RECEIVED
JAN 02 2018
S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM HORRY COUNTY
Steven H. John, Circuit Court Judge

Appellate Case No. 2016-000864
Op. No. 2016-UP-052
(S.C. Ct. App. filed February 3, 2016)

Randall M. Green and Ann Green, ... Respondents-Petitioners,

v.

Wayne B. Bauerle, M.D. and
Wayne B. Bauerle, M.D., P.C., ... Petitioners-Respondents.

REPLY BRIEF OF PETITIONERS-RESPONDENTS

Andrew F. Lindemann
DAVIDSON & LINDEMANN, P.A.
1611 Devonshire Drive
Post Office Box 8568
Columbia, South Carolina 29202
(803) 806-8222

John B. McCutcheon, Jr.
Lisa A. Thomas
THOMPSON & HENRY, P.A.
1300 Second Avenue - Third Floor
Post Office Box 1740
Conway, South Carolina 29528
(843) 248-5741

Counsel for Petitioners-Respondents

TABLE OF CONTENTS

Table of Authorities ii

Argument 1

I. The trial court erred in failing to find the rule of law from *Graham v. Whitaker* was applicable and in failing to find that the at-fault driver was legally liable for all of the damages awarded by the jury against Dr. Bauerle, including the spinal paralysis, the consequential damages and the loss of consortium. 1

II. The trial court erred in denying a set-off even in part to Dr. Bauerle for the amounts paid to the Greens by the at-fault driver in settlement of the negligence and loss of consortium claims. 11

Conclusion 15

TABLE OF AUTHORITIES

Cases

Bessinger v. DeLoach,
230 S.C. 1, 94 S.E.2d 3 (1956). 1

Ellis v. Oliver,
335 S.C. 106, 515 S.E.2d 268 (Ct. App. 1999). 6

Fairchild v. South Carolina Department of Transportation,
398 S.C. 90, 727 S.E.2d 407 (2012). 1

Fairchild v. South Carolina Department of Transportation,
385 S.C. 344, 683 S.E.2d 818 (Ct. App. 2009). 1

Graham v. Whitaker,
282 S.C. 393, 321 S.E.2d 40 (1984). .... passim

Hough v. Hough,
312 S.C. 344, 440 S.E.2d 387 (Ct. App. 1994). 3

Hucks v. Oakland Wings, LLC,
Op. No. 5500 (S.C. Ct. App. 2017). 4, 12

Keeter v. Alpine Towers International, Inc.,
399 S.C. 179, 730 S.E.2d 890 (Ct. App. 2012). 10

McKnight v. South Carolina Department of Corrections,
385 S.C. 380, 684 S.E.2d 566 (Ct. App. 2009). 7, 10

Riley v. Ford Motor Co.,
414 S.C. 185, 777 S.E.2d 824 (2015). 12, 13

Roberts v. Roberts,
296 S.C. 93, 370 S.E.2d 881 (Ct. App. 1988). 3

Roberts v. Roberts,
299 S.C. 315, 384 S.E.2d 719 (1989). 3

Smalls v. South Carolina Department of Education,
339 S.C. 208, 528 S.E.2d 682 (Ct. App. 2000). 13

Smith v. Widener,
397 S.C. 468, 724 S.E.2d 188 (Ct. App. 2012). 5, 6

Stanley Smith & Sons, Inc. v. D.M.R. Inc.,
307 S.C. 413, 415 S.E.2d 428 (Ct. App. 1992). 3

Truesdale v. South Carolina Highway Dept.,
264 S.C. 221, 213 S.E.2d 740 (1975). 12

Vortex Sports & Entertainment, Inc. v. Ware,
378 S.C. 197, 662 S.E.2d 444 (Ct. App. 2008). 5

Welch v. Epstein,
342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000). 13

Statutes and Rules

S.C. Code Ann. § 15-38-50. .... passim

ARGUMENTS

I. The trial court erred in failing to find the rule of law from *Graham v. Whitaker* was applicable and in failing to find that the at-fault driver was legally liable for all of the damages awarded by the jury against Dr. Bauerle, including the spinal paralysis, the consequential damages and the loss of consortium.

In *Graham v. Whitaker*, 282 S.C. 393, 321 S.E.2d 40 (1984), the South Carolina Supreme Court ruled that "the negligence of an attending physician is reasonably foreseeable." 321 S.E.2d at 44. This Court further explained that "[t]he general rule is that if an injured person uses ordinary care in selecting a physician for treatment of his injury, the law regards the aggravation of the injury resulting from the negligent act of the physician as part of the immediate and direct damages which naturally flow from the original injury." *Id.* *See also*, *Bessinger v. DeLoach*, 230 S.C. 1, 94 S.E.2d 3 (1956); *Fairchild v. South Carolina Department of Transportation*, 385 S.C. 344, 683 S.E.2d 818 (Ct. App. 2009), *aff'd*, 398 S.C. 90, 727 S.E.2d 407 (2012). Accordingly, South Carolina law provides that where the original accident resulted in injuries that required medical care and the medical care as provided results in additional injuries, the original tortfeasor is liable *for all of the injuries* as a matter of law. Under this rule of law, the malpractice committed by the medical providers in treating the original injuries is reasonably

foreseeable as a matter of law, and as a result, the malpractice cannot serve as an intervening act or cause that breaks the causal chain.

The trial court, as summarily affirmed by the Court of Appeals, erred in rejecting the application of the *Graham* rule, and in fact, Circuit Judge Steven John did not even provide any explanation as to why the rule did not apply. The Court of Appeals likewise provided no analysis of the issue. As Dr. Bauerle argues,[1] the original tortfeasor, i.e., the at-fault driver who caused the motor vehicle accident that necessitated Randall Green's hospitalization and the medical care rendered by Dr. Bauerle and others, was legally liable in tort for the very "same injuries" on which the jury returned its verdict, specifically the injuries resulting from the malpractice found by the jury. The settlement paid by the at-fault driver extinguished all tort liability by that party and thus settled claims for those very same injuries.

The Greens offer a number of arguments in their attempt to refute the clear impact and governance of *Graham* on this issue. Those arguments do not defeat the applicability of the rule in *Graham* to this case and, more specifically, Dr. Bauerle's entitlement to an additional set-off for monies paid to the Greens to extinguish the at-fault driver's liability.

---

[1] For ease of discussion, the Petitioners-Respondents Wayne B. Bauerle, M.D. and Wayne B. Bauerle, M.D., P.C. shall be referred to collectively as "Dr. Bauerle."

First, the Greens argue that there is no basis for the verdict against Dr. Bauerle to be subject to a set-off for a settlement compensating Ann Green for her own bodily injuries. The Greens argue that the settlement with the at-fault driver which paid $100,000 to Mrs. Green *only* settled her bodily injuries and not her loss of consortium damages sustained as a result of Mr. Green's injuries. The record does not support that factual position which actually is raised only for the first time on appeal to this Court and was never asserted in the courts below. In fact, the record demonstrates that the Greens' settlement of claims against the at-fault driver *fully* resolved all potential liability against that tortfeasor. While the Greens never presented the trial court with the settlement documents, they did admit in their filings in the trial court that they fully settled all claims with the other potential tortfeasors including the at-fault driver. Specifically, the Greens represented to the trial court that "[t]he Plaintiffs eventually settled with all of the parties except Bauerle, *thereby releasing the settling parties from liability*." (R. 50). (Emphasis added).[2] There is no statement to the court that only *partial* liability was resolved

---

[2] Based on the admission stated in their filings in the trial court, the Greens should not be allowed to complain about an absence of proof based upon the fact that the settlement agreement with the at-fault driver was not admitted into evidence, particularly when they controlled that proof, not Dr. Bauerle who was not a party to that settlement. *See*, *Hough v. Hough*, 312 S.C. 344, 440 S.E.2d 387, 389 (Ct. App. 1994) (litigant may not sit back and fail to offer proof on a matter and then be heard to complain on that issue); *Roberts v. Roberts*, 296 S.C. 93, 370 S.E.2d 881, 884 (Ct. App. 1988), *affirmed as modified on other grounds by* 299 S.C. 315, 384 S.E.2d 719 (1989) (the party having peculiar knowledge of the facts or control of evidence on an issue has the burden of presenting evidence on it); *Stanley Smith & Sons, Inc. v. D.M.R. Inc.*, 307 S.C. 413, 415 S.E.2d 428, 431 (Ct. App. 1992) (same). In the recent case of

or that the loss of consortium damages were expressly excluded from the settlement. Indeed, the Greens are being disingenuous in now suggesting that all liability, including liability for loss of consortium, was not fully extinguished by the settlement with the at-fault driver. Without question, the settlements settled all liability of the at-fault driver, and of course, that includes, based on the rule in *Graham*, the "same injuries" as the jury verdict against Dr. Bauerle, which includes the loss of consortium damages awarded to Mrs. Green.

Next, the Greens argue that the claims against the at-fault driver "potentially" involved different causes of action. Not surprisingly, in making this argument, the Greens never suggest what "potential" cause of action could have been asserted against the at-fault driver. While the at-fault driver's liability was extinguished prior to a lawsuit actually being filed, it is clear that the claim against the at-fault driver would obviously sound in negligence, and so did the claim

---

Hucks v. Oakland Wings, LLC, Op. No. 5500 (S.C. Ct. App. 2017), the Court of Appeals ruled that settlement agreements should be disclosed by the settling plaintiff to allow for the trial court to make a proper set-off determination. The Court, in fact, ruled that "[t]o determine if the nonsettling tortfeasor is entitled to a setoff as a preliminary matter, the [settlement] documents must be reviewed to determine if their terms shield the settling tortfeasor from the requirements of section 15-38-50(2). Therefore, the court must review the documents to determine the amount of the settlement and its terms." The Court of Appeals then remanded "for the trial court to look at the settlement agreement and determine if Avtex is entitled to a setoff." If this Court concludes that the admission stated in the Greens' filings in the trial court is not a sufficient stipulation, then at the very least a remand should be ordered on this issue in accordance with *Hucks*.

against Dr. Bauerle. Likewise, Mrs. Green would have been able to pursue a loss of consortium claim against the at-fault driver, just as she did against Dr. Bauerle.

At any rate, the existence of the same or different causes of action is actually immaterial. This point is well illustrated by the case of *Smith v. Widener*, 397 S.C. 468, 724 S.E.2d 188 (Ct. App. 2012). In that case, the plaintiff had asserted causes of action for civil conspiracy, conversion, slander and negligence against the settling party (CitiStreet) and causes of action for civil conspiracy, conversion, slander and fraud against the non-settling defendants who later sought a statutory set-off. Despite the non-overlap of causes of action in part, the Court of Appeals found that "the injury [plaintiff] alleged she suffered as a result of tortious conduct of all defendants was the same" and as a result "the trial court was required to grant the request for a set-off [under Section 15-38-50]." 724 S.E.2d at 190.

Similarly, in *Vortex Sports & Entertainment, Inc. v. Ware*, 378 S.C. 197, 662 S.E.2d 444 (Ct. App. 2008), the Court of Appeals affirmed a statutory set-off under Section 15-38-50 that had been granted by the trial court. In that case, the plaintiff Vortex argued that "the settlement with Ware [a settling defendant] was based on different causes of action than those is prevailed on against CSMG and the injury caused by CSMG was not the same as that caused by Ware." 662 S.E.2d at 451. The Court of Appeals rejected those arguments and upheld the set-off.

In similar fashion, the Greens also argue that "even if the rule in *Graham* could be extended to impose liability on the at-fault driver for all injuries alleged against Bauerle, there is no way of determining what injuries and damages were included in the jury verdicts." *See*, Greens' Respondent's Brief, p. 16. However, in making this argument, the Greens confuse the terms "single injury" as used in Section 15-38-50 with the term "damages." Specifically, the Greens disregard existing precedent holding that the term "same injury" as used in Section 15-38-50 has a specific construction. In *Ellis v. Oliver*, 335 S.C. 106, 515 S.E.2d 268 (Ct. App. 1999), the plaintiff claimed that Section 15-38-50 was inapplicable because the measure of damages in wrongful death and survival claims differ. While acknowledging that the measure of damages differs, the Court of Appeals explained that the plaintiff "confuses the concept of damages with the meaning of the word injury, as used in the statute." 515 S.E.2d at 272. The Court found that "injury" has a broad construction to include all damages "which result from the joint negligence of the various responsible parties." *Id.* Thus, the "injury" is not synonymous with "damages" but is inclusive of all elements of damages resulting from a particular harm. This conclusion was echoed in *Smith v. Widener*, 397 S.C. 468, 724 S.E.2d 188 (Ct. App. 2012), where the Court of Appeals explained that "when a plaintiff seeks actual and punitive damages in the same claim, both types

of damages arise out of the same injury." 724 S.E.2d at 191. The *Smith* Court recognized that damages are awarded for an injury. *Id.*

Thus, the same injury may give rise to different elements of damages, including in the present case the damages sought and recovered by Mr. Green in his medical malpractice action and the loss of consortium damages sought and recovered by Mrs. Green in her related consortium action. They are all damages arising from the same injury, namely the spinal paralysis and resulting conditions that the Greens successfully convinced the jury that Dr. Bauerle caused. Based upon the rule in *Graham*, the at-fault driver is liable for that "same injury" -- again the spinal paralysis.

Moreover, the Greens argue that Dr. Bauerle has not shown that the at-fault driver's negligence proximately caused the spinal paralysis. The Greens offer a convoluted argument that quite frankly fails to take into consideration that the rule in *Graham* actually provides *as a matter of law* that "the negligence of an attending physician is reasonably foreseeable." *Graham*, 321 S.E.2d at 44.

Proximate cause requires evidence of causation in fact and legal cause. *McKnight v. South Carolina Department of Corrections*, 385 S.C. 380, 684 S.E.2d 566, 569 (Ct. App. 2009). "Causation in fact is demonstrated by establishing the plaintiff's injury would not have occurred 'but for' the defendant's negligence, while legal cause is proved by establishing foreseeability." *Id.* "[L]egal cause is

proved by establishing foreseeability." *Id.* "The court looks to the natural and probable consequences of the complained of act to determine foreseeability." *Id.*

In the case at bar, both causation in fact and legal cause have been shown. As discussed in Dr. Bauerle's opening brief, the spinal paralysis was caused by the loss of blood that resulted in cardiac arrest. The loss of blood was a direct result of the injuries sustained by Mr. Green in the motor vehicle accident. There is no other explanation for the loss of blood. The record demonstrates that Mr. Green presented at the ER with "a severe laceration to his right forearm that was bleeding profusely." (R. 34-35). Dr. Richard Matza, who was the Greens' orthopaedic expert, testified that Mr. Green had lost "a sizeable amount of blood" from the right forearm laceration and from the fractured hip. (R. 198, 211-212). That loss of blood "was the cause, the direct cause for [Mr. Green's] decompensation, crashing, arresting and the need to be resuscitated." (R. 198). Further, Dr. Matza opined as follows:

> [T]he delay of treatment of the bleeding which led to the arrest, which led to a zero blood pressure for a period of time, at least a half hour to 40 minutes, led to decreased blood flow or no blood flow to the arteries in the spine and it is through the lack of blood supply to the spine that the ultimate injury to the spine occurred between the mid thoracic region of T6 to T12, somewhere in that area where the artery resides and directly led to the paraplegia or the paralysis of both Mr. Green's lower extremities.

(R. 201). According to Dr. Matza's testimony and the Greens' theory of liability against Dr. Bauerle, the delay in the surgery to repair the right forearm laceration, as caused by Dr. Bauerle's alleged insistence that a CT scan of the hip be taken, proximately caused Mr. Green's paralysis. Therefore, but for the excessive bleeding sustained in the motor vehicle accident, which was the at-fault driver's fault, the spinal paralysis would never have occurred. Certainly, no reasonable argument can be made that the medical malpractice as determined by the jury was not causally related to the accident. But for the accident, Mr. Green would not have been in the hospital seeking medical care from Dr. Bauerle and the cardiac arrest would not have occurred. Clearly, there is no expert testimony in the record suggesting that the cardiac arrest was unrelated to the injuries sustained in the accident. In short, causation in fact is thus established.[3]

Legal cause is likewise proven by the rule in *Graham*. The Supreme Court held in *Graham* that "the negligence of an attending physician is reasonably foreseeable." *Graham*, 321 S.E.2d at 44. Thus, foreseeability is established.

The Greens, nonetheless, make a convoluted argument that the medical

---

[3] Strangely, the Greens spend multiple pages of their brief trying to distance themselves from their own theory of liability – which was the theory indisputably accepted by the jury given its verdict in their favor. The Greens claim, nonetheless, that there was conflicting evidence on causation presented by Dr. Bauerle and his experts. However, the verdict in favor of the Greens demonstrates that the jury accepted their theory of liability, and the Greens should be judicially estopped from taking a different position post-verdict. Certainly, the Greens should be precluded from now arguing that Dr. Bauerle's position on causation was correct -- the jury obviously did not agree with that.

malpractice by Dr. Bauerle is an intervening act that breaks the causal chain. The Greens are mistaken. "The test for whether a subsequent negligent act by a third party breaks the chain of causation to insulate a prior tortfeasor from liability is whether the subsequent actor's negligence was reasonably foreseeable." *Keeter v. Alpine Towers International, Inc.*, 399 S.C. 179, 730 S.E.2d 890 (Ct. App. 2012). In other words, "[f]or an intervening act to break the causal link and insulate the tortfeasor from further liability, the intervening act must be unforeseeable." *McKnight*, 684 S.E.2d at 569. Based on *Graham*, "the negligence of an attending physician is reasonably foreseeable." *Graham*, 321 S.E.2d at 44. Thus, as *Graham* holds, there is no unforeseeable negligent act. The malpractice of Dr. Bauerle, as determined by the jury, was reasonably foreseeable as a matter of law. Thus, the Greens' argument that the negligence of Dr. Bauerle was unforeseeable and broke the causal chain simply disregards the *Graham* rule in its entirety and should be soundly rejected.

In sum, the Greens' theory of liability makes the paralysis and consequential damages, including Mrs. Green's loss of consortium, a foreseeable and proximate result of the original injury which resulted from the motor vehicle accident. The rule of law as described in *Graham* and later cases applies here. Without question, South Carolina law provides that the at-fault driver was liable for the damages awarded by the jury against Dr. Bauerle, including Ann Green's loss of

consortium.[4]

II. The trial court erred in denying a set-off even in part to Dr. Bauerle for the amounts paid to the Greens by the at-fault driver in settlement of the negligence and loss of consortium claims.

The Greens argue that the trial court could not conclude that the settlement paid by the at-fault driver were for the "same injuries" as the jury's verdict against Dr. Bauerle. The Greens, in fact, insist that the at-fault driver was liable for different injuries. Arguably, the at-fault driver would be liable for the original injuries, including the right forearm laceration and the fracture/dislocation of the right hip, for which Dr. Bauerle would not be liable. However, there were substantial other injuries that the at-fault driver and Dr. Bauerle were both liable for in tort – the spinal paralysis, the consequential damages therefrom, and the loss of consortium.

As Dr. Bauerle has made clear in his opening brief, the case law governing set-offs do not require that *all* of the injuries must be the same. In fact, this Court has explained that "[t]he reason for allowing such a credit is to prevent an injured person from obtaining a second recovery of that *part* of the amount of damages

---

[4] There is no support for the Greens' bald and unsupported assertion in their brief that the settlement monies paid to extinguish the liability of the at-fault driver constitutes a "collateral source." That argument was originally asserted with respect to the underinsured motorist benefits, but Dr. Bauerle has withdrawn his request for a set-off for the underinsured motorist benefits. Thus, the collateral source rule has no applicability.

sustained which has already been paid him." *Truesdale v. South Carolina Highway Dept.*, 264 S.C. 221, 213 S.E.2d 740 (1975). (Emphasis added). The Court used the words "that part" and not the word "all." Here, Dr. Bauerle has clearly shown that the "same injuries," at least in part, were settled by the at-fault driver as were also compensated by the jury verdicts. Hence, there is a "second recovery" which is not permitted. *See*, *Riley v. Ford Motor Co.*, 414 S.C. 185, 777 S.E.2d 824, 830 (2015) ("[a]llowing setoff prevents an injured person from obtaining a double recovery for the damage he sustained, for it is almost universally held that there can be only one satisfaction for an injury or wrong").

In short, Judge John erred in concluding that the proceeds paid in settlement of the negligence and loss of consortium claims were for a "different injury." That was clearly incorrect given the application of the rule in *Graham*. Likewise, Judge John should not have simply denied the set-off *in toto* for the amounts paid by the at-fault driver. Instead, at the very least, he should have engaged in an equitable allocation process. As Dr. Bauerle has explained, the failure to engage in that process was reversible error and subject to a remand. *See*, *Hucks v. Oakland Wings, LLC*, Op. No. 5500 (S.C. Ct. App. 2017) (Court of Appeals remanded after ruling that defendant "is entitled to a setoff" and that "it was the trial court's function to determine the amount of the setoff").

Contrary to the Greens' assertion, there is no case law holding that a court cannot exercise its equitable authority to allocate settlement amounts even where the set-off is by operation of law pursuant to Section 15-38-50. The Greens have certainly cited no such case law. To the contrary, in *Welch v. Epstein*, 342 S.C. 279, 536 S.E.2d 408 (Ct. App. 2000), the Court of Appeals found that the set-off complied with Section 15-38-50. The Court also affirmed the trial court's equitable reallocation of the $450,000 settlement between the survival action and the wrongful death action. Thus, a set-off under Section 15-38-50 did not preclude the exercise of equitable authority to reallocate the settlement to effect "fairness and justice." 536 S.E.2d at 426. Similarly, more recently in *Riley v. Ford Motor Co.*, 414 S.C. 185, 777 S.E.2d 824 (2015), this Court addressed a statutory set-off under Section 15-38-50 but also recognized that a court may engage in an equitable allocation of settlement proceeds that is "fair, bona fide, and just." 777 S.E.2d at 831.

Moreover, in *Smalls v. South Carolina Department of Education*, 339 S.C. 208, 528 S.E.2d 682 (Ct. App. 2000), the Court of Appeals explained that a trial court possesses "jurisdiction to set off one judgment against another [which] is equitable in nature and should be exercised when necessary to provide justice between the parties." 528 S.E.2d at 688. The trial court should use its equitable powers "to prevent an injured person from obtaining a second recovery of that part

of the amount of damages sustained which has already been paid him." *Id.* Again, the Court focused on "that part of the amount of damages" and did not rule a trial court may only apply a set-off where "all of the amount of damages" are the same.

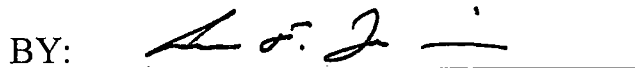
In sum, Dr. Bauerle has shown that, in accordance with the rule in *Graham*, the at-fault driver was "liable in tort for the same injury" which required that the trial court apply a set-off. Even where all of the injuries may not be the same, that does not make a set-off unavailable and allow a party to automatically receive a double recovery. In that instance, the trial court is required to exercise its equitable authority and to determine a "fair, bona fide, and just" apportionment of the settlement amounts to allow a set-off for the "same injury." Here, Judge John should have, at the very least, made an equitable determination of what portion of the settlement proceeds paid by the at-fault driver were paid for the spinal paralysis and the resulting loss of consortium, and he should have allowed a set-off in those amounts. Clearly, the loss of consortium is related to the spinal paralysis; there is no evidence that the loss of consortium damages as claimed by Ann Green resulted from the original injuries. And as for Randall Green, the vast majority of the settlement amounts were paid for the most severe of the injuries, that being the spinal paralysis and the resulting damages therefrom.

CONCLUSION

Based on the foregoing discussion, the Petitioners-Respondents Wayne B. Bauerle, M.D. and Wayne B. Bauerle, M.D., P.C. respectfully renews their request that this Court reverse in part the decision of the South Carolina Court of Appeals. The Court is requested to remand with direction that the Petitioners-Respondents be granted an additional set-off of the $200,000 paid by the at-fault driver, or alternatively, an equitable portion of that amount to be determined on remand.

Respectfully submitted,

DAVIDSON & LINDEMANN, P.A.

BY: 

ANDREW F. LINDEMANN
1611 Devonshire Drive
Post Office Box 8568
Columbia, South Carolina 29202
(803) 806-8222

John B. McCutcheon, Jr.
Lisa A. Thomas
THOMPSON & HENRY, P.A.
1300 Second Avenue, Third Floor
Post Office Box 1740
Conway, South Carolina 29528
(843) 248-5741

Counsel for Petitioners-Respondents

Columbia, South Carolina

December 27, 2017

CERTIFICATE OF SERVICE

The undersigned employee of Davidson & Lindemann, P.A., attorneys for the Petitioners-Respondents, does hereby certify that service of the **Reply Brief of Petitioners-Respondents** was made upon all counsel of record by placing copies in the United States Mail, first class postage prepaid, at the below listed addresses clearly indicated on said envelopes this the 27th day of December 2017:

O. Grady Query, Esquire
E. Brooke Hurt, Esquire
Query Sautter Forsythe, LLC
The Wappoo Centre
147 Wappoo Creek Drive - Suite 202
Charleston, South Carolina 29412

L. Morgan Martin, Esquire
Law Offices of L. Morgan Martin, P.A.
1121 Third Avenue
Conway, South Carolina 29526

Cristin A. Uricchio, Esquire
Uricchio Law Firm
147 Wappoo Creek Drive - Suite 205
Charleston, South Carolina 29412

John B. McCutcheon, Jr., Esquire
Lisa A. Thomas, Esquire
Thompson & Henry, P.A.
Post Office Box 1740
Conway, South Carolina 29528