

STATE OF SOUTH CAROLINA)
)
COUNTY OF DILLON)
)
Weaver Contracting, LLC,)
)
Plaintiff,)

v.)

Metro Contracting, Inc., and The)
Guarantee Company of North,)
America, USA,)
)
Defendants.)

The Guarantee Company of)
North America, USA,)
)
Third-Party Plaintiff,)

v.)

Dillon County School Facilities)
Corporation, Dillon County Board)
Of Education a/k/a Dillon County)
School District, Cumming)
Construction Management, Inc.,)
and Sfl+a Architects,)
)
Third-Party Defendants.)

IN THE COURT OF COMMON PLEAS

C/A NO. 2014-CP-17-479

RECEIVED

JAN 20 2016

SC Court of Appeals

**ANSWER OF DEFENDANTS DILLON
COUNTY SCHOOL FACILITIES
CORPORATION AND DILLON COUNTY
BOARD OF EDUCATION a/k/a DILLON
COUNTY SCHOOL BOARD AND
COUNTERCLAIM AGAINST THE
GUARANTEE COMPANY OF NORTH
AMERICA, USA**

Subject to the Motion to Dismiss and/or Strike heretofore filed and served, Third Party Defendants DILLON COUNTY SCHOOL FACILITIES CORPORATION ("DCSFC") and DILLON COUNTY BOARD OF EDUCATION a/k/a DILLON COUNTY SCHOOL DISTRICT (the "District"), in Answer to the Third Party Complaint of THE GUARANTEE COMPANY OF NORTH AMERICA, USA ("Guarantee"), hereby allege and state as follows:

FOR A FIRST DEFENSE

1. Each and every allegation which is not hereinafter specifically admitted, modified or explained is denied and strict proof thereof demanded.
2. In response to Paragraphs 1 to 55 and Paragraphs 1 to 6 of Affirmative Defenses, those paragraphs constitute Guarantee's Answer to the Complaint of Weaver Contracting, LLC ("Weaver") and Guarantee's Affirmative Defenses; as such, no answer is required from DCSFC or the District. However, to the extent that those paragraphs could be construed to contain allegations against DCSFC and/or the District, they are denied in their entirety and DCSFC and the District demand strict proof thereof.

**FOR A SECOND DEFENSE AND IN ANSWER TO THE
THIRD PARTY COMPLAINT**

3. In answering the allegations of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses.
4. DCSFC and the District deny the allegations of Paragraph 1. Dillon County School District is not a properly named defendant in this action. Dillon County School Facilities Corporation is a nonprofit corporation duly organized and existing under the laws of the State of South Carolina. Dillon County Board of Education a/k/a Dillon County School District is a body politic and corporate and a political subdivision of the State of South Carolina.
5. The allegations of Paragraphs 2 and 3 are admitted upon information and belief.
6. The allegations of Paragraphs 4 and 5 are admitted.
7. Answering the allegations of Paragraph 6, DCSFC and the District deny that the District entered into a contract with Metro Contracting, Inc. ("Metro") for construction of the Latta Early Childhood Development Center (the "Project"). Rather, DCSFC entered into a

contract (the "Agreement") with Metro dated March 2, 2011 for construction of the Project for the benefit of the District, the express terms of that Agreement are hereby incorporated by reference, and any inconsistencies therewith are denied and strict proof thereof demanded. The remaining allegations of Paragraph 6 are admitted to the extent that they comply with the express terms of Performance and Payment Bonds #15069361 (the "Bonds") hereby incorporated by reference, and any inconsistencies therewith are denied and strict proof thereof demanded.

8. The allegations of Paragraph 7 are admitted. DCSFC and the District affirmatively allege that at times during contract performance, Metro failed to maintain its South Carolina contractor's license and ultimately, upon information and belief, filed for bankruptcy.
9. The allegations of Paragraph 8 related to substantial completion are admitted to the extent that they comply with the Certificate of Substantial Completion dated May 9, 2014 which is hereby incorporated by reference with any inconsistencies therewith denied and strict proof thereof demanded. The remainder of the allegations are admitted.
10. The allegations of Paragraph 9 are denied and DCSFC and the District demand strict proof thereof. DCSFC and the District affirmatively allege that Guarantee has been paid for all amounts due pursuant to the Agreement and the Bonds and affirmatively allege that Guarantee is in breach of the terms of the Bonds.
11. The allegations of Paragraph 10 are denied and strict proof thereof demanded. DCSFC and the District affirmatively allege that Guarantee has failed to complete the Project and has failed to pay Metro's subcontractors, all in breach of the Bonds. DCSFC and the District further affirmatively allege that Change Order Directive Number 1 ("CCD 1"), which is hereby incorporated by reference, was issued for a Not to Exceed amount and that

Guarantee, Metro and Metro's subcontractors have failed to provide proper justification for ratification of CCD 1 as required by and in breach of the terms of the Agreement. DCSFC and the District further affirmatively allege that despite its failure to comply with the requirements of the Agreement related to CCD 1, Guarantee has been partially paid for work performed under CCD 1 which was properly justified under the terms of the Agreement.

12. The allegations of Paragraph 11 are denied and DCSFC and the District demand strict proof thereof.

AS TO THE FIRST CAUSE OF ACTION
(Breach of Contract Against Dillon County School District)

13. In answering the allegations of the Paragraph 12 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 to 11 of the Third Party Complaint.
14. The allegations of Paragraphs 13 through 16 are denied and DCSFC and the District demand strict proof thereof.

AS TO THE SECOND CAUSE OF ACTION
**(Breach of Contract – Breach of Duty of Good Faith Against
Dillon County School District)**

15. In answering the allegations of Paragraph 17 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 to 16 of the Third Party Complaint.
16. The allegations of Paragraph 18, including subparagraphs a. through i. are denied and DCSFC and the District demand strict proof thereof. Further answering the allegations of

these paragraphs, DCSFC and the District have filed a Motion to Dismiss and/or Strike related to these allegations pursuant to Rules 12(b)(8), 12(b)(6) and 12(e) of the South Carolina Rules of Civil Procedure contemporaneously with this Answer and Counterclaim.

AS TO THE THIRD CAUSE OF ACTION
**(Tortious Interference with Contractual Relationships Against
Dillon County School District)**

17. In answering the allegations of Paragraph 19 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 through 18 of the Third Party Complaint.
18. The allegations of Paragraphs 20 through 25 are denied and DCSFC and the District demand strict proof thereof. Further answering the allegations of these paragraphs, DCSFC and the District have filed a Motion to Dismiss and/or Strike related to these allegations pursuant to Rules 12(b)(8), 12(b)(6) and 12(e) of the South Carolina Rules of Civil Procedure contemporaneously with this Answer and Counterclaim.

AS TO THE FOURTH CAUSE OF ACTION
**(Breach of Warranty – Plans and Specifications Against Dillon County School
District, Cumming Construction Management, Inc., and SFL+A Architects)**

19. In answering the allegations of Paragraph 26 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 through 25 of the Third Party Complaint.
20. The allegations of Paragraph 27 are denied and DCSFC and the District demand strict proof thereof. DCSFC and the District provided plans and specifications to Metro pursuant to the terms of the Agreement; DCSFC and the District crave reference to the terms of the

Agreement and deny any allegation inconsistent therewith. Further answering the allegations of this paragraph, DCSFC and the District have filed a Motion to Dismiss and/or Strike related to these allegations pursuant to Rules 12(b)(8), 12(b)(6) and 12(e) of the South Carolina Rules of Civil Procedure contemporaneously with this Answer and Counterclaim.

21. The allegations of Paragraph 28 and 29 are denied and DCSFC and the District and DCSFC demand strict proof thereof. Further answering the allegations of these paragraphs, DCSFC and the District have filed a Motion to Dismiss and/or Strike related to these allegations pursuant to Rules 12(b)(8), 12(b)(6) and 12(e) of the South Carolina Rules of Civil Procedure contemporaneously with this Answer and Counterclaim.

AS TO THE FIFTH CAUSE OF ACTION
(Breach of Contract Accompanied by a Fraudulent Act Against Cumming Construction Management, Inc. and SFL+A Architects)

22. In answering the allegations of Paragraph 30 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 through 29 of the Third Party Complaint.
23. The allegations of Paragraphs 31 through 36 are denied and DCSFC and the District demand strict proof thereof. Further answering the allegations of these paragraphs, DCSFC and the District have filed a Motion to Dismiss and/or Strike related to these allegations pursuant to Rules 12(b)(8), 12(b)(6) and 12(e) of the South Carolina Rules of Civil Procedure contemporaneously with this Answer and Counterclaim.

AS FOR THE SIXTH CAUSE OF ACTION
(Negligence Against Cumming Construction Management, Inc. and SFL+A Architects)

24. In answering the allegations of Paragraph 37 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 through 36 of the Third Party Complaint.
25. The allegations of Paragraphs 38 through 40 are not alleged against DCSFC or the District; accordingly no response is required. However, to the extent that the allegations contained therein can be construed against DCSFC and the District, they deny same and demand strict proof thereof.

AS FOR THE SEVENTH CAUSE OF ACTION
(Fraud Against Cumming Construction Management, Inc.)

26. In answering the allegations of Paragraph 41 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 through 40 of the Third Party Complaint.
27. The allegations of Paragraphs 42 through 47 are not alleged against DCSFC or the District; accordingly no response is required. However, to the extent that the allegations contained therein can be construed against DCSFC and the District, they deny same and demand strict proof thereof.

AS FOR THE EIGHTH CAUSE OF ACTION
**(Unfair Trade Practices Against Dillon County School District,
Cumming Construction Management, Inc. and SFL+A Architects)**

28. In answering the allegations of Paragraph 48 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 through 47 of the Third Party Complaint.

29. The allegations of Paragraphs 49 through 54 are denied and DCSFC and the District demand strict proof thereof. Further answering the allegations of these paragraphs, DCSFC and the District have filed a Motion to Dismiss and/or Strike related to these allegations pursuant to Rules 12(b)(8), 12(b)(6) and 12(e) of the South Carolina Rules of Civil Procedure contemporaneously with this Answer and Counterclaim.

AS TO THE NINTH CAUSE OF ACTION

(Civil Conspiracy Against Dillon County School District, Cumming Construction Management, Inc. and SFL+A Architects)

30. In answering the allegations of Paragraph 55 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 through 54 of the Third Party Complaint.

31. The allegations of Paragraphs 56 through 60 are denied and DCSFC and the District demand strict proof thereof. Further answering the allegations of these paragraphs, DCSFC and the District have filed a Motion to Dismiss and/or Strike related to these allegations pursuant to Rules 12(b)(8), 12(b)(6) and 12(e) of the South Carolina Rules of Civil Procedure contemporaneously with this Answer and Counterclaim.

AS TO THE TENTH CAUSE OF ACTION

(Quantum Meruit Against Dillon County School District)

32. In answering the allegations of Paragraph 61 of the Third Party Complaint, DCSFC and the District reaffirm and reallege their responses to Paragraphs 1 to 55 of the Answer of Guarantee and Paragraphs 1 to 6 of Affirmative Defenses and their responses to Paragraphs 1 through 60 of the Third Party Complaint.

33. The allegations of Paragraphs 62 through 64 are denied and DCSFC and the District demand strict proof thereof. Further answering the allegations of these paragraphs, DCSFC

and the District have filed a Motion to Dismiss and/or Strike related to these allegations pursuant to Rules 12(b)(8), 12(b)(6) and 12(e) of the South Carolina Rules of Civil Procedure contemporaneously with this Answer and Counterclaim.

FOR A THIRD DEFENSE
(Another Action Pending)

34. Further and affirmatively answering the Third-Party Complaint and as an additional and complete defense thereto, the Third-Party Complaint should be dismissed pursuant to SCRCP 12(b)(8) as another action is pending between the same parties for the same claim.

FOR A FOURTH DEFENSE
(Failure to State a Claim)

35. Further and affirmatively answering the Third-Party Complaint and as an additional and complete defense thereto, the Third-Party Complaint should be dismissed pursuant to SCRCP 12(b)(6) for failure to state facts sufficient to constitute a claim against Third-Party Defendants DCSFC and the District.

FOR A FIFTH DEFENSE
(Laches)

36. Further and affirmatively answering the Third-Party Complaint and as an additional and complete defense thereto, the Third-Party Complaint should be dismissed as to Third-Party Defendants DCSFC and the District as claims contained therein are barred in whole or in part by the doctrine of laches.

FOR A SIXTH DEFENSE
(Statute of Limitations)

37. Further and affirmatively answering the Third-Party Complaint and as an additional and complete defense thereto, the Third-Party Complaint should be dismissed as to Third-Party Defendants DCSFC and the District as claims contained therein are barred in whole or in part by the applicable statute of limitations.

FOR A SEVENTH DEFENSE

(Defense as to Punitive Damages)

38. Any punitive damages award to the Plaintiff would violate the constitutional safeguards provided to Third-Party Defendants DCSFC and the District under both the United States Constitution and the South Carolina Constitution and are therefore barred.

FOR AN EIGHTH DEFENSE

(Reservation of Additional and Further Defenses)

39. Third-Party Defendants DCSFC and the District reserve any additional and further defenses as may be revealed by additional information through the course of discovery and investigation in a manner that is consistent with the South Carolina Rules of Civil Procedure.

**BY WAY OF COUNTERCLAIM AGAINST THIRD-PARTY PLAINTIFF THE
GUARANTEE COMPANY OF NORTH AMERICA, USA**

40. Third-Party Defendant Dillon County School Facilities Corporation is a nonprofit corporation duly organized and existing under the laws of the State of South Carolina.
41. Third-Party Defendant Dillon County Board of Education a/k/a Dillon County School District is a body politic and corporate and a political subdivision of the State of South Carolina.
42. Third-Party Plaintiff The Guarantee Company of North America, USA is a surety organized and existing under the laws of the state of Michigan and licensed and doing business in the State of South Carolina.
43. Metro Contracting, Inc. was a corporation organized and existing under the laws of the State of South Carolina which was dissolved on or about August 14, 2014.

44. Weaver Contracting, LLC is a corporation organized and existing under the laws of the State of South Carolina.
45. Jurisdiction and Venue of these claims are proper in this Court.
46. DCSFC contracted with Metro on March 2, 2011 to construct the Latta Early Childhood Development Center pursuant to the Agreement.
47. As required by the Agreement, Metro provided Performance and Payment Bonds.
48. The Bonds, attached hereto as Exhibit A and incorporated herein, listed Metro as Principal, The Guarantee Company of North America, USA as Surety, and Dillon County School District as Owner.
49. Under the Performance Bond, Guarantee is responsible for faithful performance of the contract, as amended, if the Principal fails to perform the contract.
50. Under the Payment Bond, Guarantee is responsible to make payment due to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the contract, if the Principal fails to make such payment.
51. On or about April 2013, Guarantee began performing some work on the Project and, after full abandonment by Metro, purported to take over all remaining work.
52. Guarantee failed to perform in full under the contract. Specifically, Guarantee failed to:
 - a. complete the project;
 - b. complete the punchlist;
 - c. meet contractual completion dates;
 - d. provide a properly working HVAC system;
 - e. provide reports and closeout documentation;
 - f. and otherwise failed to perform the contract.

53. The District has made payments to Guarantee for all work performed to date, less appropriate set-offs for contract work performed by the District and other withholdings all as allowed by the Agreement.
54. Despite payments made to Guarantee for work performed by Metro's subcontractors, including, but not limited to Weaver, Guarantee has failed to make payments to those subcontractors in violation of the terms of the Payment Bond.
55. Guarantee has also failed to issue modifications and make payment to Metro's subcontractors for changes to their subcontracts for additional work required by Metro, delays caused by Metro, and other changes.
56. DCSFC and the District have been damaged by the actions and inactions of Guarantee.

FOR A FIRST CAUSE OF ACTION
(Breach of Performance Bond)

57. Third-Party Defendants DCSFC and the District incorporate the allegations of the preceding paragraphs of the Counterclaim by reference as if fully set forth herein.
58. Under the terms of Performance Bond 15069361, Guarantee is responsible for faithful performance of the Agreement, as amended, since the Principal, Metro, failed to perform the contract.
59. While Guarantee made some efforts to complete performance, Guarantee failed to perform in full in that it failed to:
- a. complete the project;
 - b. complete the punchlist;
 - c. meet contractual completion dates;
 - d. provide a properly working HVAC system;
 - e. provide warranties, reports and closeout documentation;

f. and otherwise failed to perform the contract.

60. Accordingly, Guarantee has breached the terms of the Performance Bond by failing to faithfully perform the Agreement.
61. Third-Party Defendants DCSFC and the District have been damaged in that they have had to pay others to complete and inspect the work at additional cost, the facility has not operated in the manner in which it was intended and their staffs, teachers and students have suffered as a result, neither the project nor the punchlist has been completed, contractual completion dates were not met, and otherwise.
62. Because Guarantee has breached the Performance Bond, Third-Party Defendants DCSFC and the District are entitled to judgment against Guarantee in an amount to be determined at the trial of this action.

FOR A SECOND CAUSE OF ACTION
(Breach of Payment Bond)

63. Third-Party Defendants DCSFC and the District incorporate the allegations of the preceding paragraphs of the Counterclaim by reference as if fully set forth herein.
64. Under Payment Bond Number 15069361, Guarantee is responsible to make payment due to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the contract, if the Principal fails to make such payment.
65. Despite payments made to Guarantee for work performed by Metro's subcontractors, including, but not limited to Weaver, Guarantee has failed to make payments to those subcontractors and has therefore breached the Payment Bond.

66. Guarantee has also failed to issue modifications and make payment to Metro's subcontractors, including, but not limited to Weaver, for changes to their subcontracts for additional work required by Metro, delays caused by Metro, and other changes.
67. Third-Party Defendants DCSFC and the District have been damaged as they have had improper claims submitted against the contract by Guarantee that were the responsibility of Metro and in that they have been required to defend this action which have both resulted in additional costs to DCSFC and the District.
68. Because Guarantee has breached the Payment Bond, Third-Party Defendants DCSFC and the District are entitled to judgment against Guarantee in an amount to be determined at the trial of this action.

FOR A THIRD CAUSE OF ACTION
(Unfair Trade Practices)

69. Third-Party Defendants DCSFC and the District incorporate the allegations of the preceding paragraphs of the Counterclaim by reference as if fully set forth herein.
70. Guarantee's actions detailed herein comprise unfair and deceptive actions in trade and commerce and are capable of repetition as they are licensed as a surety in the State of South Carolina, thereby having an adverse impact on the public interest.
71. Guarantee's actions were a willful and knowing violation of the South Carolina Unfair Trade Practices Act, S.C. Code §39-5-10 *et seq.*
72. As a direct and proximate result of Guarantee's unfair and deceptive actions in trade and commerce, DCSFC and the District have suffered actual and consequential damages.
73. Accordingly, DCSFC and the District are entitled to judgment against Guarantee for treble damages, plus interest, costs, and attorneys' fees.

WHEREFORE, Dillon County School Facilities Corporation and Dillon County Board of Education a/k/a Dillon County School District, having fully answered the Third-Party Complaint, prays that the Third-Party Complaint be dismissed, that the Court award Dillon County School Facilities Corporation and the Dillon Board of Education a/k/a Dillon County School District a judgment for treble damages, interest, and its costs, including reasonable attorney's fees, incurred in defending this action, and that the Court award such further equitable and legal relief as the Court deems just and proper.

LAW OFFICE OF A. BRIGHT ARIAL, LLC

By: 
A. Bright Arial

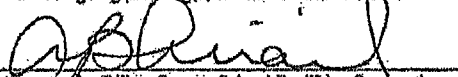
125E Wappoo Creek Drive, Suite 202
Charleston, SC 29412

ATTORNEY FOR DILLON COUNTY SCHOOL FACILITIES CORPORATION AND
DILLON COUNTY BOARD OF EDUCATION a/k/a DILLON COUNTY SCHOOL DISTRICT.

Charleston, South Carolina
October 29, 2015.

CERTIFICATE OF SERVICE

I certify that on October 29, 2015 I caused to be mailed or delivered a true copy of the foregoing pleading(s) to each counsel of record.


Attorney for Dillon County School Facilities Corporation and Dillon County
Board of Education a/k/a Dillon County School District

STATE OF SOUTH CAROLINA)

COUNTY OF DILLON)

Weaver Contracting, LLC,)

Plaintiff,)

v.)

Metro Contracting, Inc., and The)
Guarantee Company of North,)
America, USA,)

Defendants.)

The Guarantee Company of)
North America, USA,)

Third-Party Plaintiff,)

v.)

Dillon County School Facilities)
Corporation, Dillon County Board)
Of Education a/k/a Dillon County)
School District, Cumming)
Construction Management, Inc.,)
and Sfl+a Architects,)

Third-Party Defendants.)

IN THE COURT OF COMMON PLEAS

C/A NO. 2014-CP-17-479

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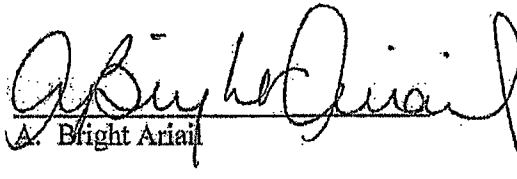
JAN 20 2015

SC Court of Appeals
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 29th day of October, 2015, a true and correct copy of the Motion to Dismiss and/or Strike of Third Party Defendants Dillon County School Facilities Corporation and Dillon County Board of Education a/k/a Dillon County School District and the Answer of Defendants Dillon County School Facilities Corporation and Dillon County Board of Education a/k/a Dillon County School Board and Counterclaim Against The Guarantee Company of North America, USA was delivered via US Mail and/or electronic transmission to the following:

Dunn D. Hollingsworth, Esquire
Robertson Hollingsworth & Flynn
177 Meeting Street, Suite 300
Charleston, South Carolina 29401
Counsel for Weaver Contracting, Inc.

Kimila L. Wooten, Esquire
Elmore Goldsmith, PA
Post Office Box 1887
Greenville, SC 29602
Counsel for The Guarantee Company of North America, USA


A. Bright Ariail

Charleston, South Carolina
October 29, 2015.

January 15, 2016

Via U.S. Mail

Ms. Amelia Smith
Case Manager
South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211

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JAN 20 2016

SC Court of Appeals

Re: *Weaver Contracting, LLC v. Metro Contracting, Inc., The Guarantee Company of North America, USA, et al.*, C.A. No. 2014-CP-17-479
Appellate Case No. 2016-000025

Dear Ms. Smith:

Thank you for your assistance this week regarding the above-referenced case. Enclosed is a pleading showing the full caption of C.A. No. 2014-CP-17-479.

If you have any questions, please do not hesitate to give us a call.

With best regards,

ELMORE GOLDSMITH, PA



Hazel Bramlett
Legal Assistant to Kimila L. Wooten

/hb

Enclosure

cc Mr. Frank Whelan (w/enc. via e-mail)

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JAN 20 2016

SC Court of Appeals

TO:
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