THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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SC Court of Appeals

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APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Circuit Court Judge

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Case No. 2013-CP-46-2930
Appellate Case No. 2014-001624

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Mae Ruth Davis Thompson
Individually and as the Personal
Representative of the Estate of
Eula Mae Davis, Deceased ..... Respondent,

v.

Pruitt Corporation d/b/a UHS-Pruitt
Corporation; UHS-Pruitt Holdings, Inc.;
UHS of South Carolina-East, LLC;
United Health Services of South Carolina,
Inc.; United Clinical Services, Inc.,
United Rehab, Inc.; Rock Hill Healthcare
Properties, Inc.; Uni-Health Post Acute
Care-Rock Hill, LLC d/b/a UniHealth
Post Acute-Care Rock Hill ..... Appellants.

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**RETURN TO PETITION FOR REHEARING**

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Respondent Mae Ruth Davis Thompson ("Respondent"), Individually and as the appointed Personal Representative of the Estate of Eula Mae Davis ("Mother"), submits her Return to Appellants' Petition for Rehearing. The Petition should be denied because the Court properly affirmed the circuit court's order that denied Appellants' motion to compel arbitration. Appellants seek to enforce an alleged Arbitration Agreement against Mother's estate even though she never signed the alleged agreement, never authorized another to sign it on her behalf, and was not competent at the time the agreement was presented for signature.

The Court correctly concluded there was no binding Arbitration Agreement, that the proposed Arbitration Agreement did not merge with and was not incorporated into the contract governing Mother's nursing home admission, and that Mother/her estate were not bound to arbitrate by the contract doctrines of third-party beneficiary and equitable estoppel. See Thompson v. Pruitt Corp., ___ S.E.2d ___, 2016 WL 805820 (S.C. Ct. App. March 2, 2016). The Petition does not identify any material fact or principle of law that was overlooked or disregarded. Thus, Appellants should not be granted a rehearing, and their Petition should be denied.

## I. The Court correctly held the Arbitration Agreement did not merge with the Admission Agreement.

### A. Appellants' merger argument is foreclosed by the Supreme Court's holding in Coleman.

Respondent was not bound to the Arbitration Agreement under authority granted to Andrew Davis ("Son") by the Adult Health Care Consent Act (S.C. Code Ann. § 44-66-10 to -80). The Act conferred authority on Son to make "health care" decisions on Mother's behalf but granted no power for Son to enter a separate, independent contract

related solely to dispute resolution. Coleman v. Mariner Health Care, Inc., 407 S.C. 346, 354, 755 S.E.2d 450, 454 (2014). Appellants continue to argue the Arbitration Agreement merged with the Admission Agreement so that the Act's authority for the later agreement covers the former. The Court correctly rejected this argument because Appellants failed to meet the requirements to apply the common law merger rule. In short, this issue is controlled by Coleman and Appellants offer no legitimate way in which the contracts at issue here are different from those considered by the Supreme Court in Coleman.

Some contracts entered close in time are presumed to merge such that courts interpret them as one instrument. Yet, this rule has never been more than a common law presumption easily displaced by "anything indicating a contrary intention." Coleman, 407 S.C. at 355, 755 S.E.2d at 455 (quoting Klutts Resort Realty, Inc. v. Down'Round Dev. Corp., 268 S.C. 80, 88, 232 S.E.2d 20, 24 (1977)). Coleman identified two provisions in a nursing home arbitration contract indicating that it was not to merge with a contemporaneously executed admission agreement. 407 S.C. at 355-56, 755 S.E.2d at 455. The Arbitration Agreement Appellants drafted includes one of the exact provisions cited in Coleman—i.e. provision granting resident a thirty-day period to unilaterally disclaim arbitration without affecting her residency status. (R. p. 84).

Appellants' Petition does not deny their Arbitration Agreement includes the precise provision identified in Coleman. Instead, Appellants argue the disclaimer provision was inessential to the holding in Coleman and should not have been considered for the merger issue here. Appellants misinterpret Coleman. The merger "theory" is disproved by "anything indicating a contrary intention." 407 S.C. at 355, 755 S.E.2d at 455. A disclaimer provision like the one Appellants drafted and Coleman discussed

"evidenc[ed] an intention that each contract remain separate." Id. Thus, on its own, the disclaimer provision is sufficient to defeat Appellants' merger argument.

Similarly, Appellants are wrong to conclude the Court's reference to the disclaimer provision in rejecting Appellant's merger argument was somehow inconsistent with the Supreme Court's ruling in Dean v. Heritage Healthcare of Ridgeway, LLC, 408 S.C. 371, 759 S.E.2d 727 (2014). The arbitration agreement in Dean had a severability clause and other language Appellants portray as similar to their contracts. Appellants argue the Supreme Court's silence on the effect of this language indicates a disclaimer provision is not sufficient to defeat a merger argument. However, merger was not the issue in Dean. That case turned on interpretation of an arbitration agreement's forum selection clause. Dean, 408 S.C. at 382, 759 S.E.2d at 733. Plus, it is not accurate to portray Dean as offering even tacit approval for Appellants' belief that a nursing home may enforce an arbitration agreement against a non-signatory resident. The Supreme Court found this possibility "concern[ing]" and did not rule on it only because it had not been briefed. Dean, 408 S.C. at 388 n. 13, 759 S.E.2d at 736 n. 13.[1]

Appellants also overlook the fact that the Court's ruling does not rely solely on the disclaimer provision. Appellants now argue the Arbitration Agreement was integrated into the Admission Agreement even though the Arbitration Agreement specifically provides that "[t]he signing of this Agreement is not a precondition to admission." (R. p. 84), As the Court's ruling correctly concludes, these contracts were always intended to be separate and that fact is clearly indicated by the language Appellants chose.

[1] Additionally, Dean may not be used to support Appellants' argument under the Act because the resident in Dean was fully competent and would not fall within the Act's parameters in the first place. Dean, 408 S.C. at 376 n. 1, 759 S.E.2d at 729 n. 1; S.C. Code Ann. § 44-66-30 (limiting Act's provisions to a patient "unable to consent").

### B. Federal policy favoring arbitration does not require enforcement of a purported contract for which there is no mutual assent.

Appellants argue "federal law mandates" the Court reverse the circuit court's order and compel arbitration. Pet. for Reh'g at 5. However, Appellants attempt to extend the federal pro-arbitration policy far beyond its recognized bounds. In the wake of judicial disdain for legitimately created arbitration contracts, the Federal Arbitration Act ("FAA") was intended to raise the status of arbitration contracts **but only** to the level of contracts regarding any other subject matter. Rent-A-Center, West, Inc. v. Jackson, 561 U.S. 63, 67 (2010) (the FAA's savings clause—9 U.S.C. § 2—"places arbitration on equal footing with other contracts"); Prima Paint Corp. v. Flood & Conklin Mfg. Co., 388 U.S. 395, 414 n. 12 (1967) (finding FAA's purpose was "to make arbitration agreements as enforceable as other contracts, but not more so").

Federal policy does not compel this Court to construe the Arbitration Agreement as valid or to interpret Son's signature as binding on Mother's estate. Appellants rely on cases where courts have held that doubts concerning arbitration should be resolved in favor of arbitration. Pet. for Reh'g at 4-5 (citing Landers v. Federal Deposit Ins. Corp., 402 S.C. 100, 739 S.E.2d 209 (2013)). However, these cases were limited to questions regarding an arbitration agreement's scope, i.e. whether the parties' dispute is encompassed within an arbitration agreement's language. Landers, 402 S.C. at 109, 739 S.E.2d at 213 ("doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration"). Here, the issue is more fundamental. Respondent does not dispute that her claims would be covered by the Arbitration Agreement's scope. Instead, Respondent's position is that no valid arbitration agreement exists between the parties.

This is a contract formation issue, and the FAA expressly reserves it to arbitration-neutral state contract law. 9 U.S.C. § 2 (arbitration agreement may be invalidated "upon such grounds as exist at law or in equity for the revocation of any contract"); Goldberg v. C.B. Richard Ellis, Inc., Civil Action No. 4:11-cv-02237, 2011 WL 6817908 *2 (D.S.C. Dec. 28, 2011) (finding FAA "does not displace state law on the general principles governing formation of the contract itself"); Lawrence v. Blue World Pools, Inc., C.A. No. 8:11-1099-JFA, 2011 WL 2491367 *2 (D.S.C. June 22, 2011) ("whether a party agreed to arbitrate a particular dispute is a question of state law governing contract formation"). Appellants' erroneous reference to pro-arbitration policy is evident from Wilson v. Wills, ___ S.E.2d ___, 2016 WL 806063 (S.C. Ct. App. March 2, 2016), which Appellants cite twice in their Petition. In Wilson, an arbitration dispute in a commercial setting, this Court considered (1) whether a valid agreement to arbitrate had been entered; and (2) if so, whether the agreement covered the parties' particular dispute. For the scope question, the Court properly noted and considered the state/federal pro-arbitration policy. Id. at * 5-6. However, when considering the existence of a valid arbitration contract, the Court simply applied South Carolina's arbitration-neutral contract formation law. Id. at *4.

As the party seeking arbitration, Appellants bore the burden of proving they entered a valid arbitration contract with Mother and her estate. Appellants were entitled to no presumptions on this point, and federal pro-arbitration policy does not decide the issue. The Court properly applied South Carolina contract formation law and Coleman to affirm the circuit court's order denying arbitration.

### C. The Court ruled properly on preservation.

Appellants make arguments on appeal that Appellants' counsel specifically waived during circuit court proceedings. Appellants now argue Son's signature on the Arbitration Agreement created a binding arbitration contract between Appellants and Mother because Son had authority under the Act to enter the Admission Agreement and the Arbitration Agreement merged with the Admission Agreement. Two of the major components of that argument were waived during circuit court proceedings. Appellants acknowledged to the circuit court that they were not seeking relief under the Act. (R. p. 244, lines 1-5). Appellants also acknowledged that their argument was not based on merger. (R. p. 281, lines 3-5). A party may not base its appeal on arguments it waived at trial. Richland County v. Carolina Chloride, Inc., 382 S.C. 634, 656, 677 S.E.2d 892, 903 (Ct. App. 2008) (rev'd in part on other grounds by Carolina Chloride, Inc. v. Richland County, 394 S.C. 154, 714 S.E.2d 869 (2011)).

Appellants are also wrong to suggest the Court should withdraw its discussion of merger on the merits in light of its ruling on preservation. Numerous reported South Carolina opinions have ruled on preservation and also discussed the merits of an issue. See e.g., Cock-N-Bull Steak House, Inc. v. Generali Ins. Co., 321 S.C. 1, 10, 466 S.E.2d 727, 732 (1996) ("Even if the issue were preserved, the argument lacks merit"); see also State v. Policao, 402 S.C. 547, 556, 741 S.E.2d 774, 778 (Ct. App. 2013) ("Even if the issue is preserved, we alternatively affirm on the merits"); Martin v. Rapid Plumbing, 369 S.C. 278, 291, 631 S.E.2d 547, 554 (Ct. App. 2006) ("Even had this issue been preserved for our review, it fails on the merits"); Hope Petty Motors of Columbia, Inc. v. Hyatt, 310 S.C. 171, 175 425 S.E.2d 786, 789 (Ct. App. 1992) ("had it been preserved, we would

find it without merit"); Estes v. Grav, 319 S.C. 551, 553, 462 S.E.2d 561, 562 (Ct. App. 1991) (finding party "has not properly preserved this issue . . . [a]lso the argument lacks merit"). In sum, the Petition does not assert any basis for reconsidering Appellants' merger arguments.

## II. The Court correctly refused to enforce the Arbitration Agreement based on agency, third-party beneficiary, or equitable estoppel theories.

### A. Agency

The Court affirmed the circuit court's refusal to find an apparent agency relationship between Mother and Son that would empower Son to enter a dispute resolution contract on Mother's behalf. The Court correctly relied on two fundamental principles of agency law: (1) apparent authority requires proof that a principal "intend[ed] to cause [a] third person to believe that the agent is authorized to act" or "should realize that [her] conduct is likely to create such belief"; and (2) apparent authority may not be established solely by the acts and conduct of the alleged agent. Thompson, 2016 WL 805820 at * 5 (citing Froneberger v. Smith, 406 S.C. 37, 748 S.E.2d 625 (Ct. App. 2013)).

Appellants do not question these principles in the Petition and offer no evidence to suggest their application supports an apparent agency relationship between Mother and Son. The Court held Appellants could not prove an agency relationship because Mother (purported principal) suffered from dementia and was incapable of causing Appellants to believe Son was empowered to sign the independent Arbitration Agreement on her behalf. Thompson, 2016 WL 805820 at * 5. Appellants do not argue Mother was of sound mind. In fact, Appellants acknowledged Mother's dementia in the circuit court argument and in their briefing. (R. p. 60); App. Br. at 5. Plus, Appellants' merger

argument (which relies on the Adult Health Care Consent Act) depends on Mother's incapacity. Thus, Appellants concede the crucial fact underlying the Court's agency ruling. Appellants also offered no evidence Mother was ever in position to represent her son as a "general agent." Mother had no previous course of dealings with Appellants, she died within hours of being admitted to Appellants' facility, and she was not even on the premises when the Arbitration Agreement was presented for signature. (R. p. 289, 300-03).

Mother's absence and incapacity create a fatal hole in Appellants' agency argument. Appellants attempt to fill that hold by referencing Son's (purported agent) conduct and representations. Petition at 7 (referencing Son's "prior exercise of authority"); at 8 (citing Son's deposition testimony). In doing so, Appellants violate the second fundamental agency rule cited in the Court's ruling. Therefore, the Petition fails to identify any legal error or overlooked fact justifying a rehearing.

**B. Third-party beneficiary**

Appellants did not meet the evidentiary burden required to bind Mother or her estate to the Arbitration Agreement as a third-party beneficiary because Appellants failed to establish the Arbitration Agreement was valid. Without a valid Arbitration Agreement, there can be no third-party beneficiary. Thompson, 2016 WL 805820 at *6 (citing Dickerson v. Longoria, 995 A.2d 721, 742 (Md. 2010)). Since Appellants cannot establish a valid Arbitration Agreement they attempt to hitch their third-party beneficiary argument to the Admission Agreement, a document containing no reference to arbitration. The Petition's third-party beneficiary argument is based on an untenable premise. Appellants argue Mother's care was the "essential purpose" of all the contracts

presented to Mother's family near the time of her admission. Pet. for Reh'g at 8. There is no reasonable basis to conclude nursing home care is the essential purpose of a separate and independent Arbitration Agreement, the terms of which are limited to dispute resolution. Certainly none of the four cases cited in the Petition supports Appellants' argument.

Two cases Appellants cite relate to arbitration provisions **within an admission agreement**. Pet. for Reh'g at 8 (citing THI of S.C. at Columbia, LLC v. Wiggins, C/A No. 3:11-888-CMC, 2011 WL 4089435 (D.S.C. Sept. 13, 2011); Trinity Mission Health & Rehab. v. Scott, 19 So.3d 735 (Miss. App. 2008)). When a single contract governs the terms of nursing home services and imposes arbitration, it is more plausible to argue a resident's care is the essential purpose of a contract containing arbitration language. These cases have no persuasive authority here since admission and arbitration were covered by two independent contracts. Appellants do cite one case involving two contracts which held a resident was a third-party beneficiary. Pet. for Reh'g at 8 (citing Cook v. GGNSC Ripley, LLC, 786 F. Supp. 2d 1166 (N. D. Miss. 2011). However, Cook reached that conclusion only after finding an admission agreement and arbitration agreement merged as indicated in the arbitration agreement's terms. Id. at 1171-72 (finding arbitration agreement "became part of the admission agreement upon execution, as reflected by its express terms"). There is no merger here, and the Arbitration Agreement expressly says so. (R. p. 84) ("The signing of this Agreement is not a precondition to admission"). The final case Appellants reference cannot support their argument since it does not refer to a third-party beneficiary at all. See Owens v. Coosa Valley Health Care, Inc., 890 So.2d 983 (Ala. 2004).

Appellants also challenge the Court's reference to Mother's lack of assent to the Arbitration Agreement and argue this reference is inconsistent with precedent binding non-signatories to arbitration contracts. Pet. for Reh'g at 9 (citing Pearson v. Hilton Head Hosp., 400 S.C. 281, 733 S.E.2d 597 (Ct. App. 2012); Int'l Paper Co. v. Schwabedissen Maschinen & Anlagen GMBH, 206 F.3d 411 (4th Cir. 2000)). The Court's ruling does not suggest a person must always personally sign an arbitration contract to be bound by its terms. Non-signatories may be bound to arbitrate but only instances where they have taken some action to indicate their intent to arbitrate or by which they may be estopped from refusing arbitration. Thompson, 2016 WL 805820 at * 6 (citing Dickerson, 995 A.2d at 742 (limiting enforcement of arbitration against non-party to instances where non-party is "attempting to enforce the contract")).[2]

Thus, the Court's ruling does not contravene Pearson and International Paper. The conditions supporting arbitration against a nonparty present in those cases are absent here. Appellants are trying to enforce an arbitration contract against Mother who did not sign it, was unaware of its existence, and lacked the mental capacity to understand its terms. That is a substantial departure from the arbitration rulings in Pearson and International Paper, where non-parties were bound to an arbitration contract because they were trying to enforce other portions of the same contract. The Court properly rejected Appellant's third-party beneficiary argument.

[2] Drury v. Assisted Living Concepts, Inc., 262 P. 3d 1162 (Or. Ct. App. 2011), also cited by the Court, reached a similar conclusion. A non-signatory may be bound to arbitrate only if she has "somehow manifested assent" by signing or by "ratifying it or asserting a claim for relief under the agreement." Id. at 1166.

### C. Equitable estoppel

The Court rejected Appellants' equitable estoppel argument under federal and state law because Respondent has made no effort to enforce the Arbitration Agreement and because Mother's incapacity prevented her from making any representations on which Appellants could reasonably rely. Nothing in the Petition calls into question the legal authority on which the Court relied or its application to the facts. There is no basis for rehearing Appellants' estoppel argument.

Under federal law, equitable estoppel only applies to a person who has "constantly maintained that other provisions of the same contract should be enforced." Pearson, 400 S.C. at 290, 733 S.E.2d at 601 (quoting Int'l Paper, 206 F.3d at 418). This is the "direct benefit" courts look for when applying equitable estoppel. Pearson, 400 S.C. at 291, 733 S.E.2d at 602. The Court correctly found this "direct benefit" is absent in this case because Mother (and her estate) made no effort to enforce the Arbitration Agreement's terms. The so-called "benefits" of arbitration do not meet the "direct benefit" standard. Crucially, the Petition points to no case applying Pearson/International Paper as Appellants propose.

The District Court orders cited in the Petition certainly do not support applying estoppel in this case. Again, Appellants rely primarily on cases where a nursing home admission agreement had an integrated arbitration provision. Pet. for Reh'g at 11-12 (citing THI of S.C. at Magnolia Manor-Inman, LLC v. Gilbert, Civil Action No. 7:13-2929-BHH, 2015 WL 1268185 (D.S.C. March 19, 2015); Wiggins, 2011 WL 4089435 at

* 6).[3] By choosing to separate the Arbitration Agreement from the Admission Agreement, Appellants have rendered Gilbert and Wiggins inapplicable. Even if the Court were to accept Appellants' contention that Mother "accepted" the benefits of admission, such acceptance could not estop her from contesting the separate and independent Arbitration Agreement.[4] McCutcheon v. THI of S.C. at Charleston, No. 2:11-CV-02861, 2011 WL 6318575 (D.S.C. Dec. 15, 2011), serves Appellants no better. McCutcheon did apply equitable estoppel to a two-contract nursing home arbitration case but only after finding the contracts merged. Id. at *3 (citing Klutts Resort Realty, Inc., 268 S.C. at 87, 232 S.E.2d at 24). Plus, the McCutcheon plaintiff attempted to enforce the merged contract's terms while also seeking to avoid its arbitration provision. Id. at *3 (noting resident's estate "attempts to hold [nursing home] liable for alleged breach of certain contractual terms"). The absence of merger and the lack of a breach of contract claim in this case render McCutcheon inapposite.

Under South Carolina law, Appellants were required to prove six elements to establish equitable estoppel. Boyd v. Bellsouth Tel. Tel. Co., 369 S.C. 410, 422, 633 S.E.2d 136, 142 (2006). Like Appellants' previous filings, the Petition does not cite or attempt to meet these elements. Appellants were required to show Mother made false representations to Appellants with the intent to mislead them and that Mother knew the

[3] Of course, this Court is not bound by the ruling of a federal district court. See e.g. Chase Home Fin., LLC v. Risher, 405 S.C. 202, 213, 746 S.E.2d 471, 477 (Ct. App. 2013) (noting federal district court rulings are persuasive at most).

[4] Appellants argue Gilbert proves equitable estoppel may be applied even to two contract cases. Pet. for Reh'g at 12. However, Gilbert is just further proof that grounding admission and arbitration in two separate contracts can be enough to preclude estoppel. Gilbert specifically distinguished Coleman (and its refusal to apply estoppel against a nursing home resident) because it considered two separate contracts. Gilbert, 2015 WL 1268185 at *2 (citing Coleman, 407 S.C. at 352, 755 S.E.2d at 454).

real facts. Id. Yet, as Appellants have acknowledged throughout this case, Mother suffered from dementia. She could not meet the intent or knowledge elements required for Appellants to prove equitable estoppel. Pointing to alleged representations by Son or Respondent is not an acceptable substitute. The first three equitable estoppel elements apply to "the party being estopped." Strickland v. Strickland, 375 S.C. 76, 84, 650 S.E.2d 465, 470 (2007). Mother's estate is the party here, and nothing Son said or did is pertinent to the equitable estoppel analysis.

Similarly, Appellants may not rely on alleged representations made by Respondent. Since Mother's estate is the party alleging legal claims, Respondent's conduct is not part of the equitable estoppel analysis. Thompson, 2016 WL 805820 at *9 (citing Dickerson, 995 A.2d at 743). Plus, Respondent made no representations to Appellants regarding Son's authority to sign a dispute resolution contract on Mother's behalf. Appellants argue Respondent somehow made representations to Appellants simply by being present when the contracts were presented for signature. Apps.' Br. at 16. The Petition cites only Respondent's deposition testimony as proof she made representations regarding Son's alleged authority. However, what Respondent told Appellants' counsel in a deposition does not establish any representations made to Appellants when the contracts were signed. Appellants' counsel did not ask Respondent what she may have told or represented to Appellants when the contracts were presented. Respondent was simply asked if Son signed documents for Mother in the past. This testimony does not show Respondent made any representations to Appellants. Finally, the Court properly concluded Appellants did not prove other equitable estoppel elements

including the requirement that Appellants changed their position based on Respondents' alleged representations.

Therefore, whether governed by state or federal substantive law, Appellants failed to make the required showing to apply equitable estoppel. Respondent has not attempted enforce the Arbitration Agreement, has not taken inconsistent positions regarding its validity, and has taken no other action that would make it inequitable for her to oppose its enforcement. The Petition provides no basis for rehearing and should be denied.

## CONCLUSION

Based on the arguments stated above, Respondent respectfully requests that the Court deny Appellants' Petition for Rehearing. The Court's ruling correctly affirmed the circuit court's order denying arbitration, and the Petition does not identify any points the Court overlooked or misapprehended. The Petition should be denied.

Respectfully submitted,

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March 28, 2016
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THE STATE OF SOUTH CAROLINA
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APPEAL FROM YORK COUNTY
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S. Jackson Kimball, Circuit Court Judge

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Case No. 2013-CP-46-2930
Appellate Case No. 2014-001624

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Mae Ruth Davis Thompson
Individually and as the Personal
Representative of the Estate of
Eula Mae Davis, Deceased ..... Respondent,

v.

Pruitt Corporation d/b/a UHS-Pruitt
Corporation; UHS-Pruitt Holdings, Inc.;
UHS of South Carolina-East, LLC;
United Health Services of South Carolina,
Inc.; United Clinical Services, Inc.,
United Rehab, Inc.; Rock Hill Healthcare
Properties, Inc.; Uni-Health Post Acute
Care-Rock Hill, LLC d/b/a UniHealth
Post Acute-Care Rock Hill ..... Appellants.

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**PROOF OF SERVICE**

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I, the undersigned Paralegal of the law offices of McGowan Hood & Felder, LLC, attorney for the Respondent, do hereby certify that I have served all counsel in this action with a copy of the Return to Petition for Rehearing by mailing a copy of the same to counsel via United States Mail, postage prepaid, at the following address:

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March 28, 2016

Susan Locklier, Paralegal to John G. Felder, Jr.

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March 28, 2016

*Via Hand Delivery*
The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1205 Pendleton St.
Columbia, SC 29201

**Re: Mae Ruth Davis Thompson, etc. v. Pruitt Corporation et al.**
**Appellate Case no. 2014-001624**

Dear Ms. Kitchings:

Enclosed for filing please find the original and seven copies of the Return to Petition for Rehearing in the above matter.

Please file the same in your customary manner and return a copy to me.

By copy of this letter, I am serving all counsel of record.

With kind regards,

Sincerely,

John G. Felder, Jr.

JGFjr/sll
Enclosures
cc: Monteith Todd, Esquire
J. Michael Montgomery, Esquire
Alexander E. Davis, Esquire