THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas
Benjamin H. Culbertson, Circuit Court Judge

Appellate Case No. 2014-000156
Case No. 2012-CP-22-00558

David M. Repko.....Appellant,

v.

County of Georgetown .....Respondent.

FINAL REPLY BRIEF OF APPELLANT

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The Defendant-Respondent County of Georgetown ("the County") has filed its Initial Brief of Respondent. In its initial brief, the County contends that the Circuit Court's judgment should be affirmed: (1) for the reasons given by the Circuit Court in its orders; and (2), as an additional sustaining ground, because this action purportedly was filed following the expiration of the statute of limitations. Pursuant to Rule 208(a)(3), SCRAP, Plaintiff-Appellant David M. Repko submits this Appellant's Initial Reply Brief for purposes of replying to County's arguments and clarifying the County's various misconstructions of Appellant's arguments on appeal.

ARGUMENT

I. The County's Initial Brief has failed to rebut the Appellant's argument that the challenged provision of Article V, Section 3-1 is unenforceable given this State's Tort Claims Act.

The Tort Claims Act provides that a county is "liable for . . . [its] torts in the same manner and to the same extent as a private individual under like circumstances, subject to the limitations upon liability and damages, and exemptions from liability and damages, contained herein." S.C. Code Ann. § 15-78-40(a). However, the County has attempted to limit its liability for torts far beyond the limitations and exemptions contained in our State's Tort Claims Act. The ordinance at issue, Article V, Section 3-1 of the Georgetown County Improvement Standards Ordinance, provides in pertinent part:

> Acceptance of a financial guarantee by Georgetown County shall not be construed as an obligation to any other agency, utility or property owner within affected developments.

In granting the County's motion for a directed verdict, the Circuit Court *effectively* construed this language as providing sovereign immunity for the County with respect to its clear mishandling of financial guarantees provided by the developer. A

private person, under like circumstances as the County, would be liable for to the Appellant for negligently handling financial guarantees. In direct contradiction to the foregoing, the Circuit Court's construction of Section 3-1 finds that the County is *not* liable to the Appellant, or anyone for that matter, for such tortious conduct. Importantly, the Tort Claims Act does not provide counties any specific immunity or exemption for this conduct. Appellant has argued and currently argues, as is briefed before this Court, that the Circuit Court's construction[1] of Section 3-1 in this way is erroneous as such a construction and effect is preempted by our State's Tort Claims Act.

In response to Appellant's preemption argument, the County argues (1) that the Appellant "mixes the concepts of duty, liability, and immunity to construct an erroneous argument that the Tort Claims Act 'preempts' §3-1 and renders it void" and (2) that said argument is not preserved for appeal and "manifestly without merit." (Initial Brief of Respondent at 3).

A. The Appellant's preemption argument is properly preserved for appellate review.

Initially, the County baldly asserts that Appellant's preemption argument is not preserved for appeal. (Initial Brief of Respondent at 3). However, the County subsequently asserted that "it is *questionable*" whether Appellant's preemption argument is preserved for appeal. (Initial Brief of Respondent at 10, fn. 3). Both assertions by the County are misguided.

At trial, Appellant's counsel raised and argued the substance of Appellant's preemption argument in opposition to the County's directed verdict motion:

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[1] The ordinance may be enforceable when construed to simply limit the County's contract liability – viz., to prevent any landowner from claiming he is a third party beneficiary of a financial guaranty accepted by the County.

> MR. MOODY: Clearly, the governmental – a, a county is not allowed to just wipe away, waive any of its liability based upon the Tort Claims Act. The Tort Claims act is applicable to all government entities.
>
> ...
>
> What I'm saying is the County cannot override South Carolina law with regards to their liability for their negligent conduct just by writing an ordinance that "We don't owe a duty to anybody."

(R. p. 239, lines 21-24; p. 240, lines 6-8). After the Circuit Court's ruling, Appellant again reiterated his argument in support of his motion to reconsider. (R. p. 262, lines 13-14; p. 263, lines 24-25) ("South Carolina Tort Claims act is the exclusive remedy to deal with claims against a government entity . . . Essentially what the County has sought to do is circumvent the Tort Claims Act by including that language"). Accordingly, Appellant raised this preemption argument twice.

Although unsupported, the County's argument appears to rest upon Appellant's trial counsel having used *different terminology* than it has used in its brief. Instead of using the words "preemption" or "sovereign immunity," Appellant's trial counsel used the similarly effective word "override" and the phrase "a county is not allowed to just wipe away, waive any of its liability based upon the Tort Claims Act." (R. p. 239, lines 21-24; p. 240, lines 6-8). However, this argument is not waived or wanting of preservation merely because Appellant's trial counsel did not use the more formal legal terminology of "preemption" and "sovereign immunity." The substance and nature of Appellant's preemption argument at trial was that the County could not waive, by way of this ordinance, its tort liability beyond the specific provisions of the Tort Claims Act. Use of the word "override" in this context is the substantial equivalent of the word "preempt."

Interestingly, South Carolina appellate courts repeatedly find an issue is preserved for appellate review when the nature of the issue is clear from the argument made in the

record, even upon failure to use correct legal terminology. *State v. Russell*, 345 S.C. 128, 132, 546 S.E.2d 202, 204 (Ct. App. 2001) (finding argument in motion for directed verdict preserved for appeal even though movant omitted "corpus delicti" from argument); *State v. James*, 362 S.C. 557, 562, 608 S.E.2d 455, 458 (Ct. App. 2004) (finding argument in motion for directed verdict as preserved for appeal even though movant argued "insufficient evidence" instead of "substantial circumstantial evidence"); *State v. Guillebeaux*, 362 S.C. 270, 274 n.1, 607 S.E.2d 99, 101 n.1 (Ct. App. 2004) (finding argument improperly stated as "motion for mistrial" nevertheless preserved a "motion for a new trial" for appellate review). It seems clear that no specific or "magic language" is required to preserve an issue for appellate review. Therefore, the County's argument that Appellant's preemption argument is not preserved for appeal is contrary to relevant South Carolina case law and meritless.

Appellant's argument is preserved for appeal, especially upon view of *why* Appellant continued to argue the Tort Claims Act in vehement opposition to the Circuit Court's construction of the ordinance's "sovereign immunity" language. The legal nature and substance of Appellant's argument to the Circuit Court is manifest: the Tort Claims Act renders the "sovereign immunity" language of the ordinance unenforceable. Whether Appellant's trial counsel presented that issue as "preemption" or an attempt to "override" the Tort Claims Act is irrelevant, as the nature of the argument is manifest. Therefore, the County's contention that Appellant's preemption argument is not preserved for appellate review must be rejected as unfounded and incorrect.

B. The County has failed to make any credible legal argument that the ordinance's language can permissibly disclaim and limit the County's tort liability beyond the provisions of the Tort Claims Act.

The County offers only two arguments in response to the Appellant's argument that the "sovereign immunity" provision of the ordinance is unenforceable. First, the County contends that Appellant's argument is based on a "false premise." According to the County, Section 3-1 is "not a sovereign immunity provision - it goes to the existence of a duty and does not provide an immunity from breach of a duty." (Initial Brief of Respondent at 9). This argument is not only meritless, but is disingenuous. The Appellant's brief clearly explained that Appellant would, throughout its brief, *refer* to the challenged ordinance language as a "sovereign immunity provision," because the Circuit Court's construction effectively provides the County with sovereign immunity for accepting and handling a financial guarantee thereunder. Clearly, the Appellant is simply using the phrase "sovereign immunity provision" as a shorthand reference for the portion of Article V, Section 3-1 that the Appellant contends is unenforceable as construed. To be clear, Appellant is *not* arguing or asking this Court to decide whether the ordinance is indeed a grant of sovereign immunity. Instead, Appellant argues that the Circuit Court's construction of the challenged provision is simply unenforceable as construed given this State's Tort Claims Act.[2]

Second, the County argues that the ordinance does not involve immunity, but only the existence of a duty. The County's argument not only confuses Appellant's argument, but also confuses the legally distinct "sovereign immunity" and "statutory immunity." As the existence of a duty is required for the tort of negligence, the Circuit Court's

[2] This is another reason the failure of counsel to characterize the ordinance using these words is irrelevant to whether the preemption issue is preserved for appeal.

construction of the ordinance stating "no obligation" is owed has effectively conferred sovereign immunity to the County. Unlike statutory immunity, which is waived if not pleaded and is usually subject to a gross negligence exception, sovereign immunity insulates the County from tort liability in *all* situations. Accordingly, given the Circuit Court's construction, the Appellant's characterization of the challenged language as a "sovereign immunity provision" is an accurate description of the ultimate net effect as it has been construed. The County's claim that Appellant's preemption argument is based on a "false premise" is manifestly incorrect.

In response to Appellant's preemption argument, the County contends that Appellant "misperceives the impact and purpose of the Tort Claim Act. It does not create or impose any duty – it simply limits liability for breach of an existing duty, and § 3-1 precludes the existence of any special or private duty in this case." (Initial Brief of Respondent at 10). Again, to be clear, Appellant is *not* arguing that the Tort Claims Act imposes a duty. Instead, Appellant argues that the Tort Claims Act renders the challenged "no obligation" language of Section 3-1 unenforceable when construed, as the Circuit Court has, to completely disclaim any tort duty. As argued in Appellant's initial brief, this Court should find that the "sovereign immunity" provision of Section 3-1 is unenforceable as overridden, waived, or preempted by this State's Tort Claims Act.

II. The County failed to rebut Appellant's arguments that the "special duty" test is satisfied and the Circuit Court's holding to the contrary should be reversed.

The County argues that the Circuit Court correctly found that Appellant failed to satisfy elements two and three of the "special duty" test. (Initial Brief of Respondent at 10). With respect to element two test – "the statute imposes on a specific public officer a

duty to guard against or not cause that harm." *Platt v. CSX Transp., Inc.*, 388 S.C. 441, 443, 697 S.E.2d 575 (2010). Appellant argues that the County's decision to accept a financial guarantee is imposed on a specific public officer of the Planning Department as provided in the ordinance. (R. p. 243, line 24 – p. 244, line 8). Additionally, as provided in Section 3-5, the County's granting of reductions of a financial guarantee is imposed on the Planning Department, subsequently, to the Department of Public Works.

Contrary to the County's argument and Circuit Court's finding, South Carolina case law shows that element two can be satisfied when the statute identifies a specific agency or specific employees of that agency. In *Jensen v. Anderson County Dep't of Social Services*, social workers employed by Anderson County Department of Social Services failed to properly investigate a child abuse complaint that the mother's boyfriend was beating her child. *Jensen*, 297 S.C. 323, 377 S.E.2d 102 (Ct. App. 1988), *aff'd*, 304 S.C. 195, 403 S.E.2d 615 (1991). The child subsequently was beaten to death by the mother's boyfriend. The child's family thereafter filed a wrongful death action against a county agency. The statute then at issue, The Child Protection Act, designated each county's Department of Social Services as the "local child protection agency" and imposed a duty upon it to conduct "an appropriate and thorough" investigation to determine whether a report of abuse is "indicated" or "unfounded." If indicated, the social worker was required to petition the Family Court for the removal of the child from the home. The Court of Appeals, affirmed by our Supreme Court, found that the statutory language imposed a duty on *specific* public officers in satisfaction of element two of the "special duty" test. *Jensen*, 297 S.C. at 331. Accordingly, the *Jensen* case shows that element two is satisfied by statutory language identifying a specific agency or specific

employees of that agency. Here, the ordinance's language identifies a specific agency or employees of that agency by imposing a duty in the first instance upon the Planning Department and, subsequently, the Department of Public Works.

With respect to element three of the "special duty" test, requiring that a class of persons the statute intends to protect is identifiable before the fact, Appellant argues that property owners in the development at issue here are the obvious class *intended* to be protected. Further, the Circuit Court's ruling that element three is unsatisfied rests upon its erroneous finding that the "no obligation" language is not only enforceable, but also expansively disclaims any duty sounding in tort, and altogether show a *lack of intent* to protect property owners. As briefed, Appellant reiterates that the "sovereign immunity" language is unenforceable as construed by the Circuit Court.

Finally, the County opposes the existence of a "special duty" based upon policy concerns. Relying on *Brady Dev. Co. v. Town of Hilton Head Island*, the County argues that imposing upon it a duty in this case would make it an insurer of developments and discourage regulation of developments. However, the policy concerns espoused in *Brady* are simply not invoked in this case as the nature of the duty and the essential purpose of the ordinance at issue in *Brady* are incongruent to those in this case. Imposing a duty on the County running to Appellant and other lot owners in this development would not make the County an insurer of all developments. Instead, the County's grant of a financial guarantee in lieu of infrastructure completion, as a condition precedent to selling lots, would then impose a duty in handling such a guaranty. The duty would be self-imposed by the County, as intended by the ordinance, only when the Planning Department determined it necessary to accept a bond to be held in trust for the

completion of a development. Therefore, the County's arguments are without merit and misplaced and the Circuit Court's judgment to that end must be reversed and the case remanded for trial.

III. The County has failed to show that it was entitled to a directed verdict on immunity grounds.

Initially, the County contends that Appellant has abandoned his argument that S.C. Code Ann. § 15-78-60(4) has no application to this case. Contrary to this assertion, Appellant's trial counsel's argument is quoted verbatim within Appellant's Initial Brief. (at 33). As quoted in the brief, subsection (4) has no application because, at the time of negligence in handling the financial guaranty, the County was acting in an administrative capacity rather than an enforcement capacity, and subsection (4) applies only when the County acts in an enforcement capacity.

Additionally, as Appellant argued at the motion for reconsideration, the Circuit Court completely overlooked that subsection (4) is subject to a gross negligence exception. The jury could have found that the County employees were grossly negligent – i.e., that they intentionally and consciously failed to follow their own ordinance and own professional standards, failed to exercise the care necessary under the circumstances, or failed to exercise even slight care in allowing reductions in the $1.3 million financial guarantee posted by the developer. Accordingly, this is reversible error.

With respect to discretionary immunity under S.C. Code Ann. § 15-78-60(5), the Appellant has argued this immunity subsection did not apply, as a matter of law, because the ordinance did not give the County discretion to reduce the letter of credit to less than 125% of the amount needed to complete the infrastructure.

> MR. MOODY: With regards to Number Five, Your Honor, there is no discretion in the statute with regard- the ordinance with regards to how much monies are to be retained going forward. The . . . ordinance requires that 125% percent of the cost to complete is supposed to be retained. There is no discretionary function to go below that. The employees decided or the County decided to allow that to happen. So that's not a discretionary matter.

(R. p. 246, lines 5-13). The County has no response to this argument other than to claim it is somehow "too conclusory" to present an argument for appeal. The County's argument does not have a basis in reality. Subsection (5), by its very terms, provides immunity only for losses caused by acts or omissions when the government entity exercises discretion *and* "which is in the discretion or judgment of the governmental entity or employee." S.C. Code Ann. § 15-78-60(5). Once the financial guaranty has been accepted, it is mandatory that the financial guarantee stay at 125% of the cost to complete – any reduction of the guaranty below that amount is simply not "in the discretion or judgment of the governmental entity or employee." No additional amplification of this argument is necessary.

The County complains that Appellant's trial counsel did not formally argue gross negligence as exceptions to subsection (4) and (5) in response to the directed verdict. Again, it is clear from the record that Appellant's trial counsel argued that the County had acted in a grossly negligent manner and this argument was sufficient to apprise the Circuit Court that the subsections (4) and (5) did not apply as a matter of law. *See, e.g., Russell*, 345 S.C. at 132, 546 S.E.2d at 204; *James*, 362 S.C. at 562, 608 S.E.2d at 458; *Guillebeaux*, 362 S.C. at 274 n.1, 607 S.E.2d at 101 n.1 (all supporting proposition that "magic language" and proper legal terminology are unnecessary to preserve an issue for appeal so long as nature of issue raised on record). Also, Appellant's trial counsel raised

gross negligence as an exception at the hearing on his Rule 59 motion. *See* (R. p. 266, lines 5-13) (Plaintiff's counsel argued to the Circuit Court that, because the County has raised subsection (12) as a defense, the court was required to construe the remaining immunity provisions as also containing a gross negligence exception).

The County, alternatively, argues that there is no applicable gross negligence exception to subsection (4) and (5) because the Appellant successfully persuaded the Circuit Court that the County was not entitled to a directed verdict under subsection (12).[3] This argument is meritless. The South Carolina Supreme Court has ruled that, when a government entity *asserts* various exceptions to the waiver of immunity, a gross negligence standard is read into all immunity provisions. There is no requirement that the plaintiff must *lose* on his subsection (12) argument before he gets the benefit of this rule. *See Steinke v. S.C. Dep't Labor, Licensing and Reg.*, 336 S.C. 373, 395-96, 520 S.E.2d 142 (1999)(emphasis added) ("[t]his Court and the Court of Appeals previously have recognized that the correct approach, when a governmental entity *asserts* various exceptions to the waiver of immunity, is to read exceptions that do not contain the gross negligence standard in light of exceptions that do contain the standard").

The County's argument that gross negligence exceptions are read into all immunity provisions *only* when subsection (12) "applies" to the case is also incorrect. If subsection (12) applies to the case, then the government entity has complete immunity under that subsection and it is unnecessary to even consider other immunity sections raised by the government entity. The County's argument, accordingly, should be summarily rejected.

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[3] The Circuit Court denied the County's claim that S.C. Code Ann. § 15-78-60 (12) entitled it to immunity. (Order at 10).

IV. The Circuit Court may not be affirmed on the statute of limitations ground.

The County argues the Circuit Court's judgment should be affirmed on statute of limitations ground as an additional sustaining ground. After the Circuit Court denied the County's motion for summary judgment on statute of limitations grounds, the County renewed its argument in support of its directed verdict motion. Again, the Circuit Court denied the County's motion on limitations at the directed verdict stage. Ruling from the bench, the Court explained that "I am not granting the directed verdict motion on the statute of limitations argument . . . I'm kind of inclined to believe that that might have been a factual issue to be determined by the . . . jury." (R. p. 250, lines 17-18 and 21-23); *see also* (R. p. 11).

Viewing the evidence in the light most favorable to the Appellant, the Circuit Court correctly denied the County's motion for directed verdict on statute of limitations grounds. An action against a government entity is forever barred unless an action is commenced within two years after the date the loss was or should have been discovered. *See* S.C. Code Ann. § 15-78-110. The "loss" at issue here is the County's loss of a substantial sum from the financial guarantee for Phase 2-D-1 of the Harmony Township project, without these sums being applied to the infrastructure for this phase. Appellant testified that he first determined that he potentially had a claim against the County for improperly disbursing the financial guarantee in March of 2012 when a friend forwarded an email to him that alerted him to the County's mishandling of the financial guarantees:

> Q. Okay, at what point did you ever determine that you might potentially have a claim against Georgetown County?
>
> A. It was in March of 2012.
>
> Q. And how did that come about?

A. An email was forwarded to me.

(R. p. 193, line 23 – p. 194, line 2).

Q. Was it at that point that you were put on notice that there may have been a problem with the County's . . . handling of these financial guarantees?

A. Yes.

Q. In March of 2012?

A. Yes.

(R. p. 194, line 22 – p. 195, line 2). *See* (R. p. 330)(email).

Viewing the evidence in the light most favorable to the Appellant, Mr. Repko's testimony establishes the date Appellant discovered "the loss." The County's claim that Mr. Repko "knew of his loss no later than November 3, 2008" is meritless. (Initial Brief of Respondent at 31). The only question is whether, viewing the evidence in the light most favorable to the Appellant, the loss "should" have been discovered more than two years from the April 20, 2012 filing date. The "discovery date" is determined as when "the circumstances of the case would put a person of common knowledge and experience on notice that some right of his has been invaded, or that some claim against another party might exist." *Hackworth v. Greenville County*, 371 S.C. 99, 103, 637 S.E.2d 320 (Ct. App. 2006) (*quoting Young v. S.C. Dep't of Corrections*, 333 S.C. 714, 719, 511 S.E.2d 413, 416 (Ct. App. 1999)).

Ignoring that the evidence and inferences must be viewed in the light most favorable to the Appellant, the County again insists that the date is "no later than November 3, 2008" because he knew the developer was in bankruptcy, knew the infrastructure had not been installed, and believed that his property had no value because

of the absence of infrastructure. (Initial Brief of Respondent at 31). This argument is absolutely meritless because the foregoing facts do not even remotely permit an inference that the County lost the financial guarantee and no longer had the ability to complete the infrastructure by itself. As Appellant testified, nothing in the letter he received about the bankruptcy filing put him on notice that the County was drawing down the letters of credit. (R. p. 222, lines 2-4).

Further, the County ignores that, after the developer stopped working on the project, a new owner took over the project. The new owner hired its own contractor and requested the County release funds for payment to the contractor after work was completed. (R. p. 64, lines 14-20). The County released funds "quite a few times and maybe for a year after that." (R. p. 64, line 23 – p. 65, line 1). The County determined the new owner of Harmony was not trustworthy and stopped releasing funds. (R. p. 65, lines 3-11). The new developer walked off the job. (R. p. 74, lines 16-22). The record does not provide full details of precisely when the second developer walked off the job, or when, if ever, Appellant discovered that the second developer also stopped working. But, once again, the scant evidence in the record provides no inference that a reasonable person would have known of the County's mishandling of the financial guarantee based on the second developer's withdrawal from the project.

The County's argument that the bankruptcy of the first developer placed Appellant on constructive knowledge of the mishandling of the financial guarantee also ignores the effect of the automatic stay of the Bankruptcy Code. When a debtor files for bankruptcy, the filing operates as an automatic stay against, *inter alia*, "any act to obtain possession of property of the estate or of property from the estate or to exercise control

over property of the estate." 15 U.S.C. § 362(c). The County has presented no evidence or argument that the financial guarantee was *not* part of the developer's bankruptcy estate, or that the County obtained relief from the stay that enabled it to exercise control over the financial guarantee. As a result, a person of common knowledge and experience would not conclude from the mere bankruptcy filing and absence of infrastructure that the County had lost the financial guarantee; rather, such person would conclude that the funds were frozen by the bankruptcy and that the County could not access the funds until the bankruptcy concluded, or the County obtained relief from the stay. Nevertheless, as the Circuit Court recognized, this is a question of fact for the jury to determine in any event. Only when the evidence yields only one inference is a directed verdict in favor of the moving party proper. *See The Huffines Co. v. Lockhart*, 365 S.C. 178, 187, 617 S.E.2d 125 (Ct. App. 2006). The trial court must deny the motion when either the evidence yields more than one inference, or the inferences are in doubt. *See Law v. S.C. Dep't of Corr.*, 368 S.C. 424, 629 S.E.2d 642 (2006). Accordingly, the Circuit Court's judgment on the statute of limitations should not be affirmed as an additional sustaining ground in light of the evidence yielding more than one inference.

CONCLUSION

For the reasons stated, the Appellant renews his request that the judgment granting a directed verdict for Georgetown County, the judgment denying the Appellant's Motion to Recuse, and the judgment denying the Motion for Reconsideration and for New Trial, should be reversed. This case should be remanded for trial.

(Signature Page Follows)

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August 26, 2014
Murrells Inlet, SC

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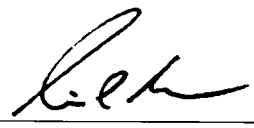
CERTIFICATE OF COMPLIANCE

Pursuant to Rule 211(a), SCACR, I certify that the **Final Reply Brief of Appellant** complies with the provisions of Rule 211(b), SCACR, and with the April 15, 2014, Supreme Court Order regarding personal identifying information and other sensitive information.



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