

RECEIVED

OCT 24 2016

S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

---

CERTIFIED QUESTIONS FROM THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
Beaufort Division

Patrick Michael Duffy, United States District Judge

---

Appellate Case No. 2016-001766

---

Paul Chenard and Rebecca Chenard, Plaintiffs,

v.

Hilton Head Island Development Company, LLC d/b/a Coral Resorts and Sunrise Vacation Properties, Ltd. d/b/a Coral Resorts, Defendants.

James Nichols and Irene Nichols, Plaintiffs,

v.

Hilton Head Island Development Company, LLC, Sunrise Vacation Properties, Ltd., Sherri J. Smith, Patrick Budnik, and Robert Lauderman d/b/a Coral Resorts, Defendants.

Linda Renchkovsky, Plaintiff,

v.

Coral Resorts, LLC, and Sunrise Vacation Properties, Ltd. d/b/a Coral Resorts, Defendants.

Robert Curry, Jr. and Monica R. Curry, Plaintiffs,

v.

Hilton Head Island Development Company, LLC d/b/a Coral Resorts and Sunrise Vacation Properties, Ltd. d/b/a Coral Resorts, Defendants.

Charles Olenick and Karen Maniscalco, Plaintiffs,

v.

Coral Resorts, LLC and Sunrise Vacation Properties, Ltd. d/b/a Coral Resorts, Defendants.

Phillip Ross and Kimberly Ross, Plaintiffs,

v.

Hilton Head Island Development Company, LLC, Sunrise Vacation Properties, Ltd., Sherri J. Smith, David Watson, and Sheldon Stanhope, Defendants.

---

**PLAINTIFFS' BRIEF**

---

Joseph DuBois, SC Bar # 71192  
Zach S. Naert, SC Bar # 78163  
Naert & DuBois, LLC  
22 New Orleans Road, Suite 1  
Post Office Box 7228 (29938)  
Hilton Head Island, SC 29928  
Tel: (843) 686-550  
Fax: (843) 686-5501  
joe@lowcountrylegal.com  
zach@lowcountrylegal.com  
*Attorneys for Plaintiffs*

**TABLE OF CONTENTS**

Table of Authorities.....ii

Statement of Issues Presented for Review.....1

Statement of the Case.....1

Arguments.....3

    1.    The South Carolina Real Estate Commission (the “Commission”) does not have exclusive jurisdiction to determine whether a violation of the South Carolina Vacation Time Sharing Plans Act, S.C. Code Ann. §§ 27-32-10, *et seq.*, (the “Timeshare Act”) has occurred insofar as South Carolina law explicitly provides for a timeshare purchaser's right to bring a private action as to same.....3

    2.    The Commission's determination of a violation of the Act is not a condition precedent to a purchaser bringing a private action to enforce the provisions of the Timeshare Act insofar as South Carolina law explicitly provides that a timeshare purchaser's right to bring a private action claiming Timeshare Act violations is unqualified.....6

    3.    The Commission's determinations as to whether the Timeshare Act was violated are not binding on courts of the Judicial Branch insofar as Plaintiffs were not parties to any Commission proceedings .....8

Conclusion.....10

**TABLE OF AUTHORITIES**

**Constitutions**

S.C. CONST. art I, 22 ..... 8

S.C. CONST. art V, 11 .....3

**Statutes**

S.C. Code §§ 27-32-10, *et seq.* ..... 1

S.C. Code § 27-32-130 .....2, 5, 6, 7, 9

S.C. Code § 27-32-405 ..... 4

S.C. Code § 27-32-110 ..... 4

S.C. Code § 1-23-380 ..... 9

S.C. Code §§ 39-5-10, *et seq.*..... 2

S.C. Code §§ 44-7-100, *et seq.* .....3, 4

**Cases**

*Brown v. Bi-Lo, Inc.*, 354 S.C. 436, 581 S.E.2d 836 (2003).....3, 4, 5

*Charleston County Sch. Dist. v. State Budget and Control Bd.*, 313 S.C. 1,  
437 S.E.2d 6 (1993).....3

*Citizens' Bank v. Heyward*, 135 S.C. 190, 133 S.E. 709 (1925) .....3

*Dema v. Tenet Physician Services-Hilton Head, Inc.*, 383 S.C. 115, 678 S.E.2d 430  
(2009)..... 3

*Drury Dev. Corp. v. Foundation Ins. Co.*, 380 S.C. 97, 668 S.E.2d 798 (2008) ..... 3

*Georgia-Carolina Bail v. County of Aiken*, 354 S.C. 18, 579 S.E.2d 334 (S.C. App. 2003)  
..... 7, 9

*Kiawah Development Partners v. S.C. Dep't of Health & Envtl. Control*, 411 S.C. 16,  
766 S.E.2d 707 (2014) ..... 9

<i>Peagler v. USAA Ins. Co.</i> , 368 S.C. 153, 268 S.E.2d 475 (2006) .....	3
<i>Pennoyer v. Neff</i> , 95 U.S. (5 Otto) 714 (1878) .....	8
<i>State v. Broad River Power Co.</i> , 177 S.C. 240, 181 S.E. 41 (1935) .....	4
<i>Taghivand v. Rite Aid Corp.</i> , 411 S.C. 240, 768 S.E.2d 385 (2015) .....	4
<i>Tench v. S.C. Dep't of Labor, Licensing &amp; Regulation</i> , No. 1998-ALJ-11-0041-IJ, 1998 WL 320770 (S.C. A.L.C., 1998) .....	5, 7, 9
<i>Unisys Corp. v. South Carolina Budget and Control Bd. Div. of Gen. Servs. Info. Mgmt. Office</i> , 346 S.C 158, 175, 551 S.E.2d 263, 273 (2001).....	3
<i>Whitworth v. Fast Fare Markets of South Carolina, Inc.</i> , 289 S.C. 418, 338 S.E.2d 155 (1985) .....	6
<i>Wigfall v. Tideland Utilities, Inc.</i> , 354 S.C. 100, 580 S.E.2d 100 (2003) .....	4

## STATEMENT OF ISSUES PRESENTED FOR REVIEW

1. Does the South Carolina Real Estate Commission (the "Commission") have exclusive jurisdiction to determine whether a violation of the South Carolina Vacation Time Sharing Plans Act, S.C. Code Ann. §§ 27-32-10, *et seq.* (the "Timeshare Act"), has occurred?
2. Is the Commission's determination of a violation of the Timeshare Act a condition precedent to a purchaser bringing a private cause of action to enforce the provisions of the Timeshare Act?
3. Are the Commission's determinations as to whether the Timeshare Act was violated binding on courts of the Judicial Branch?

## STATEMENT OF THE CASE

This matter comes before the Court upon its Order agreeing to answer certified questions posed by the District Court of South Carolina.

Plaintiffs attended timeshare sales presentations in Hilton Head Island, South Carolina, offered by Defendants, a group of related timeshare development and sales companies and individuals. Following the sales presentations, Plaintiffs entered into contracts with Defendants for the purchases of timeshare interests.

Plaintiffs thereafter brought six separate lawsuits, both individually and as class actions, against Defendants in the United States District Court for the District of South Carolina.<sup>1,2</sup> Plaintiffs generally allege that (1) the registration for the relevant vacation time sharing ownership plan(s) lapsed, expired, or became unregistered when Plaintiffs purchased their interests, (2) that the time sharing plan documents utilized in Plaintiffs' transactions

---

<sup>1</sup> *Chenard* was filed on 8/19/14, *Nichols* was filed on 10/1/14, *Renckovsky* was filed on 11/22/14, *Curry* was filed on 2/4/15, *Olenick* was filed on 2/11/15, and *Ross* was filed on 6/16/15 (as a class action).

<sup>2</sup> Another group of Defendants' timeshare purchasers brought similar lawsuits (the "State Court cases") against Defendants in South Carolina's Court of Common Pleas and

were deficient under the Timeshare Act and/or were not approved by the Commission, (3) that Defendants failed to maintain certain information in their business records as required by the Timeshare Act, (4) that certain representations allegedly made during Plaintiffs' timeshare sales transactions ran afoul of the Timeshare Act, and (5) that there were certain issues with the closings for the timeshare interests. Plaintiffs ultimately seek to void their purchases pursuant to the Timeshare Act.

Plaintiffs assert various statutory and common law causes of action arising from their timeshare purchase transactions, including causes of action for (1) fraud/intentional misrepresentation, (2) violation of the Timeshare Act, (3) violation of the South Carolina Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10, *et seq.*, (4) negligent misrepresentation, (5) breach of fiduciary duty, (6) declaratory judgment, (7) negligent hiring, (8) negligent training, (9) negligent supervision, and (10) negligent retention.

In response, Defendants filed Motions to Dismiss asserting, *inter alia*, that the District Court lacks subject matter jurisdiction over Plaintiffs' Timeshare Act claims insofar as the Commission maintains exclusive jurisdiction over alleged violations of the Timeshare Act.

Although the District Court was not fully convinced by Defendants' assertions regarding subject matter jurisdiction in light of the plain language of the applicable provision of the Timeshare Act, S.C. Code § 27-32-130, insofar as the District Court sought to avoid potential inconsistency with the related State Court cases, and in the interest of judicial economy, the District Court issued the Order for Certification, which this Court has now

---

Magistrates Court. These State Court cases are presently consolidated and assigned exclusively to the Honorable J. Derham Cole by Order of the South Carolina Supreme Court.

agreed to answer.

## ARGUMENTS

“In answering a certified question raising a novel question of law, this Court is free to decide the question based on its assessment of which answer and reasoning would best comport with the law and public policies of the state as well as the Court’s sense of law, justice, and right.” *Drury Dev. Corp. v. Foundation Ins. Co.*, 380 S.C. 97, 668 S.E.2d 798, 800 (2008) (citing *Peagler v. USAA Ins. Co.*, 368 S.C. 153, 157, 268 S.E.2d 475, 477 (2006)).

I. THE COMMISSION DOES NOT HAVE EXCLUSIVE JURISDICTION TO DETERMINE WHETHER A VIOLATION OF THE TIMESHARE ACT HAS OCCURRED INSOFAR AS SOUTH CAROLINA LAW EXPRESSLY PROVIDES FOR A TIMESHARE PURCHASER'S RIGHT TO BRING A PRIVATE ACTION AS TO SAME

Does the Commission have exclusive jurisdiction to determine whether a violation of the Timeshare Act has occurred? No, South Carolina trial courts have general original jurisdiction in civil cases. *See Dema v. Tenet Physician Services-Hilton Head, Inc.*, 383 S.C. 115, 678 S.E.2d 430 (2009). “The Circuit Court shall be a general trial court with original jurisdiction in civil and criminal cases, except those cases in which exclusive jurisdiction shall be given to inferior courts . . . .” S.C. CONST. art V, 11.

“In determining whether the Legislature has given another entity exclusive jurisdiction over a case, a court must look to the relevant statute.” *Dema*, 383 S.C. at 115, 678 S.E.2d at 433. (citing *Unisys Corp. v. South Carolina Budget and Control Bd. Div. of Gen. Servs. Info. Mgmt. Office*, 346 S.C. 158, 175, 551 S.E.2d 263, 273 (2001)). “The cardinal rule of statutory construction is to ascertain and give effect to the intent of the legislature.” *Brown v. Bi-Lo, Inc.*, 354 S.C. 436, 439, 581 S.E.2d 836 (2003) (citing

*Charleston County Sch. Dist. v. State Budget and Control Bd.*, 313 S.C. 1, 437 S.E.2d 6 (1993)). See *Wigfall v. Tidelands Utilities, Inc.*, 354 S.C. 100, 580 S.E.2d 100, 110 (2003) (“[L]egislative intent is the paramount concern when interpreting a statute.”). “It is not for the court to say whether the Legislature has made a good bargain or a bad bargain.” *State v. Broad River Power Co.*, 177 S.C. 240, 181 S.E. 41, 54 (1935).

"The primary source of the declaration of the public policy of the state is the General Assembly; the courts assume [the task of deciding what constitutes public policy] only in the absence of legislative declaration." *Taghivand v. Rite Aid Corp.*, 411 S.C. 240, 768 S.E.2d 385, 387 (2015) (citing *Citizens' Bank v. Heyward*, 135 S.C. 190, 204, 133 S.E. 709, 713 (1925)). The Timeshare Act is largely a "creature of statute." S.C. Code § 27-32-405 states:

**[t]he General Assembly declares that the purposes of this article are to recognize that . . . the purchaser of an interest in a vacation time sharing plan in this State is afforded significant and unique consumer protections not available to purchasers of other forms of real property.**

S.C. Code § 27-32-405 (emphasis added). “As such, [the Court is] bound to strictly construe the terms of the statute and to rely on the General Assembly to amend the statute where necessary.” *Bi-Lo, Inc.* 354 S.C. at 441, 581 S.E.2d at 836.

So important are the "significant and unique" rights afforded to timeshare purchasers in the Timeshare Act that the Legislature declared them to be inalienable. S.C. Code § 27-32-110, entitled “*Prohibited practices*,” states: “It is a violation of this chapter for a seller of vacation time sharing plans to . . . include in a contract a provision purporting to waive a right or benefit provided for purchasers pursuant to this chapter, or seek or solicit such a waiver during the effective period of these rules. . . .” S.C. Code § 27-32-110.

If a statute's language is plain, unambiguous, and conveys a clear meaning "the rules

of statutory interpretation are not needed and the court has no right to impose another meaning." *Bi-Lo, Inc.* 354 S.C. at 439, 581 S.E.2d 836. Here, the public policy is plainly and unambiguously codified in S.C. Code § 27-32-130 of the Timeshare Act:

**The Real Estate Commission is responsible for the enforcement and implementation of this chapter and the Department of Labor, Licensing and Regulation, at the request of the Real Estate Commission, shall prosecute a violation under this chapter.** The Commission shall promulgate regulations for the implementation of this chapter, subject to the State Administrative Procedures Act. **The provisions of this section do not limit the right of a purchaser or lessee to bring a private action to enforce the provisions of this chapter.**

S.C. Code § 27-32-130 (emphasis added). Despite granting the Commission the responsibility to enforce and implement the Timeshare Act and to request prosecution for violations of the same, the Legislature's plain and unambiguous language clearly intends to grant timeshare purchasers an unqualified private right of action to enforce the provisions of the Timeshare Act irrespective of the Commission. *See Id.*

In *Tench v. S.C. Dep't of Labor, Licensing, and Regulation*, No. 98-ALJ-11-0041-JJ, 1998 WL 320770 (S.C. A.L.C. May 27, 1998), the Administrative Law Court reviewed S.C. Code § 27-32-130 of the Timeshare Act and confirmed that "[m]atters relating to alleged violations of the South Carolina Vacation Time Sharing Plans Act and any investigations conducted by the Commission pursuant to that act . . . are specifically reserved to the jurisdiction of the Circuit Court." *Tench* at \*1 (emphasis added). The Legislature did not give exclusive jurisdiction to the Commission as argued by Defendants; in stark juxtaposition, the Legislature specifically reserved jurisdiction to the Court and granted timeshare purchasers a private right of action.

II. THE COMMISSION'S DETERMINATION OF A VIOLATION OF THE TIMESHARE ACT IS NOT A CONDITION PRECEDENT TO A PURCHASER BRINGING A PRIVATE ACTION TO ENFORCE THE PROVISIONS OF THE TIMESHARE ACT INsofar AS THE TIMESHARE ACT EXPLICITLY PROVIDES THAT A TIMESHARE PURCHASER'S RIGHT TO BRING A PRIVATE ACTION FOR TIMESHARE ACT VIOLATIONS IS UNQUALIFIED

Is the Commission's determination of a violation of the Timeshare Act a condition precedent to a purchaser bringing a private cause of action to enforce the provisions of the Timeshare Act? No, the Commission's responsibility to enforce and implement the Timeshare Act and to request prosecution for violations of the same does not create a condition precedent, limit, or qualify a timeshare purchaser's private right of action to enforce the provisions of the Timeshare Act. *See* S.C. Code § 27-32-130.

"The legislative intent to grant or withhold a private right of action for the violation of a statute, or the failure to perform a statutory duty, is determined primarily from the form or language of the statute." *Whitworth v. Fast Fare Markets of South Carolina, Inc.*, 289 S.C. 418, 338 S.E.2d 155 (1985). The statute conferring an unqualified private right of action for violations of the Timeshare Act upon timeshare purchasers is S.C. Code § 27-32-130, *enforcement and implementation of chapter; regulations*; which provides:

**The Real Estate Commission is responsible for the enforcement and implementation of this chapter and the Department of Labor, Licensing and Regulation, at the request of the Real Estate Commission, shall prosecute a violation under this chapter. The Commission shall promulgate regulations for the implementation of this chapter, subject to the State Administrative Procedures Act. The provisions of this section do not limit the right of a purchaser or lessee to bring a private action to enforce the provisions of this chapter.**

S.C. Code § 27-32-130 (emphasis added). In order to avoid duplicating large portions of the brief hereinabove, please see the law and arguments hereinabove describing legislative

intent, plain language, statutory construction, and the Courts' interpretations of the same language to date.

The Legislature very particularly granted the Commission certain responsibilities for the enforcement and implementation of the Timeshare Act and then immediately clarified, as if anticipating Defendants' very arguments today, that the same "**do[es] not limit** the right of a purchaser or lessee to bring a private action to enforce the provisions of this chapter." S.C. Code § 27-32-130 (emphasis added). Defendants argue that the statute should be understood to mean the very opposite of what it says, such that "does not limit" should be interpreted as "does limit," turning the English language on its head.

Further, the Timeshare Act does not state any condition precedent to bringing the private action, although certainly the Legislature could have included same. *See Georgia-Carolina Bail*, 354 S.C. 18, 579 S.E.2d 334 ("If the legislature had intended for the [bail bondsmen] fee to be \$150 for each license, the legislature could have articulated this requisite with exactitude.").

In *Tench*, the Commission investigated and determined that there were no violations, and the Court confirmed that despite the same the timeshare purchaser could still "pursue a civil action against those persons or entities whom he feels have wronged him. Such civil action is specifically authorized by the South Carolina Vacation Time Sharing Plans Act at S.C. Code Ann. § 27-32-130." *Tench* at \*1-\*3. Thus, not only is there no condition precedent, but the private right of action exists not only in the absence of any preceding finding of a violation by the Commission, but also when the Commission has investigated and affirmatively finds no violation.

The Legislature did not create any conditions precedent to Plaintiffs bringing a

private cause of action to enforce the provisions of the Timeshare Act. Contrarily, the Legislature specifically reserved jurisdiction to the Court and expressly granted timeshare purchasers an unambiguous, unqualified, significant, unique, and inalienable private right of action irrespective of the Commission.

III. THE COMMISSION'S DETERMINATIONS AS TO WHETHER THE TIMESHARE ACT WAS VIOLATED ARE NOT BINDING ON COURTS OF THE JUDICIAL BRANCH INsofar AS PLAINTIFFS WERE NOT PARTIES TO ANY ADMINISTRATIVE PROCEEDINGS

Are the Commission's determinations as to whether the Timeshare Act was violated binding on courts of the Judicial Branch? No, as such would be in violation of the United States Constitution, in violation of the South Carolina Constitution, and contrary to all notions of fairness and justice under the law.

A fundamental constitutional principle is that one cannot be bound by a judgment in litigation which he is not designated as a party or been made a party by service of process. *Pennoyer v. Neff*, 95 U.S. (5 Otto) 714 (1878). "No person shall be finally bound by a judicial or quasi-judicial decision of an administrative agency affecting private rights except on due notice and an opportunity to be heard . . . and he shall have in all such instances the right to judicial review." S.C. CONST. art. I, 22.

The Commission does not have jurisdiction over Plaintiffs' claims for Timeshare Act violations. *See Tench, supra*. Moreover, Plaintiffs have not been parties to any proceedings or Orders of the Commission, and, thus, Plaintiffs cannot be bound by any Orders of the Commission. *See Pennoyer, supra*. Even if the Commission had jurisdiction to make Plaintiffs parties to any hearing or Order, the Commission has not done so. Furthermore, even if the Commission found no violations, Plaintiffs would still have the right to bring a

private action for Timeshare Act violations. *See Tench, supra.*

Further, if Plaintiffs had been subject to the Commission's jurisdiction, been properly made parties and served, and the Commission found no violations, Plaintiffs would still have been entitled to judicial review if the Commission ruled (a) in violation of constitutional or statutory provisions, (b) in excess of the statutory authority of the agency, (c) based upon unlawful procedure, (d) affected by an error of law, (e) in clearly erroneous view of the reliable, probative, and substantial evidence on the whole record, or (f) arbitrarily or capriciously or characterized by abuse of discretion or clearly unwarranted exercise of discretion. *See* S.C. Code § 1-23-380.

To bind the Court and the Plaintiffs with same is inconsistent with both the Legislature's intent, as set forth in S.C. Code § 27-32-130, and the scope of review for direct appeals of agency actions set forth in S.C. Code § 1-23-380 as set forth herein above. *See Kiawah Development Partners v. S.C. Dep't of Health & Envtl. Control*, 766 S.E.2d 707, 714 (2014) ("[t]he Court may reverse the decision of the [administrative agency] where it is in violation of a statutory provision or it is affected by an error of law"). *See also Georgia-Carolina Bail*, 354 S.C. 18, 26, 579 S.E.2d 334 ("Although not binding or controlling, this court gives deference to the opinion of a state agency charged with the duty and responsibility of enforcing a state statute.").

Insofar as timeshare purchasers have a statutory private right of action to enforce the provisions of the Timeshare Act, to bind the Court with Commission determinations in such private actions, irrespective of the soundness or propriety of any such determinations, would be illogical, and would further deprive South Carolina timeshare purchasers with the express statutory private rights of action in the Timeshare Act. Thus, South Carolina law plainly

provides for judicial review of Commission determinations, and necessarily in reviewing such determinations the Court is not bound by same.

#### CONCLUSION

Plaintiffs respectfully submit that denial of Plaintiffs' express, unambiguous, unqualified, significant, unique, and inalienable statutory right to have their Timeshare Act claims adjudicated by the Court would be contrary to the express intent of the Legislature, the public policy of South Carolina, the South Carolina Constitution, the United States Constitution, and all notions of fairness and justice under the law. For all of these reasons, the Court should answer all three certified questions in the negative.

Respectfully submitted,



Joseph Dubois, SC Bar # 71192  
Zach S. Naert, SC Bar # 78163  
Naert & DuBois, LLC  
22 New Orleans Road, Suite 1  
Post Office Box 7228 (29938)  
Hilton Head Island, SC 29928  
Tel: (843) 686-550  
Fax: (843) 686-5501  
joe@lowcountrylegal.com  
zach@lowcountrylegal.com  
*Attorneys for Plaintiffs*

**RECEIVED**  
**OCT 24 2016**  
**S.C. SUPREME COURT**

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

---

CERTIFIED QUESTION FROM THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
Beaufort Division

Patrick Michael Duffy, United States District Judge

---

Appellate Case No. 2016-001766

---

Paul Chenard, et al,

Plaintiffs,

v.

Hilton Head Island  
Development Company, LLC  
d/b/a Coral Resorts, et al,

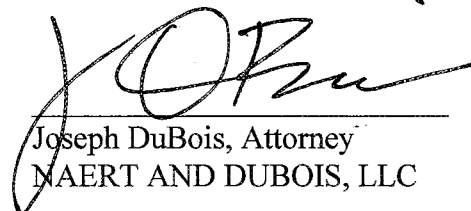
Defendants.

---

**CERTIFICATE OF COMPLIANCE WITH RULE 211(b), SCACR**

---

The undersigned hereby certifies that the Plaintiffs' Brief complies with Rule 211(b), SCACR.

  
\_\_\_\_\_  
Joseph DuBois, Attorney  
NAERT AND DUBOIS, LLC

October 19, 2016

**RECEIVED**  
OCT 24 2016  
S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA  
In The Supreme Court

---

CERTIFIED QUESTION FROM THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
Beaufort Division

Patrick Michael Duffy, United States District Judge

---

Appellate Case No. 2016-001766

---

Paul Chenard, et al,

Plaintiffs,

v.

Hilton Head Island  
Development Company, LLC  
d/b/a Coral Resorts, et al,

Defendants.

---

**CERTIFICATE OF SERVICE**

---

The undersigned hereby certifies that on the date indicated he served counsel for the Defendants with a copy of the Plaintiffs' Brief by mailing copies of the same by United States Mail with first class postage prepaid to the following addresses:

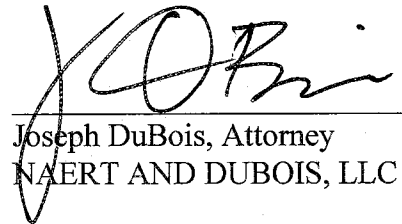
Nekki Shutt, Esquire  
Callison Tighe and Robinson  
PO Box 1390  
Columbia, SC 29202-1390

Kathleen McColl McDaniel, Esquire  
Callison Tighe and Robinson  
PO Box 1390  
Columbia, SC 29202-1390

Jaqueline M. Pavlicek, Esquire  
Callison Tighe and Robinson  
PO Box 1390  
Columbia, SC 29202-1390

Bess J. DuRant, Esquire  
Sowell Gray Stepp and Laffitte  
PO Box 11449  
Columbia, SC 29211

Thornton F. Sowell, III, Esquire  
Sowell Gray Stepp and Laffitte  
PO Box 11449  
Columbia, SC 29211

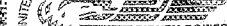


Joseph DuBois, Attorney  
NAERT AND DUBOIS, LLC

October 19, 2016



UNITED STATES POSTAGE



PITNEY BOWES

02 1P \$ 006.80

0003919925 OCT 19 2016

MAILED FROM ZIP CODE 29928

Naert and DuBois, LLC  
22 New Orleans Road, Suite 1  
Post Office Box 7228 (29938)  
Hilton Head Island, SC 29928

Honorable Daniel E. Shearouse  
Clerk, South Carolina Supreme Court  
P O Box 11330  
Columbia, SC 29211