THE STATE OF SOUTH CAROLINA
In The Supreme Court

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SC SUPREME COURT

APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Carmen Tevis Mullen, Circuit Court Judge

Appellate Case No. 2014-002502
Lower Court Case No. 2010-CP-25-489
Lower Court Case No. 2010-CP-25-490

Linda Johnson, as Personal Representative of the Estate of Inez Roberts,.....Petitioner,

v.

Heritage Healthcare of Estill, LLC, d/b/a Heritage of the Lowcountry and/or Uni-Health Post Acute Network of the Lowcountry, United Clinical Services, Inc., United Rehab, Inc. and UHS-Pruitt Corporation,.....Respondents.

BRIEF OF PETITIONER

Lee D. Cope
Matthew v. Creech
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK
Post Office Box 457
Hampton, SC 29924
(803) 943-2111

Charles J. McCutchen
LANIER & BURROUGHS, LLC
Post Office Drawer 2789
Orangeburg, SC 29116
(803) 268-9800

Margie Bright-Matthews
Post Office Box 499
Walterboro, South Carolina, 29488
(843) 549-6028

ATTORNEYS FOR PETITIONER

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STATEMENT OF THE ISSUES ON APPEAL

I. DID THE COURT OF APPEALS ERR BY FAILING TO ADDRESS THE DISPOSITIVE ISSUE OF WAIVER, BY FAILING TO UNDERTAKE ANY FACTUAL ANALYSIS OF WAIVER, AND BY ISSUING A CONCLUSORY RULING ON THE ISSUE WHICH IS INCONSISTENT WITH THE RECORD BEFORE THE COURT?

STATEMENT OF THE CASE

On August 22, 2007, at the age of eighty-five and while in good physical condition, Mrs. Inez Roberts was admitted to Respondent Heritage Healthcare of Estill, LLC's ("HHE")[1] nursing home facility in Estill, South Carolina. (R. p. 69; R. p. 656). At the time of her admission, Mrs. Roberts was free of any pressure sores. (R. p. 656). On January 20, 2008, Mrs. Roberts was first noted as having pressure sores. (R. p. 192). Throughout the remainder of Mrs. Roberts' residency, her pressure sores worsened (R. pp. 194-230) and eventually Mrs. Roberts had to have her leg amputated. (R. p. 232). On July 3, 2009, Mrs. Inez Roberts died in Hampton County, South Carolina.

Prior to Mrs. Roberts' admission to HHE's Estill facility, her daughter Linda Johnson held a duly recorded, general Power of Attorney. (R. pp. 647-651). Linda Johnson signed the Arbitration Agreement at issue as part of the process of admitting her mother to HHE's facility.

On August 14, 2008, Linda Johnson filed a Summons and Complaint pursuant to Rule 65(b), SCRCP, for an *Ex Parte* Motion for Temporary Restraining Order ("TRO") in the Hampton County Court of Common Pleas. At that time, her mother was 86 years old, in poor health, and still a resident of the Respondents' nursing home facility. At the time of the filing of the TRO, Johnson and her counsel were informed and believed that the negligence of the Respondents and its staff had caused the pressure sores that had developed in January of 2008. In an effort to investigate the cause of Mrs. Roberts' injuries and pursue possible legal remedies, Johnson sought to review the nursing chart

[1] All Respondents in this matter, unless addressed by their specific corporate name, are referred to collectively herein as "Respondents" or "HHE."

and medical records of Mrs. Roberts, which were in the control and possession of Respondents.

The TRO alleged that Linda Johnson was the Personal Representative of Mrs. Roberts upon her admission to the facility and that throughout Roberts' stay, the Petitioner was consulted by the facility concerning her mother's treatment and care by HHE. Upon Johnson's request for the records, however, Respondents refused to provide her with a copy of Mrs. Roberts' chart pursuant to 42 C.F.R. 483.10. Mrs. Johnson brought the TRO action seeking to restrain the Respondents from in any way changing, altering, destroying, or manipulating Mrs. Roberts' nursing home chart or other evidence related to the care of Roberts, and Johnson requested that the she or her representatives be allowed to enter upon Respondents' premises for the purpose of inspecting, viewing, and copying the same nursing chart, or in the alternative, that she be provided a color copy of the chart.

On September 5, 2009, Judge Carmen T. Mullen granted Petitioner's *Ex Parte* Motion for a Temporary Restraining Order. Upon being served with the trial court's Order Granting the *Ex Parte* Temporary Restraining Order, Respondents immediately filed a Motion to Dissolve Temporary Restraining Order, Objection to Injunctive Relief, and a Memorandum in Support. Respondents argued at that production of Mrs. Johnson's mother's records and chart would violate certain provisions of the Health Insurance Portability and Accountability Act and the *Standards for Privacy of Individually Identifiable Health Information*, codified at 45 C.F.R. §164.500, collectively referred to as HIPAA.

Thereafter, Linda Johnson was appointed by the Court as Mrs. Roberts' Guardian *ad Litem*. Again, HHE refused to produce the records and nursing chart of Mrs. Roberts after the request by Mrs. Johnson as her duly appointed Guardian *ad Litem*. A final hearing was held on December 3, 2008. On December 16, 2008, the trial court issued an Order for HHE to produce Mrs. Roberts' records and nursing chart based upon the inherent power of the court to control the litigation. On January 21, 2009, HHE then filed a notice of Appeal and sought review by the Court of Appeals. The parties fully briefed the issues raised by HHE and while on appeal, the dispute was resolved. In July of 2009, that appeal was dismissed by the consent of the parties pursuant to Rule 232, SCACR.

Having received her mother's nursing home chart and records, Linda Johnson, as Personal Representative of Roberts' Estate, filed wrongful death and a survival action Notices of Intent on April 13, 2010. (R. pp. 20-65). Standard interrogatories and requests for production, along with responses to the same, were served along with the Notices of Intent. (Id.) The parties convened for a pre-suit mediation on September 9, 2010. Following the declaration of impasse at mediation, on October 13, 2010, suits for wrongful death and survival were filed in the Court of Common Pleas. (R. pp. 643-644; R. pp. 66-89). Respondents timely served Answers to the Complaints on November 21, 2010. Each Answer included a qualified general denial and numerous affirmative defenses. (R. pp. 90-137). Relevant to this appeal, Respondents claimed that the suits were barred and subject to arbitration. (Id.)

Immediately after receiving the Answers, on December 2, 2010, Johnson moved to strike a number of defenses, including the arbitration defenses. (R. pp. 138-141). The

trial court heard Johnson's Motions to Strike on February 11, 2011 and denied Johnson's motion to strike the arbitration defenses. (R. pp. 16-17).

Shortly after having filed the lawsuits, Johnson served discovery upon the Respondents on November 8, 2010. HHE requested and received from Johnson an extension to respond to her discovery requests. HHE then responded partially to Petitioner's first interrogatories and requests to produce on January 21, 2011. The same day Respondents UHS Pruitt Corporation, United Rehab, and United Clinical responded to Johnson's first requests for production. Johnson served her First Supplemental Requests for Production on Defendant HHE on February 14, 2011. On July 26, 2011, Defendant HHE served its response to Johnson's First Supplemental Requests for Production.

During this discovery process, Johnson was forced to file a motion to compel certain discovery responses from the Respondents on February 16, 2011. (R. pp. 142-143). Respondent HHE appeared and defended Johnson's motion to compel before the circuit court in a hearing on March 16, 2011. Petitioner also filed a Motion to Compel responses from the various Respondents on June 8, 2011. (R. pp. 144-145). At no time during this discovery process did Respondents object to producing the information on the grounds that it might waive any rights to seek arbitration.

Respondent HHE also actively took advantage of the discovery process afforded by the circuit court and the Rules of Civil Procedure. In February of 2011, HHE served Requests for Admission upon Johnson. HHE also engaged and participated in a course of discovery concerning the arbitration issues. HHE served written discovery upon Johnson. Johnson fully replied to these discovery requests in a timely fashion.

On May 5, 2011, Respondents participated in depositions related to the arbitration defense. HHE noticed and took the deposition of Linda Johnson as the personal representative of her mother's estate. That same day Petitioner's counsel deposed Ms. Sally Dobson, the admissions director at HHE who participated in the admissions process for Mrs. Roberts at the facility.

Throughout the course of discovery in this matter, Respondent HHE has produced thousands of pages of discovery documents to the Petitioner. Furthermore, Respondent HHE participated in a second, failed mediation on August 11, 2011.[2]

On August 2, 2011, HHE moved for an order dismissing Johnson's lawsuits and compelling arbitration. (R. p. 146). The trial court held a hearing on HHE's motion on October 7, 2011, after which the court denied the motion by an Order of November 9, 2011. (R. pp. 1-13). Following the denial of its motion to compel arbitration, HHE moved for reconsideration. (R. p. 447). The trial court denied HHE's motion for reconsideration by an Order entered January 17, 2012. (R. p. 14). HHE's Notice of Appeal was filed on February 2, 2012. (R. p. 545).

In an unpublished, *per curiam* Opinion the Court of Appeals reversed the lower court's denial of Respondents' Motion to Compel Arbitration. *Johnson v. Heritage Healthcare of Estill, LLC*, Op. No. 2014-UP-318 (Ct. App. Aug. 6, 2014). The Court of Appeals reversed as to each of the four bases for the lower court's order. Specifically, it reversed as to: (1) the trial court's finding that the Arbitration agreement was not governed by the Federal Arbitration Act; (2) the trial court's refusing "to enforce the parties Arbitration Agreement in accordance with its plain terms" related to the

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[2] In Hampton County, and across the 14th Circuit, mediation is mandatory pursuant to Court Order.

Arbitration Agreement's selection of the arbitral forum and that selection's materiality; (3) the trial court's determination that Respondents had waived arbitration under *Dean v. Heritage Healthcare of Ridgeway*, Op. No. 27401 (S.C. Sup. Ct. filed June 18, 2014); and, (4) as to the trial court's finding that there was no meeting of the minds between the parties.

On August 20, 2014, Petitioners filed a Petition for Rehearing and Suggestion for Rehearing *En Banc* in the Court of Appeals. The Court of Appeals denied the Petition on October 23, 2014. Johnson timely filed her Petition for Writ of Certiorari before this Court. While denying the petition as to question II, on March 4, 2015, this Court granted review upon Petitioner's question I: "Did the Court of Appeals err by failing to address the Petitioner's dispositive issue of waiver, by failing to undertake any factual analysis of waiver, and by issuing a conclusory ruling on the issue which is inconsistent with the record before the Court?"

ARGUMENT

The Court of Appeals' opinion below should be reversed so that sound jurisprudence determines the results of controversies rather than result-driven, end-oriented ruling. Respectfully, the Court of Appeals should not be allowed to ignore a party's arguments on a dispositive issue, ignore the factual analysis required to be undertaken, ignore the actual facts of the record, and then issue an unpublished opinion likely to receive a lesser chance of review by this Court. The Court of Appeals failed to review the record on waiver, address the facts, and apply the law. There is no analysis or application of the law in the Opinion.

Sound jurisprudence should require a full analysis of a dispositive issue. To ignore the issue as done below deprives the Petitioner, the Respondents, and in fact the Bench and Bar, of clear, consistent rulings and adjudication of the common issue of waiver.

Because of that failure or refusal below, Petitioner respectfully asks that this Court undertake the appellate review required of the issue. If that duty of review is undertaken, it is certain on this record that Respondents HHE's persistent, clear, and years-long course of availing themselves of the benefits and powers of the Court system, should result in a finding of waiver and this matter should be remanded to the Court of Common Pleas. This is as strong of a factual case for a finding of waiver as can exist.

I. UNDER ALL EXISTING PRECEDENT RESPONDENTS HAVE WAIVED THE RIGHTS TO ENFORCE THE ARBITRATION CLAUSE; YET, AS TO THIS DISPOSITIVE ISSUE, THE COURT OF APPEALS FOUND NON-WAIVER BY FAILING AND REFUSING TO UNDERTAKE THE REQUIRED FACTUAL ANALYSIS TO ADDRESS THE ISSUE ON ITS MERITS.

The Opinion below must be reversed because the Court of Appeals failed to address the dispositive issue of waiver in any meaningful or substantive way. In its unpublished Opinion the Court ignored the issue of waiver. The holding states in conclusory fashion, and with no analysis, as follows:

> We reverse as to whether the trial court erred in ruling Heritage waived arbitration. *See Dean* at 47 (ruling the appellants did not delay in filing their demand for arbitration when the appellants participated in the statutorily required mediation process, and after the respondent filed her formal complaint, moved to compel arbitration at their first opportunity)

Opinion, ¶3. Despite Johnson's request on reconsideration that the Court of Appeals actually address the record before it and the merits of the issue, the Court refused to

perform the fact-based and case-by-case analysis that has been the hallmark of waiver analysis.

Most glaringly, in the language above, even if the Court of Appeals' analysis of *Dean v. Heritage Healthcare of Ridgeway, LLC*, 408 S.C. 371, 759 S.E.2d 727 (2014), is correct and the "first opportunity" language relied upon is the standard, then the Court's application of the facts of this record is absolutely wrong. Even the Respondents HHE cannot argue with a straight face that they moved to compel arbitration "at their first opportunity." In fact, the record before this Court reveals quite the opposite, as examined below.

To highlight the need for reversal, an overview of the law of waiver and the facts of this case is important. Respondents HHE have waived any right to seek arbitration. In South Carolina, parties can waive their right to enforce an arbitration agreement. *Liberty Builders, Inc. v. Horton*, 336 S.C. 658, 521 S.E.2d 749 (Ct. App. 1999). Three factors generally are considered to determine if a party has waived its right to enforce an arbitration clause: 1) the time between commencement of the action and moving for arbitration; 2) whether the party seeking to compel arbitration engaged in discovery before moving for arbitration; and, 3) prejudice to the non-moving party which must be more than mere inconvenience. *Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 647 S.E.2d 249 (Ct. App. 2007). This line of cases is well-settled and the concept of waiver enduring. *See, generally, Sentry Engineering & Constr., Inc. v. Mariner's Cay Dev. Corp.*, 287 S.C. 346, 338 S.E.2d 631 (1985); *Liberty Builders, Inc. v. Horton*, 336 S.C. 658, 521 S.E.2d 749 (Ct. App. 1999); *Mailsource, LLC v. M. A. Bailey & Assocs.*, 356 S.C. 370, 588 S.E.2d 635 (Ct. App. 2003); *Rich v. Walsh*, 357 S.C. 64, 590 S.E.2d

506 (Ct. App. 2003); *Evans v. Accent Manufactured Homes*, 352 S.C. 544, 575 S.E.2d 74 (Ct. App. 2003); *Deloitte & Touche, LLP v. Unisys Corp.*, 358 S.C. 179, 594 S.E.2d 523 (Ct. App. 2004); *Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 647 S.E.2d 249 (Ct. App. 2007); *Davis v. KB Home of S.C., Inc.*, 394 S.C. 116, 713 S.E.2d 799 (Ct. App. 2011).

Here, the trial court correctly found that HHE waived their rights to arbitration. HHE's resort to the protections, benefits, rules, and procedures of the Courts of this state began when it defended the initial *Ex Parte* TRO seeking the nursing home chart which was filed by the Plaintiff all the way back in September of 2008. It is clear that at the point in time the dispute concerning Linda Johnson's ability to collect her mother's medical records arose, HHE could have moved to have that matter referred to arbitration. The Arbitration Agreement at issue contains the following language concerning the types of disputes or controversies purportedly subject to arbitration:

> It is hereby understood and agreed by Heritage of the Low Country and... [Resident or authorized representative of the Resident referred to collectively as Resident]... that regardless of any other agreement or understanding between the Facility and the Resident, **any and all controversies, claims, disputes, disagreements or demands of any kind (referred to as a "Claim" or "Claims") arising out of or relating to the Resident's Admission Agreement with the Facility (the "Admission Agreement") or any service or care provided to the Resident by the Facility shall be settled exclusively by binding arbitration**. This means that the parties are waiving their right to a trial before a jury or judge.
>
> 1. Claims. For purposes of this Arbitration Agreement, **a Claim shall include**, without being limited to, a claim for payment, nonpayment, or refund for services rendered to the Resident by the Facility, **violations of any right granted to the Resident by law or by the**

> **Admission Agreement, breach of contract, fraud or misrepresentation, negligence, gross negligence, malpractice, or any other claim based on any departure from accepted standard of medical or health care or safety whether sounding in tort or contract.**

(Emphasis added) (ROA p. 309).

The breadth of the language of the Arbitration Agreement is obvious and would have covered the dispute, controversy, disagreement, and demand by Linda Johnson concerning her mother's medical records and chart. In 2008, had HHE any intention of seeking to preserve its claimed rights to arbitration, HHE could have sought to compel arbitration in the underlying matter. However, rather than so move, not only did HHE file a motion with the trial court to dissolve the TRO, but HHE appeared before the Court, argued motions concerning the issues, and ultimately appealed the circuit court's decision to the Court of Appeals. The dispute concerning the release of the chart involved months of the Respondents availing themselves of the court system. Thus, the disputes between the Roberts family and HHE have been in litigation since September 2008.

The dispute over the nursing home chart is important: because nursing home negligence cases require an Affidavit of Merit, all nursing home negligence lawsuits generally require that a copy of the chart be obtained and reviewed by litigants and their potential experts. Mrs. Johnson presumed in the fall of 2008 that the Respondents fought the Roberts' family's attempt to obtain the chart because a lawsuit was being considered. Of course, it is just as possible that HHE did not believe a duly appointed Power-of-Attorney could not obtain a copy of the chart. Regardless, Respondents HHE through their actions demonstrated that there was a dispute between Mrs. Roberts' Power-of

Attorney and the facility, the very kind of dispute that the Respondents now claim is subject to arbitration.

Then, almost two years after the initial lawsuit for records, the instant proceedings were commenced by filing two Notices of Intent that were served on Respondents on or about April 13, 2010. A nursing home negligence action cannot be commenced until the plaintiff has filed and served a Notice of Intent. *See* S.C. Code Ann. § 15-79-125. Again, HHE had an opportunity to move to compel arbitration. In fact, S.C. Code § 15-79-120 specifically addresses this issue and states that parties can agree to arbitrate prior to filing a medical malpractice action. Instead, HHE chose to participate in the Notice of Intent proceedings and to attend a failed mediation, and the Summonses and Complaints were filed on October 13, 2010. HHE's motion to compel arbitration was not filed until August 2, 2011. During that long delay, HHE engaged in discovery. HHE have served and answered discovery, though they have attempted to limit that discovery only to "arbitration" issues. HHE has taken and defended depositions. Not only did HHE participate in the pre-suit mediation on September 9, 2010, but also a second mediation on August 11, 2011. Throughout this time frame HHE has also participated in procedural and discovery hearings before the trial court, rather than moving to compel arbitration.

However, one unique procedural detail in this case is most telling of the Respondents' abject failure to move in a timely fashion and of their ploy to continually, purposefully avail themselves of the benefits of the court system. After Respondents answered Petitioner's Complaints, Linda Johnson almost immediately filed a Motion to Strike the Fifth and Sixth defenses of Arbitration (R. pp. 138-141). At argument, Johnson's counsel argued that arbitration was not appropriate in this case and instead was

being held as the proverbial "ace-up-the-sleeve" if, or when, the court proceedings did not favor HHE. At that motion hearing, on February 11, 2011 – years after the underlying dispute over records, after the NOI process, and approximately six (6) months *prior* to HHE ultimately filing a motion to compel arbitration – counsel for the Johnsons outlined HHE's delay tactic and overtly challenged petitioners then to compel arbitration if they intended to do so:

Counsel for Petitioner:

> Your Honor, the reason I brought up the TRO, that's why I asked Mr. Rissler before he started talking, "Are you saying this covers everything?" What he handed to Your Honor says "any and all controversies." We wanted medical records of our client, they said no. We had a controversy. It was argued before Your Honor on two different occasions. It [HHE] never once raised motion to compel arbitration.
>
> At the time that we instituted the notice of intent, they could have stopped and said, "Wait a minute, what you're wanting us to do is avail ourselves of a judicial operating procedure, mainly those of intent and pre-suit mediation, and then filing of the summons and complaint." They could have said, "No, Exhibit A [the Arbitration Agreement] means we're going to have arbitration, not a pre-suit mediation." They had every opportunity to say that this applies here, and they have yet to do that.
>
> Now, I will be honest with Your Honor, I clearly don't think this [Arbitration Agreement] is applicable; if they ever file a motion to compel arbitration, I'll be prepared for that. But I think at the threshold, we should stop having to wonder how much more time, money and effort are we going to spend doing what we think is right only to be stopped to go look at this arbitration issue. They raised it, they could have said "We move to compel arbitration right now," and they haven't done that.

(ROA p. 573, l. 5 – p. 574, l. 5).

> And Your Honor, he's [counsel for HHE] just highlighted another factual basis why there should be waiver here. I mean, he does what he wants to do and he is satisfied that he's got what he wants, he can file his motion to file arbitration; but I can't go depose the peoples that supposedly presented and explained these arbitration agreements to them, because when I styled my notice of deposition, they can file a motion to compel arbitration and everything stops. It's unfair. They want to avail themselves of this Court when it suits them. They want to run us through the mill and put our family through it, as long as it suits them, but the moment things start getting a little bit risky, a little bit hairy, bam, we're going to file our motion to compel arbitration. It's almost like they have this ace up their sleeves.

(ROA p. 575, l. 19 – p. 576, l. 6).

Despite this clear challenge to move for arbitration, HHE refused. HHE did not move to compel arbitration and seek limited discovery on the issue of arbitration. Instead, in a calculated effort to create delay, HHE stayed the litigation course. In the process, HHE also caused further cost to Petitioner as she prepared for trial.

Clearly, in South Carolina, the "right to enforce an arbitration clause may be waived." *Davis v. KB Home of S.C., Inc.*, 394 S.C. 116, 131, 713 S.E.2d 799, 807 (2011). Our Courts have held that less time constitutes waiver. *Rhodes*, 374 S.C. at 125, 128 647 S.E.2d at 250, 252 (Ct. App. 2007). Recently waiver of arbitration was addressed arbitration in *Carlson v. S.C. State Plastering, LLC*, (Ct. App. Opinion No. 5143, June 12, 2013). The question of whether waiver exists is a fact based analysis based on the facts of each particular case. *Id*, p. 5. *Carlson* reinforces the three factors to consider when determining whether a party has waived its right to compel arbitration: (1) whether a substantial length of time transpired; (2) whether the party seeking to compel arbitration engaged in extensive discovery; and, (3) whether the non-moving party was prejudiced

by delay in seeking arbitration. *Id.*, citing *Davis v. KB Home of S.C., Inc.*, 394 S.C. at 131, 713 S.E.2d at 807.

Unlike the factual situation in *Carlson*, in this case – without question – HHE participated in extensive discovery. On issues unrelated to arbitration, the parties have filed and a conducted extensive written discovery, participated in two mediations, and attended multiple Court hearings. The costs associated with discovery that may not have been expended in arbitration is an example of prejudice that is beyond mere inconvenience. *Evans v. Accent Manufactured Homes, Inc.*, 352 S.C. 544, 575 S.E.2d 74 (Ct. App. 2003). The Petitioner has borne the costs of two failed mediations. Most prejudicially, Petitioner has been involved in years of appellate wrangling and delay before she can finalize discovery and prepare for trial. If HHE had moved in a timely manner, these issues might have been resolved by this point. Respondents HHE have availed themselves of the courts and delayed pursuing their purported rights to arbitration.

Sadly, HHE's tactic of delaying the inevitable determination of liability and damages has thus far worked. Linda Johnson, whose initial dispute with her mother's nursing home began over six years ago, is not one step closer to her goal of having a jury determine liability and damages for the injuries and death of her mother. Your Petitioner respectfully requests that this Court address the record before it on the issue of waiver and rule that HHE has waived its rights to seek arbitration. The trial court properly denied HHE's request on this ground alone years ago, and the Court of Appeals should be reversed.

CONCLUSION

The Court of Appeals failed to address the waiver issue in any meaningful manner and its conclusory ruling clearly conflicts with this Court's decision of *Davis v. KB Home of S.C., Inc.*, 394 S.C. 116, 131, 713 S.E.2d 799, 807 (2011), as well as all other precedential cases on the issue. The Petitioner respectfully requests that this Court apply a factual analysis required on the issue, apply the law to the facts of the case, and reverse the Court of Appeals. Under existing law, the Respondents have waived the right to seek arbitration and this matter should be remanded to the Hampton County Court of Common Pleas.

Respectfully submitted,

Lee D. Cope
Matthew V. Creech
Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A.
Post Office Box 457
Hampton, South Carolina 29924
(803) 943-2111

Margie Bright Matthews
BRIGHT MATTHEWS LAW FIRM
Post Office Box 499
Walterboro, SC 29488
(843) 549-6028

Attorneys for Petitioner

THE STATE OF SOUTH CAROLINA
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APPEAL FROM HAMPTON COUNTY
Court of Common Pleas

Carmen T. Mullen, Circuit Court Judge

Opinion No. 2014-UP-318 (S.C. Ct. App. filed Aug. 6, 2014)

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Inc., United Rehab, Inc. and UHS-Pruitt Corporation,.....Respondents.

PROOF OF SERVICE

The undersigned hereby certifies that on the date indicated below, a copy of the foregoing *Brief of Petitioner and Appendices* were served on all counsel of record via U.S. Mail with first class postage prepaid to the following addresses:

Sowell, Gray, Stepp, & Laffitte, LLC
Monteith P. Todd, Esquire
J. Michael Montgomery, Esquire
PO Box 11449
Columbia, SC 29211

Tyler Arnold, Esquire
Jason Bring, Esquire
Jerad Rissler, Esquire
Arnall Golden Gregory, LLP
171 17th Street NW,
Suite 2100
Atlanta, GA 30363-1031

Shanna M. Jarrell

April 1, 2015

LAW OFFICES
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK
PROFESSIONAL ASSOCIATION
101 MULBERRY STREET EAST
P.O. BOX 457
HAMPTON, SOUTH CAROLINA
29924-0457

JOHN E. PARKER
* CLYDE A. ELTZROTH, JR.
J. PAUL DETRICK
DANIEL E. HENDERSON
MARK D. BALL
RANDOLPH MURDAUGH, IV
RONNIE L. CROSBY
R. ALEXANDER MURDAUGH
BERT G. UTSEY, III
RANDOLPH MURDAUGH, III
GRAHAME E. HOLMES
LEE D. COPE
MATTHEW V. CREECH
LEAGUE B. CREECH
STEVEN D. MURDAUGH
WILLIAM F. BARNES, III
AUSTIN H. CROSBY
* INACTIVE

RANDOLPH MURDAUGH, SR.
(1887-1940)
RANDOLPH MURDAUGH, JR.
(1915-1998)
J. ROBERT PETERS, JR.
(1927-2008)

TELEPHONE
(803) 943-2111
TOLL FREE
(866) 943-2113
FACSIMILE
(803) 943-3943
(803) 914-2014
WEBSITE
www.pmped.com

April 1, 2015

Honorable Daniel E. Shearouse
CLERK OF COURT
S.C. SUPREME COURT
1231 Gervais Street
Columbia, S.C. 29211

Re: *Linda Johnson v. Heritage Healthcare, et al.*
Opinion No. 2014-UP-318 (S.C. Ct. App. Filed August 6, 2014)
SC Supreme Court Case No. 2014-002502

Dear Mr. Shearouse:

I enclose for filing the original and sixteen (16) copies of Brief of Petitioners and Appendices in the above referenced matter. Please file the original and return a clocked copy of same to me for our records.

By copy of this letter to counsel shown below, I am serving a copy of same upon them by mail.

With kind regards, I am,

Sincerely,

Lee D. Cope

LDC/smj
Enclosures
cc: Monteith P. Todd, Esquire
Jason Bring, Esquire
Jerad Rissler, Esquire
Margie Bright-Matthews, Esquire
Matthew Creech, Esquire