

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

**RECEIVED**

JAN 17 2017

APPEAL FROM HORRY COUNTY  
Court of Common Pleas

**SC Court of Appeals**

Benjamin H. Culbertson, Circuit Court Judge

Case No. 2016-CP-26-0166  
Appellate Case No. 2016-001499

Jeanne Beverly, Individually ..... Appellant  
and on behalf of others  
similarly situated

v.

Grand Strand Regional, ..... Respondent.  
Medical Center, LLC

**RETURN TO RESPONDENT’S MOTION TO SEAL**

Appellant Jeanne Beverly, individually and on behalf of others similarly situated, respectfully submits her Return to Respondent Grand Strand Regional Medical Center, LLC’s (“Grand Strand”) Motion to Seal.

**LEGAL STANDARD**

South Carolina common law, the South Carolina Constitution, and the U.S. Constitution all recognize courts are presumptively open to the public. Ex parte Capital U-Drive-It, Inc., 369 S.C. 1, 630 S.E.2d 464 (2006) (citing S.C. Const. art. I § 9 and Va. Dep’t of State Police v. Washington Post, 386 F.3d 567, 575 (4th Cir. 2004)). The South Carolina Rules of Civil Procedure acknowledge this presumption and impose strict limitations on those instances in which court records may be removed from the public record. Rule 41.1, SCRCP; U-Drive-It, 369

S.C. at 12, 630 S.E.2d at 470. The party seeking to seal documents bears the burden of persuasion. U-Drive-It, 369 S.C. at 12, 630 S.E.2d at 470 (citing Davis v. Jennings, 304 S.C. 502, 506, 405 S.E.2d 601, 603 (1991)). Any motion to seal must (1) state the reasons why sealing is necessary; (2) explain why less drastic alternatives to sealing will not adequately protect the privacy interest at stake; and (3) address seven different factors designed to weigh a party's asserted privacy interest versus the well-recognized right to public access. Id. Pursuant to Rule 41.1, SCRCP, Grand Strand's motion was required to address:

- (1) the need to ensure a fair trial;
- (2) the need for witness cooperation;
- (3) the reliance of the parties on expectations of confidentiality;
- (4) the public or professional significance of the lawsuit;
- (5) the perceived harm to the parties from disclosure;
- (6) why alternatives other than sealing the documents are not available to protect legitimate private interests as identified by the Rule; and
- (7) why the public interest, including, but not limited to, the public health and safety, is best served by sealing the documents.

A court may also consider other factors including whether the public has an interest in the proceeding, whether the litigants/case are public or private in nature, whether public access would shed light on an historically significant event, whether the public already has access to the information in question, and the broader question of whether sealing the documents would sustain or offend the fundamental interest of public court access. U-Drive-It, 369 S.C. at 12, 630 S.E.2d at 470. The public records presumption and U-Drive-It test apply in full force to appellate court filings. Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings, 407 S.C. 607, 757 S.E.2d 421 (2014) (hereinafter "Revised Order"). A party seeking to seal appellate court documents must make a fresh showing to the appellate court and may not rely on any order entered by the circuit court. Id. at 608, 757 S.E.2d at 422.

## ARGUMENT

Grand Strand's motion should be denied because it fails to cite and apply the factors identified by South Carolina Supreme Court order and the South Carolina Rules of Civil Procedure. Moreover, the document at issue implicates the public interest because it relates to the way in which Grand Strand provides medical services to customers of South Carolina's largest private health insurer. In sum, South Carolina law recognizes a presumption in favor of public access to court records, and Grand Strand's unsupported request to seal documents does not meet its burden to overcome the presumption.

### **1. Grand Strand Fails to Demonstrate that Sealing the Institutional Agreement is Warranted.**

Grand Strand's motion does not apply the factors the Court must use when considering a party's request to seal documents. Instead, Grand Strand first argues that there are some instances in which "legitimate trade secrets" may be protected from public access. Resp't Mot. to Seal at 2 ¶ 4 (quoting U-Drive-It, 369 S.C. at 10, 630 S.E.2d at 469). Then, Grand Strand offers a conclusory statement that its Institutional Agreement with Blue Cross Blue Shield of South Carolina ("Blue Cross") "contains confidential and proprietary information."<sup>1</sup> Resp't Mot. to Seal at 2 ¶ 2. Grand Strand does not offer any argument in support of its conclusion. Grand Strand notes only that the circuit court entered a consent protective order. Resp't Mot. to Seal at 2 ¶ 3.

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<sup>1</sup> Grand Strand purports to make this statement on behalf of itself and Blue Cross. Resp't Mot. to Seal at 2 ¶ 2. However, Blue Cross is not a party to this case and has not signed on to Grand Strand's motion. South Carolina has an established procedure for non-party participation in motions related to potentially sealed documents. Davis, 304 S.C. at 504, 405 S.E.2d at 603 (holding that the proper means for non-party to seek review of court's ruling on sealing documents is by means of a motion to intervene governed by Rule 24, SCRCP). The Court should not consider Grand Strand's motion as a joint request with Blue Cross.

As Grand Strand's motion acknowledges, its request is governed by the strict standard for sealing documents in U-Drive-It and Rule 41.1. However, Grand Strand's motion makes no attempt to make the showing South Carolina law requires. The motion does not cite the seven-factor test and makes no effort to articulate why the Institutional Agreement's contents implicate a privacy concern. The motion also does not provide the required "non-confidential description" of the Institutional Agreement that Grand Strand is asking the Court to seal. See Rule 41.1(b), SCRPC. Moreover, Grand Strand fails to address the other requirements to seal documents. Since South Carolina has a legal mandate for open courts, any interest in protecting documents from public view (no matter how strong) must be weighed against the legitimate interest in public access. U-Drive-It, 369 S.C. at 10, 630 S.E.2d at 469 (explaining public policy favoring public access to court records). Accordingly, Grand Strand was required to explain why "less drastic alternatives" to sealing would be insufficient to protect its (unspecified) privacy concerns. Rule 41.1(b), SCRPC. The standard for sealing documents considers the moving party's asserted privacy interest, the public's right in open courts, *and* whether sealing the documents would be the least restrictive means of protecting the moving party without unduly burdening the public interest.

Grand Strand's motion does not address this delicate balance. While Grand Strand cited the circuit court's protective order, Grand Strand may not rely on that order to do the heavy lifting for its current motion. Revised Order, 407 S.C. at 608, 757 S.E.2d at 422 (requiring showing of U-Drive-It factors at appellate court level "even if the lower court . . . issued an order sealing the record"). In fact, the South Carolina Supreme Court recently denied a motion to seal documents in an appellate court filing even though the circuit court entered an uncontested protective order earlier in the litigation. Maybank v. BB&T Corp., S.C. S. Ct. Order dated Sept.

25, 2015.<sup>2</sup> Finally, the Court should deny Grand Strand's motion because it does not provide the Court the information necessary to provide the relief Grand Strand seeks. A court may not enter an order sealing documents without making specific factual findings on the record in which the court weighs the privacy and public access interests at stake in the motion. U-Drive-It, 369 S.C. at 12, 630 S.E.2d at 470; Davis, 304 S.C. at 506, 405 S.E.2d at 604. Since Grand Strand does not specify its privacy interest, address the public interest, or explain why sealing the Institutional Agreement is the least restrictive relief available, the Court lacks the record necessary to seal the document as Grand Strand requests. Grand Strand has not met its burden and its motion should be denied.

**2. Several Important Factors Show that the Institutional Agreement Should Not be Removed from the Public Record.**

Several of the factors identified in U-Drive-It and Rule 41.1 relate to the public's interest or the public's role in the litigation. The Court must consider "the public or professional significance of the lawsuit" and whether the "public interest" would be supported by sealing the documents in question. Rule 41.1(b)(4), (7), SCRPC. This case directly involves South Carolina's largest private health insurance pool and the way in which its members are treated at Horry County's largest hospital. The Institutional Agreement's provisions are important to the public interest and should not be excluded from the public record.

The Institutional Agreement is the contract by which Grand Strand joined Blue Cross's preferred provider organization ("PPO"). The PPO is comprised of three categories of participants: Blue Cross, medical providers, and Blue Cross's extensive group of insurance customers known as "members." To gain "preferred provider" status, Grand Strand took on

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<sup>2</sup> See also Maybank v. BB&T Corp., Mot. to File Portions of Record Under Seal (filed Sept. 16, 2015) at 2 (arguing Supreme Court should grant motion to seal based on circuit court order).

several duties in the Institutional Agreement including a duty to submit claims for Blue Cross members' medical services to Blue Cross and a duty to limit reimbursement requests for services to Blue Cross members to a predetermined discount reimbursement rate. Institutional Agreement at 6, §§ 6.1-6.4. The Institutional Agreement also imposed on Grand Strand duties owed directly to Blue Cross members including a duty not to bill members at all for medical services in most instances. Institutional Agreement at 6, § 6.1.

This case alleges Grand Strand consciously disregards these duties for Blue Cross members. Ms. Beverly, on behalf of herself and other Blue Cross members, seeks damages for Grand Strand's violation of the Institutional Agreement and contradiction of Grand Strand's public representations. This case affects the public interest in two important ways. From a demographic perspective, the scope of affected parties is large not only because Ms. Beverly filed suit as representative of a putative class, but also because Blue Cross is South Carolina's largest private health insurer and Grand Strand is Horry County's largest hospital. According to the South Carolina Department of Insurance, Blue Cross wrote 43-44% of the private health insurance policies in the state from 2013 to 2015.<sup>3</sup> For that same period, no other insurer controlled more than 9% of the market.<sup>4</sup> Moreover, Grand Strand is the largest hospital in its region, as it has almost 100 more beds than any other facility in Horry County.<sup>5</sup>

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<sup>3</sup> South Carolina Department of Insurance, *available at* <http://doi.sc.gov/DocumentCenter/View/7800>; 2014 "Accident and Health (All Lines) Premiums" at 1. South Carolina Department of Insurance, *available at* <http://doi.sc.gov/documentcenter/view/8410>; "2015 Complete Market Share Report" at 41. South Carolina Department of Insurance, *available at* <http://doi.sc.gov/DocumentCenter/View/8853>.

<sup>4</sup> *Id.*

<sup>5</sup> Grand Strand currently has 301 total beds while Conway Medical Center, Horry County's second-largest hospital, has just 210. *See* South Carolina Department of Health and Environmental Control Hospital Database (updated Jan. 3, 2017), *available at* [http://www.scdhec.gov/Health/ Docs/LicensedFacilities/hrhptl.pdf](http://www.scdhec.gov/Health/Docs/LicensedFacilities/hrhptl.pdf).

This case also affects the public interest because Ms. Beverly's claims are based in part on the notion that Grand Strand is not honest with the public. Ms. Beverly alleges Grand Strand promised that she would not be billed and that Grand Strand would seek reimbursement for Ms. Beverly's care from Blue Cross. (Compl. ¶¶ 17, 43), attached as **EXHIBIT 1**. Ms. Beverly further alleges Grand Strand breached that promise by charging her directly. (Compl. ¶¶ 21, 35, 46). The allegedly false representations Ms. Beverly cites in her Complaint were not just made to her. Grand Strand made the same representations to the public at large and continues to do so today by promising "pricing transparency" and by assuring potential patients that "[i]f you are insured, a claim will be sent to your insurance company."<sup>6</sup> Given the alleged disparity between what Grand Strand says and what it does, the public has a keen interest in learning what Grand Strand has promised to do.

### CONCLUSION

Based on the arguments stated above, Ms. Beverly respectfully requests an order denying Grand Strand's motion to seal the Institutional Agreement. Grand Strand does not apply or even cite the factors required by South Carolina law to remove documents from the public record. Grand Strand also does not acknowledge the substantial public interest in the Institutional Agreement or explain how sealing documents is a narrowly tailored means of protecting Grand Strand's unspecified privacy interest. Accordingly, Grand Strand cannot overcome the presumption in favor of public record access and its motion should be denied.

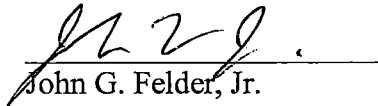
Alternatively, should the Court find that documents should be sealed in this case, then Ms. Beverly requests the Court limit its order in the following ways. First, the Court should reject Grand Strand's request that *the entire case* be sealed. Resp't Mot. to Seal at 2 ¶ 5. That

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<sup>6</sup> "About Our Pricing Commitment," Grand Strand Health, *available at* [http://grandstrandmed.com/patient-financial/?page\\_name=about](http://grandstrandmed.com/patient-financial/?page_name=about) (last visited Jan. 11, 2017).

request ignores the public interest component of Rule 41.1 entirely and would seal documents for which Grand Strand can offer no colorable claim for privacy protection. Second, should the Court accept Grand Strand's suggestion of a separate Record of Appeal volume for the Institutional Agreement, the Court should order that Grand Strand bear the additional costs this request would impose.

Respectfully submitted,

  
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January 17, 2017  
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Jeanne Beverly, individually and on behalf  
of others similarly situated,

Plaintiff,

v.

Grand Strand Regional Medical Center,  
LLC,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTEENTH JUDICIAL CIRCUIT

Civil Action No. 2016-CP-26-

**CLASS ACTION COMPLAINT  
JURY TRIAL DEMANDED**

2016 JAN 11 11 PM 2:40  
HORRY COUNTY  
CLERK OF COURT

Plaintiff Jeanne Beverly, individually and on behalf of others similarly situated, alleges and states the following claims for relief against Defendant Grand Strand Regional Medical Center, LLC.

**NATURE OF THE ACTION**

1. Plaintiff Jeanne Beverly and those similarly situated were patients at Defendant's hospital who sought medical treatment arising from motor vehicle accidents. At the time of treatment, Defendant refused to process or submit bills to Plaintiff's health insurance provider and required Plaintiff and similarly situated patients to pay medical bills out of pocket.
2. Ms. Beverly and the class she seeks to represent were named "insureds" under existing insurance policies with Blue Cross Blue Shield Insurance Company ("BCBS").
3. Defendant is a preferred provider in the BCBS network and previously agreed, pursuant to a contract, to scheduled rates of payment for BCBS's insureds as a condition of being a preferred provider.

4. Ms. Beverly and the class she seeks to represent are third party beneficiaries to the contract between Defendant and BCBS, and have a right to enforce the contract between Defendant and BCBS.
5. Defendant's decision to not submit claims was based on monetary gain. By not submitting claims through BCBS, Defendant was able to increase its cash flow by charging insureds the full price of services instead of at the reduced price previously negotiated with BCBS for BCBS's insureds. Defendant's actions ignored its contractual obligations to both BCBS, Plaintiff, and other class members.
6. Defendant's conduct deprived Ms. Beverly and other class members of the benefit of their insurance coverage.

#### PARTIES

##### Plaintiff:

7. Plaintiff Jeanne Beverly is a citizen and resident of Myrtle Beach, South Carolina. Plaintiff was a patient of Defendant Grand Strand Regional Medical Center who, like the class members she seeks to represent, was denied the right to have her claims processed and submitted to her insurance carrier by Defendant.

##### Defendant:

8. Defendant Grand Strand Regional Medical Center, LLC is a limited liability company organized under the laws of the state of Delaware that provides medical services in South Carolina, maintains a registered agent in Richland County, South Carolina, and transacts significant business in South Carolina.

### **JURISDICTION AND VENUE**

9. The jurisdiction of this Court is founded upon S.C. Const. art. V § 11, which grants the circuit court general jurisdiction over civil actions.
10. This Court has personal jurisdiction over Defendant because Defendant conducts business in South Carolina and/or has the requisite minimum contacts with South Carolina necessary to constitutionally permit the Court to exercise jurisdiction, with such jurisdiction also being within the contemplation of the South Carolina “long arm” statute, S.C. Code Ann. § 36-2-803 (2003).
11. Venue in this Court is proper pursuant to the Rules of the South Carolina Supreme Court and the South Carolina Code.

### **GENERAL FACTUAL ALLEGATIONS APPLICABLE TO ALL CLAIMS**

12. Upon information and belief, Ms. Beverly was involved in a motor vehicle collision on September 6, 2012, in which she sustained serious injuries.
13. Ms. Beverly received treatment at Defendant’s hospital for those injuries.
14. At the time of the collision and treatment, Ms. Beverly was covered by a health insurance policy issued by BCBS. Ms. Beverly obtained this health insurance coverage for the purpose of defraying medical expenses.
15. Ms. Beverly’s insurance information was provided to Defendant at the time of her admission and treatment.
16. At all relevant times, Defendant was a preferred provider in the BCBS network.
17. As a preferred provider, Defendant agreed to accept BCBS insurance and provide services for BCBS’s insureds at reduced cost.

18. Despite these contractual relationships and Ms. Beverly's presentment of her insurance coverage, Defendant and its representatives refused to submit Ms. Beverly's bills related to the vehicle collision to BCBS for payment.
19. Medical claims of motor vehicle victims in a hospital's emergency room represent the worst performing revenue streams for a hospital.
20. By refusing to accept insurance coverage for motor vehicle accidents, Defendant can generate a significant increase in cash flow by receiving payment immediately and in an amount that far exceeds the negotiated rate with BCBS.
21. Defendant demanded payment in full from Ms. Beverly despite her insurance coverage.
22. Defendant claimed an amount due of \$7,031.25 for initial medical treatment and an additional \$ 968.75 for the removal of staples.
23. Ms. Beverly was not aware at the time of treatment of Defendant's systematic refusal to honor its contractual obligations regarding emergency room bills for insured patients and did not learn of this information until a later date.
24. Defendant ignored its contractual arrangement with BCBS in an attempt to avoid the discounts it voluntarily negotiated and agreed to in order to become a preferred provider for BCBS. By not submitting Ms. Beverly's bills, BCBS unfairly profited from Ms. Beverly and others similarly situated.
25. Ms. Beverly is a third party beneficiary of the agreements between Defendant and BCBS.

#### **CLASS ACTION ALLEGATIONS**

26. Plaintiffs reallege and incorporate by reference the allegations set forth above.
27. Pursuant to Rule 23, SCRPC, Plaintiffs bring this action on behalf of herself and all other similarly situated persons. Plaintiffs seek to represent the class defined as follows:

All persons (or estates of persons) in South Carolina or persons (or estates of person) who have jurisdiction with a South Carolina Court under the Door Closing Statute) insured by BCBS receiving services in Defendant's emergency department from September 6, 2009 to present for whom Defendant failed to submit the bill for medical services to BCBS and instead obtained recovery from the person.

28. On information and belief, the class includes a substantial number of Defendant's patients and is so numerous that joinder of all members is impractical.
29. There are questions of fact or law common to the class predominating over questions affecting only individual class members, including without limitation:
  - a. Whether Defendant's contract with BCBS requires submission of emergency room claims for payment by the insurer rather than the patient;
  - b. Whether Defendant's pursuit of payment from class members rather than from class members' insurer was permitted by law;
  - c. Whether Defendant acted in good faith by pursuing medical expenses from class members despite Defendant's contractual obligations; and
  - d. Whether Defendant's retention of money for medical expenses paid by class members is just.
30. Plaintiffs' claims are typical of the absent class members in that all allege financial losses and other damages attributable to Defendant's process of charging and collecting medical expenses from insured emergency room patients.
31. Plaintiffs will fairly and adequately protect the interests of the other class members. Plaintiffs' counsel is experienced in handling class action claims. Neither Plaintiff nor Plaintiffs' counsel has any interests adverse to or in conflict with the absent class members.
32. The amount in controversy for all class members exceeds one hundred dollars.

**COUNT I**  
**BREACH OF CONTRACT**

33. Plaintiff and the other class members entered into a contractual agreement with BCBS, whereby Plaintiff and the other class members agreed to pay monthly premiums to BCBS for the benefit of health insurance.

34. BCBS as a part of its service to Plaintiff and other class members, contracted with Defendant to provide payments for their insureds' services. Specifically, Defendant bargained and contracted with BCBS for discounted payments as satisfaction of patient's accounts. This arrangement entitled Defendant to a preferred provider status within the BCBS network and generated business for Defendant.

35. Defendant breached its contract with BCBS, Plaintiff, and the other class members, as third party beneficiaries, by refusing to submit claims to BCBS. Defendant deprived Ms. Beverly of the benefits of the discounts and other provisions negotiated between BCBS and Defendant.

36. As a direct and proximate result of Defendant's breach, Plaintiff and the other class members have suffered damages, which include all payments collected by Defendant from Plaintiff and the other class members together with prejudgment interest.

**COUNT II**  
**BAD FAITH**

37. The aforementioned paragraphs are hereby incorporated by reference as if fully set forth herein.

38. Plaintiff and other class members were patients at Defendant's hospital from 2012 until present.

39. Defendant created a special relationship with Plaintiff and the other similarly situated class members by contracting with BCBS, thereby making Plaintiff and the other class members third party beneficiaries to its contract with BCBS.
40. Defendant breached the fiduciary duties owed to Plaintiff and the other class members by refusing to submit her insurance claims.
41. Defendant held itself out to be a BCBS preferred provider, with a guaranteed acceptance of BCBS insurance.
42. Defendant actively sought patients' trust for providing medical treatment and care, both as a corporate entity and as a medical facility.
43. Defendant represented to both BCBS and BCBS's insureds that it would provide treatment and care as a preferred provider, which was memorialized in the contract signed by Defendant and BCBS.
44. Defendant actively sought BCBS's insureds as patients, not to ensure that they were provided appropriate medical care, but rather so they could profit off its mischaracterization of its relationship with BCBS.
45. Plaintiff and other similarly situated class members reasonably placed a level of trust in Defendant by choosing to seek medical care and treatment from Defendant based on Defendant's status as a preferred provider.
46. Defendant breached its fiduciary duty to Plaintiff and other class members by choosing to prioritize its revenue stream over the fiduciary relationship it created with BCBS and its insureds.
47. Defendant's goal to maximize its revenue stream was achieved at the monetary expense of patients, like Plaintiff and other class member involved in motor vehicle accidents.

48. Defendant failed to act with fairness and good faith in its dealings with Plaintiff and other class members, and instead used its position to the detriment of BCBS's insureds involved in motor vehicle accidents.
49. The breach of fiduciary duty is believed to be outrageous, willful, wanton, and with reckless disregard of Plaintiff and other similarly situated class members.
50. By the above-referenced conduct, breaches, violations, and failures, it is believed that Defendant failed to discharge its professional and fiduciary duties with the care, skill, prudence, and diligence under the circumstances as required by a prudent person or entity, acting in a like capacity and familiar with such matters.

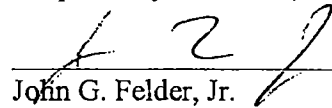
**COUNT III**  
**UNJUST ENRICHMENT**

51. The aforementioned paragraphs are hereby incorporated by reference as if they were set forth fully herein.
52. Defendant was unjustly enriched through the collection of additional payments from Plaintiff and the other class members for payment of services at a higher value than contracted for with BCBS.
53. This conduct constitutes an unjust retention of a benefit to the detriment of Plaintiff and class members, and Defendant's retention of money is against the fundamental principles of justice and good conscience and is patently unfair.
54. It would be unconscionable for Defendant to retain the payments made by Plaintiff and other class members because those funds were received with complete disregard of available insurance coverage and in contradiction to the agreed upon price for services bargained for between Defendant and BCBS.
55. Equity demands that Defendant be compelled to return its ill-gotten gains.

56. As a direct and proximate result of Defendant's conduct, Plaintiff and other class members have suffered damages, and request an order be entered creating a constructive trust for any sums illegally collected by Defendant, for counsel fees and costs of suit, and any other relief this Court deems necessary or proper.

WHEREFORE, having fully stated her claims against the Defendant, Plaintiff respectfully prays that the Court certify a South Carolina class, award the relief as set forth above for actual damages, special and consequential damages, punitive damages, attorney's fees and costs, and for such other and further relief as the Court deems necessary and proper. Plaintiff demands a jury trial on all actions so triable.

Respectfully submitted,

  
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APPEAL FROM HORRY COUNTY  
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Benjamin H. Culbertson, Circuit Court Judge

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Jeanne Beverly, Individually ..... Appellant  
and on behalf of others  
similarly situated

v.

Grand Strand Regional, ..... Respondents.  
Medical Center, LLC

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on this 17<sup>th</sup> day of January, 2017, she served counsel for the Defendants with a copy of the Return to Respondent's Motion to Seal in this matter by mailing a copy of the same by the United States Mail with first class postage prepaid to the following address:

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

# McGowan, Hood & Felder, LLC

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January 17, 2017

**RECEIVED**

JAN 17 2017

SC Court of Appeals

***Via Hand Delivery***

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

**Re: Jeanne Beverly v. Grand Strand Regional Medical Center  
Civil Action No. 16-CP-26-0166**

Dear Ms. Kitchings:

Enclosed please find the original and seven copies of the Return to Respondent's Motion to Seal. Please file the same in your customary manner and return a copy to me. Appellant requests the Court hold in abeyance the parties' deadlines for filing the Record on Appeal and final briefs until the Court resolves Respondent's Motion to Seal.

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

With kind regards,

Sincerely,

A handwritten signature in cursive script that reads 'John G. Felder, Jr.' with a stylized flourish at the end.

John G. Felder, Jr.

JGFjr/sll

Enclosures

cc: James Lynn Werner, Esquire