

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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S.C. SUPREME COURT

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Honorable J. Ernest Kinard, Jr., Circuit Court Judge

Opinion No.: 2016-UP-028 (S.C. Ct. App. filed January 20, 2016)

Arthur Washington, Petitioner,
v.
Resort Services, Inc., and John Doe, Defendants,
Of Whom John Doe is the Respondent.

**RETURN IN OPPOSITION TO
PETITION FOR
WRIT OF CERTIORARI**

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QUESTIONS PRESENTED

- I. WHETHER THE COURT OF APPEALS PROPERLY AFFIRMED THE CIRCUIT COURT'S GRANT OF RESPONDENT JOHN DOE'S MOTION TO DISMISS?
- II. WHETHER THE COURT OF APPEALS PROPERLY AFFIRMED THE CIRCUIT COURT'S DENIAL OF PETITIONER'S MOTION FOR A DEFAULT JUDGMENT?

Pursuant to Rule 242, SCACR, Respondent John Doe opposes Petitioner Arthur Washington's Petition for Writ of Certiorari ("Petition"). Petitioner has not raised any "special and important reasons" why this Court should accept his appeal, nor does his Petition raise any legitimate novel question of law. The Court of Appeals' ruling was unanimous, and is not in conflict with prior decisions of this Court. Petitioner does not raise any constitutional issues or federal questions. Rule 242(b), SCACR (writ of certiorari "will be granted only where there are special and important reasons"). As a result, his Petition should be denied.

STATEMENT OF THE CASE

Petitioner Arthur Washington, plaintiff below alleged that, on February 26, 2009, he was involved in a motor vehicle accident when the car he was driving collided with a Resort Services, Inc. 1998 GMC truck that was protruding into Buck Island Road, in Bluffton, South Carolina. (Appx. 13-16). Petitioner testified at his deposition that, at the time the collision occurred, the truck did not have its lights on. (Appx. 122, lines 3-4). Petitioner testified that he did not see the driver, did not know who the driver was, and did not see anyone leave the scene after the accident. (Appx. 127, lines 8-11) (Appx. 131, lines 19-25) (Appx. 133, lines 13-17). Petitioner also testified had been told that the truck was stolen and the driver may have fled. (Appx. 134, line 2-18).

On January 3, 2011, within the statute of limitations, Petitioner filed suit against Resort Services. (Appx. 13-16) (“Complaint”). Resort Services, the only defendant named in the Complaint, filed an Answer on January 27, 2011 (Appx. 23-26), and an Amended Answer on April 18, 2011 (Appx. 34-38) (“Amended Answer”). In its Amended Answer, Resort Services asserted, among other things, the affirmative defense that Petitioner’s damages were caused by the intervening willful, malicious and criminal act of a third person beyond Resort Services’ control. (Appx. 37).

On March 14, 2011, Counsel for 21st Century Insurance Company (“UIM Carrier”) filed a Notice of Appearance and Conditional Answer on behalf of the UIM Carrier. (Appx. 32-33) (“Notice of Appearance and Conditional Answer”). The appearance was “made pursuant to S.C. Code §38-77-160 (1976, as amended),” South Carolina’s Underinsured Motorist (“UIM”) statute. The Notice of Appearance and Conditional Answer stated that, “upon settlement of the automobile liability insurer for the putative at-fault defendant with the plaintiff herein, this underinsured motorist carrier may join with the automobile liability insurer for the defendant in providing a defense.” As the UIM Carrier, 21st Century made it clear that it reserved the right to undertake representation of the named Defendant, Resort Services, “pursuant to the underinsured motorist statute should the carrier choose to exercise that option.” Furthermore, the UIM Carrier contested service¹ and reserved the right to file a full Answer if and when it assumed the defense of the case. (Appx. 32-33). At the time the UIM Carrier entered its

¹ Despite the reference to a “Conditional Answer” in the Notice of Appearance, Respondent is unaware of any evidence that Petitioner formally served the UIM Carrier with his Complaint. As noted, the UIM Carrier reserved the right to contest service.

Notice of Appearance and Conditional Answer, the only defendant in the case was Resort Services. (Appx. 13-16).

As the accident occurred on February 26, 2009, the applicable 3-year statute of limitations ran on February 26, 2012. *See* S.C. Code Ann. § 15-3-535 (three-year statute of limitations applies to personal injury claims).

After the statute of limitations had run, Petitioner filed a motion to amend his Complaint on March 12, 2012. (Appx. 47-48) (“Motion to Amend”). In his Motion to Amend, Petitioner asserted that, “[t]he grounds for the Motion are to join ‘John Doe’ *as a party defendant* pursuant to 38-77-180 and 38-77-150 of the Code of Laws of South Carolina *as an additional Defendant* for uninsured-motorist coverage.” (Appx. 47) (emphasis added). Nowhere in this Motion to Amend did Petitioner indicate he was attempting to substitute a party.

Over four months later, on August 2, 2012, Petitioner filed his Amended Complaint, (Appx. 17-22) (“Amended Complaint”), for the first time naming Defendant John Doe as an additional party. The Amended Complaint stated that the action was brought against John Doe pursuant to S.C. Code Ann. §§ 38-77-180 and 38-77-150, respectively, South Carolina’s John Doe and Uninsured Motorist (“UM”) statutes. (Appx. 20-22). Petitioner claimed bodily injury and damages to his automobile. However, the Uninsured Motorist Carrier (“UM Carrier”) was not served until January 31, 2014 (Appx. 155), a year and a half after the Amended Complaint first named John Doe as a party.

Despite the fact that both the Amended Complaint and service on the UM Carrier were untimely, the UM Carrier timely filed an Answer on behalf of John Doe, on

February 11, 2014, just 12 days after it was served with the Amended Complaint. (Appx. 27-31). The UM Carrier raised several affirmative defenses, including that Petitioner failed to state a claim upon which relief could be granted, failed to comply with the requirements of Sections 38-77-180, 38-77-170 and relevant case law, as well as that the claim is barred by the statute of limitations and failure to prosecute. (Appx. 29-30).

On February 12, 2014, John Doe moved to dismiss the claims against him based on the statute of limitations. (Appx. 49-50) (“Motion to Dismiss”). In a memorandum in support, John Doe argued that the Amended Complaint adding him as a Defendant was barred by the applicable statute of limitations. (Appx. 62-65).² Subsequently, on March 28, 2014, Petitioner moved for entry of default judgment against John Doe, (Appx. 42-43) (“Motion for Default”), which Respondent John Doe opposed. (Appx. 66-71).

The Circuit Court heard oral argument on April 8, 2014, (Appx. 78-87), and issued an Order granting Defendant John Doe’s Motion to Dismiss and denying Petitioner’s Motion for Default. (Appx. 4-10) (“Order”). The Circuit Court noted that Petitioner’s Amended Complaint did not attempt to substitute a party, which sometimes may be allowable under Rule 15, SCRPC, but, instead, attempted to add an entirely new party, John Doe, after the statute of limitations had run. As such, this case is controlled by Jackson v. Doe, 342 S.C. 552, 537 S.E.2d 567 (Ct. App. 2000), which held that Rule 15(c) applies to substitution of a party but not to the addition of a new party. The Circuit Court rejected Petitioner’s argument that 21st Century’s Notice of Appearance and Conditional Answer as UIM Carrier, prior to the filing of the Amended Complaint,

² John Doe also argued that, to the extent Petitioner argued that he is entitled to equitable tolling, based on the fact that Petitioner’s original counsel was suspended from the practice of law, that suspension occurred after the applicable statute of limitations had expired.

constituted an appearance on behalf of John Doe. The Circuit Court also denied Petitioner's Motion for Default based on Petitioner's failure to amend the Complaint to add John Doe within the statute of limitations, and lack of timely service on the UM Carrier. To hold otherwise would violate the UM Carrier's due process rights.

Following denial of a motion to alter or amend, Petitioner appealed to the Court of Appeals, which decided this matter without oral argument. The Court of Appeals upheld the Circuit Court's grant of John Doe's Motion to Dismiss, as well as the Circuit Court's denial of Petitioner's Motion for Default Judgment. Petitioner moved for rehearing, (Appx. 223-230), which the Court of Appeals denied. (Appx. 242).

STANDARD OF REVIEW

On appeal of a dismissal under Rule 12(b)(6), SCRCF, an appellate court applies the same standard as the trial court, which "requires the Court to construe the complaint in a light most favorable to the nonmovant and determine if the facts alleged and the inferences reasonably deducible from the pleadings would entitle the plaintiff to relief on any theory of the case." Ryde v. Morris, 381 S.C. 643, 646, 675 S.E.2d 431, 433 (2009). The ruling on a Rule 12(b)(6) motion to dismiss must be based solely upon the allegations set forth in the complaint. Clearwater Trust v. Bunting, 367 S.C. 340, 343, 626 S.E.2d 334, 335 (2006).

"A motion to vacate or set aside a default judgment is addressed to the sound discretion of the trial judge" and will not be disturbed absent an abuse of discretion. McCall v. IKON, 363 S.C. 646, 651, 611 S.E.2d 315, 317 (Ct. App. 2005). In other words, a "trial court's decision as to a default judgment will not be reversed absent an abuse of discretion, which occurs when the judgment is controlled by some error of law

or is without evidentiary support.” Mull v. Ridgeland Realty, LLC, 387 S.C. 479, 489, 693 S.E.2d 27, 32 (Ct. App. 2010).

ARGUMENT

Contrary to Petitioner’s assertions, the Court of Appeals did not overlook or misapprehend Petitioner’s argument that the central and driving issue in this case is “who is the real party in interest for John Doe for the purposes of an UM claim.” Petitioner raised this argument no fewer than six times in his Brief to the Court of Appeals, (Appx. 165-189, in particular 176, 177, 180, 188) and 13 times in his Petition for Rehearing. (Appx. 223-230, in particular 223, 224, 225, 228, 229). In denying Petitioner’s appeal, the Court of Appeals clearly rejected the circular and self-serving “who is the real party in interest” argument presented by Petitioner.

In his attempt to convince this Court to reverse the Court of Appeals, Petitioner sets up various circular and conflated arguments that completely ignore the key facts that: 1) his Amended Complaint attempting to add John Doe as a defendant was filed after the statute of limitations had run, and 2) he failed to serve the UM Carrier with the claim against John Doe until January 31, 2014. Apparently, Petitioner hopes this Court will accept his contorted logic and not examine the facts and law that support the Court of Appeals Opinion and the Circuit Court Order. Instead of acknowledging his statute of limitations problem, Petitioner attempts to distract this Court by asking it to examine, “who is the real party in interest for John Doe ...” Petitioner also asks this Court to accept that alleged awareness of an inchoate potential claim equates to proper legal service on a UM Carrier, despite the mandatory requirements of Sections 38-77-150 and

15-9-270. S.C. Code Ann. §§ 38-77-150 & 15-9-270. All of Petitioner's arguments should be rejected and his Petition denied.

I. The Court of Appeals properly upheld the grant of Respondent John Doe's Motion to Dismiss.

Petitioner's attempt to reframe the question as "who is the real party in interest," is nothing more than an effort to divert attention from the fact that he failed to amend his complaint to add John Doe within the applicable statute of limitations. In fact, Petitioner first endeavored to side-step his limitations problem by arguing that the addition of John Doe should relate back to his original Complaint. (Appx. 75 (Petitioner's proposed order denying John Doe's Motion to Dismiss, arguing that the "amendment adding Doe relates back to the date of the original filing"³)). However, the Circuit Court correctly held that Petitioner was attempting to add a party, not substitute one party for another and that this case is controlled by Jackson.

Petitioner's attempts to distinguish Jackson are ineffectual and should be rejected. The determinative facts in this case and Jackson are similar. There, the UM Carrier appeared and argued that the identity of the driver of the vehicle that caused Jackson's injuries was known, evidencing awareness of the existence of the defendant's true identity. 342 S.C. at 554, 537 S.E.2d at 568. There, as is the case here, both the named party (John Doe there/Resort Services here) and the later named defendant (Milligan there/John Doe here) were insured by the same automobile insurer. 342 S.C. at 559 n.4, 537 S.E.2d at 571 n.4. The fact that, in Jackson, John Doe was named within the limitations period and the individual defendant was added after the limitations period had run does not distinguish that case from the instant case in any meaningful way. Instead,

³ This proposed order was not adopted by the Circuit Court.

the point of Jackson that is directly applicable to this case is that Rule 15(c), SCRPC, does not allow a plaintiff to add an entirely new party after the statute of limitations has run and have those claims relate back to the original complaint. 342 S.C. at 558, 537 S.E.2d at 570. This is true even when the interests of the two named defendants are represented by the same insurer. The Court of Appeals did not overlook but, instead correctly rejected Petitioner's argument that Jackson is inapplicable to these facts.

Petitioner then attempted to ameliorate his failure to timely add and serve John Doe and the UM Carrier by characterizing 21st Century Insurance Company as the true "party in interest," pointing to 21st Century's limited appearance as a potential UIM Carrier based on the only named defendant at the time, Resort Services, in an effort to portray this as a claim that relates back to his original Complaint. Under Petitioner's theory, once 21st Century participated in any manner in this proceeding as a UIM Carrier, it was a party/defendant in this case for all purposes. Petitioner is wrong.

As the Court of Appeals recognized, UM and UIM insurance are fundamentally different. See Nationwide Mut. Ins. Co. v. Erwood, 373 S.C. 88, 91, 644 S.E.2d 62, 63 (2007) (UM coverage is mandatory, whereas UIM coverage is entirely voluntary). In fact, one of the key reasons why Petitioner's "true party in interest" argument fails is that UIM and UM coverages attach based on the identity of two entirely different named defendants in a case – the first a known but underinsured defendant, and the second either a known but uninsured or unknown and, by default, uninsured defendant. The coverages attach at different levels of liability – UIM attaches once the limits of the underinsured defendant's carrier have been exhausted; UM attaches at dollar one for the uninsured defendant. Because the interests of the UIM Carrier and the UM Carrier attach based on

the nature and facts surrounding two different defendants with potentially and very likely opposing interests, they cannot be represented by the same attorney. For example, with regard to causation in the underlying action, the UIM Carrier likely would argue that the driver was John Doe, whereas the UM Carrier likely would argue the driver was a Resort Services employee. For this reason, the limited participation of the UIM Carrier⁴ did not and could not constitute service on the UM Carrier of the claims against John Doe. Furthermore, for this reason, the limited participation of 21st Century based on Resort Services being a defendant does not, as Petitioner suggests, constitute any existing party acting on John Doe's or the UM Carrier's behalf.

It is the law of South Carolina that, where there is a single tortfeasor, UM and UIM coverages are mutually exclusive. Fireman's Ins. Co. of Newark, N.J. v. State Farm Mut. Auto. Ins. Co., 294 S.C. 538, 542-543, 370 S.E.2d 85, 87-88 (1988); *see also* State Farm Mut. Auto. Ins. Co. v. James, 337 S.C. 86, 95, 522 S.E.2d 345, 349-350 (Ct. App. 1999). Regardless of whether the Circuit Court relied on the mutually exclusive nature of UM and UIM coverage as a basis for its ruling, this Court can affirm a lower court on any basis that is found in and supported by the record. *See* Wright v. Bi-Lo, Inc., 314 S.C. 152, 150, 442 S.E.2d 186, 191 (Ct. App. 1994) (an appellate court may affirm on any ground appearing in the record); Rule 220(c), SCACR (same).

A defendant is either uninsured or underinsured but cannot be both for purposes of recovery under Sections 38-77-150 or 38-77-160.⁵ There have been no allegations and

⁴ The UIM Carrier's limited appearance and participation in this case was specifically "pursuant to S.C. Code §38-77-160," (Appx. 33, 52), which is the UIM provision.

⁵ Petitioner acknowledges that the *only* time UM and UIM coverage would *not* be mutually exclusive is where there are multiple tortfeasors, "one at-fault motorist being

is no evidence that more than one tortfeasor caused Petitioner's injuries. Thus, the point that, under the facts of this case, UM and UIM coverages are mutually exclusive affirms that 21st Century's limited appearance pursuant to the UIM provisions of Section 38-77-160 did not somehow covert it into either another named defendant or constitute service on either John Doe or the UM Carrier. Nor did it serve to toll the statute of limitations on Petitioner's claim against John Doe. See Holmes v. Haynsworth, Sinkler & Boyd, P.A., 408 S.C. 620, 634, 760 S.E.2d 399, 406 (2014) (finding claims filed after the statute of limitations ran were barred and explaining "[w]e have never tolled the statute of limitations by the date on which a party subjects himself to the personal jurisdiction of the court, and we decline to do so here").

In short, Resort Services and John Doe are two different defendants and each triggers different, mutually exclusive coverages under Petitioner's own automobile policy. Petitioner's automobile insurance carrier, 21st Century, is not and has never been named a defendant in this action, although it potentially could be called on to pay claims under certain circumstances.

Here, Petitioner's original Complaint named one defendant, Resort Services, and alleged claims only against that entity. Mere knowledge of a pending lawsuit against one defendant does not constitute legal notice or service of an actual claim against a different defendant. As is discussed in more detail below, Petitioner continually fails to acknowledge that, to the extent he is seeking to recover from the UM Carrier on the basis of the alleged actions of John Doe, Petitioner had to comply with the notice provisions of S.C. Code Ann. § 38-77-150(B).

underinsured and the other at-fault motorist being uninsured or unknown." (Pet. p. 7, n.2).

At the time 21st Century filed its limited appearance, Resort Services was the only named defendant in this case. (Appx. 32-33). Therefore, at the time the statute of limitations ran, there was only one named defendant and that entity had automobile insurance, thus precluding any possibility of UM coverage. Service on the UIM Carrier is not the same as service on the UM Carrier, each representing interests arising out of two different defendants whose interests are at odds with each other.

At the end of the day, Petitioner is the architect of his own predicament. All he had to have done, in order to preserve the claims he now asserts, was to have amended his Complaint before the statute of limitations ran to add John Doe pursuant to Section 38-77-180, and to timely serve notice on the UM Carrier pursuant to Section 38-77-150. Having failed to do so, Petitioner's entire argument is nothing more than an unsuccessful attempt to circumvent the operation of the applicable statute of limitations and statutory requirements for serving UM Carriers.

II. The Court of Appeals properly upheld the denial of Petitioner's Motion for a Default Judgment.

The Circuit Court properly denied Petitioner's Motion for Default because, at the time Petitioner filed his Amended Complaint in which he named John Doe as a defendant for the first time, the statute of limitations had run. Therefore, any default judgment Petitioner might have obtained would have been void as a matter of law. Courts are not required to perform meaningless functions. *See Miller v. State*, 269 S.C. 113, 115, 236 S.E.2d 422, 423 (1977).

Petitioner criticizes the Court of Appeal's citation of various statutory provisions in support of the Circuit Court's ruling, asserting that they actually support his position. What he fails to address is that, regardless of whether he "served" John Doe by delivering

a copy of his Amended Complaint with the clerk of court, Section 38-77-150(B) explicitly provides that:

No action may be brought under the uninsured motorist provision unless copies of the pleadings ... are served in the manner provided by law upon the insurer writing the uninsured motorist provision. The insurer has the right to appear and defend in the name of the uninsured motorist in any action which may affect its liability and has thirty days after service of process on it in which to appear.

S.C. Code Ann. § 38-77-150(B). Nothing in Section 38-77-150(B) provides that service on a John Doe by way of the clerk of court suffices as service on the UM Carrier. In addition, contrary to his suggestion otherwise, there is no authority for Petitioner's position that service on an insurer pursuant to Section 15-9-270 for one claim based on one defendant constitutes service on the company for purposes of a claim against an entirely different defendant. Simply put, and setting aside his statute of limitations problems, if Petitioner wanted to recover from the UM Carrier, as opposed to John Doe himself, Petitioner was required to serve the UM Carrier with the Amended Complaint. That is what S.C. Code Ann. § 38-77-150(B) plainly and unambiguously requires. While service on the clerk of court may have been sufficient for perfecting service on John Doe, it was not sufficient to serve the UM Carrier. Once it was properly served, the UM Carrier served its Answer within the 30 days required under Rule 12(a), SCRPC. (Appx. 27-31).

The "John Doe" provisions support Respondent's position. Section 38-77-180 provides, in pertinent part, that "the insurer has the right to defend in the name of John Doe." S.C. Code Ann. § 38-77-180. Section 38-77-150(B) also provides the UM Carrier with "the right to appear and defend in the name of the uninsured motorist in any action which may affect its liability ...". S.C. Code Ann. § 38-77-150(B). How can a UM

insurer possibly exercise its right to defend a John Doe claim unless it is properly served? This is not a case where Petitioner only learned of the existence of a John Doe after the statute of limitations had run. Nor is this a case where the identity of the UM Carrier was a mystery to Petitioner. There were no obstacles to him timely naming John Doe and timely serving the UM Carrier with notice of that claim. He simply waited too long – slept on his rights, City of North Myrtle Beach v. Lewis-Davis, 360 S.C. 225, 231-232, 599 S.E.2d 462, 465 (Ct. App. 2004) – and now concocts an elaborate Catch-22 “who is the real party in interest” argument in the hope of avoiding the consequences of his own delay.

Petitioner asserts that he properly served 21st Century in early 2011 for purposes of the UIM claim. (Pet. p. 9). However, as noted above, Petitioner fails to acknowledge that, in its Notice of Appearance and Conditional Answer, the UIM Carrier contested that it had been properly served,⁶ and reserved the right to file a full Answer if and when it assumed the defense of the case. (Appx. 32-33).

In reality, Petitioner is asking this Court to sanction a series of steps by which a plaintiff, after the statute of limitations has run, files an amended complaint naming for the first time a John Doe, “serves” John Doe by filing a copy of the amended complaint with the clerk of court, waits until John Doe’s 30 days to file an answer has run (and, in this case, substantially longer) before serving the UM Carrier, and then moves for a

⁶ Petitioner has never produced any evidence that he properly served 21st Century with his Complaint. There certainly is no evidence of proper service in this Record. The appellant bears the burden of producing a sufficient record on appeal. *E.g.*, Helms Realty, Inc. v. Gibson-Wall Co., 363 S.C. 334, 339, 611 S.E.2d 485, 487-488 (2005).

default judgment,⁷ effectively denying the UM Carrier proper notice and any chance to answer and/or defend itself. This result, in which judgment is rendered against a party without notice and an opportunity to appear, would violate the basic guarantees of due process. *See, e.g., Tobias v. Rice*, 386 S.C. 306, 311, 688 S.E.2d 552, 554 (2010) (“procedural due process requires (1) adequate notice; (2) adequate opportunity for a hearing; (3) the right to introduce evidence; and (4) the right to confront and cross-examine witnesses”).

III. There is no merit to Petitioner’s “who is the real party in interest” argument.

As explained above, Petitioner has tried to create an issue out of circular reasoning in order to obfuscate the fact that he failed to add John Doe within the applicable statute of limitations. The issue on appeal here is not “who is the real party in interest,” John Doe or the UM Carrier. Rather, the issues are:

- whether Petitioner was attempting, after the statute of limitations had run, to add a new claim against an existing party or substitute a party for an existing party, or, as the Circuit Court held and the Court of Appeals properly affirmed, to add an entirely new party; and
- whether the denial of Petitioner’s Motion for Default was proper where the Amended Complaint first naming John Doe was filed after the statute of limitations had run, Petitioner failed to properly serve 21st Century as the UM carrier for a year and a half after the Amended Complaint was

⁷ Petitioner completely fails to address the fact that his Motion for Default was filed a full year and a half after John Doe’s answer was due. *See Harvey v. United States*, 685 F.3d 939 (10th Cir. 2012) (upholding denial of default judgment motion in part because the movant forfeited his default judgment argument by waiting for two and a half years to file his motion).

filed and, once served, 21st Century as the UM carrier filed a timely Answer?

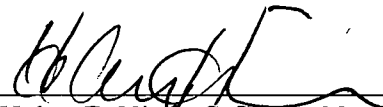
Petitioner asserts that “the real party in interest is 21st Century.” (Pet. p. 4, n.1) (Appx. 176, 224 n.1, 229). However, 21st Century has never been named a party, and appeared on a limited basis only in order to defend its position as Petitioner’s UIM Carrier in case the only party named within the applicable limitations period – Resort Services – was found to have insufficient insurance coverage. Even if he was not faced with a statute of limitations problem, the only way Petitioner could have recovered from 21st Century as a UM Carrier based on John Doe being the tortfeasor was to have complied with the service provision of Section 38-77-150(B), which he failed to do for a year and a half after filing his Amended Complaint, which was filed after the statute of limitations had run. His attempt to frame a question of “exceptional importance” is nothing more than an attempt to hide the fact that he failed to name John Doe within the statute of limitations and failed to comply with Section 38-77-150(B).

CONCLUSION

For all the reasons set forth herein and in the Final Brief of Respondent John Doe, (Appx.191-218), this Court should deny Petitioner’s Petition for Writ of Certiorari.

Respectfully submitted,
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September 27, 2016



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APPEAL FROM BEAUFORT COUNTY
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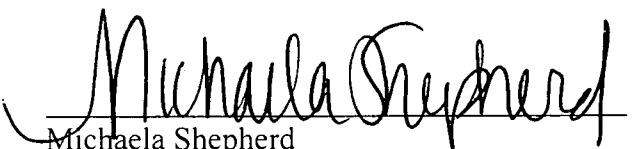
PROOF OF SERVICE

I certify that I have served Respondent John Doe's Return in Opposition to Petition for Writ of Certiorari on Arthur Washington, by depositing a copy of it in the United States Mail, postage prepaid, on the 27th day of September, 2016, addressed to his attorney and to other counsel of record as follows:

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