THE STATE OF SOUTH CAROLINA
In The SUPREME COURT

RECEIVED

FEB 26 2015

S.C. Supreme Court

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Steven H. John, Circuit Court Judge

Case No: 2010-CP-26-8505
Appellate Case Number: 2013-000107

Carolina First Bank n/k/a TD Bank, NA, ... Petitioner,

v.

BADD, LLC and William M. McKown, ... Respondents.

REPLY TO PETITIONER'S RETURN

Richard R. Gleissner
Gleissner Law Firm, LLC
1237 Gadsden St., Suite 200A
Columbia, South Carolina 29201
(803) 787-0505
Attorneys for Respondents

C. Mitchell Brown
Nelson Mullins Riley & Scarborough, LLP
P.O. Box 11070 (29211-1070)
Columbia, South Carolina 29201
(843) 799-2000
Attorneys for Petitioner

BADD, LLC (the "Debtor") and William M. McKown (the "Guarantor", jointly with Debtor the "Respondents"), by and through their undersigned counsel, do hereby reply to Carolina First Bank n/k/a TD Bank, NA (the "Petitioner") and its Return to Respondents' Petition for Rehearing, pursuant to Rule 240 of the South Carolina Appellate Court Rules (the "Rules"). Respondents would crave Petitioner provide a citation to some or any authority which supports Petitioner's fabricated premise by which its entire Return is based upon; "[n]ever has a request for a deficiency judgment in a foreclosure action given rise to a right to a jury trial for a guarantor (or any other party) in a foreclosure action." Without any citation, Petitioner continues to rely upon flagrant misstatements that, at their core, run contrary to the law and history of South Carolina. [1]

A. The Supreme Court's order misapprehends the law regarding a guarantor's right to a trial by jury and renders S.C. Code Ann. § 29-3-660 unconstitutional.

While Petitioner again ignores the law as written, cases interpreting said law, and the devolvement of the law, the right to a trial by jury on a suit on a guarantee should remain inviolate. At the core of Petitioner's argument and the Supreme Court's decision is the argument that a law passed in 1791 removed a guarantor's right to trial by jury. Thus, it is argued, and held by the Supreme Court, that the right to a jury trial could not have been preserved by the Constitution of 1868. There are several facts, laws, and cases that run in direct conflict with this assertion.

1. Firstly, under the South Carolina Constitution of 1790, a guarantor on a note was provided and secured the right to demand a trial by jury. See South Carolina Constitution

[1] The Supreme Court's reliance upon a secondary source, and the complete lack of a single citation to a primary source underscores the weakness of such a position.

of 1790; See also *White v. Kendrick*, 3 S.C.L. 469, 472 (S.C. Const. App. 1805)(Constitution of 1790 preserved rights to jury trial in those cases it was previously afforded). As an action on a guarantee is necessarily an action seeking money damages and a remedy at common law, it would have afforded the guarantor a right to have the case tried by jury in the Circuit Court. See *Smith & Co. v. Bryce*, 17 S.C. 538 (1882)(a suit seeking ordinary remedy at common law entitles a defendant to have his case tried by a jury). Thus, the right to a jury trial in an action on a guarantee was protected by the Constitution of 1790. The argument that a law passed after the adoption of this constitution could remove a right granted within it requires a finding that the subsequent law amended the constitution. The only relevant law passed subsequent to the constitution of 1790 amending the rights contained therein was the Constitution of 1868. Thus, the Act of 1791 could not have impacted the right of a guarantor to a trial by jury.

2. Secondly, the very language of the act of 1791 conflicts with the premise asserted. The Act of 1791 provides that an action seeking money damages, such as a suit on a guaranty, would have been properly brought in the Circuit Court. Neither the language providing the powers to the Equity Court, nor the language amending the proceedings for foreclosure, provide an avenue for a third party guarantor to be dragged before the Equity Court. See Act of 1791. This fact is made plain through those cases applying the powers granted through the Act of 1791. See *Sollee & Warley v. Meugy*, 17 S.C.L. 620 (S.C.Ct. App. 1830)(action against guarantor was afforded right to jury); *Gray v. Toomer*, 39 S.C.L. 261, 262 (S.C. App. L. 1852)(money judgment was required to be had through the

Circuit Court). The Petitioner is unable to cite any language within the Act to the contrary.[2]

3. Moreover, the cases addressing the authority of the Equity Court after the adoption of the South Carolina Constitution of 1868 are in direct conflict with the assertions of Petitioner and held by the Supreme Court. See *Frazee v. Bratton*, 26 S.C. 348, 2 S.E. 125, 127 (1887)("right of trial by jury has existed from time immemorial in all those forms of actions at common law which were in use before the adoption of the Code, such as [actions on debt]"); *Hall v. Young*, 29 S.C. 64 (1888)(the award of a deficiency judgment was held to be within the jurisdiction of the circuit court);*Williams v. Beard*, 1 S.C. 309, 324 (1870)(holding the court of equity could only award relief in the form of the sale of property in foreclosure proceeding); *Anderson v. Pilgram*, 30 S.C. 499, 9 S.E. 587 (1889)(noting that as the mortgagee is required to bring the action first to the circuit court to have the sale ordered by the Equity Court, the Circuit Court was also able to hear the action for the personal judgment) *Perpetual Bldg. & Loan Ass'n of Anderson v. Braun*, 270 S.C. 338, 242 S.E.2d 407 (1978)(affirming the **Circuit Court's** award of deficiency). The decisions after the adoption of the Constitution of 1868 plainly limit the jurisdiction of the Equity Court from awarding a deficiency judgment against a guarantor. The Petitioner's inability to cite a single case in which a third party guarantor was brought before the Equity Court in a foreclosure action prior to 1950 only serves to counter its assertion.[3] A finding that the Act of 1791 removed the guarantor's right to have an action

[2] Respondents would agree with the citation made by Petitioner that the Act provided that prior to the hearing and making of the final decree, the judge of the court "could hear all motions, and make all orders necessary in any case." The Respondents would merely point out that the operative term for purposes of when a jury would necessarily be involved is the term "hearing," which does not limit the use of a jury.
[3] Petitioner's citation to *Welborn v. Cobb*, illustrates this fact as before being referred to the Equity Court, the trial of the action against the guarantor was first heard before a jury. 92 S.C. 384, 75 S.E. 691 (1912).

brought against it in Circuit Court would have run in direct contradiction to these decisions.

4. Further, the proposition relied upon is in direct conflict with the analysis of the cases decided after 1952 and the passage of the statute providing the language currently relied upon by the Supreme Court. A guarantor on a note has always retained the right to demand a trial by jury. See *Airfare, Inc. v. Greenville Airport Comm'n*, 249 S.C. 265, 269, 153 S.E.2d 846, 848 (1967)(holding an action for damages for a breach of contract is an action at law and either party has the right of trial by jury); *Johnson v. South Carolina National Bank*, 292 S.C. 51, 354 S.E.2d 895 (1987)(holding action against guarantor was legal and that it entitled the guarantor a jury trial); *S. Bank & Trust Co. v. Harley*, 295 S.C. 423, 368 S.E.2d 908 (1988)(holding that an action on a guarantee seeking a deficiency was an action of law); see also *TranSouth Fin. Corp. v. Cochran*, 324 S.C. 290, 478 S.E.2d 63 (Ct. App. 1996)("it is well settled that a guarantor's liability is an independent contractual obligation."). The Courts of South Carolina have always considered a guaranty agreement to be separate and apart from the note and mortgage. As discussed in Respondents' Petition, the Courts have held that the analysis of when a trial by jury is afforded the guarantor, contrary to the position now asserted, is more nuanced than whether the claims are joined with those of the mortgagor.

The reliance upon the Act of 1791 for the premise that a guarantor does not a have a right to a trial by jury in the event the complainant brings the action on the contract alongside an equitable action is in direct conflict with the legal analysis in these prior decisions. In light of the law and history that directly contradicts the premise that the act of 1791 somehow removed the guarantor's right to demand a trial by jury, the Supreme Court should rehear this matter.

B. The Petitioner's Return is littered with inaccuracies and misstatements, and approaches the procedure by which a foreclosure is had without regard to the nuance created by the law.

The right to a trial by jury is a right that is not only contained in the Constitution of 1868, but also the Constitution of 1790. As previously cited, the Courts of South Carolina have soundly recognized the right to a trial by jury on actions in common law, as an action against a guarantor must necessarily be. After a thorough review of South Carolina law and precedent, there is no doubt that an action prior to and after the adoption of the Constitution of 1868 seeking money damages against a guarantor carried a right to trial by jury. Petitioner quizzically states that the source of this right is "missing" and that just the opposite is true without a single citation for this supposition. The Supreme Court should rehear this matter before it dismisses the right to trial by jury based upon a misguided opinion of the law only found in a secondary source drafted by attorneys whose primary legal practice involves foreclosing on debtors for the benefit of banks.

As the Petitioner's Return makes clear, the language of the 1791 act nowhere provides for the bringing of a third party into an action for foreclosure and provides for the Circuit Court to hear matters before any report for sale may be issued by the Equity Court. The earliest statute providing for the joinder of claims such as these in a foreclosure action is contained in the Act of 1894. As discussed previously in Respondents' Petition, the Supreme Court in *Simon v. Sabb*, goes to great length at describing these changes as they occurred in the foreclosure procedure. 56 S.C. 38, 33 S.E. 799 (1899). Had the Act of 1791 provided for such an event, the Supreme Court would not have asserted that the act of 1894 required a Circuit Court hear the matter on the personal obligations prior to the Equity Court ordering a sale of the property. No matter how poorly framed by the Petitioner, neither a "mortgagee" nor a "mortgaged estate", as is used in the

act of 1791, can be read as synonymous with a guarantor. While a guarantor does, generally, "promise to answer for the payment of some debt," the promise is wholly separate and distinct from the bond or note creating the debt and the mortgage securing that debt. The Act of 1791 clearly contemplates only the inclusion of the mortgagee in the action. Thus, the Act of 1791 cannot be relied upon as granting the rights provided only later in the Act of 1894.

The Petitioner's reading of *Cobb* is similarly misguided. *Supra.* While the Supreme Court in *Cobb* does discuss the joinder of claims under the laws enacted in 1894, the fact that the claims are allowed to be joined had no impact on the right to trial by jury. The foreclosure proceedings were and continue to be more nuanced than averred by the Petitioner. In the ninth paragraph of the Supreme Court's opinion in *Cobb*, the court made clear that a trial by jury on the claims brought against the guarantor were, in fact, heard before a jury. *Id.* at 694. The action against the guarantor regarding the deficiency, was both joined in the foreclosure action and heard by the jury. *Id.* In his appeal, the guarantor in *Cobb* complained of his right to a separate trial and jury as to the claims by the mortgagor against him regarding his failure of consideration in a separate agreement. *Id.* The case can in no way be read to support the premise that the guarantor, who was awarded a jury trial, was not provided the right to a jury trial. This case only supports the reading of S.C. Code Ann. § 29-3-660 as proposed by Respondent. In order to preserve the right to jury trial afforded the guarantor, a trial by jury in the Circuit Court must be read as permissibly within the reading of the powers of the "Court."[4]

[4] Respondents have attached the statute discussed by *Cobb* and *Sabb* as they were worded in 1912 as Exhibit 1. The Respondents would point out that the Statute explicitly lays out the only method of obtaining a decree of foreclosure through the Equity Court without a trial before the Circuit Court on the merits of the underlying obligation, namely, in those cases which "no judgment for any deficiency is demanded."

In a further misreading of the law, Petitioner contends that in light of the rules regarding joinder in 1912 providing the same powers of the Court under S.C. Code Ann. § 29-3-660, the Act of 1791 must have done the same. The Respondent attempts to assert that the statutes regarding joinder, all lacking in the Act of 1791, supports the argument that trials by jury were not had prior to or after the adoption of the Constitution of 1868. Such an argument is not only unsubstantiated, but as the decision in *Cobb* demonstrates, the Courts of South Carolina have long been able to have a jury hear matters within a foreclosure action. The ability to join a party to the foreclosure in no way effects the joined party's right to trial by jury.

The Petitioner's similarly misplaces its reliance on *General Plywood Corp. v. Richard Jones.* 216 S.C. 322, 57 S.E.2d 636 (1950). The Respondents have in no way argued that the Equity Court has not been granted, since the adoption of the Constitution of 1868, the power to issue decrees of equity regarding the deficiency of an obligation by a mortgagee. Id. (citing to cases that dealt only with equitable causes of action and equitable defenses and noting that changes in the Code have only since 1942 provided for the relief sought in this decision).To the contrary, the Respondents' have and continue to assert that a legal action on a separate contract has always afforded the defendant the right to demand a trial by jury, regardless if the matter is joined in a foreclosure proceeding.

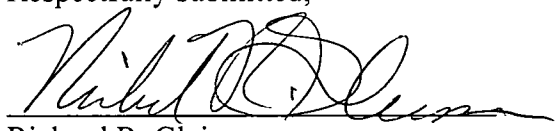
The Respondents do not wish to belabor the importance of the cases regarding guarantors cited by Respondents in their petition. The Respondents would only note that the Petitioner has no argument that the cases are not controlling or illustrative, only that they may not specifically address a right of trial by jury for a guarantor brought into a foreclosure action on real property, later to be referred to the Equity Court. Had a case addressing, what throughout South Carolina history has been presumed, been issued, the Supreme Court would likely not be hearing this

matter. To the contrary, the fact that none exists would point more so to the idea that the many Banks seeking a personal judgment on a guarantee had not yet tried to supplant this right granted to the citizens of South Carolina. Presumably, at some point, a guarantor would have raised the issue had it not been soundly within the assumed rights of the Constitution.

Finally, as it relates to the Petitioners' reading of *Toomer* and *Pilgram*, the Respondents have already discussed these cases at length and would simply pray reference to the decisions themselves as opposed to the mischaracterizations asserted by Petitioner. Similarly, the argument that Respondents' contention that the Supreme Court should read a statute so as to render it constitutional is an unpreserved argument falls flat. Not only has the Respondents continually made the argument that S.C. Code Ann. § 29-3-660 cannot remove the guarantor's right to trial by jury, but, as such an assertion is a maxim of South Carolina law, a party need not make this argument to preserve such a contention.

The State of South Carolina has recognized the importance of juries throughout time immemorial. Until this Opinion of the Supreme Court, a party seeking the power of the state to enforce a promise to pay, separate from a mortgage, always allowed the defendant to demand a jury of his peers decide the issue. While the process by which a person may seek to have the title to property altered through the Courts of this State has changed dramatically, none of these changes should effect the rights of the defendant to the trial by jury. While inconvenient to the many Banks seeking to deprive people of their money, the Constitution should be upheld.

Respectfully submitted,

By: 

Richard R. Gleissner
Luke R. Gleissner
Gleissner Law Firm, LLC
1237 Gadsden Street, Suite 200A
Columbia, South Carolina 29201
(803) 787-0505
Attorneys for Respondents

Columbia, South Carolina
February 26, 2015

EXHIBIT A

§ 217. Answer in Actions to Recover Property Distrained for Damage.—In action to recover the possession of property distrained doing damage, an answer that the defendant, or person by whose command he acted, was lawfully possessed of the real property upon which the distress was made, and that the property distrained was at the time doing damage thereon, shall be good, without setting forth the title to such real property.

1870, XIV, § 189.

§ 218. What Causes of Action May Be Joined.—The plaintiff may unite, in the same complaint, several causes of action, whether they be such as have been heretofore denominated legal or equitable, or both, where they all arise out of:

1. The same transaction, or transactions connected with the same subject of action; or,

2. Contract, express or implied; or,

3. Injuries with or without force, to person and property, or either; or,

4. Injuries to character; or,

5. Claims to recover real property, with or without damages for the withholding thereof, and the rents and profits of the same;[31] or,

6. Claims to recover personal property, with or without damages for the withholding thereof; or,

7. Claims against a trustee, by virtue of a contract, or by operation of law.

But the causes of action so united must all belong to one of these classes, and, except in actions for the foreclosure of mortgages, must affect all the parties to the action, and not require different places of trial, and must be separately stated. In actions to foreclose mortgages, the Court shall have power to adjudge and direct the payment by the mortgagor of any residue of the mortgage debt that may remain unsatisfied after a sale of the mortgaged premises, in cases in which the mortgagor shall be personally liable for the debt secured by such mortgage; and if the mortgage debt be secured by the covenant or obligation of any person other than the mortgagor, the plaintiff may make such person a party to the action, and the Court may adjudge payment of the residue of such debt remaining unsatisfied after a sale of the mortgaged premises against such other person, and may enforce such judgment as in other cases.

1870, XIV, § 190.

Rendering Judgment and Order Sale at Same Time—Judgment to Be Credited.—The Court shall also have the power to render judgment against the parties liable for the payment of the debt secured by the mortgage and to direct at the same time the sale of the mortgaged premises. The said judgment so rendered may be entered and docketed in the Clerk's office in the same manner as other judgments. Upon sale of the mortgaged premises, the officer making the sale under the order of the Court shall credit upon the judgment so rendered for the debt the amount or amounts paid to the plaintiff from the proceeds of the sale.

1870, XIV, § 190; 1894, XXI, 816, § 2.

Parties in Action for Strict Foreclosure and Sale.—But it shall not be necessary to make the personal representative of a deceased mortgagor a party to any foreclosure proceeding; nor in any foreclosure proceeding (if the mortgagor be dead) shall it be necessary to first establish the debt by the judgment of some Court of competent jurisdiction in order to obtain a decree of foreclosure and sale; nor shall it be necessary to make the mortgagor who may have

31. Chamberlain v. Mensing, 51 Fed. 513.

conveyed the mortgaged premises a party to any action for foreclosure where no judgment for any deficiency is demanded.[17]

1900, XXIII, 349.

§ 219. Allegation Not Denied—When to Be Deemed True.—Every material allegation of the complaint, not controverted by the answer, as prescribed in Section 199, and every material allegation of new matter in the answer, constituting a counterclaim, not controverted by the reply, as prescribed in Section 203, shall, for the purposes of the action, be taken as true. But the allegation of new matter in the answer, not relating to a counterclaim, or of new matter in a reply, is to be deemed controverted by the adverse party as upon a direct denial or avoidance, as the case may require.[18]

1870, XIV, § 191.

12. Erskine v. Markham, 84 S. C. 267, 269, 66 S. E. 280; Jenkins v. Atlantic Coast Line R. Co., 84 S. C. 343, 156, 66 S. E. 409.

There is a limit to this union of causes of action. Hellams v. Switzer, 24 S. C. 39. To be a cause of action the matter must be stated in a separate and distinct division of the complaint, in such manner that each division alone might be the subject of an independent action. *Id.*; Hammond v. R. R., 15 S. C. 10. Such failure to so state each cause of action separately is a vice in pleading, but only to be remedied by motion to make more definite and certain. Hellams v. Switzer, 24 S. C. 39.

Action against administrators, their sureties and personal representatives, for account and settlement of the estate of intestate, which made a party defendant, who was alleged to claim the land of the intestate, was held to be multifarious as to that party. Suber v. Allen, 13 S. C. 317.

A bill seeking settlement of all matters growing out of an estate is not multifarious. Tucker v. Tucker, 13 S. C. 318. There is no misjoinder where, under a bill to marshal assets, two of the defendants claim different tracts of land. Barret v. Watts, 13 S. C. 441. Nor where a single action is brought upon a note and account against a corporation and its directors, who are jointly and severally liable therefor. Sullivan v. Sullivan, 14 S. C. 494.

Survivor and representative of surviving partners can be joined as defendants. Wienerhelt v. Byrd, 17 S. C. 106. Causes of action on single bill, promissory note and money account may be joined. Carrion v. Stokes, 20 S. C. 582.

Two or more demands for relief is not a misjoinder. Emory v. Hazard Co., 22 S. C. 476.

Action for partition among remaindermen and for account of estate of life tenant is a misjoinder. Shanks v. Mills, 25 S. C. 358.

A joint trespass by two and continued by one cannot be sued together. Hines v. Janney, 26 S. C. 480, 2 S. E. 593.

Joint action by four wards against their guardian is not multifarious. Stallings v. Barrett, 26 S. C. 474, 2 S. E. 483.

Claim of heirs to land descended, and as distributees, to an accounting, cannot be joined. Rush v. Warren, 26 S. C. 72, 1 S. E. 363. But complaint being dismissed as to land, it was properly retained as to accounting. *Id.*

Demurrer for misjoinder is bad if one cause is imperfectly pleaded. Machine Co. v. Wray, 28 S. C. 86, 5 S. E. 603.

Plaintiff may join suit on note, with claim to set aside fraudulent transactions of his debtor, and failing in last may have judgment for his debt. Magruder v. Clayton, 29 S. C. 467, 7 S. E. 844.

As to judgment for balance due after sale of mortgaged premises. Wagener v. Swygert, 30 S. C. 396, 9 S. E. 107.

Doubted whether two causes of action, one for partition and the other for recovery of real estate, can be joined. Westbay v. Farrow, 34 S. C. 270, 13 S. E. 269.

Action for specific performance of contract to devise or for value of services rendered under such contract is not an improper joinder of actions. Scoggins v. Smith, 31 S. C. 605, 9 S. E. 971.

Action of partner against devisee of copartner in possession of the land alleging that it was partnership property and demanding reconveyance or sale and division of proceeds did not improperly join several causes of action. Jones v. Smith, 31 S. C. 525, 10 S. E. 340.

Plaintiff may join in same complaint an action against an association for illegally receiving his money, with an action against a bank for illegally paying it out. Both causes of action arising out of the same transaction. Pollock v. Building & Loan Ass'n, 48 S. C. 63, 25 S. E. 977.

Where several causes of action are separately stated in the same complaint, plaintiff cannot be required to elect which shall be first tried, or that they be separately tried. Ross v. Jones, 47 S. C. 211, 25 S. E. 60.

An action for damages from a tort and for an injunction against the continuance of the tort, seeking two different modes of relief, states but one cause of action. Threatt v. Mining Co., 49 S. C. 95, 26 S. E. 983. So also a complaint for dower against more than one defendant in possession of different tracts of land aliened by the husband in one tract, states but one cause of action. Bostick v. Barnes, 59 S. C. 22, 37 S. E. 24. After Act of 1900, an order requiring personal representative of mortgagor made a party defendant was properly vacated. Peoples v. Mims, 64 S. C. 226, 42 S. E. 155; Glenn v. Gerald, 64 S. C. 350, 42 S. E. 156. Where no judgment for deficiency is sought against personal representative suit for foreclosure may be brought within year. Green v. McCarter, 64 S. C. 290, 42 S. E. 159. Mortgagor having conveyed, not necessary party. Greenwood Loan and Guarantee Assn. v. Williams, 71 S. C. 424, 51 S. E. 272.

18. Material allegations in a special proceeding not controverted by answer are taken to be true. Columbia Co. v. Columbia, 4 S. C. 133.

Allegations of complaint not controverted are to be taken as true. Lupo v. True, 16 S. C. 579. The only effect of an answer that is not responsive to the complaint is that the complaint so far stands admitted. Zimmerman v. Amaker, 10 S. C. 98.

New matters stated in reply are deemed to be controverted. Gravely v. Gravely, 20 S. C. 93. So are new matters stated in answer. Hubbell v. Courtney, 5 S. C. 85; Geiger v. Kaigler, 15 S. C. 261; Simpson v. Ins. Co., 59 S. C. 195, 37 S. E. 18; Bank v. Gadsden, 56 S. C. 513, 35 S. E. 375. But that of counterclaim is not deemed controverted without reply. Hubbell v. Courtney, 5 S. C. 87.

An answer setting up defenses, other than counterclaim, not set aside on demurrer is left still as controverting the complaint by direct denial or avoidance. Mobley v. Gaston, 6 S. C. 49. Answer admitting complaint, but stating sufficient new matter in avoidance, is deemed to be controverted, and is good. Hughey v. Kellar, 34 S. C. 268, 13 S. E. 475.

An allegation of his corporate existence is no part of plaintiff's cause of action, and is not put in issue by general denial. Insurance Co. v. Turner, 8 S. C. 111; Steamship Co. v. Rodgers, 21 S. C. 33; Palmetto Co. v. Risley, 25 S. C. 309; American Co. v. Hill, 27 S. C. 168, 3 S. E. 82; Rembert v. Railroad, 31 S. C. 309, 9 S. E. 984; Land Co. v. Williams, 35 S. C. 367, 14 S. E. 842.

Failure to deny is such admission of plaintiff's

THE STATE OF SOUTH CAROLINA
In The SUPREME COURT

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Honorable Steven H. John, Circuit Court Judge

Case No: 2010-CP-26-8505
Appellate Case Number: 2013-000107

Carolina First Bank n/k/a TD Bank, NA, Petitioner,

v.

BADD, LLC and William M. McKown, and Charles A. Christenson, Defendants,

of whom BADD, L.L.C. and William McKown are Respondents.

CERTIFICATE OF SERVICE

I certify that I have served the Respondents' Reply to Return to Petition for Rehearing by depositing a copy of it in the United States Mail, postage prepaid, on February 12, 2015, addressed to the attorneys of record as follows:

Thomas Wm. McGee, III, Esquire
C. Mitchell Brown, Esquire
Allen Mattison Bogan, Esquire
Nelson Mullins Riley & Scarborough, LLP
P.O. Box 11070 (29211-1070)
Columbia, South Carolina 29201
(843) 799-2000
Attorneys for Petitioner

By: Anissa Terpstra

Anissa Terpstra, Paralegal to
Richard R. Gleissner, Esquire
Gleissner Law Firm, LLC
1237 Gadsden Street, Suite 200A
Columbia, SC 29201
Attorneys for Respondent

Columbia, South Carolina
February 26, 2015