

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
JAN 24 2017
SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

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

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

v.

Grand Strand Regional Medical Center, LLCRespondent.

**RESPONDENT GRAND STRAND REGIONAL MEDICAL CENTER, LLC'S
REPLY TO APPELLANT'S RETURN TO THE MOTION TO SEAL**

Respondent Grand Strand Regional Medical Center, LLC ("Grand Strand") respectfully submits this Reply to Appellant Jeanne Beverly's Return to the Motion to Seal.

INTRODUCTION

Appellant Jeanne Beverly filed this action as a purported third-party beneficiary of the Institutional Agreement with the right to enforce its terms. The Institutional Agreement is a private contract between Grand Strand and Blue Cross Blue Shield of South Carolina ("BCBS"). In the Institutional Agreement, Grand Strand and BCBS recognized and agreed its terms constitute valuable trade secrets and confidential proprietary business information. Institutional Agreement § 16.13. In the case below, the parties executed a Consent Protective Order to maintain the confidentiality and non-disclosure of the Institutional Agreement. By virtue of having agreed to and having executed the Consent Protective Order, Beverly and the lower court

were provided a copy of the Institutional Agreement. To protect the continuing confidentiality of the Institutional Agreement, Grand Strand moved the Court to file the Institutional Agreement in this appeal under seal.

In her Return to Grand Strand's Motion to Seal, Beverly takes an untenable position. Beverly seeks to publish in the Record the Institutional Agreement she obtained only by having agreed to maintain its confidentiality and not to publish it. For the reasons set forth below, the Court should grant Grand Strand's Motion to Seal.

LEGAL STANDARD

The Court must consider the following factors in determining whether to grant a party's motion to seal:

- (1) ensuring the parties' right to a fair trial or hearing;
- (2) the need for witness cooperation;
- (3) the reliance of the parties upon expectations of confidentiality of the proceeding;
- (4) the public or professional significance of the proceeding;
- (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; and
- (7) why the public interest, including, but not limited to, the public health and safety, is best served by sealing the documents.

Ex parte Capital U-Drive-It, Inc., 369 S.C. 1, 12, 630 S.E.2d 464, 470 (2006); *In re Revised Order Concerning Pers. Identifying Info. & Other Sensitive Info. in Appellate Court Filings*, 407 S.C. 607, 608-09, 757 S.E.2d 421, 422 (2014); Rule 41.1, SCRPC.

The Court may also consider the following factors:

- (8) public interest in the proceeding;
- (9) the private or public status of the litigants and case generally;

(10) whether release would enhance the public's understanding of an important historical event;

(11) whether the public already has access to information contained in the records;

(12) whether a particular decision will sustain or offend the fundamental interests of public access; and

[(13)] any other relevant factors.

Id.

ARGUMENT

The Court should grant Grand Strand's Motion to Seal. The Court's consideration of the *U-Drive-It* and Rule 41.1 factors for analysis of the Motion to Seal should be driven by two simple propositions. First, Grand Strand and BCBS expressly agreed that the terms of the Institutional Agreement would be confidential, because the Agreement contains confidential trade secrets and proprietary business information; and the Court should uphold Grand Strand and BCBS's expectation of privacy, protect Grand Strand and BCBS's proprietary information, and file the Institutional Agreement under seal. Second, the denial of Grand Strand's Motion to Seal would be detrimental to the public, because the publication of the Institutional Agreement would allow a plaintiff who is not a party to a confidential contract to obtain a contract by expressly agreeing to maintain the confidentiality and then renege on that commitment and publish the protected information to the world. To allow a party to obtain a document pursuant to a protective order and then publish the confidential and proprietary information in that document would greatly affect the conduct of future litigation and negatively impact legitimate business interests in South Carolina. Such actions would harm our legal system because it would render agreements to maintain confidentiality in a legal proceeding illusory.

Additionally, the Institutional Agreement should be filed under seal for the following reasons: (1) Beverly's right to a fair trial or hearing will not be impacted, because she and the Court have full access to the Institutional Agreement; (2) sealing the Institutional Agreement will not impact any witness cooperation; (3) Grand Strand and BCBS expressly agreed the terms of the Institutional Agreement would be confidential and relied upon that confidentiality provision in executing the Institutional Agreement; (4) the public or professional significance of this proceeding is not impacted by whether the public has access to the Institutional Agreement; (5) the exposure of legitimate trade secrets and propriety information will harm Grand Strand and BCBS; (6) there is no alternative to sealing the Institutional Agreement; (7) the public interest is best served by sealing the Institutional Agreement because when parties agree the terms of a private contract are confidential they should be able to rely on the Court to maintain their privacy; (8) the public interest in the proceeding is not impacted by sealing the Institutional Agreement; (9) the private status of the litigants and the nature of this case does not merit the disclosure of a confidential contract; (10) release of the Institutional Agreement will not enhance the public's understanding of an important historical event; (11) the public does not currently have access to the information in the Institutional Agreement; and (12) sealing the Institutional Agreement does not offend the fundamental interests of public access.

1. The Institutional Agreement is entitled to confidentiality protections.

The Institutional Agreement is entitled to confidentiality protections, because disclosure of its terms will harm Grand Strand and BCBS. The Institutional Agreement is one of many such contracts between the various insurers and hospitals that operate in South Carolina. The pricing and other terms of these agreements are critical competitive variables to both businesses. While individual contracts may share certain basic features, such as reimbursement for services rendered, they differ in their specific terms. The contracts are heavily negotiated, often over

many months. The concessions made, and won, by the respective parties can have a profound impact on business performance. Accordingly, knowing the terms of a competitors' contract is of great value. For, example, payment provisions, utilization management requirements, quality assurance provisions, and alternative dispute resolution processes, among others, all constitute competitive information of keen interest to the hospital's, and insurer's, competitors. The Institutional Agreement expressly recognizes the value of such information to BCBS's and Grand Strand's competitors and the harm that disclosure would cause. Institutional Agreement § 16.13. For this reason alone, the Court should grant Grand Strand's motion.

2. The Institutional Agreement is a contract containing valuable trade secrets and confidential proprietary business information that was provided to Beverly pursuant to a protective order.

Beverly initiated this action against Grand Strand to allegedly enforce certain specific and limited terms of the Institutional Agreement. In response to Beverly's complaint, Grand Strand filed a motion to dismiss, arguing that Beverly does not have standing to enforce the Institutional Agreement. Beverly and the lower court were provided a copy of the Institutional Agreement pursuant to a Consent Protective Order. The Consent Protective Order by which Beverly obtained the Institutional Agreement is attached hereto as Exhibit A. The circuit court reviewed the Institutional Agreement, subject to the Consent Protective Order, and found Beverly failed to state a claim upon which relief may be granted and dismissed her Complaint pursuant to Rule 12(b)(6), SCRCF. Beverly appealed the circuit court's order, arguing the circuit court erred in finding she lacks standing to enforce the terms of the Institutional Agreement.

Now, Beverly—an individual litigant the circuit court has ruled was not a party to the Institutional Agreement—seeks to make the confidential terms of the Institutional Agreement available to the public. As a general proposition, a plaintiff should not be allowed to initiate an action, obtain confidential or trade secret information pursuant to a Consent Protective Order,

and then disclose those confidential or trade secret materials once the circuit court determines the plaintiff has no valid claims or rights. To allow a plaintiff to initiate litigation based upon a contract to which the plaintiff is not a party, and then allow that plaintiff to disclose the contract's confidential information would establish a dangerous precedent and injure legitimate business interests in South Carolina. Individuals could simply initiate actions against businesses and disclose proprietary information obtained pursuant to a Consent Protective Order in that litigation. To allow Beverly to disclose trade secrets that she obtained pursuant to a Consent Protective Order would be devastating for businesses in South Carolina and detrimental to the integrity of the legal process.

Therefore, the Court should file the Institutional Agreement under seal and prevent Beverly from violating the terms of the Institutional Agreement and the Consent Protective Order by making the Institutional Agreement available to the public.

3. Beverly failed to comply with the Consent Protective Order's requirements for challenging the Institutional Agreement's designation as a confidential document or for filing confidential materials.

Beverly obtained the Institutional Agreement pursuant to the Consent Protective Order. In the Consent Protective Order Beverly agreed to maintain the confidentiality of any confidential document that was exchanged in this action. The Consent Protective Order provides procedures for challenging the confidential nature of a document. Consent Protective Order ¶ 7. Beverly had the chance to challenge the Institutional Agreement's designation as a confidential document; however, she never pursued such opportunity.

In addition to providing a method for challenging the confidentiality of a document, the Consent Protective Order provides a method for disclosing a confidential document. Consent Protective Order ¶ 6. Again, Beverly has failed to comply with the terms of the Consent

Protective Order and she has taken none of the necessary precautions for disclosing a confidential document.

The Court should find Beverly failed to comply with any of the Consent Protective Order's methods for disclosing a confidential document or challenging its confidential designation. The Court should not allow Beverly to shirk her obligations and disclose the Institutional Agreement in violation of the circuit court's order. Accordingly, the Court should protect the integrity of the circuit court's Consent Protective Order and the confidentiality of the Institutional Agreement and file the Institutional Agreement under seal.

4. Grand Strand and BCBS expressly agreed the terms of the Institutional Agreement would be confidential and they relied upon that confidentiality agreement when they entered into the Institutional Agreement.

In Section 16.13 of the Institutional Agreement, Grand Strand and BCBS agreed the terms of the agreement are confidential. Additionally, Grand Strand and BCBS agreed that if either party breaches the terms of section 16.13, then the other party shall be entitled to seek monetary damages. Grand Strand and BCBS relied upon this section when they entered into the Institutional Agreement and they had an expectation of privacy in the Institutional Agreement. Moreover, Grand Strand had an expectation of confidentiality when it turned the Institutional Agreement over to Beverly and the Court pursuant to a Consent Protective Order. *See U-Drive-It, Inc.*, 369 S.C. at 12, 630 S.E.2d at 470 (stating that a court should consider "the reliance of the parties upon expectations of confidentiality of the proceeding" when determining whether to file a document under seal). The fact that Beverly's lawsuit seeks to implicate certain terms of the Institutional Agreement does not alter or abrogate Grand Strand and BCBS's expectation of confidentiality in the Institutional Agreement.

5. There is no alternative to sealing the Institutional Agreement.

There is no alternative to filing the Institutional Agreement under seal. The contents of the Institutional Agreement are either available to the public or they are not. The publication of the Institutional Agreement will be detrimental to and will harm Grand Strand and BCBS. Neither Grand Strand, nor Beverly, will suffer any harm if the Institutional Agreement is filed under seal.

6. Sealing the Institutional Agreement does not offend the fundamental interests of public access.

Contrary to Beverly's assertion in her Return, Grand Strand is not requesting the entire action be filed under seal. Grand Strand only requests the Court file the Institutional Agreement under seal and allow the other filings to be made available to the public. The disputed provisions of the Institutional Agreement are quoted in Grand Strand and Beverly's briefs and motions. This case will not be resolved based on information that is kept confidential. This case should be resolved based on the Court's interpretation of the Institutional Agreement's third-party beneficiary disclaimer. That provision is quoted in Grand Strand's brief. The fundamental interest of public access is in no way offended by sealing the Institutional Agreement. No party to this litigation will be prejudiced by filing the Institutional Agreement under seal.

7. Analysis of the remaining *U-Drive-it* and Rule 41.1 factors supports the decision to file the Institutional Agreement under seal in this case.

The remaining *U-Drive-it* and Rule 41.1 factors support the decision to file the Institutional Agreement under seal in this case for the following reasons:

- (a) Neither Beverly's, nor Grand Strand's, right to fair trial or hearing will be impacted by sealing the Institutional Agreement, because Grand Strand, Beverly, and the Court all have access to the Institutional Agreement and the controlling language is available to the public in Grand Strand's brief.

- (b) Sealing the Institutional Agreement will not impact any witness cooperation because witness cooperation is not relevant at this stage of the litigation.
- (c) The public and professional significant of this proceeding is not impacted if the Institutional Agreement is filed under seal, because the public will still be aware that a contract between BCBS and Grand Strand exists and the public will know that the contract contains express language disclaiming third-party beneficiaries.
- (d) The disclosure of the Institutional Agreement would diminish the value of the confidential and proprietary information it contains, thereby harming Grand Strand and BCBS.
- (e) Allowing a party to invade the privacy of a private contract and publish its confidential terms would be detrimental to South Carolina businesses and diminish the public's confidence in any agreement to maintain confidentiality. Therefore, the public interest is best served by sealing the Institutional Agreement.
- (f) The public interest in an appeal of the circuit court's interpretation of the express language of a contract is not impacted if the Institutional Agreement is filed under seal. The disputed terms of the Institutional Agreement are included in the motions and briefs filed in this action and the undisclosed provisions have no impact on this litigation.
- (g) The private status of the litigants and the nature of the case do not merit the disclosure of a confidential contract.
- (h) This litigation does not involve issues of historical importance and, therefore, the disclosure of the Institutional Agreement will not impact the public's understanding of an important historical event.

- (i) The public does not have access to the contents of the Institutional Agreement, and the public should not have access to the Institutional Agreement because it is a private and confidential contract between two private business entities.

CONCLUSION

For the reasons set forth herein, Grand Strand requests the Court order a separate volume of the Record on Appeal be created for the Institutional Agreement, the volume of the Record on Appeal containing the Institutional Agreement be filed under seal, and at the place in the Record on Appeal where the Institutional Agreement would normally appear, Beverly will include a reference that the Institutional Agreement has been filed in a separate volume, under seal to maintain its confidentiality. Accordingly, for the reasons set forth herein, Grand Strand respectfully requests the Court grant its Motion to Seal.

Respectfully submitted,



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*Attorneys for Respondent
Grand Strand Regional Medical Center, LLC*

STATE OF SOUTH CAROLINA)
)
 COUNTY OF HORRY)
)
 Jeanne Beverly, individually and on behalf of)
 others similarly situated,)
)
 Plaintiffs,)
)
 vs.)
)
 Grand Strand Regional Medical Center, L.L.C.)
)
 Defendant.)
)

IN THE COURT OF COMMON PLEAS
 FIFTEENTH JUDICIAL CIRCUIT
 C.A. No. 2016-CP-26-0166

CONSENT PROTECTIVE ORDER

FILED
 HORRY COUNTY
 16 APR 29 AM 11:42
 MELANIE HUGHES-WARD
 CLERK OF COURT

Whereas, the parties to this Protective Order ("parties") have stipulated that certain discovery material is and should be treated as confidential, and have agreed to the terms of this order; accordingly, it is this ___ day of _____, 2016, ORDERED:

1. **Scope.** All documents, including electronic data files or other tangible things, produced in the course of discovery, all responses to discovery requests and all deposition testimony and deposition exhibits and any other materials which may be subject to discovery (hereinafter collectively "documents") shall be subject to this Order concerning confidential information as set forth below.
2. **Form and Timing of Designation.** Confidential documents shall be so designated by placing or affixing the word "CONFIDENTIAL" on the document in a manner which will not interfere with the legibility of the document and which will permit complete removal of the Confidential designation. Documents shall be designated CONFIDENTIAL prior to, or contemporaneously with, the production or disclosure of

EXHIBIT A

the documents.¹ Inadvertent or unintentional production of documents without prior designation as confidential shall not be deemed a waiver, in whole or in part, of the right to designate documents as confidential as otherwise allowed by this Order.

3. **Documents Which May be Designated Confidential.** Any party may designate documents as CONFIDENTIAL, but only after review of the documents by an attorney who has, in good faith, determined that the documents contain information protected from disclosure by statute, sensitive personal information, trade secrets, or confidential research, development, or commercial information. The certification shall be made concurrently with the disclosure of the documents, using the form attached as Attachment A, which shall be executed subject to the standards of Rule 11 of the South Carolina Rules of Civil Procedure. Information or documents which are available in the public sector may not be designated as confidential.
4. **Depositions.** Portions of depositions shall be deemed confidential only if designated as such when the deposition is taken or within seven business days after receipt of the transcript. Such designation shall be specific as to the portions to be protected.
5. **Protection of Confidential Material.**
 - (a) **General Protections.** Documents designated CONFIDENTIAL under this Order shall not be used or disclosed by the parties or counsel for the parties or any other persons identified below (§ 5b) for any purposes whatsoever other than preparing for and conducting the litigation in which the documents were disclosed (including any appeal of that litigation).¹ The parties shall not disclose documents

¹To the extent information which is not reasonably calculated to lead to the discovery of admissible evidence is contained in a document that contains information that otherwise may be responsive to discovery requests, such information may be redacted in a document designated CONFIDENTIAL.

designated as confidential to putative class members not named as plaintiffs in putative class litigation unless and until one or more classes have been certified.

(b) **Limited Third Party Disclosures.** The parties and counsel for the parties shall not disclose or permit the disclosure of any documents designated CONFIDENTIAL under the terms of this Order to any other person or entity except as set forth in subparagraphs (i)-(v) below, and then only after the person to whom disclosure is to be made has executed an acknowledgment (in the form attached as Attachment B), that he or she has read and understands the terms of this Order and is bound by it. Subject to these requirements, the following categories of persons may be allowed to review documents which have been designated CONFIDENTIAL pursuant to this Order:

- (i) counsel and employees of counsel for the parties who have responsibility for the preparation and trial of the lawsuit;
- (ii) parties to this Order and employees of Defendant or its affiliates, but only to the extent counsel shall certify that the specifically named individual party's assistance or employees of Defendant or its affiliates, is necessary to the conduct of the litigation in which the information is disclosed;²
- (iii) court reporters engaged for depositions and those persons, if any, specifically engaged for the limited purpose of making photocopies of documents;

² At or prior to the time such party or employee completes his or her acknowledgment of review of this Order and agreement to be bound by it (Attachment B), counsel shall complete a certification in the form of Attachment C. Counsel shall retain the certification together with the form signed by the party or employee.

- (iv) consultants, investigators, or experts (hereinafter referred to collectively as "experts") employed by the parties or counsel for the parties to assist in the preparation and trial of the lawsuit, but only if the disclosure of the document is necessary for such assistance and preparation; and
 - (v) other persons only upon consent of the producing party or upon order of the court and on such conditions as are agreed to or ordered.
- (c) **Control of Documents.** Counsel for the parties shall take reasonable efforts to prevent unauthorized disclosure of documents designated as CONFIDENTIAL pursuant to the terms of this Order. Counsel shall maintain a record of those persons, including employees of counsel, who have reviewed or been given access to the documents along with the originals of the forms signed by those persons acknowledging their obligations under this Order.
- (d) **Copies.** All copies, duplicates, extracts, summaries or descriptions (hereinafter referred to collectively as "copies"), of documents designated as CONFIDENTIAL under this Order or any portion of such a document, shall be immediately affixed with the designation "CONFIDENTIAL" if the word does not already appear on the copy. All such copies shall be afforded the full protection of this Order.
6. **Filing of Confidential Materials.** In the event a party seeks to file with the Court any material that is subject to protection under this Order, that party shall take appropriate action to insure that the documents receive proper protection from public disclosure including: (1) filing a redacted document with the consent of the party who designated the document as confidential; (2) where appropriate (e.g. in relation to discovery and

evidentiary motions), submitting the documents solely for *in camera* review; or (3) where the preceding measures are not adequate, seeking permission to file the document under seal pursuant to the procedural steps set forth in Rule 41.1 of the South Carolina Rules of Civil Procedure, or such other rule or procedure as may apply in the relevant jurisdiction. Absent extraordinary circumstances making prior consultation impractical or inappropriate, the party seeking to submit the document to the Court shall first consult with counsel for the party who designated the document as confidential to determine if some measure less restrictive than filing the document under seal may serve to provide adequate protection. This duty exists irrespective of the duty to consult on the underlying motion. Nothing in this Order shall be construed as a prior directive to the Clerk of Court to allow any document to be filed under seal. The parties understand that documents may be filed under seal only with the permission of the Court after proper motion pursuant to Rule 41.1 of the South Carolina Rules of Civil Procedure.

7. **Greater Protection of Specific Documents.** No party may withhold information from discovery on the ground that it requires protection greater than that afforded by this Order unless the party moves for an Order providing such special protection.
8. **Challenges to Designation as Confidential.** Any CONFIDENTIAL designation is subject to challenge. The following procedures shall apply to any such challenge:
 - (a) The burden of proving the necessity of a Confidential designation remains with the party asserting confidentiality.
 - (b) A party who contends that documents designated CONFIDENTIAL are not entitled to such treatment shall give written notice to the party who affixed the designation of the specific basis for the challenge. The party who so designated

the documents shall have fifteen (15) days from service of the written notice to determine if the dispute can be resolved without judicial intervention and, if not, to move for an Order confirming the Confidential designation.

- (c) Notwithstanding any challenge to the designation of documents as confidential, all material previously designated CONFIDENTIAL shall continue to be treated as subject to the full protections of this Order until one of the following occurs:
 - (i) the party who claims that the documents are confidential withdraws such designation in writing;
 - (ii) the party who claims that the documents are confidential fails to move timely for an Order designating the documents as confidential as set forth in paragraph 8(b) above; or
 - (iii) the Court rules that the documents should no longer be designated as confidential information.
- (d) Challenges to the confidentiality of documents may be made at any time and are not waived by the failure to raise the challenge at the time of initial disclosure or designation.

9. Treatment on Conclusion of Litigation.

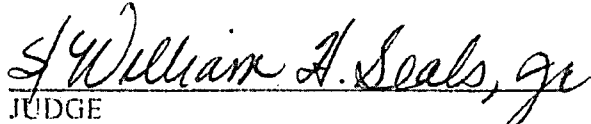
- (a) **Order Remains in Effect.** All provisions of this Order restricting the use of documents designated CONFIDENTIAL shall continue to be binding after the conclusion of the litigation unless otherwise agreed or ordered.
- (b) **Return of CONFIDENTIAL Documents.** Within thirty (30) days after the conclusion of the litigation, including conclusion of any appeal, all documents treated as CONFIDENTIAL under this Order, including copies as defined above

(¶ 5d) shall be returned to the producing party unless: (1) the document has been entered as evidence or filed under seal; (2) the parties stipulate to destruction in lieu of return; or (3) as to documents containing the notations, summations, or other mental impressions of the receiving party, that party elects destruction. Notwithstanding the above requirements to return or destroy documents, counsel may retain attorney work product including an index which refers or relates to information designated CONFIDENTIAL so long as that work product does not duplicate verbatim substantial portions of the text of confidential documents. This work product continues to be Confidential only under the terms of this Order. An attorney may use his or her work product in a subsequent litigation provided that its use does not disclose the confidential documents.

10. **Order Subject to Modification.** This Order shall be subject to modification on motion of any party or any other person who may show an adequate interest in the matter to intervene for purposes of addressing the scope and terms of this Order. The Order shall not, however, be modified until the parties shall have been given notice and an opportunity to be heard on the proposed modification.
11. **No Judicial Determination.** This Order is entered based on the representations and agreements of the parties and for the purpose of facilitating discovery. Nothing herein shall be construed or presented as a judicial determination that any specific document or item of information designated as CONFIDENTIAL by counsel is subject to protection under Rule 26(c) of the South Carolina Rules of Civil Procedure or otherwise until such time as a document-specific ruling shall have been made.


12. **Persons Bound.** This Order shall take effect when entered and shall be binding upon: (1) counsel who signed below and their respective law firms; and (2) their respective clients.

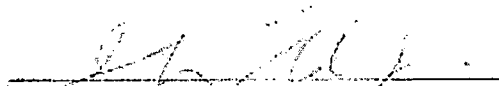
IT IS SO ORDERED.


JUDGE

On this the 25 day of April 2016
Myrtle Beach, South Carolina

WE CONSENT:


William R. Thomas
James L. Werner
Attorneys for Defendant


John G. Felder, Jr. (on behalf of all counsel)
Chad A. McGowan
Roy Harmon
Jeff C. Chandler
Attorneys for Plaintiff(s)

12. **Persons Bound.** This Order shall take effect when entered and shall be binding upon: (1) counsel who signed below and their respective law firms; and (2) their respective clients.

IT IS SO ORDERED.


JUDGE

On this the _____ day of _____, 2016

Myrtle Beach, South Carolina

WE CONSENT:

William R. Thomas
James L. Werner
Attorneys for Defendant



John G. Felder, Jr. (on behalf of all counsel)
Chad A. McGowan
Roy Harmon
Jeff C. Chandler
Attorneys for Plaintiff(s)

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

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JAN 24 2017

SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

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

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

v.

Grand Strand Regional Medical Center, LLCRespondent.

PROOF OF SERVICE

The undersigned hereby certifies that on January 24, 2017, he served the foregoing
**RESPONDENT GRAND STRAND REGIONAL MEDICAL CENTER, LLC'S REPLY
TO APPELLANT'S RETURN TO THE MOTION TO SEAL** on all counsel of record by
placing a copy in the United States Mail, first class postage prepaid, addressed as follows:

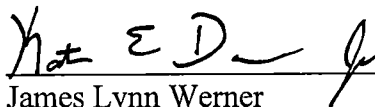
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Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

January 24, 2017

Via Hand Delivery

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29211

RECEIVED

JAN 24 2017

SC Court of Appeals

Re: *Jeanne Beverly Individually and on behalf of other similarly situated v. Grand Strand Regional Medical Center, LLC; Civil Action No. 2016-CP-26-0116*

Dear Mrs. Kitchings:

Enclosed please find an original and six (6) copies of Respondent's Reply to Appellant's Return to the Motion to Seal in the above-referenced matter, as well as the Proof of Service. Please file the originals and return a file-stamped copy to my courier.

By copy of this letter, I am today serving the Respondent's Reply to Appellant's Return to the Motion to Seal and the Proof of Service on counsel for the Appellant.

Thank you for your assistance and please do not hesitate to contact us if you require any further information.

Sincerely,

Katon E. Dawson, Jr.

KED:bg
Enclosures

cc: John G. Felder, Jr.
Chad A. McGowan
Jordan C. Calloway
Roy Harmon
Sidney L. Major, Jr.
Jeff C. Chandler

PPAB 3558174v1