FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016-CP-26-0166

Jeanne Beverly, individually and on behalf of others similarly situated
PLAINTIFF(S)

Grand Strand Regional Medical Center, LLC
DEFENDANT(S)

Submitted by: Benjamin H. Culbertson, Presiding Judge	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other
NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ ~~See attached order~~ (formal order to follow) ☐ Statement of Judgment by the Court:

Defendant's Motion to Dismiss is GRANTED.
Attorney James Lynn Werner is to prepare a formal order.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	$ N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Benjamin H Culbertson

Benjamin H. Culbertson, Circuit Court Judge | 2148 **Judge Code** | April 27, 2016 **Date**

SCRCP Form 4C (03/2013)

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

John G. Felder	James Lynn Werner
Jordan Christopher Calloway	William R. Thomas
ATTORNEY(S) FOR THE PLAINTIFF(S)	**ATTORNEY(S) FOR THE DEFENDANT(S)**

CLERK OF COURT

Court Reporter: Grace Hurley

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY	)	FIFTEENTH JUDICIAL CIRCUIT
Jeanne Beverly, individually and on behalf of others similarly situated,	)	C.A. No. 2016-CP-26-0166
Plaintiffs,	)	**ORDER GRANTING DEFENDANT'S MOTION TO DISMISS**
vs.	)	
Grand Strand Regional Medical Center, LLC,	)	
Defendant.	)	

THIS MATTER CAME BEFORE THIS COURT for hearing on April 26, 2016, on a Motion to Dismiss by Defendant Grand Strand Regional Medical Center, LLC ("Defendant") pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure. Defendant moved the Court to dismiss the claims of Plaintiff Jeanne Beverly ("Plaintiff") arguing (1) Plaintiff's claim for breach of contract fails because she is not a third-party beneficiary to the contract between Defendant and Blue Cross Blue Shield of South Carolina ("BCBS-SC"); (2) Plaintiff's claim for bad faith breach of contract fails because she is not a party entitled to enforce the subject contract and South Carolina law does not recognize the failure of a medical provider to file an insurance claim as a breach of a fiduciary duty; and (3) Plaintiff's claim for unjust enrichment fails because the Complaint does not allege Defendant charged or collected more than its regular rates. This Court held oral argument, considered the arguments of counsel, and finds Defendant's Motion to Dismiss is well-grounded and Plaintiff's Complaint is dismissed for the reasons set forth below.

FACTS AND PROCEDURAL HISTORY

According to the allegations in Plaintiff's Complaint:

1. Plaintiff was involved in a motor vehicle accident on September 6, 2012, and received treatment for her injuries on that date in Defendant's hospital.

2. At the time of the collision and her treatment, Plaintiff was covered under a health insurance policy issued by BCBS-SC.

3. Prior to the events in question, Defendant and BCBS-SC entered into a contract (the "Institutional Agreement") by which Defendant became a BCBS-SC Preferred Provider Organization.

4. Plaintiff asserts she is a third-party beneficiary under the contract (the Institutional Agreement) between Defendant and BCBS-SC.

5. According to Plaintiff, at the time she was treated, her insurance information was provided to Defendant; however, Defendant failed to submit her bills to BCBS-SC for payment.

6. Plaintiff further alleges that Defendant disregarded the reimbursement rates agreed upon with BCBS-SC in the Institutional Agreement and billed her the full price for the medical services provided.

7. Based on these allegations, on January 11, 2016, Plaintiff filed this action for breach of contract, bad faith/breach of fiduciary duty, and unjust enrichment, arguing she is a third-party beneficiary entitled to enforce the Institutional Agreement.

8. On March 7, 2016, Defendant filed a Motion to Dismiss.

STANDARD OF REVIEW

A motion to dismiss must be granted if the facts alleged in the complaint, and inferences reasonably deducible therefrom, do not entitle plaintiff to the relief sought. *Chewning v. Ford Motor Co.*, 346 S.C. 28, 32-33, 550 S.E.2d 584, 586 (Ct. App. 2001) (citing *Jarrell v. Petoseed Co.*, 331 S.C. 207, 209, 500 S.E.2d 793, 794 (Ct. App. 1998)).

Ordinarily, "in considering a motion to dismiss pursuant to Rule 12(b)(6), SCRCP, the circuit court must base its ruling solely upon the allegations set forth on the face of the complaint." *Charleston Cty. Sch. Dist. v. Harrell*, 393 S.C. 552, 557, 713 S.E.2d 604, 607

(2011) (citing *Doe v. Greenville Cty. Sch. Dist.*, 375 S.C. 63, 66-67, 651 S.E.2d 305, 307 (2007)). However, it is also proper that "a court may consider documents outside of the complaint if the complaint incorporates the documents by reference." *Carolina First Corp. v. Whittle*, 343 S.C. 176, 190 n.7, 539 S.E.2d 402, 410 n.7 (Ct. App. 2000); *see Brazell v. Windsor*, 384 S.C. 512, 516, 682 S.E.2d 824, 826 (2009) (finding a court may consider documents that are incorporated by reference in the complaint but not attached to the complaint without converting a motion to dismiss into a motion for summary judgment); *HHHunt Corp. v. Town of Lexington*, 389 S.C. 623, 629-30, 699 S.E.2d 699, 701-02 (Ct. App. 2010) (assuming a plaintiff incorporated a document by attaching it to the complaint, thereby, allowing the court to consider the document in granting a motion to dismiss). ~~This conclusion by the South Carolina Court of Appeals regarding the legitimate scope of review under a Rule 12 motion is consistent with a long line of authority arising under Rule 12 of the Federal Rules of Civil Procedure.[1] In applying Rule 12, federal courts have recognized that where "collateral documents are inherent to the allegations in the complaint . . ." it is appropriate for the court to consider the referenced documents in deciding a motion to dismiss (*i.e.*, without converting the motion to one for summary judgment). *See In re: DataStream Sys., Inc. Securities Litigation*, No. 6:99-0088-13, 2000 WL 33176025, at *1 (D.S.C. July 27, 2000); *see also Dareangelo v. Verizon Communications, Inc.*, 292 F.3d 181, 195 n.5 (4th Cir. 2002); *Abadian v. Lee*, 117 F.Supp.2d 481, 485 (D.Md. 2000).~~

[1] ~~"Since [the South Carolina] Rules of Procedure are based on the Federal Rules, where there is no South Carolina law, [South Carolina courts] look to the construction placed on the Federal Rules of Civil Procedure." *Gardner v. Newsome Chevrolet-Buick, Inc.*, 304 S.C. 328, 330, 404 S.E.2d 200, 201 (1991).~~

LAW AND ANALYSIS

The cornerstone of Plaintiff's entire Complaint is her allegation that she is a third-party beneficiary under the contract (Institutional Agreement) between Defendant and BCBS-SC. Plaintiff expressly asserts she has the right to enforce the contract (Institutional Agreement) between Defendant and BCBS-SC. Thus, Plaintiff has placed in issue the terms of the Institutional Agreement between Defendant and BCBS-SC and that Agreement is undoubtedly inherent to the allegations of the Complaint. It is appropriate, therefore, for this Court to consider the terms of that Agreement in deciding Defendant's Motion to Dismiss.

I. Plaintiff is not a third-party beneficiary to the Institutional Agreement and does not have standing to maintain her claim for breach of contract.

South Carolina law is clear, "one not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third-party is not, as such, recoverable by the plaintiff." *Fabian v. Lindsay*, 410 S.C. 475, 488, 765 S.E.2d 132, 139 (2014) (quoting *Windsor Green Owners Ass'n v. Allied Signal, Inc.*, 362 S.C. 12, 17, 605 S.E.2d 750, 752 (Ct. App. 2004)); *see Bob Hammond Constr. Co. v. Banks Constr. Co.*, 312 S.C. 422, 424, 440 S.E.2d 890, 891 (Ct. App. 1994) (holding a third party not in contractual privity with the contracting parties had no right to enforce a contract unless the contracting parties intended to create a third-party beneficiary to the agreement); *Kleckley v. Northwestern Nat'l Cas. Co.*, 338 S.C. 131, 136, 526 S.E.2d 218, 220 (2000) (holding an injured third party could not assert a bad faith claim against a tortfeasor's insurance company because the injured party was not a party to the contract).

It is a long standing principle that parties contract for their own benefit, and not for the benefit of third parties. *Ancrum v. Camden Water, Light & Ice Co.*, 82 S.C. 284, 295, 64 S.E. 151, 155 (1909). The presumption is that a contract to which a plaintiff is not a party is not enforceable by the plaintiff and that presumption may only be overcome by the showing that the

plaintiff was intended to be the direct beneficiary of the contract. *Helms Realty, Inc. v. Gibson-Wall Co.*, 363 S.C. 334, 340, 611 S.E.2d 485, 488 (2005). To determine whether the parties to a contract intended a plaintiff to be a third-party beneficiary, a court must look to and give legal effect to the intentions of the parties as expressed in the language of their contract. *Gilbert v. Miller*, 356 S.C. 25, 30, 586 S.E.2d 861, 864 (Ct. App. 2003) (citing *United Dominion Realty Trust, Inc. v. Wal-Mart Stores, Inc.*, 307 S.C. 102, 413 S.E.2d 866 (Ct. App. 1992)). A court's function is to look at the clear language of the contract and to give that language its lawful meaning and to determine the intent of the parties as found in the clear language of their agreement. *Trancik v. USAA Ins. Co.*, 354 S.C. 549, 555, 581 S.E.2d 858, 861 (Ct. App. 2003) (citing *Smith-Cooper v. Cooper*, 344 S.C. 289, 543 S.E.2d 271 (Ct. App. 2001)). A court does not have the "authority to alter a contract by construction or make new contracts for the parties, and words cannot be read into a contract which impart an intent wholly unexpressed when the contract was executed." *Gilstrap v. Culpepper*, 283 S.C. 83, 86, 320 S.E.2d 445, 447 (1984).

Section 16.16 of the Institutional Agreement – the contract from which Plaintiff purports to derive her rights and claims – states the following:

> This Agreement is not intended to, and shall not be construed to, make any person or entity a third party beneficiary. Notwithstanding the preceding, nothing in this section shall affect Plans rights under Article XV, or a Member's right to receive Covered Services pursuant to the terms of this Agreement.

The language of the Institutional Agreement is clear, explicit, and unambiguous. The intent of Defendant and BCBS-SC (the parties to the Agreement) is undeniably clear from this provision: they did not intend for anyone to have third-party beneficiary rights under the Agreement. Therefore, the language of the Institutional Agreement determines its force and effect and the Court construes its terms according to their plain, ordinary, and popular meaning. *See ERIE Ins. Co. v. Winter Const. Co.*, 393 S.C. 455, 461, 713 S.E.2d 318, 321 (Ct. App. 2011) ("Basic

contract law provides that when a contract is clear and unambiguous, the language alone determines the contract's force and effect." (citing *C.A.N. Enters., Inc. v. S.C. Health & Human Servs. Fin. Comm'n*, 296 S.C. 373, 377, 373 S.E.2d 584, 586 (1988)). The Court finds Section 16.16 plainly evidences BCBS-SC and Defendant's intent to exclude third-party beneficiaries from enforcing the Institutional Agreement.

~~Furthermore, the Court notes that under similar circumstances, courts in other jurisdictions have applied similar reasoning and reached identical conclusions. *See RPC Liquidation v. Iowa Dept. of Transp.*, 717 N.W.2d 317, 321-322 (Iowa 2006) (considering a similar third party liability provision and holding a third party could not recover under the terms of the contract); *Richmond Shopping Center, Inc. v. Wiley N. Jackson Co.*, 220 Va. 135, 142 (Va. 1979) (finding that despite a conflict in the contract's terms, a provision specifically stating third parties may not recover under the contract governs and, therefore, third parties were not entitled to recover under the contract); *SynchroPile, Inc. v. Traylor Bros. Inc.*, No. CIV.A. 10-1896, 2011 WL 3419630, at *5-6 (E.D. La. Aug. 3, 2011), *aff'd*, 470 F. App'x 349 (5th Cir. 2012) (holding that the four corners of the contract manifested a clear intent of the parties not to directly benefit third parties and finding third parties were barred from recovering under the plain language of the contract). The Court also notes that in an unpublished opinion addressing similar facts the Court of Appeals found a contract's explicit language stating it did not apply to third parties was clear evidence the contracting parties did not intend for third parties to benefit from the contract and, therefore, the court held third parties were not intended beneficiaries of the contract and could not file claims as such. *Atherton v. Tenet Healthcare Corp.*, No. 2005-UP-362, 2005 WL 7084013, at *4 (Ct. App. May 25, 2005).~~[2]

[2] ~~While an unpublished opinion may not hold precedential value, the Court finds the reasoning applied by the Court of Appeals in *Atherton* provides clear and directly applicable guidance in the present matter. Rule 268(d)(2), SCACR.~~

Although the Institutional Agreement contains plain, unambiguous language stating it is not for the benefit of third parties, Plaintiff argues the Institutional Agreement carves out an exclusion for a BCBS-SC member seeking to ensure receipt of "covered services." Section 2.6 of the Institutional Agreement defines "covered services" as "those . . . services, supplies, equipment and/or items to be delivered by or through [the defendant] to [the plaintiff] ***that are reimbursable*** [under the plaintiff's insurance plan with BCBS-SC]." (emphasis added). Nothing indicates that BCBS-SC reimburses for costs, if any, incurred in filing an insurance claim. Therefore, filing for insurance benefits is not a "reimbursable service," and Defendant does not have any obligation to file for insurance benefits on Plaintiff's behalf.

The Court finds the plain, unambiguous language of Section 16.16 excludes third-party beneficiaries and the Institutional Agreement, does not contain any exceptions to this provision. Accordingly, Plaintiff's claim for breach of contract is dismissed as a matter of law because under the plain language of the Institutional Agreement Plaintiff cannot be a third-party beneficiary with standing to bring a claim for breach of contract.

II. Plaintiff's claim for bad faith breach of the Institutional Agreement fails because Defendant does not owe Plaintiff a fiduciary duty to file her insurance claims.

Plaintiff alleges that a special, or fiduciary, relationship was created between Defendant and Plaintiff by virtue of the contract between Defendant and BCBS-SC and Plaintiff's alleged status as a third-party beneficiary to that contract. [Complaint ¶ 39]. Plaintiff further argues a special relationship was created with Defendant by virtue of her status as a third-party beneficiary to the Institutional Agreement and her choice to seek medical care from Defendant. [Complaint ¶ 45]. Based on these allegations, Plaintiff asserts that Defendant breached a fiduciary duty to submit her insurance claims to BCBS-SC. [Complaint ¶ 40].

The Court finds Plaintiff's claim for breach of a fiduciary duty fails, because Plaintiff is not a third-party beneficiary to the Institutional Agreement and, furthermore, South Carolina law

does not recognize the failure of a medical provider to file an insurance claim as a breach of a fiduciary duty.

"To establish a claim for breach of fiduciary duty, the plaintiff must prove (1) the existence of a fiduciary duty, (2) a breach of that duty, and (3) damages proximately resulting from the wrongful conduct of the defendant." *Turpin v. Lowther*, 404 S.C. 581, 589, 745 S.E.2d 397, 401 (Ct. App. 2013) (citing *RFT Mgmt. Co. v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 335-36, 732 S.E.2d 166, 173 (2012)). "The existence of a fiduciary duty is a question of law for the court." *Id.*

"To establish the existence of a fiduciary relationship, the facts and circumstances must indicate the party reposing trust in another has some foundation for believing the one so entrusted will act not in his own behalf but in the interest of the party so reposing." *Moore v. Moore*, 360 S.C. 241, 251, 599 S.E.2d 467, 472 (Ct. App. 2004) (citing *Burwell v. S.C. Nat'l Bank*, 288 S.C. 34, 41, 340 S.E.2d 786, 790 (1986)). "[A] fiduciary relationship cannot be created by the unilateral action of one party." *Id.* (citing *Regions Bank v. Schmauch*, 354 S.C. 648, 670, 582 S.E.2d 432, 444 (Ct. App. 2003)). The other party to the purported relationship must have actually accepted or induced the confidence allegedly placed in him. *Id.* (citation omitted); *see Cowburn v. Leventis*, 366 S.C. 20, 37, 619 S.E.2d 437, 447 (Ct. App. 2005); *Ellis v. Davidson*, 358 S.C. 509, 519-20, 595 S.E.2d 817, 822 (Ct. App. 2004); *Steele v. Victory Sav. Bank*, 295 S.C. 290, 295, 368 S.E.2d 91, 94 (Ct. App. 1988).

Plaintiff alleges a fiduciary relationship was created by her reliance on the Institutional Agreement—to which she is not a party, and which she is not entitled to enforce—and from her decision to seek medical treatment from the Defendant's hospital. These are both unilateral actions by Plaintiff, and a fiduciary relationship cannot be created by unilateral action. *See Moore*, 360 S.C. at 251, 599 S.E.2d at 472. Moreover, Plaintiff cannot assert a successful claim

for breach of a fiduciary duty by merely alleging she placed a level of trust in Defendant by choosing to seek medical care and treatment at Defendant's hospital and then claiming a fiduciary duty was breached when Defendant refused to submit her insurance claims. The duty and the breach must relate to the same thing. *See Turpin*, 404 S.C. at 589, 745 S.E.2d at 401 (noting that to establish a claim for breach of a fiduciary duty a plaintiff must prove: (1) the existence of a fiduciary duty; (2) a breach of *that* duty; and (3) damages resulting from the breach). A duty relating to providing medical care and treatment is not the same as a duty to file insurance claims.

South Carolina Courts have not found a fiduciary duty is breached when a doctor fails to offer assistance in filing an insurance claim. *See Wogan v. Kunze*, 366 S.C. 583, 605, 623 S.E.2d 107, 119 (Ct. App. 2005), *aff'd as modified*, 379 S.C. 581, 666 S.E.2d 901 (2008). Moreover, as discussed in the previous section, Plaintiff does not have the right to enforce the Institutional Agreement and—even if she could—nothing in the Institutional Agreement creates a fiduciary duty between Defendant and Plaintiff for Defendant to file an insurance claim for Plaintiff.

Accordingly, the Court finds Plaintiff failed to allege facts sufficient to state a claim for breach of a fiduciary duty. A fiduciary relationship was not created between Defendant and Plaintiff and South Carolina does not recognize the failure to file an insurance claim as a basis for a claim for breach of a fiduciary duty.

III. Plaintiff's claim for unjust enrichment fails, because Defendant's collection of full payment of its bill for services rendered does not constitute unjust enrichment.

Plaintiff alleges that Defendant was unjustly enriched by collecting payments from Plaintiff for medical services provided by Defendant, but at a higher value than the discounted rates established in the Institutional Agreement between Defendant and BCBS-SC. However, Plaintiff does not allege that she conferred any benefit upon Defendant except that she paid a non-discounted rate for the medial services which Defendant provided to her.

Unjust enrichment is an equitable concept based on the same principles as *quantum meruit*, quasi-contract, and implied by law contracts. *See Myrtle Beach Hospital, Inc. v. City of Myrtle Beach*, 341 S.C. 1, 8, 532 S.E.2d 868, 872 (2000). To state a cause of action for unjust enrichment, a plaintiff must allege the defendant unjustly retained benefits or money which in justice and equity belong to another. *See Dema v. Tenet Physician Servs.-Hilton Head, Inc.*, 383 S.C. 115, 123, 678 S.E.2d 430, 434 (2009). "To recover restitution in the context of unjust enrichment, the plaintiff must show: (1) he conferred a non-gratuitous benefit on the defendant; (2) the defendant realized some value from the benefit; and (3) it would be inequitable for the defendant to retain the benefit without paying the plaintiff for its value." *56 Leinbach Inv'rs, LLC v. Magnolia Paradigm, Inc.*, 411 S.C. 466, 479, 769 S.E.2d 242, 249 (Ct. App. 2014) (quoting *Inglese v. Beal*, 403 S.C. 290, 297, 742 S.E.2d 687, 691 (Ct. App. 2013)).

Plaintiff has failed to allege Defendant received an inequitable benefit. Plaintiff's claims are based upon Defendant charging her the non-discounted rate for the medical services it provided to her, rather than the discounted rate reflected in the Institutional Agreement between Defendant and BCBS-SC. Plaintiff is neither a party, nor a third-party beneficiary of the Institutional Agreement, and she does not have the right to enforce its terms. The existence of discounted rates does not establish that the standard rates are unjust, inequitable, or excessive. There is no allegation in the Complaint that Defendant charged more than its regular rates for the medical services which were admittedly rendered. Defendant was not unjustly enriched by collecting from Plaintiff its regular rates, rather than discounted rates for the services which it provided.

The South Carolina Court of Appeals' decision in *Pitts v. Jackson National Life Insurance Company*, illustrates the fallacy of Plaintiff's alleged unjust enrichment claim. 352 S.C. 319, 574 S.E.2d 502. In that case, the plaintiff sued the insurance company asserting a

claim for unjust enrichment based on the allegation that the company failed to issue a preferred policy instead of a standard policy for his daughter, while the preferred policy would have charged lower premiums than the standard policy of equal face value. After reciting the same essential elements of any claim for unjust enrichment, the Court of Appeals found there was no benefit conferred upon the insurance company that would be unjust for it to retain. In the present case, Plaintiff sought and was provided medical services by Defendant and, according to the Complaint, was charged regular rates in exchange for those services rendered to her. As in *Pitts*, Plaintiff's claim is that Defendant was unjustly enriched merely by failing to apply a discounted rate for its services. Such an allegation is insufficient under South Carolina law to sustain a claim for unjust enrichment. Therefore, Plaintiff's claim for unjust enrichment is improper and is dismissed as a matter of law.

CONCLUSION

WHEREFORE, Defendant Grand Strand Regional Medical Center, LLC's Motion to Dismiss Plaintiff's Complaint for failure to state a claim under Rule 12(b)(6) of the South Carolina Rules of is hereby GRANTED, and Plaintiff's Complaint is hereby DISMISSED WITH PREJUDICE in its entirety.

AND IT IS SO ORDERED.

Benjamin H Culbertson

The Honorable Benjamin H. Culbertson
Circuit Court Judge

May 25, 2016
Conway, South Carolina