

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC 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. 2014-000946

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., and Laurie Williams,.....Defendants,

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

and

Of whom Laurie Williams is aRespondent.

FINAL BRIEF OF RESPONDENT LAURIE WILLIAMS

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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 Laurie Williams (Ms. Williams). Insurers named Laurie Williams as Defendant in its cross claim filed on April 15, 2013. (R. pp. 205-228).

On May 28, 2013, Ms. Williams 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. (R. pp. 710-722). 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. (R. pp. 717-719, ¶¶ 48-70). Ms. Williams also named several national insurance companies, including Appellants, in her cross claim under a *respondent superior* theory, alleging Appellants failed to supervise or audit Willis or Southern Risk, resulting in various harms to her. (R. pp. 719-720, ¶¶ 71-76). Appellants served their Answer to Laurie Williams' cross claim on June 28, 2013. (R. pp. 727-735).

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 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.¹ (R. pp. 504-506, pp. 629-636).

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." (R. p. 10). Thereafter, on April 8, 2014, the Insurers filed Motions to Alter or Amend. (R. pp. 658-668). The court denied the Motions to Alter or Amend on April 21, 2014. (R. pp. 20-21).

The Insurers filed their Notice of Appeal on April 25, 2014. (*See* Notice of Appeal). Thereafter, the Insurers filed a Consent Motion to Consolidate Appeals in all fourteen cases. (*See* Consent Motion to

¹ 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. (R. p. 436, lines 7-11 ("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.")).

Consolidate). The Court granted the Motion, consolidating the appeals pursuant to Rule 214, SCACR, on June 18, 2014. (*See Order*).

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 Laurie Wilson Williams (Ms. Williams) in the United States District Court of South Carolina. (R. pp. 22-77). 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. (R. p. 25, ¶¶ a.). The insurer alleged the Garys fraudulently procured the applicable insurance policy. (R. pp. 23-25, ¶¶ 10-20). The Insurers' Complaint made no mention of arbitration. (R. pp. 22-25). After Ms. Williams and the Garys answered and counterclaimed, the parties stipulated to dismiss the federal court action. (R. pp. 98-103).

After the Garys filed suit in state court against the Insurers and other Defendants, Insurers answered and filed a cross claim against Ms. Williams. (R. pp. 205-313). Insurer's cross claim made no mention of an arbitration clause. (R. pp. 216-226, ¶¶ 45-112, pp. 227-228, ¶¶ a – h). Ms. Williams filed a cross claim against Insurers. (R. pp. 710-722). In their Answer to Ms. Williams' cross claim, Insurers set forth nine affirmative

defenses, but like their prior pleadings, made no mention of arbitration. (R. pp. 731-734, ¶¶ 28-37).

In addition to these facts, Ms. Williams adopts the entire Statement of the Facts in the 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 Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite. *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596,

553 S.E.2d 110, 118 (2001); *Hilton Head Resort Four Seasons Ct. Horizontal Prop. Regime Council v. Resort Inv. Corp.*, 311 S.C. 394, 397-98, 429 S.E.2d 459, 462 (Ct. App. 1993); *Player v. Chandler*, 299 S.C. 101, 105, 382 S.E.2d 891, 893 (1989); *Potomac Leasing Co. v. Otts Mkt., Inc.*, 292 S.C. 603, 606, 358 S.E.2d 154, 156 (Ct. App. 1987); *Clardy v. Bodolosky*, 383 S.C. 418, 425, 679 S.E.2d 527, 530 (Ct. App. 2009); *Roberts v. Gaskins*, 327 S.C. 478, 483, 486 S.E.2d 771, 773 (Ct. App. 1997); S.C. Code Ann. § 32-3-10; *Fici v. Koon*, 372 S.C. 341, 346, 642 S.E.2d 602, 604 (2007); *Davis v. Greenwood Sch. Dist. 50*, 365 S.C. 629, 634, 620 S.E.2d 65, 67 (2005); S.C. Code Ann. § 32-3-10 (1991); *Roberts v. Gaskins*, 327 S.C. 478, 484, 486 S.E.2d 771, 774 (Ct. App. 1997).

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. However, the Insurers fail to cite even one South Carolina statute relating to insurance, despite our code devoting 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 an 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) ("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) (“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 *respondeat superior*. As is well-established in South Carolina, a principal is liable under the doctrine of *respondeat 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. *See 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 *respondeat 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 Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cited. *Malloy v. Thompson*, 409 S.C. 557, 762 S.E.2d 690 (2014); *Pearson v. Hilton Head Hosp.*, 400 S.C. 281, 288, 733 S.E.2d 597, 601 (Ct. App. 2012); *Int'l Paper Co. v. Schwabedissen Maschinen & Anlagen GMBH*, 206 F.3d 411, 416 (4th Cir. 2000); *Bridas S.A.P.I.C. v. Gov't of Turkmenistan*, 345 F.3d 347 (5th Cir. 2003); S.C. Code Ann. § 38-43-10, *et. seq.*; S.C. Code Ann. § 38-51-10; *S. Carolina Ins. Co. v. James C. Greene & Co.*, 290 S.C. 171, 180, 348 S.E.2d 617, 622 (Ct. App. 1986); *R.J. Griffin & Co. v. Beach Club II Homeowners Ass'n, Inc.*, 384 F.3d 157, 161.(4th Cir. 2001).

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 Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite. *Landers v. Fed. Deposit Ins. Corp.*, 402 S.C. 100, 109, 739 S.E.2d 209, 213-14 (2013); *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 398, 87 S.Ct. 1801, 18 L.Ed.2d 1270 (1967); *In re Kinoshita & Co.*, 287 F.2d 951, 953 (2d Cir. 1961); *Mediterranean Enterprises, Inc. v. Ssangyong Corp.*, 708 F.2d 1458, 1464 (9th Cir. 1983); *Masztal v. Meritplan Ins. Co.*, 586 F. Supp. 2d 662, 667 (S.D. Miss. 2008); *Pennzoil Exploration & Prod. Co. v. Ramco Energy*, 139 F.3d 1061, 1067 (5th Cir. 1998); *International Broth. of Elec. Workers, Local No. 4, AFL-CIO v. KTVI-TV, Inc.*, 985 F.2d 415 (8th Cir. 1993); *Global Reinsurance Co.-U.S. Branch v. Ace Prop. & Cas. Ins. Co.*, 42 F. App’x 522, 523-24 (2d Cir. 2002); *Louis Dreyfus Negoce S.A. v. Blystad Shipping & Trading Inc.*, 252 F.3d 218, 224-26 (2d Cir. 2001); *Am. Recovery Corp. v. Computerized Thermal Imaging, Inc.*, 96 F.3d 88, 93 (4th Cir. 1996); *J.J. Ryan & Sons, Inc. v. Rhone Poulenc Textile, S.A.*, 863 F.2d 315, 319 (4th Cir. 1988); *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 598, 553 S.E.2d 110, 119 (2001); *United Steelworkers of America v. Warrior & Gulf Navigation Co.*, 363 U.S. 574, 582–83 (1960).

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 Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite. *General Equipment & Supply, Co., Inc. v. Keller Rigging & Const., SC, Inc.*, 344 S.C. 553, 556, 544 S.E.2d 643, 645 (Ct. App. 2001); *Hyload, Inc. v. Pre-Engineered Prods., Inc.*, 308 S.C. 277, 280, 417 S.E.2d 622, 624 (Ct. App. 1992); *Provident Life & Accident Ins. Co. v. Driver*, 317 S.C. 471, 478, 451 S.E.2d 924, 929 (Ct. App. 1994); *Sentry Eng'g & Constr., Inc. v. Mariner's Cay Dev. Corp.*, 287 S.C. 346, 351, 338 S.E.2d 631, 634 (1985); *Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 126, 647 S.E.2d 249, 251 (Ct. App. 2007).

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. (R. pp. 22-77).

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. (R. pp. 205-313). Insurers answered Ms. Williams’ cross claim in June 2013 and again, never mentioned or requested arbitration. (R. pp. 727-735).

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 the 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. 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. (R. pp. 723-726). Discovery is nearly complete in the companion negligence action, but is stayed until this action is resolved. (R. p. 676). Ms. Williams is significantly prejudiced by Insurers' considerable delay in moving to compel arbitration as she cannot proceed in the 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 Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite. *Partain v. Upstate Auto. Grp.*, 386 S.C. 488, 493-95, 689 S.E.2d 602, 604-05 (2010).

ADDITIONAL SUSTAINING GROUNDS

Respondent Williams adopts the Insureds' arguments to support additional sustaining grounds in its entirety, in the Brief of Respondents filed by Hite and Stone. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite. Rule 402, SCACR; Rule 37, SCRCP; *Barnette v. Adams Brothers Logging, Inc.*, 355 S.C. 588, 593, 586

S.E.2d 572, 575 (2010). However, severe sanctions, such as the dismissal of an action, should only be imposed in cases involving bad faith, willful disobedience, or gross indifference to the opposing party's rights. See *Orlando v. Boyd*, 320 S.C. 509, 511, 466 S.E.2d 353, 355 (1996); *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 108-09, 410 S.E.2d 537, 541-42 (1991); *Griffin Grading & Clearing, Inc. v. Tire Serv. Equip. Mfg. Co.*, 334 S.C. 193, 198-99, 511 S.E.2d 716, 719 (Ct. App. 1999). *McNair v. Fairfield Cnty.*, 379 S.C. 462, 466, 665 S.E.2d 830, 832 (Ct. App. 2008).

It is respectfully submitted that this case is analogous to *Hilton Head Beach & Tennis Resort v Sea Cabin Corp.*, wherein this court found that the trial court abused its discretion in admitting into evidence a copy of a gummed paper warning label which the defendant lumber supplier claimed was on the lumber supplied to the plaintiff builder where (1) the label identified the product as "Interior Fire-X," (2) the label had not been produced during discovery, although the defendant had been served a request for production at the time he was added to the litigation 15 months prior to trial and his responses were provided 11 months later, (3) the builder pushed the case to trial over the supplier's objection that discovery was not complete, and (4) the crux of the case was whether the supplier had adequately warned the builder that the lumber was not to be used outdoors. 305 S.C. 517, 519-20, 409 S.E.2d 434, 435-36 (Ct. App. 1991).

It is undisputed that neither the Insureds and Agents nor any other adverse parties were ever given the opportunity to challenge the alleged agency agreements relied on by Insurers to try to compel arbitration in

this case. Judge Griffith could have denied the Insurers' motion on that basis alone and would have been correct in doing so.

The Insurers' Motion to Compel Arbitration as to the Insureds should be denied on the basis of S.C. Code Ann. § 15-48-10 which specifically exempts any insured or beneficiary under any insurance policy from arbitration.

In their Memorandum in Opposition to the Insurers' Motion to Compel, the Insureds raised S.C. Code § 15-48-10, arguing arbitration cannot be enforced against them as Insureds under policies of insurance issued by Insurers. As argued in their Memorandum but not ruled upon either way by the trial judge, the Insureds assert South Carolina's Uniform Arbitration Act specifically exempts any insured under any insurance policy from being bound by arbitration provisions. (R. p. 616 (citing S.C. Code Ann. § 15-48-10(b)(4)). As held by this Court, the purpose of section 15-48-10(b) is to regulate the business of insurance. *See Cox v. Woodmen of the World Ins. Co.*, 347 S.C. 460, 468, 556 S.E.2d 397, 401 (Ct. App. 2001). This statutory section "reverse preempts" the Federal Arbitration Act through the application of the McCarran-Ferguson Act and specifically exempts insurance arbitration clauses. *Cox*, 347 S.C. at 468, 556 S.E.2d at 401.

It is without dispute that each of the Insureds in this case were insureds under policies either issued, or paid for and purported to have been issued, by the Insurers. Although no South Carolina court has spoken as to whether this exemption may be applied to exempt Insureds

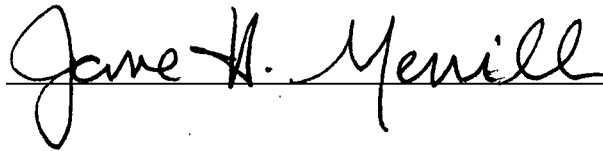
from arbitration clauses found in documents other than insurance policies, the Insureds submit the Court should so extend the exemption in keeping with the intention of the legislature in adopting the statute. To allow insurance companies to force third party Insureds to arbitrate claims found in various contracts between the companies and their agencies would effectively prohibit Insureds from litigating any insurance disputes. The exception in section 15-48-10(b) outlined above, therefore, should apply in the instant case, and the lower court could have correctly denied arbitration on this ground as well.

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

A handwritten signature in black ink that reads "Jane H. Merrill". The signature is written in a cursive style and is positioned above a solid horizontal line.

Jane H. Merrill

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February 26, 2015

Greenwood, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED

MAR 02 2015

SC 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. 2014-000946

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., and Laurie Williams,.....Defendants,

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

and

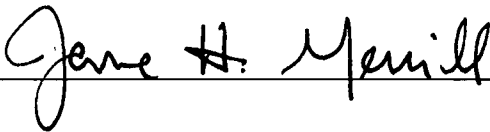
Of whom Laurie Williams is aRespondent.

CERTIFICATE OF COUNSEL

The undersigned certifies that this Final Brief complies with Rule 211(b), SCACR.

Respectfully Submitted,

HAWTHORNE MERRILL LAW, LLC



A handwritten signature in cursive script, reading "Jane H. Merrill", is written over a solid horizontal line.

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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., and Laurie Williams,.....Defendants,

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

and

Of whom Laurie Williams is aRespondent.

CERTIFICATE OF SERVICE

I, the undersigned attorney, certify I have served all counsel of record with a copy of the pleading(s) listed below by mailing same by United States Mail, postage prepaid, to the following:

Pleadings:

Final Brief of Respondent Laurie Williams
Certificate of Counsel
Certificate of Service

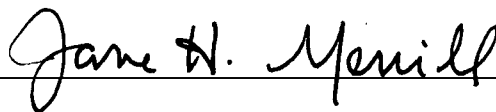
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Respectfully Submitted,
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