taken depositions or been deposed, they admit they ceased responding to any discovery causing the delay in the discovery process. Brief of Appellants, p. 24, FN 13. Now, they rely on their declination to answer discovery requests to support their argument that arbitration should be compelled.

The prejudice to the nonmoving party is the last factor to consider. Ms. Williams was severely injured in a collision in July of 2012. Ms. Williams filed a separate negligence action related to the collision.

Summons and Complaint, Civil Action No. 2013-CP-01-165. Discovery is nearly complete in the companion negligence action, but it is stayed until this action is resolved. Order, Civil Action No. 2013-CP-01-165. Ms. Williams is significantly prejudiced by Insurers' considerable delay in moving to compel arbitration as she cannot proceed in her negligence action until this matter is resolved.

5. The trial court was without error in determining that the potential liability of the appellants could be based on a statutory duty making the corporate defendant liable for the "outrageous conduct" of their authorized and/or acting agents under the *respondeat superior* doctrine.

Respondent Williams adopts the Insureds' Argument V., in its entirety, in the Initial Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite.

ADDITIONAL SUSTAINING GROUNDS

Respondent Williams adopts the Insureds' arguments to support additional sustaining grounds. in its entirety, in the Initial Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite.

CONCLUSION

For the above stated reasons, the Motions to Compel Arbitration were appropriately denied by the trial court and the appeal in this matter should be dismissed with costs.

Respectfully Submitted,

HAWTHORNE MERRILL LAW, LLC



Jane H. Merrill

410 Main St. | Greenwood, SC 29646

864-229-1010 | jane@hmlawsc.com

September 17, 2014

Greenwood, SC

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2012-CP-01-00306
Appellate Case No. 2014-00946

RECEIVED
SEP 22 2014

SC Court of Appeals

Richard Wilson, Michael J. Antoniak, Jr., Marsha L. Antoniak,
Anita L. Belton, Prescott Darren Bosler, Johnny Calhoun, Sallie
Calhoun, Cynthia Gary, Robert Wayne Gary, Eugene P. Lawton,
Jr., Jeanette Norman, James Robert Shirley, Robert W. Spires,
Crystal Spires Wiley, Lewis S. Williams, Janie Wiltshire, Benjamin
Franklin Wofford, Jr., and Rebecca Hammond Wofford,
.....Respondents,

v.

Laura B. Willis and Jesse A. Dantice, individually, and as
agents and/or brokers for Southern Risk Insurance Services LLC,
Travelers Casualty Insurance Company of America, Allied Property and
Casualty Insurance Co., Peerless Insurance Co., Montgomery Mutual
Insurance Co., Safeco Insurance Co. of America, and Foremost
Insurance Co., Southern Risk Insurance Services, LLC, Travelers
Casualty Insurance Co. of America, Allied Property and Casualty
Insurance Co., Peerless Insurance Co., Montgomery Mutual Insurance
Co., Safeco Insurance Co. of America, and Foremost Insurance Co., Laurie
Williams,.....Defendants,

Of whom Peerless Insurance Co., Montgomery Mutual Insurance
Co., and Safeco Insurance Co. of America
are.....Appellants.

PROOF OF SERVICE

I, the undersigned Administrative Assistant of Jane H. Merrill of Hawthorne Merrill Law, LLC, attorney for Laurie Williams, do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following addresses:

Pleadings: Initial Brief of Respondent, Laurie Williams

Counsel Served: Thomas E. Hite, Jr.
Hite & Stone
PO Box 805
Abbeville, SC 29620

William H. Nicholson, III
Nicholson & Anderson
PO Box 457
Greenwood, SC 29648

Mason A. Goldsmith
Elmore Goldsmith, PA
PO Box 1887
Greenville, SC 29602

Elizabeth M. McMillian
McAngus Goudelock & Courie, LLC
PO Box 2980
Greenville, SC 29602

Jeffrey C. Kull
Murphy & Grantland, PA
PO Box 6648
Columbia, SC 29260

D. Larry Kristinik
Nelson Mullins Riley & Scarborough, LLP
PO Box 11070
Columbia, SC 29211

James C. (Trey) Cox, III, Esquire
Grier Cox & Cranshaw, LLC
PO Box 2823
Columbia, SC 29202-2823

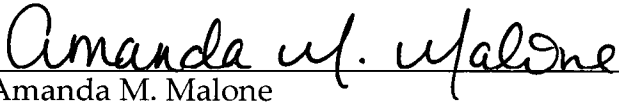
Jeffrey A. Lehrer, Esquire
Ford & Harrison, LLP
100 Dunbar Street, Suite 300
Spartanburg, SC 29306

C. Mitchell Brown
Nelson Mullins Riley & Scarborough, LLP
PO Box 11070
Columbia, SC 29211

William C. Wood, Jr.
Nelson Mullins Riley & Scarborough, LLP
PO Box 11070
Columbia, SC 29211

Miles E. Coleman
Nelson Mullins Riley & Scarborough, LLP
PO Box 11070
Columbia, SC 29211

Robert C. Calamari
Nelson Mullins Riley & Scarborough, LLP
PO Box 3939
Myrtle Beach, SC 29578


Amanda M. Malone
Administrative Assistant

September 17th, 2014



HAWTHORNE MERRILL
LAW LLC

September 17, 2014

The Honorable Jenny Abbott Kitchings
Clerk of Court
The South Carolina Court of Appeals
1015 Sumter Street, 5th Floor
Columbia, SC 29201

410 Main Street
Greenwood, SC 29646

864-229-1010

jane@hmlawsc.com

RE: Richard W. Wilson v. Laura B. Willis, and Jesse A. Dantice, et al
Civil Action No. 2012-CP-01-306
Appellate Case No. 2014-00946

Dear Ms. Kitchings:

Enclosed please find the original and one copy of the Initial Brief of Respondent, Laurie Wilson Williams along with an original and one copy of the proof of service in connection with the above referenced matter. Please file the originals with the court and return one clocked copy to me using the stamped addressed envelope provided.

RECEIVED
SEP 22 2014
SC Court of Appeals

By copy of this letter to counsel of record, we are serving them with copies of these pleadings. Thank you for your attention to this matter.

Sincerely,

HAWTHORNE MERRILL LAW, LLC

Jane H. Merrill

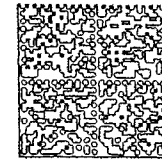
JMH/amm

Enclosures

Cc: Thomas E. Hite, Jr., Esquire
William H. Nicholson, III, Esquire
Mason A. Goldsmith, Esquire
Elizabeth M. McMillian, Esquire
Jeffrey C. Kull, Esquire
D. Larry Kristinik, Esquire
James C. (Trey) Cox, III, Esquire
Jeffrey A. Lehrer, Esquire
C. Mitchell Brown, Esquire
William C. Wood, Esquire
Miles E. Coleman, Esquire
Robert C. Calamari, Esquire

Hawthorne Merrill Law, LLC
410 Main Street
Greenwood, SC 29646

Priority Mail
CompassPrice



UNITED STATES POSTAGE
PITNEY BOWES
02 1P \$005.050
0001067144 SEP 17 2014
MAILED FROM ZIP CODE 29646

RECEIVED
SEP 22 2014
SC Court of Appeals

The Honorable Jenny Abbott Kitchings
Clerk of Court
The South Carolina Court of Appeals
1015 Sumter Street, 5th Floor
Columbia, SC 29201

