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THE STATE OF SOUTH CAROLINA

In the Court of Appeals

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JUN 13 2016

APPEAL FROM BEAUFORT COUNTY
COURT OF COMMON PLEAS

SC Court of Appeals

D. Craig Brown, Circuit Court Judge

Court of Appeals Case No. 2013-002578
Beaufort Case No. 2012-CP-07-1352

Bruce R. Hoffman,

Appellant,

v.

Seneca Specialty Insurance Company; CRC Insurance Company; CRC Insurance Services, Inc. d/b/a Southern Cross Underwriters of Sumter; Aydlette Services of Lowcountry, Inc.; and Capstone ISG, Inc.,

Defendants,

Of whom Seneca Specialty Insurance Company is the Respondent.

PETITION FOR REHEARING

Appellant Bruce R. Hoffman, pursuant to SCACR, Rule 221, hereby petitions for rehearing in this case following this Court's June 1, 2016 affirmance of the lower Court orders, on the ground that this Court overlooked or misapprehended the following points:

This Court's June 1, 2016 opinion is made up of entirely legal conclusions and citations thereto, there is not one instance where this Court explains how these legal conclusions apply to the facts and circumstances of this particular case. Having spent a lot of time and money on this appeal, and having waited over two and a half years for a decision, some (any) written evidence in the opinion of actual, substantive consideration, applying the law to the facts and circumstances of this particular case, was expected but not provided.

For example, in point 1 in the opinion, it is stated “*As to whether the circuit court erred in granting summary judgment in favor of Seneca, we find the circuit court did not err.*” Why exactly was that your finding? How can a finding for which no specific explanation whatsoever is given be challenged, let alone discussed? Was the exclusion at issue in the insurance contract vague and ambiguous? Shouldn’t the ejusdem generis rule have been applied to the exclusion in this case? If the raccoon damage to my office was excluded in the policy, then there was a triable/factual issue raised as to whether Defendant and their agents sold me an inappropriate policy given my office location, which they induced me not to cancel when I indicated I wanted to. Could an exclusion that did not specifically mention raccoons exclude damage from raccoons? Wasn’t there a triable/factual issue raised as to bad faith denial of a claim, with the insurance company and their purported independent adjuster obviously in cahoots? The policy included an exception to the exclusion for ensuing/resulting damage, so there was a triable/factual issue as to the scope of coverage for this ensuing/resulting damage no matter the ruling on the exclusion. This Court’s opinion touched on none of this, all of which was part of the record and was cited/argued by Appellant in his initial and/or reply briefs. If there was even one factual issue for trial (e.g. from causes of action/claims that had nothing to do with the exclusion), then summary judgment was inappropriate, that Judge Brown had the authority to enter summary judgment does not mean it was substantively proper for him to have done so, under the facts and circumstances of this case, points this Court overlooked or misapprehended or seemingly chose not to address.

As to point 2 of the opinion, the Olson case references an exception in Davis v. Lunceford, 335 SE2d 798 (1985), where the denial of summary judgment was held appealable, why was that exception not applicable to the facts and circumstances of this case?

As to point 3 of the opinion, why was there no error in Judge Brown ruling on the summary judgment motions when there was a pending appeal involving the same insurance contract and a related party?

Obviously a ruling in that appeal would have affected the case before him dealing with the exact same insurance contract and a related party. This Court finding there was no error in that, without any explanation, when the exact same insurance contract and a related party was involved in the pending appeal and the motion before him, is again hard to fathom.

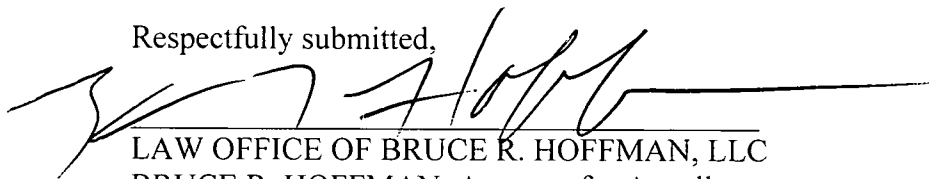
As to point 4 of the opinion, saying “OK I will move on” is not a clear, explicit statement of concession- without any explanation of how and why that constituted a waiver under applicable law, of an issue that Appellant continued to argue to the end of the hearing, is similarly baffling. With no trial date set and no prejudice shown by any other party, filing of the supplement should have been allowed. Repeatedly here, it appears to avoid having to actually, substantively decide an issue, this Court deems an issue waived or an issue not raised, when the issue clearly wasn’t waived and/or clearly was raised. Respectfully, an Appellant in this Court expects and is entitled to more.

In points 5 and 6 of the opinion, it is also axiomatic, a maxim of jurisprudence, that the law does not require futile acts. Asking Judge Brown to reconsider, under the facts and circumstances of this case, what he did not even bother actually considering the first time, would have objectively been a futile act, but this Court does not address this substantively, or explain why this would not have been a futile act in this case (e.g. rubber stamping a proposed order, verbatim, without giving the opposing party any time to comment on it, rubber stamping an order deeming requests for admissions admitted, when a timely written response to the requests had been made and no motion to have the requests deemed admitted had been made).

For all the foregoing reasons, Appellant petitions for rehearing in this matter.

Dated: June 13, 2016

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Bruce R. Hoffman", is written over a horizontal line. The signature is stylized and cursive.

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Of whom Seneca Specialty Insurance Company is the Respondent.

**CERTIFICATE OF SERVICE BY MAIL OF
APPELLANT'S PETITION FOR REHEARING**

The undersigned attorney for Appellant hereby certifies that on the 13th day of
June, 2016, he had served by first class mail, postage prepaid, a true and accurate copy of
Appellant's Petition for Rehearing to Joshua P. Cantwell, Esquire, Young Clement Rivers, LLP, PO
Box 993, Charleston, SC 29402, attorney for Respondent.

Dated: June 13, 2016



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