STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	CASE NO.: 2014-CP-40-06017

Rajinder Parmar,

Plaintiff,

vs.

Balbir S. Minhas, Midlands Gastroenterology, PC, and Midlands Endoscopy Center, LLC,

Defendants.

ORDER

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SC Court of Appeals

RICHLAND COUNTY
FILED
2015 JUL 22 PM 2:30
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

Plaintiff's Motion to Compel Arbitration, Defendants' Motions for Temporary Injunction or in the alternative for a Stay and to Dismiss the Complaint were heard before this Court on January 5, 2015, at 9:30 AM. Eric S. Bland, Ronald L. Richter, Jr., and Scott Mongillo appeared on behalf of the Plaintiff. Joel W. Collins and Christian Stegmaier appeared on behalf of the Defendants.

Based upon the evidence, the law, the arguments of counsel, and the entire record before me, **I HEREBY FIND AND RULE** as follows:

1. Plaintiff's Motion to Compel Arbitration is **GRANTED.**
2. Defendants' Motion to Dismiss the Complaint is **DENIED.**

3. I find that the arbitration clauses in Defendant Midlands Gastroenterology, PC Shareholder's Agreement and the Operating Agreement of April 23, 2003 for Midlands Gastroenterology, LLC both executed and adopted by the parties herein on June 30, 2011, are both valid and enforceable on the parties, and therefore, requires that the parties arbitrate all remaining issues in dispute between them after the May 31, 2014 purchase by Defendant Minhas

of Plaintiff Parmar's interests in Midlands Gastroenterology, PC and Midlands Endoscopy Center, LLC.

4. I further find that the arbitration clauses in Defendant Midlands Endoscopy Center, LLC's "Operating Agreement", which are expressly incorporated in the Agreements of the Sale of a Limited Liability Interest and sale of Shareholder Interests executed on June 30, 2011, are both valid and enforceable, and therefore requires that the parties arbitrate all of the remaining issues in dispute.

5. I further find that the following law is applicable to this matter:

A. The United States Supreme Court has held that arbitration clauses are separable from the contracts which they are embedded. *Prima Paint Corp. v. Flood & Conklin*, 388 U.S. 395, 87 S.Ct. 1801 (1967).

B. The Supreme Court of South Carolina adopted the *Prima Paint* reasoning that "a party cannot avoid arbitration through rescission of the entire contract when there is no independent challenge to the arbitration clause." *South Carolina Public Service Authority v. Great Western Coal, Inc.*, 312 S.C. 559, 437 S.E.2d 22 (1993).

C. Further, under South Carolina law, the general rule is that the duty to arbitrate under an arbitration clause in a contract survives termination for the contract. *Jackson Mills, Inc. v. BT Capital Corp.*, 312 S.C. 400, 440 S.E.2d 877 (1994).

6. Based on the law cited above, I further find that both of the aforementioned arbitration clauses survive the purported termination of the contracts in which they are imbedded.

7. Therefore, the Court orders that this action be stayed, and that the parties immediately arbitrate all remaining issues in dispute currently pending before the American Health Lawyers Association in case number 2648.

8. The Court further finds that the Arbitration Clause at issue provides that "Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by binding arbitration."

9. The Court finds that Defendant's counterclaims relate to and arise out of the parties Shareholder's Agreement and Operating Agreement and are thus subject to arbitration.

IT IS SO ORDERED!

The Honorable DeAndrea G. Benjamin

Columbia, South Carolina

July 22 2015

Rajinder Parmar, Plaintiff, vs. Balbir S. Minhas, Midlands Gastroenterology, PC, and Midlands Endoscopy Center, LLC, Defendants.	))))))))))))	AMERICAN HEALTH LAWYERS ASSOCIATION AHLA Arbitration Case No. 2648

ORDER NO. 7

Having heard and thoroughly considered all testimony, arguments and exhibits in the December 8-9, 2015 hearing, and all portions of the Record, I hereby order that:

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(A) Petitioner is awarded:

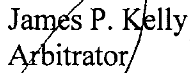
1. ½ of operating accounts $179,104.98
2. ½ of trailing accounts receivable: $78,463.50
3. 2013 MG variance: $53,000.00
4. 2014 MG variance: $29,000.00

(B) Petitioner is denied:

1. MEC Account Receivable differential (posted vs. actual collection): $7,225.50
2. 2012 and 2013 VA weekend: $8,900.00
3. Profit Sharing: $7,100.00
4. Prejudgment interest
5. the Nissan automobile; and

(C) Respondents' counterclaim(s) are denied.

SO ORDERED this 17th day of May 2016.



James P. Kelly
Arbitrator

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2014CP4006017

Rajinder Parmar

PLAINTIFF(S)

Balbir S Minhas
Midlands Gastroenterology PC

DEFENDANT(S)

Submitted by: ____________ | Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

☐ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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

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

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other ____________

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

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

ORDER INFORMATION

This order ☑ ends ☐ does not end the case.
Additional Information for the Clerk : Order Confirming Arbitration Award and Denying Respondents' Motion to Vacate. See attached order

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge [signature] **Judge Code** 2758 **Date** 2-27-17

For Clerk of Court Office Use Only order signed 2-16-17

This judgment was entered on the 2 day of Mar, 20 17 and a copy mailed first class or placed in the appropriate attorney's box on this 3 day of Mar, 20 17 to attorneys of record or to parties (when appearing pro se) as follows:

Eric Steven Bland
Scott Michael Mongillo
Ronald L. Richter Jr.
Caitlin Creswick Heyward

Joel W. Collins Jr.
Christian Stegmaier
James Emerson Smith Jr.
Meghan Hazelwood Hall
John S. Nichols

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter ____________

Clerk of Court Jeanette W. McBride

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SCRCP Form 4C (10/2011)

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Rajinder Parmar,

Applicant,

vs.

Balbir S. Minhas, Midlands Gastroenterology PC, and Midlands Endoscopy Center, LLC,

Respondents.

IN THE COURT OF COMMON PLEAS

FIFTH JUDICIAL CIRCUIT

Civil Action No.: 2014-CP-40-6017

ORDER CONFIRMING ARBITRATION AWARD AND DENYING RESPONDENTS' MOTION TO VACATE, OR IN THE ALTERNATIVE, MODIFY OR CORRECT ARBITRATION AWARD

This matter came before this Court for a hearing on November 29, 2016 pursuant to Applicant Rajinder Parmar's ("Parmar") Motion to Confirm the Arbitration Award and Respondents Balbir S. Minhas, Midlands Gastroenterology, PC and Midlands Endoscopy Center, LLC's (hereinafter collectively referred to as "Minhas") Motion to Vacate, or in the Alternative, Modify or Correct the Arbitration Award. Appearing on behalf of Minhas were Christian Stegmaier, Jr., John S. Nichols, and James E. Smith, Jr. Appearing on behalf of Parmar were E. Wade Mullins, III and Caitlin C. Heyward. Based on the record and arguments presented along with the briefs submitted by counsel, I make the following findings and conclusions.

BACKGROUND AND PROCEDURAL HISTORY

Dr. Parmar and Dr. Minhas each were 50% shareholders of Midlands Gastroenterology, PC (hereinafter referred to as "MG") and 50% members of Midlands Endoscopy Center, LLC (hereinafter referred to as "MEC"), as well as employees of each entity. Minhas was also managing shareholder and managing member of both entities. Parmar acquired his interests in MG and MEC on or about June 30, 2011. Parmar's purchase price was $50,000 for MG and

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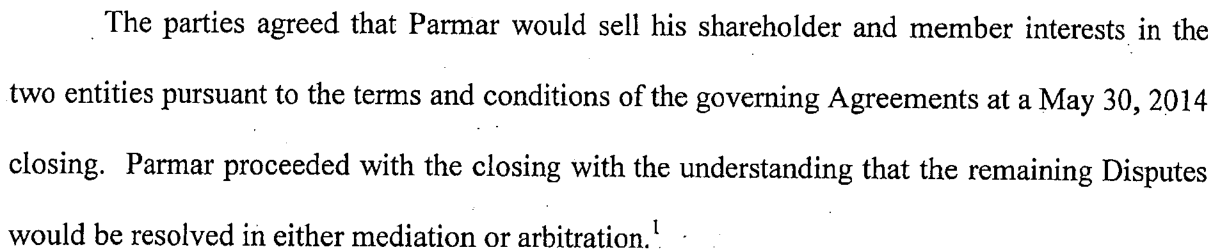
$300,000 for MEC. The purchase price did not include A/R or the cash on hand in the operating accounts existing at the time of Parmar's purchase.

After working together for just under three years, the parties' relationship dissolved. A dispute arose between Parmar and Minhas regarding their respective rights and obligations in MG and MEC. Both the ME Operating Agreement and the MG Shareholder Agreement ("the governing Agreements") mandate binding arbitration of "any controversy or claim arising out of or relating to" the Agreements. The parties disagreed as to the amount to be paid for Parmar's ownership interests and how much, if any, Parmar would be entitled to receive prior to the purchase date for outstanding accounts receivable for 2011-2014, cash on hand in the bank accounts for both entities, his retirement amounts, a Nissan Murano automobile and other matters ("the Disputes").



The parties agreed that Parmar would sell his shareholder and member interests in the two entities pursuant to the terms and conditions of the governing Agreements at a May 30, 2014 closing. Parmar proceeded with the closing with the understanding that the remaining Disputes would be resolved in either mediation or arbitration.[1]

On September 16, 2014, Parmar filed a Demand for Arbitration with the AHLA, asserting a cause of action for breach of contract and breach of fiduciary duty against Minhas. Parmar alleged that section 3.8(ii) of the MG agreement represented payments of ownership interest only

[1] The parties disagree as to whether they agreed to arbitrate the issues relating to the A/R and accounts receivable prior to the closing. Parmar contends that Minhas and his counsel expressly agreed via email to proceed with the closing and hold open the remaining Disputes, including entitlement to A/R and the operating accounts, to be resolved either at arbitration or mediation after the closing. Minhas contends that he never abandoned or conceded the position that Parmar was not entitled to any of the A/R or the operating accounts under the terms of the Agreements and did not agree to submit that matter to arbitration or mediation. Both parties submitted numerous emails, letters and other correspondence to support their conflicting positions. I find any agreement relating to arbitration prior to the closing is immaterial to my findings and conclusions.

and that upon the sale of his interest in the entities he would be entitled to his share of the accounts receivable, operating accounts and production variance as part of his regular compensation as an employee and performance as a physician for the entities. Parmar specifically plead that failure to pay such amounts gave rise to a breach of contract and breach of fiduciary duties.

Minhas declined to arbitrate the matter or accept service of the Demand. As a result, On September 30, 2014, Parmar filed a Declaratory Judgment Complaint and contemporaneous Motion to Compel Arbitration of the Disputes. On October 24, 2014, Minhas answered the Complaint and asserted various counterclaims against Parmar and filed a contemporaneous Motion to Dismiss the Complaint. In defending against the declaratory judgment action, Minhas argued that the parameters of the May 30, 2014 closing documents dealt with not only the sale of Parmar's interest in the two entities, but also all ancillary compensation matters contained in the Disputes.

On July 22, 2015, this Court issued an Order denying Minhas's Motion to Dismiss and granting Parmar's Motion to Compel Arbitration. The July 22, 2015 Order referred all remaining issues in dispute between the parties after the May 31, 2014 purchase by Minhas of Parmar's interests in MG and MEC to binding arbitration, including Minhas's counterclaims. The Order expressly identified the "remaining issues in dispute currently pending before the American Health Lawyers Association in case number 2648" as the matters to be arbitrated.

The Disputes were arbitrated before a single arbitrator, James P. Kelly, Esquire, on December 8 and December 9, 2015. The issues that were presented to and decided by the arbitrator were limited to those remaining issues that were ordered by the Trial Court to arbitration, which were raised in the Complaint, Demand for Arbitration and Counterclaim.

At the arbitration hearing, Parmar argued that the governing Agreements were ambiguous in that they did not address or define other compensation aspects of the buyout, particularly how the accounts receivables and cash on hand in the operating accounts were to be divided in the event of a buyout. Parmar maintained that he was entitled to at least half of those accounts. Parmar also claimed he was entitled to funds representing the variance in MG production for 2013-14. Parmar's claims for damages were detailed in a Pre-Hearing Brief outlining the basis for the claims and the source for such calculated amount.

After the proceedings concluded, Minhas requested the decision be issued in the form of an unreasoned award. The Arbitrator's Award was issued by Order dated May 17, 2016 in the amount of $339,568.48 in favor of Parmar. The arbitrator awarded Parmar ½ of operating accounts; ½ of trailing accounts receivable and MG production variance for 2013-14 for the total dollar amount sought by Parmar for those particular claims. The arbitrator denied several other claims asserted by Parmer and denied the counterclaims asserted by Minhas.

On June 1, 2016, Minhas filed a Motion to Correct the May 17, 2016 Order on the grounds that the Order contained typographical or computational errors. Parmar opposed the motion, asserting that the Motion to Correct went far beyond the rules (AHLA Rule 7.9) permitting the correction of scriveners errors, clerical errors or inadvertent mistakes and amounted to an attempt to have the arbitrator reconsider the exact arguments, evidence and testimony presented by Minhas in the hearing and rejected by the arbitrator in his award.

A hearing on Minhas's Motion to Correct was held by telephone conference on June 3, 2016. On June 10, 2016, Minhas submitted to the arbitrator a Reply to Parmar's Response to the Motion to Correct in further support of his Motion to Correct. In the Reply, Minhas argued that the arbitrator could modify or correct some or all of the award due to inadvertence if he

determined he misapprehended material facts. Notably, Minhas conceded in his Reply Brief that a denial of the Motion to Correct "demonstrates the arbitrator's calculations and ultimate disposition was the product of intentional decision making and free of computational error".

By Order dated June 21, 2016, Arbitrator Kelly denied Minhas's Motion to Correct. On June 27, 2016, Minhas filed an Objection to entry of the May 17, 2016 Award on the ground that it was untimely. Parmar filed a Response to the Objection on June 27, 2016. Minhas's Objection was denied by Order dated August 30, 2016. Minhas then petitioned the AHLA via email dated July 25, 2016, to void the proceedings and to remove and replace Arbitrator Kelly pursuant to AHLA Rule 4.5 on the basis that the Award was not delivered timely. On August 22, 2016, the AHLA issued a ruling denying Minhas' request to remove Arbitrator Kelly.

On August 12, 2016, Parmar filed a Motion to Confirm the Award and to Render the Arbitration Award to Judgment. On August 15, 2016, Minhas filed an Application to Vacate, or in the Alternative, Modify or Correct the Arbitration Award. On August 16, 2016, Minhas filed an Amended Application seeking to vacate or modify the Award on the identical grounds set forth in Minhas's previous Motion to Correct dated June 1, 2016.

On November 23, 2016, Parmar filed a Memorandum in Opposition to Minhas's Motion to Vacate or Modify the Award. On November 29, 2016, a hearing was held before this Court on Minhas's Motion to Vacate or Modify the Award. Both parties submitted supplemental post-hearing briefs.

For the reasons set forth herein, Minhas's Motion to Vacate or Modify the Award is DENIED and Parmar's Motion to confirm the May 17, 2016 Arbitration Award is hereby GRANTED.

DISCUSSION

I. MOTION TO VACATE

The South Carolina Uniform Arbitration Act sets forth the narrow circumstances in which a party may seek to vacate an arbitration award. The court may vacate the award only upon the establishment of one of the grounds set forth in South Carolina Code § 15-48-130, or the rarely applied non-statutory ground of "manifest disregard of the law."

"South Carolina has a strong policy favoring resolution of disputes through alternative dispute resolution, including arbitration." C-Sculptures, LLC v. Brown, 403 S.C. 53, 56, 742 S.E.2d 359 (2013). "Generally, an arbitration award is conclusive and courts will refuse to review the merits of the award." Id. As such, the standard for vacating an arbitration award is not easily overcome. An award will be vacated only under narrow, limited circumstances "when the arbitrator exceeds his or her powers and/or manifestly disregards or perversely misconstrues the law ...[F]or a court to vacate an arbitration award based upon an arbitrator's 'manifest disregard for the law,' the 'governing law ignored by the arbitrator must be well defined, explicit, and clearly applicable.'" Id. (quoting Gissel v. Hart, 382 S.C. 235, 241-42, 676 S.E.2d 320 (2009)).

In addressing the Court's policy of favoring arbitration and limiting judicial review, our Supreme Court has noted:

> [t]he fundamental premise upon which this policy is grounded is the laudable goal of providing 'a relatively quick and inexpensive resolution of contractual disputes by avoiding the expense and delay of extended court proceedings.' (Citations omitted). The primary function of arbitration is to serve as a substitute for and not a prelude to litigation.....The court's function in confirming or vacating an arbitration award is severely limited. If it were otherwise, the ostensible purpose for resort to arbitration, ie avoidance of litigation, would be frustrated....(Citations omitted).

> Indeed, '[b]road judicial review on the merits would render resort to arbitration wasteful and superfluous....' (Citations omitted).

Trident Technical College v. Lucas and Stubb, Ltd., 283 S.C. 98, 333 S.E.2d 781 (1985).[2]

A. Authority to Issue the Award

Minhas argued the Award must be vacated because the arbitrator "exceeded his authority" to issue the Award pursuant to S.C. Code Ann. § 15-48-130(a)(3) because (1) the relief granted by the arbitrator was not authorized and (2) the Award was issued untimely.

The South Carolina Uniform Arbitration Act provides the court shall vacate an award where "the arbitrators exceeded their powers." S.C. Code Ann. §15-48-130. It is well settled in South Carolina that "the question of whether arbitrators have exceeded their powers relates to the arbitrability of the issue they have attempted to resolve. Arbitrators exceed their powers only if the issue resolved by them is not within the scope of the agreement to arbitrate. Conversely, if an issue resolved by arbitrators is within the scope of the arbitration agreement, the statutory language does not require the Court to review the merits of their decision." Batten v. Howell, 300 S.C. 545, 548, 389 S.E.2d 170, 1990 S.C. App. LEXIS 7 (S.C. Ct. App. 1990). A party may not attempt to relitigate the merits of the arbitrator's resolution of the arbitrable issues under the guise of questioning the arbitrators' power. Trident Technical College v. Lucas & Stubbs, Ltd., 286 S.C. 98, 107, 333 S.E.2d 781 (1985).

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i. Relief Awarded

Minhas argued the relief awarded, which included one half of the accounts receivable and cash in the operating accounts at the time of separation, was contrary to the authority granted him in the Agreements and in manifest disregard of the contractual requirements as set forth in

[2] Trident Tech considers arbitration in the context of the Federal Arbitration Act, which advances the same theory and policy favoring arbitration and limiting judicial review.

Section 3.8(ii) of the MG Agreement. According to Minhas, the Agreements are clear and unambiguous as to what Parmar is entitled to upon separation and the arbitrator improperly "blue penciled" the Agreements to award relief not contemplated by its terms. Therefore, the arbitrator exceeded his authority when he awarded Parmar those accounts.

In contrast, Parmar argued that his entitlement to the accounts receivable and operating accounts was the very issue to be resolved by the Arbitrator, was squarely within the scope of the arbitration agreement, and was precisely what was referred to arbitration by this Court. Parmar argued the Agreements are ambiguous by omission as to the accounts receivable and operating accounts. Parmar argued section 3.8(ii) addresses payments for the ownership interest only and the parties contemplated Parmar would also be entitled to his share of the accounts receivable and cash on hand upon withdrawal. Because the parties disagreed as to whether the Agreements were clear or ambiguous as to Parmar's ancillary compensation at the time of separation, Parmar argued that issue did in fact "arise out of or relate to" the implied terms of the MG Agreement. Therefore, it was subject to arbitration.

In support of his position, Minhas relied in part on Grover v. Universal Underwriters Ins. Co., 80 N.J. 221, 403 A.2d 448 (1979). Grover involved a dispute over UM coverage and the definition of "uninsured highway vehicle". In that case, an insured motorcyclist was run off the road by a vehicle that was travelling in the wrong direction, causing the insured to lose control and throwing him from his motorcycle. Id. The policy required the award be based on a factual finding corroborated by competent evidence other than the testimony of the insured to trigger coverage where the vehicle causing the accident did not make physical contact with the insured. Id. at 225-226. The arbitrator found in favor of coverage even though the only evidence presented at the arbitration hearing was the insured's own description of how the accident

occurred. The Grover court first determined that the parties agreed to consider the coverage issue and thus it was "arbitrable". Id. The court nevertheless vacated the award because the arbitrator "imperfectly executed his power" and "was not free to disregard the contractual requirements of corroboration and competence." Id. at 231.

Importantly, Grover was decided pursuant to the New Jersey Arbitration Act, which varies significantly from the South Carolina Uniform Arbitration Act in that an award may be vacated "where the arbitrators exceeded *or so imperfectly executed their powers*." N.J.S.A. 2A:24-8(d) (emphasis added). In New Jersey, "imperfect execution" amounts to an arbitrator's mistake of law or fact, which deviates from the clear law in South Carolina. Under South Carolina law, it is well established that where an arbitrator resolves the very issue presented to him, he does not exceed their powers, even assuming factual and legal errors. Pittman Mortg. Co. v. Edwards, 327 S.C. 72, 488 S.E.2d 335 (1997). Moreover, the South Carolina Uniform Arbitration Act goes so far as to explicitly provide that "the fact that the relief was such that it could not or would not be granted by a court of law or equity is not a ground for vacating or refusing to confirm the award." S.C. Code Ann. § 15-48-30(a). Therefore, Grover is distinguishable and not applicable to the issue of arbitrability before this Court.

While Minhas disagrees with the arbitrator's interpretation and application of the Agreements, the issue as it relates to S.C. Code Ann. § 15-48-130(a)(3) is limited to whether the matters before the arbitrator were subject to arbitration. I find the arbitrability of the Disputes arises out of the governing Agreements. The parties agreed to arbitrate "any controversy or claim arising out of or relating to" the Agreements. *See* MG Agreement Section 8.11 and MEC Agreement Section 12.6. The parties' dispute as to the interpretation of the buyout terms of the Agreements clearly arises out of and relates to the Agreements themselves.

The arbitrable issues were specifically raised by Parmar in the Demand for Arbitration filed with the AHLA. In the Demand, Parmar asserted a cause of action for breach of contract and breach of fiduciary duties. Parmar alleged that the payments under section 3.8(ii) represented payments for ownership interest only and that upon that sale and separation of the owners, Parmar would be entitled to his distributional share of any surplus cash as well as to be compensated for his outstanding accounts receivable as a part of his regular compensation as an employee and production interests incidental to his performance as a physician in the entities. Parmar specifically plead that failure to pay such amounts gave rise to breach of contract and breach of fiduciary duties.

To further crystalize the issues to be arbitrated, the Declaratory Judgment Complaint[3] and contemporaneous Motion to Compel Arbitration filed by Parmar seeking arbitration of the Disputes clearly relates to Parmar's entitlement to the bank accounts, accounts receivable and production variances. Indeed, Parmar alleged "the parties disagreed as to the amount to be paid for Parmar's ownership interests and how much, if any, Parmar would be entitled to receive prior to the purchase date for outstanding accounts receivable for 2011 and 2014, cash on hand in the bank accounts for both entities, his retirement account amounts, a Nissan Murano automobile and other matters ('the Disputes')." (Compl. ¶12).

By Order dated July 22, 2015, this Court referred to arbitration all claims that relate to and arise out of the parties' Shareholder's Agreement and Operating Agreement. In her Order,

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[3] Describing the Disputes in his Complaint, Parmar alleged "there exists a justiciable controversy between the parties regarding the construction, interpretation and enforcement of the written Agreements at issue and written agreements and representations made between counsel on behalf of their clients and judicial determination is necessary to determine whether the parties must arbitrate" and requested this Court "construe, analyze, and determine the enforceability of [the] Agreements' arbitration provisions and their rights and obligations under South Carolina law and to compel the matters which are in dispute into binding arbitration." (Complaint ¶¶26-28).

Judge Benjamin found the arbitration clauses in the MG and MEC Agreements "are both valid and enforceable on the parties, and therefore, *requires that the parties arbitrate all remaining issues in dispute between them after the May 31, 2014 purchase* by Defendant Minhas of Plaintiff Parmar's interests in Midlands Gastroenterology, PC and Midlands Endoscopy Center, LLC." (Emphasis added). Significantly, Judge Benjamin ordered "the parties immediately arbitrate *all remaining issues in dispute currently pending before the American Health Lawyers Association in case number 2648*".[4] (Emphasis added). Those issues in dispute that were currently pending before the AHLA undeniably encompassed the issues of entitlement to the accounts receivable and cash on hand.

By order of Judge Benjamin, the Disputes, including the disputes related to the accounts receivable and operating accounts, were subject to arbitration pursuant to the terms of the Agreements. I find Judge Benjamin referred the Disputes and the issues of entitlement to the accounts receivables and operating accounts to arbitration by her Order dated July 22, 2015. I find the arbitrator did not exceed his authority by granting the relief issued in the Award, including ½ of the operating accounts and ½ of the accounts receivable. I further find the arbitrator did not make a determination or issue any relief that was outside the scope of the matters that were compelled to arbitration by this Court. As stated previously, where an arbitrator resolves the very issue presented to him, he has not exceeded his powers, even assuming factual and legal errors. Pittman Mortg. Co. v. Edwards, 327 S.C. 72, 488 S.E.2d 335, 1997 S.C. LEXIS 131 (S.C. 1997). For these reasons, Minhas's Motion to Vacate on the basis that the arbitrator exceed his authority pursuant to S.C. Code Ann. § 15-48-130(a)(3) is DENIED.

ii. Timeliness of Award

[4] AHLA case number 2648 referenced in the Order Compelling Arbitration corresponds with the case number assigned to Parmar's Demand.

Minhas argued the Award must be vacated because it was issued untimely. The AHLA Rules governing the Arbitration Proceedings require a final award be issued within 8 months of the appointment of the Arbitrator (AHLA Rule 4.3) and within 30 days of the arbitration hearing (AHLA Rule 7.1) absent an agreement by the parties for an extension of time. However, South Carolina's Arbitration Act contains the additional requirement that a party must object to the timeliness of the award prior to the delivery of the award or the objection is waived.

> An award shall be made within the time fixed therefor[e] by the agreement or, if not so fixed, within such time as the court orders on application of a party. The parties may extend the time in writing either before or after the expiration thereof. ***A party waives the objection that an award was not made within the time required unless he notifies the arbitrators of his objection prior to the delivery of the award to him.***

S.C. Code Ann. §15-48-90(b) (emphasis added).

The arbitrator was appointed on August 20, 2015, and the arbitration hearing was held on December 8-9, 2015. The Arbitration Award was issued on May 17, 2016. Minhas argued the arbitrator was divested of jurisdiction because he did not issue the Award on or before January 21, 2016 (30 days after the arbitration hearing) or April 20, 2016 (8 months after his appointment). However, Minhas did not object to the untimeliness of the Award until June 27, 2016, after it was issued.

I find the arbitrator did not exceed his powers within the meaning of S.C. Code Ann. § 15-48-130(a)(3) when he failed to issue a timely award. Procedural untimeliness of an award does not relate to the arbitrability of the issues before the arbitrator. The arbitrator had the authority to enter the Award pursuant to the controlling arbitration clause and this Court's Order compelling arbitration. To vacate the award due to a ministerial or administrative error would

unfairly prejudice Parmar, who incurred substantial time and expense to participate in the proceedings with no control over the arbitrator's timing of the Award.

Furthermore, I find Minhas waived any right to contest the timeliness of Award and cannot now assert it as a basis to vacate it. S.C. Code Ann. §15-48-90(b); See e.g. Success Vill. Apts., Inc. v. Amalgamated Local 376, Int'l Union UAW, 380 F. Supp. 2d 95, 2005 U.S. Dist. LEXIS 15896, 177 L.R.R.M. 3148 (D. Conn. 2005) (holding that despite a set of state regulations requiring issuance of arbitration awards on a specific timetable, there was no basis to set aside an arbitration award where "plaintiff has made no showing that it objected to the delay prior to the issuance of the award."); See also Samuel Estreicher & Steven C. Bennett, *Untimely Arbitration Awards*, 235 N. J. L. J. 59 (2006) ("[T]he weight of modern authority is that untimeliness of an award is typically not fatal to enforceability of an award"). While Minhas acknowledged he was "disappointed" with the delay, I find Minhas did not notify the arbitrator of his objection prior to the delivery of the May 17, 2015 Award. It was only after the Award and when Minhas realized he did not prevail on the merits of the arbitration that Minhas first argued the Arbitrator was divested of jurisdiction.[5] For these reasons, Minhas's Motion to Vacate on the basis that the Award was issued untimely is DENIED.

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B. Manifest Disregard of the Law

[5] The Award was issued on May 17, 2016. Minhas filed a Motion to Correct the Award on June 1, 2016, in which he failed to assert the issue regarding the timeliness of the Award. Minhas's Motion to Correct was denied by Order dated June 21, 2016. Six days after Minhas's Motion to Correct was denied and more than one month after the Award was delivered, Minhas filed an Objection to the May 17, 2016 Order on June 27, 2016, raising the timeliness issue for the first time.

While Minhas cited S.C. Code Ann. § 15-48-130(a)(3) as the basis for his arguments to vacate the Award, Minhas suggested the arbitrator misapplied, misunderstood or misread the terms of the MG Agreement and the MEC Agreement regarding the transfer of shares and compensation. Minhas also argued that the arbitrator awarded relief in "manifest disregard" of the express terms of the contract.[6] As noted previously, misapplication and manifest disregard of the terms of the Agreements does not relate to the arbitrator's authority to issue the Award.

However, parties are not without recourse if an arbitrator manifestly disregards the law. "The court may vacate the award only upon the establishment of one of the grounds set forth in section 15-48-130, or the rarely applied non-statutory ground of 'manifest disregard or perverse misconstruction of the law.'" Swentor v. Swentor, 336 S.C. 472, 520 S.E.2d 330 (Ct. App. 1999 (quoting Trident Technical College v. Lucas & Stubbs, Ltd., 286 S.C. 98, 108, 333 S.E.2d 781 (1985)).

The standard to vacate an award on the basis of manifest disregard is not a *de novo* review of the underlying arbitration proceedings, rather it requires an intentional defiance of a clear and undeniable contract provision or applicable law. Misapplication or misinterpretation of a provision is not sufficient to overturn an award. "[The South Carolina Supreme Court] has held that for a court to vacate an arbitration award based upon an arbitrator's 'manifest disregard for

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[6] At the November 29, 2016 hearing on Minhas's Motion to Vacate the Award, counsel for Minhas expressly represented to this Court that Minhas does not seek to vacate the Award on the basis of the common law ground of "manifest disregard of the law." Likewise, Minhas did not cite the common law ground as a basis for his Motion in his Application to Vacate the Award, Amended Application to Vacate the Award or his post-hearing brief. Rather, Minhas clarified for this Court that his arguments referencing manifest disregard of the law or manifest disregard of the express terms of the Agreements related solely to whether the arbitrator exceeded his power pursuant to S.C. Code Ann. §15-48-130(a)(3). Therefore, I find Minhas waived any argument as to whether the Award may be vacated pursuant to the common law ground of "manifest disregard of the law." Nevertheless, for the purpose of completeness and for the reasons stated herein, I find there are insufficient facts and evidence before the Court to justify a finding that the arbitrator manifestly disregarded the law or the terms of the Agreements.

the law,' the 'governing law ignored by the arbitrator must be well defined, explicit, and clearly applicable.' Indeed, 'an arbitrator's manifest disregard of the law,' as a basis for vacating an arbitration award occurs when the arbitrator knew of a governing legal principle yet refused to apply it." C-Sculptures v. Brown, 403 S.C. 53, 742 S.E.2d 359 (2013) (quoting Gissel v. Hart, 382 S.C. 235, 241-42, 676 S.E.2d 320 (2009)). "The focus is on the conduct of the arbitrator and presupposes something beyond mere error in construing or applying the law....Factual and legal errors by arbitrators do not constitute an abuse of powers, and a court is not required to review the merits of a decision so long as the arbitrators do not exceed their powers." (Gissel, 382 S.C. at 232, 323-24). "Even a clearly erroneous interpretation of the contract cannot be disturbed." Lauro v. Vinapuu, 351 S.C. 507, 519, 570 S.E.2d 551 (Ct. App. 2002) (quoting Trident Technical College v. Lucas & Stubbs, Ltd., 286, S.C. 98, 108, 333 S.E.2d 781 (1985)).

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The primary issue before the arbitrator was whether Parmar was entitled to a portion of the bank accounts and accounts receivable and the MG production variance under the terms of the MEC and MG Agreements. The parties vigorously debated these issues before the arbitrator at a two-day hearing on the merits and in numerous briefs submitted to the arbitrator. Multiple witnesses testified that while the agreements addressed the sale of the ownership (shares and membership interest), the agreements were silent and ambiguous as to compensation and particularly the issue of accounts receivables and cash on hand. Moreover, there was ample testimony that in connection with a buyout of this nature one would expect to implement some measure of compensation to account for A/R and cash on hand. The arbitrator issued his award based upon the testimony offered by both parties and the evidence before him. In fact, On June 1, 2016, Minhas filed a Motion to Correct the May 17, 2016 Award on the identical grounds for which Minhas now seeks to vacate the Arbitration Award. A hearing was held on Minhas's

Motion to Correct on June 3, 2016, and Minhas's Motion was ultimately denied by Order dated June 21, 2016.

I find the parties' detailed presentation of these complex issues demonstrates the arbitrator did not disregard well-defined, explicit, and clearly applicable law in rendering his decision. Whether the arbitrator manifestly disregarded the law is not an invitation to review the merits of the underlying arbitration. Without parsing the arbitrator's mental pathway, there is no basis to conclude that the arbitrator committed a substantial error. I find there is no evidence before the Court that the arbitrator knew the applicable law and chose to disregard it. Whether the arbitrator correctly or incorrectly applied the law to the facts and evidence before him is not before this Court. Nevertheless, even assuming the arbitrator erroneously applied the law and misinterpreted the Agreements, that alone does not overcome the burden of proof necessary to justify vacating the Award. See Gissel v. Hart, 382 S.C. 235, 676 S.E.2d 320 (2009). I find the arbitrator did not manifestly disregard the law or manifestly disregard the terms of the Agreements when he issued the Award.

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C. Corruption, Fraud or Other Undue Means

Finally, Minhas contends the award must be vacated pursuant to S.C. Code Ann. § 15-38-130(a)(1) because "the Arbitrator's decision was procured by undue and unreasoned means." [7] I find there is insufficient evidence of corruption, fraud or undue means to overcome the exceptional burden of proof required to vacate the Award.

An award shall be vacated if it is "procured by corruption, fraud or other undue means." S.C. Code Ann. § 15-38-130(a)(1). "[T]he phrase 'corruption, fraud, or undue means' has been

[7] To the extent Minhas is challenging the award as an unreasoned award, this Court notes Minhas requested that the award **not** be a reasoned award prior to the arbitrator's issuance of the unreasoned arbitration award. Nonetheless, the fact that an award is unreasoned is not applicable to the Court's analysis regarding fraud, corruption and undue means.

construed by the court to proscribe affirmative misconduct by the parties, such as perjury or subornation of perjury.'" Trident Technical College, 286 S.C. at 104, 333 S.E.2d at 787. A party's manifest disregard of the facts and the law is insufficient to constitute "undue means" absent a finding of bad faith, fraud or corruption. Id.; See also General Constr. Co. v. Hering Realty, 201 F. Supp. 487, 491 (D.S.C. 1962) (a party seeking to upset an arbitration award carries heavy burden to make it abundantly clear that award was obtained through undue means).

Minhas argued the Award must be vacated pursuant to S.C. Code Ann. § 15-38-130(a)(1) because:

> [Parmar's] trial counsel misrepresented [the] provisions of Midlands Gastroenterology, P.C. Agreement ("the MG Agreement"), assembled and comingled Midlands Gastroenterology, P.C. and Midlands Gastroenterology Center, LLC bank accounts and accounts receivable, and referenced various cases including a prior MG, LLC dispute during the December 8-9, 2015, arbitration hearing as a basis for an inappropriate argument that Dr. Minhas is a litigious person who is unable to get along with his partners.

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(Amended App. to Vacate, p. 4).

I find the allegations are unsupported by the record before the Court. I further find the allegations do not constitute corruption, fraud or undue means within the meaning of § 15-38-130(a)(1).

As to the first and second allegations, it is clear that Minhas disagreed with Parmar's characterization of the compensation and buy out terms of the MG Agreement as presented at the arbitration hearing, the interpretation of which was the very issue in dispute to be decided by the arbitrator. Moreover, it appears that Minhas is challenging Parmar's method of grouping its damages presentation as support of Parmar pursuing its claims through "undue means." The MG Agreement was admitted into evidence in its entirety at the arbitration hearing, discussed and referred to numerous times in direct and cross examination of many witnesses, and, ultimately,

independently reviewed by the arbitrator. Therefore, the arbitrator did not blindly accept Parmar's characterization of its terms.

Parmar's advocacy of his position does not amount to a "misrepresentation" simply because it did not align with Minhas's interpretation of the MG Agreement. Indeed, the parties' contradicting positions are the very reason this action exists. Both parties argued and briefed their respective positions at length before and after the arbitration hearing. The arbitrator read the MG Agreement, heard testimony of the parties and fact and expert witnesses over the course of a two-day hearing, and considered the evidence presented by both sides as well as the oral and written arguments submitted by both parties. It was only after a thorough presentation of the issues by both parties that the arbitrator issued the Award. In addition, Minhas failed to identify for the Court the provisions of the MG agreement Parmar allegedly "misrepresented" to the arbitrator. Even assuming Parmar "misrepresented" a provision of the MG agreement that was material to the arbitration, there is no evidence before the Court that the arbitrator relied on the alleged misrepresentation simply because he ruled in favor of Parmar.

As to Minhas's third allegation, I find the cross examination of Dr. Minhas by Parmar's counsel relating to Dr. Minhas's background, familiarity with litigation and his history of litigation with former business partners does not constitute perjury, fraud, bad faith or corruption necessary for a finding of undue means. I further find there is no evidence in the record that the questions on cross-examination improperly influenced the arbitrator in this case. An arbitrator's determination in favor of an adverse party alone is not evidence of improper influence.

Solicitation of a party's litigation history on cross-examination is not only proper but to be expected. The scope of the testimony solicited was limited to acknowledgment that such litigation existed, which is a matter of public record, and did not seek to require divulging any

confidential information. Such evidence was appropriately before for the arbitrator pursuant to Rule 401, SCRE and AHLA Rule 4.12, which affords arbitrators wide latitude and deference to consider the evidence offered.[8] The arbitrator acted within his discretion when he allowed that line of questioning.

Based on the foregoing, I find there is insufficient evidence of corruption, fraud or other undue means before the Court to warrant vacating the Arbitration Award pursuant to S.C. Code Ann. § 15-38-130(a)(1). Minhas's Motion to Vacate the Award on the ground of corruption, fraud, or undue means pursuant to S.C. Code Ann. § 15-38-130(a)(1) is DENIED.

II. MOTION TO CORRECT OR MODIFY THE AWARD

In the alternative to his Motion to Vacate, Minhas moved this Court to correct or modify the Award on the basis that:

(1) Section 8.1(A) of the MEC Agreement prohibits distribution of funds to its shareholders without reserving four (4) months of operating expenses in the operating account;

(2) Section 3.8(ii) of the MG Agreement does not entitle Parmar to ½ of the operating accounts or accounts receivable;

(3) payment of 50% of the operating accounts to Parmar is duplicative of the 4% interest already paid to him at the closing;

(4) the arbitrator inappropriately combined the accounts receivable and operating accounts of MG and MEC because the two entities have different compensation formulas;

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[8] AHLA Rule 4.12 provides in relevant part: "The arbitrator shall be the sole judge of the duplicative nature, relevance and materiality of the evidence offered. Conformity to legal rules of evidence shall not be necessary."

(5) the Award does not consider accounts payable;

(6) the shareholder compensation variance awarded did not account for 50% overhead; and,

(7) the arbitrator should have deducted the ½ of accounting fees from the amounts awarded to Parmar.

The South Carolina Uniform Arbitration Act § 15-38-140(a)(1) permits modification of an award where there is an "evident miscalculation of figures or an evident mistake in the description of any person, thing or property referred to in the award." While not explicitly defined within the statute or by the courts, "evident miscalculation of figures" is commonly defined as "mathematical errors committed by arbitrators which would be patently clear" in jurisdictions with identical statutes. The use of an incorrect formula to determine the award is not an "evident miscalculation of figures." See e.g. Carolina Virginia Fashion Exhibitors, Inc. v. Gunter, 41 N.C. App. 407, 413, 255 S.E.2d 414 (1979); Dadak v. Commerce Ins. Co., 53 Mass App. Ct. 302, 758 N.E.2d 1083 (2001). Arbitrators need not specify their reasoning or the basis for the award as long as the factual inferences and legal conclusions supporting the award are barely colorable. Mills v. William Clarke Jeep Eagle, 321 S.C. 150, 153, 467 S.E.2d 268 (Ct. App. 1996) (citing Renaissance Enters., Inc. v. Ocean Resorts, Inc., 310 S.C. 395, 426 S.E.2d 821 (Ct. App. 1992). If the grounds for the award can be inferred from the facts, the award should be confirmed.

All of the grounds Minhas cites in support of his Motion to Modify or Correct the Award directly relate to the merits of the controversy before the arbitrator or the formula the arbitrator chose to apply when issuing the Award. Importantly, Paragraph 37 of Parmar's Pre-Hearing Brief outlines in detail exactly the relief sought in the arbitration proceedings, which is mirrored

identically in the Arbitration Award, except that the arbitrator denied Parmar's request for MEC AR 2011 buy-in reimbursement, profit sharing, and prejudgment interest. While it is clear the arbitrator did not calculate the Award in accordance with Minhas's own view of the merits of the controversy, this does not constitute a "miscalculation" as contemplated by the South Carolina Uniform Arbitration Act. Even an erroneous decision on the merits does not constitute an evident miscalculation of figures to warrant a modification of the Award.

It is clear from the record that the Award was a result of the conscious decision of Arbitrator Kelly and was not inadvertent error. On June 1, 2016, Minhas filed a Motion to Correct the Award for the identical reasons set forth in Minhas' Motion to Vacate. Parmar replied to Minhas's Motion by emails dated June 1 and June 2, 2016. On June 3, 2106, a hearing was held by telephone on Minhas's Motion to Correct. On June 10, 2016, Minhas submitted a memo in reply to Parmar's response. In his Reply, Minhas conceded that "[a] grant in whole or part of Respondents' motion to correct [evidences] that some or the entire award was due to inadvertent mistake. *A denial of the motion demonstrates the arbitrator's calculations and ultimate disposition was the product of intentional decision making and free of computational error*." (emphasis added).

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Finally, "[a]fter careful consideration of the parties' briefs, emails, arguments at the June 3, 2016 hearing, and careful review of Order No. 7.," the arbitrator denied Respondents' Motion to Correct. (Order Denying Motion to Correct, June 21, 2016). All of this evidences purposeful, clear and decisive action on the part of the arbitrator to enter the Award as written. Arbitrator Kelly was aware of and explicitly rejected the very same arguments Minhas now presents to this Court for a third time. At a bare minimum, there is a colorable inference that the arbitrator considered the facts surrounding the "buy-in" and Minhas' claiming ownership of A/R and cash

on hand at that time, the course of dealing in terms of compensation and distribution of A/R and cash on hand during the years of joint ownership as well as the evidence concerning calculations requested by Minhas at the time of "buy-out" and determined that it was the parties intent that Parmar would receive 50% of the A/R and cash in the operating accounts along with the variance in MG production at the time of separation.

Whether the arbitrator misinterpreted the evidence is irrelevant to whether there is an evident miscalculation of figures. Minhas based his Application to Vacate the Award in part on the argument that "§3.8(ii) of the Midlands Gastroenterology agreement does not entitle [Parmar] 50% of operating accounts and/or accounts receivables." (Amended App. to Vacate, p. 11). That agreement was deemed ambiguous as to compensation with regard to accounts receivables and operating accounts, and the arbitrator necessarily found in favor of Parmar on the merits of that issue when he awarded him half of those accounts.

The standard required to modify an arbitration award is inadvertent error or mistake by the arbitrator. Section 15-38-140 is not an avenue for litigants to persuade courts to review the evidence and then reach a different result because it might be interpreted differently. Such an interpretation would completely frustrate the underlying purposes of the arbitration process. Based on the foregoing, I find the Award does not contain any inadvertent mistakes, errors, miscalculations or computational errors. I further find the arbitrator consciously declined to use Minhas's accounting method to calculate the accounts receivable and operating accounts. Minhas's Motion to Modify the Award pursuant to S.C. Code Ann. §15-38-40 is Denied.

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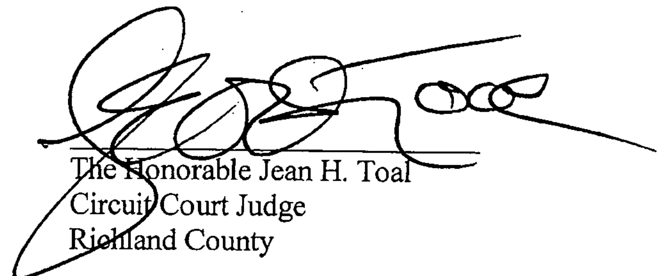
CONCLUSION

Having denied the Motion to Vacate the Award, the Award is confirmed. Therefore, it is ordered that the Arbitration Award be, and it hereby is, confirmed, and pre-judgment interest is

assessed in favor of Respondent. It is further ordered that the Clerk of Court of Richland County be authorized and directed to enter judgment against Balbir S. Minhas, Midlands Gastroenterology, PC and Midlands Endoscopy Center, LLC, in the amount of $339,568.48, plus pre-judgment interest[9] at a rate of 8.75% per annum from the date of the Arbitrator's Award dated May 17, 2016 to February 16, 2017 in the amount of $22,385.94 for a total judgment of $361,954.42.

AND IT IS SO ORDERED.

February 16, 2017



The Honorable Jean H. Toal
Circuit Court Judge
Richland County

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[9] In a similar case to the present dispute, *Fatigues, Inc. v. Varat Enters*, 813 F. Supp. 1336 (N.D. Ill. 1992) considered the issue of the award of pre-judgment interest from the date of the arbitrator's award. It is a U.S. District Court, Illinois District, case but applies South Carolina law and S.C. Code Ann. 34-31-20(A) in concluding that pre-judgment interest was appropriate. Parmar sought pre-judgment interest in his motion and maintains it is appropriate.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2014CP4006017

RECEIVED
APR 20 2017
SC Court of Appeals

Rajinder Parmar
PLAINTIFF(S)

Balbir S Minhas
Midlands Gastroenterology PC
DEFENDANT(S)

Submitted by: ______________

Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

☐ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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

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

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other ______

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

2017 MAR 17 AM 11:52 RICHLAND CO. FILED

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

ORDER INFORMATION

This order ☑ ends ☐ does not end the case. Respondents Minhas, Midlands
Additional Information for the Clerk : Gastroenterology, P.C. & Midlands*

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

Circuit Court Judge [signature] Judge Code 2758 Date 3-16-17

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of ______, 20 ____ and a copy mailed first class or placed in the appropriate attorney's box on this 20 day of Mar, 20 17 to attorneys of record or to parties (when appearing pro se) as follows:

Eric Steven Bland
Scott Michael Mongillo
Ronald L. Richter Jr.
Caitlin Creswick Heyward

Joel W. Collins Jr.
Christian Stegmaier
James Emerson Smith Jr.
Meghan Hazelwood Hall
John S. Nichols

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter ______

Clerk of Court Jeanette W. McBride

* Endoscopy Center LLC's Motion for Reconsideration and to alter or amend Judgment Denied

SCRCP Form 4C (10/2011)