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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas

The Honorable Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2012-CP-01-00306
Appellate Case No. 2016-001512

Richard Wilson, Michael J. Antoniak, Jr., Marsha L. Antoniak, Anita L. Belton, Prescott Darren Bosler, Johnny Calhoun, Sallie Calhoun, Cynthia Gary, Robert Wayne Gary, Eugene P. Lawton, Jr., Jeanette Norman, James Robert Shirley, Robert W. Spires, Crystal Spires Wiley, Lewis S. Williams, Janie Wiltshire, Benjamin Franklin Wofford, Jr., and Rebecca Hammond Wofford,.....Plaintiffs-Petitioners,

v.

Laura B. Willis and Jesse A. Dantice, individually, and as agents and/or brokers for Southern Risk Insurance Services LLC, Travelers Casualty Insurance Company of America, Allied Property and Casualty Insurance Co., Peerless Insurance Co., Montgomery Mutual Insurance Co., Safeco Insurance Co. of America, and Foremost Insurance Co., Southern Risk Insurance Services, LLC, Travelers Casualty Insurance Co. of America, Allied Property and Casualty Insurance Co., Peerless Insurance Co., Montgomery Mutual Insurance Co., Safeco Insurance Co. of America, and Foremost Insurance Co., and Laurie Williams,.....Defendants,

Of whom Peerless Insurance Co., Montgomery Mutual Insurance Co., and Safeco Insurance Co. of America are.....Defendants-Respondents,

and

Of whom Laurie Williams is a .....Petitioner.

BRIEF OF PETITIONER LAURIE WILLIAMS

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TABLE OF CONTENTS

Table of Authorities

Cases

Statutes

RULES

STATEMENT OF ISSUES

In reversing the circuit court's denial of Insurers' motion to compel arbitration, did the Court of Appeals err in holding Laurie Williams was not an "insured or beneficiary" under an insurance policy? (Yes.)

Did the Court of Appeals err in holding that the Insurers did not waive their right to compel arbitration? (Yes.)

Petitioner Williams adopts the Statement of Issues in the Brief of Petitioners filed by Attorneys Thomas E. Hite, Jr., Anne Marie Hempy, and Leslie A. Bailey. Rule 208(b)(6), SCACR.

STATEMENT OF THE CASE

1. Factual Background

Cynthia Gary's sports utility vehicle struck Laurie Williams (Ms. Williams) while she was walking along a rural road on July 26, 2012, causing serious injuries requiring a lengthy hospitalization and recovery. (Appendix (App.) p. 754, ¶¶ 6 – 7). This event, along with other events detailed in claims by other Insureds, revealed that Abbeville County insurance agent, Laura Willis, was involved in various acts to defraud her insurance customers.

Only a few months after Ms. Williams was catastrophically injured, First National Insurance Company of America, wholly owned by Safeco Insurance company, filed suit against Ms. Williams, and Wayne and Cynthia Gary (the Garys) in the United States District Court of South Carolina. (App. pp. 30-85). The Insurers sought a judgment declaring it had no duty to defend or indemnify the Garys for the July 26, 2012

collision in which Ms. Williams was seriously injured. (App. p. 33, ¶ a.). The Insurer alleged the Garys fraudulently procured the applicable insurance policy. (App. pp. 31-33, ¶¶ 10-20). This federal action was dismissed by a stipulation of the parties. (App. pp. 106-13).

The Insurers then sued Ms. Williams a second time. In their response to the Garys' state court suit against them, the Insurers filed a Cross Claim against Ms. Williams. (App. pp. 213-321). The cross claim against Ms. Williams said nothing about arbitration or alleged agency agreements. (App. pp. 224-234, ¶¶ 45-112, pp. 235-136, ¶¶ a – h).

In response, Ms. Williams filed an Answer and Cross Claim against Insurers, alleging breach of contract of the insurance policy purchased by the Garys to which Ms. Williams is a potential beneficiary, unfair trade practices, negligent supervision, civil conspiracy, and a declaratory judgment action to determine the status of Ms. Williams' underinsured motorist coverage. (App. pp. 740-52)

In their Answer to Ms. Williams' cross claim, Insurers set forth nine affirmative defenses, but like their federal court Complaint, said nothing about arbitration or alleged agency agreements. (App. pp. 761-764, ¶¶ 28-37).

Ms. Williams, a potential beneficiary of an insurance contract, has a separate pending negligence action against Ms. Gary in Abbeville County. (App. pp. 753-756). Discovery is complete, and the court placed the case on the Abbeville trial docket. However, the case is stayed pending the outcome of this appeal. (App. p. 706).

2. Procedural History

One year and one day after first filing suit against Ms. Williams in federal court, the Insurers filed motions to compel arbitration in various related pending cases on October 31, 2013. (App. pp. 561-617).[1] Insurers sought to enforce an arbitration provision contained in an alleged agreement (Agency Agreement) between Insurers and Dantice, the owner of the insurance agency where Laura Willis sold the Garys and Ms. Williams their automobile insurance policies. (App. pp. 459-75, pp. 561-617).

The trial court heard oral arguments on January 21, 2014, and the Insureds filed their briefs in opposition the same day. (App. pp. 407-46, pp. 618-32). The Insurers filed a reply memorandum on February 11, 2014, and attached additional evidence for the court to consider, including an opinion affidavit of an employee of Insurers.[2] (App. pp. 520-522, pp. 645-652).

On March 25, 2014, the Court issued its order denying the Insurers' motion, finding the Insurers "failed to meet their burden of proof in establishing a valid, binding contract by which the [Insureds] should be

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[1] The procedural history up to this point is included in the Factual Background section.

[2] The presiding judge granted the Insurers' request to file a reply brief only to address two points raised in the Insureds' Memoranda in Opposition. He specifically declined to leave the record open for the addition of any new evidence. (App. p. 444, lines 7-11 ("So I'm assuming that by allowing them to do a reply brief, you're not leaving this hearing open." "No. Just to respond to the issues that you raised that they were not apprised to it. It's just two as I understand it.")).

forced to arbitrate their claims." (App. p. 18 ¶ I., pp. 16-25). Thereafter, on April 8, 2014, the Insurers filed a Motion to Alter or Amend, which the court denied on April 21, 2014. (App. pp. 28-29, pp. 674-684).

The Insurers filed their Notice of Appeal on April 25, 2014. (*See* Notice of Appeal). Thereafter, the Insurers filed a Consent Motion to Consolidate Appeals in all fourteen cases. (*See* Consent Motion to Consolidate). The Court granted the Motion, and consolidated the appeals pursuant to Rule 214, SCACR, on June 18, 2014. (*See* Order).

On March 2, 2016, the Court of Appeals issued its decision reversing the trial court's order. *Wilson v. Willis*, 416 S.C. 395, 786 S.E.2d 571 (Ct. App. 2016), *reh'g denied* (June 24, 2016), *cert. granted* (Mar. 28, 2018); (App. pp. 915-36). The Petitioner timely filed a Petition for Rehearing, which the Court of Appeals denied by Amended Order filed June 27, 2016. (App. pp. 960-65, pp. 991-92).

The Petitioner filed a Petition for a Writ of Certiorari to the South Carolina Court of Appeals on August 2, 2016. (*See* Petition). The Insurers filed their Return to the Petitions for Certiorari on September 21, 2016. (*See* Return). Petitioners filed a Reply on October 3, 2016. (*See* Reply). This Court issued its Order granting the Petitions for a Writ of Certiorari on March 28, 2018. (*See* Order).

3. Court of Appeals Decision

In an opinion filed March 2, 2016, the Court of Appeals reversed the trial court's denial of the Insurers' Motions to Compel Arbitration. *Wilson v. Willis*, 416 S.C. 395, 786 S.E.2d 571 (Ct. App. 2016), *reh'g denied* (June 24, 2016), *cert. granted* (Mar. 28, 2018); (App. pp. 915-36). The Court concluded

the following: a valid contract existed between Insurers and the Agency; the contract was binding on the Insureds even though they did not sign the alleged Agency Agreement; the arbitration provision was "sufficiently broad to encompass a wide array of claims and should be construed accordingly;" the "commonplace" claims were "encompassed by the arbitration provision because the Insurers' alleged actions" did not constitute "illegal and outrageous acts unforeseeable to a reasonable consumer in the context of normal business dealings;" and the Insurers did not waive their right to arbitrate. *Id.*, 786 S.E.2d 571; (App. pp. 915-936).

Ms. Williams joins and adopts all parts not inconsistent with this brief found in the Brief of Petitioners filed by Attorneys Thomas E. Hite, Jr., Anne Marie Hempy, and Leslie A. Bailey. Rule 208(b)(6), SCACR. This adoption includes the law and documents to which Respondents cite. In the interests of judicial economy, this Brief only addresses the additional arguments unique to Ms. Williams.

ARGUMENT

1. The Court of Appeals erred in finding Petitioner Williams' claim is not one of an "insured or beneficiary under any insurance policy" that would be exempt from arbitration pursuant to S.C. Code Ann. subsection 15-48-10(b)(4).

All of Ms. Williams' claims arise from her personal injuries or her status as an insured or beneficiary under an insurance policy. (App. pp. 753-56, pp. 740-52). South Carolina law prevents "[a]ny claim arising out

of personal injury, based on contract or tort, or to any insured or beneficiary under any insurance policy or annuity contract" from being arbitrated. S.C. Code Ann. § 15-48-10 (b) (4) (2005). Despite this explicit statute, the Court of Appeals held that Ms. Williams must arbitrate because it found that the Agency Agreement, instead of the insurance policies, is the contract "at issue." *Wilson v. Willis*, 416 S.C. 395, 426, 786 S.E.2d 571, 587 (Ct. App. 2016), *reh'g denied* (June 24, 2016), *cert. granted* (Mar. 28, 2018); (App. p. 935). The practical effect is that Ms. Williams is being ordered to arbitrate matters which black letter law excludes from arbitration.

To support its finding, the Court of Appeals made two internally inconsistent factual findings. First, the court found the alleged 2010 Agency Agreement was the basis for the Insureds' causes of action, and that any rights which the Insureds may have derive solely from the Agency Agreement, and therefore it is the contract "at issue." 416 S.C. at 426, 786 S.E.2d at 587, (App. p. 935). Second, the court found the Insureds did not know the 2010 Agency Agreement existed until many months after the actions were filed. *Id.* at 417, 786 S.E.2d at 582; (App. p. 928). How can the Insureds premise their claims on a contract they didn't know existed until months after they filed suit?

To support its decision that the Agency Agreement was the pertinent contract, the Court of Appeals cited *Walden v. Harrelson Nissan, Inc.*, 399 S.C. 205, 731 S.E.2d 324 (Ct. App. 2012). 416 S.C. at 426–27, 786 S.E.2d at 587; (App. p 935). In *Walden*, the Court determined the parties' contract, a car lease agreement, was not an insurance policy. *Id.* at 207, 731

S.E.2d at 325. Because the contract at issue was a car lease agreement, the arbitration provision in the contract was not subject to the statute excluding "any insured or beneficiary under any insurance policy or annuity contract" from arbitration. *Id.* at 210; 731 S.E.2d at 327; S.C. Code Ann. § 15-48-10(b)(4).

The Court of Appeals' reliance on *Walden* is misplaced. In *Walden*, the plaintiff's suit was about whether premiums for an insurance policy were paid through an automobile lease. Unlike *Walden*, the Insureds paid premiums solely for insurance policies, and no other products or services that may have included provisions for optional insurance coverage.

In finding the Agency Agreement to be the sole basis for the Insureds' causes of action, the Court ignored explicit contrary statutory language. One who "sells, solicits, or negotiates insurance on behalf of an insurer [or] takes or transmits other than for himself an application for insurance or a policy of insurance to or from an insurer . . . must be an appointed producer of the insurer for which the act is done." S.C. Code Ann. § 38-43-10 (2015). In footnote 11, the Court of Appeals found

> [This Code section] merely lists the requirements for being appointed a producer of insurance on behalf of an insurer. Given that section 38–43–55 of the South Carolina Code (2015) lists the procedures an insurer must follow when it 'cancel[s] a producer contract'—thereby divesting the producer of the appointment mentioned in section 38–43–10—we find the General Assembly contemplated that agency relationships such as the one at issue here would be governed by a contract.

Wilson v. Willis, 416 S.C. at 418, 786 S.E.2d at 583; (App. p. 928). The Court's interpretation ignores language in the statute that states contracts

are one of several ways the General Assembly contemplated how these type of agency relationships would be governed. The statute allows Insurers to "terminate the **appointment, employment**, contract, or **other insurance business relationship** with a producer." S.C. Code Ann. § 38-43-55 (2015) (emphasis added). Case law demonstrates how a court might interpret other scenarios in which one is an agent for an Insurer.

In *Weeks v. Pilot Life Insurance Company*, this Court dealt with a prior version of South Carolina code section 38-43-10 in reversing the trial court's directed verdict for the Insurer. 256 S.C. 81, 86, 180 S.E.2d 875, 877 (1971) (citing 1962 Code § 37-233).

> The lower court in granting the motion for a directed verdict apparently overlooked the following legal proposition. The employer, Grant, and its office manager, Hancock, were both agents of the insurer Pilot, as a matter of law, by virtue of Code Sec. 37-233. They transmitted applications for insurance, collected premiums, etc. for Pilot.

Id. at 86, 180 S.E.2d at 877. The court held the employer was acting as the Insurer's agent when it deducted the premium from the employee's wages. *Id.* at 87, 180 S.E.2d at 878. The employer failed to remit the funds for the premium to the insurer prior to the employee's death, and the court held an insurer could not deny coverage to an employee under a group policy because it did not receive a premium payment from its own agent, the employer. 256 S.C. at 87, 180 S.E.2d at 878; *See also Greer v. Equitable Life Assur. Soc. of United States*, 180 S.C. 162, 185 S.E. 68, 70 (1936) (holding an employer to be agent of Insurer by collecting and remit insurance premiums to the Insurer); *Clark v. Home Fund Life Insurance Co.*,

79 S.C. 494, 61 S.E. 80, 82(1908) (an insurer could not deny coverage where its agent agreed to be responsible for the insurance premiums).

Although the instant case does not present the identical scenario of an employee-employer relationship, the *Weeks* case is analogous. On behalf of the Insurers, Laura Willis was selling insurance, collecting premiums, and issuing policies to Ms. Williams and other insureds. Laura Willis clearly acted as a producer for the Insurers, and as such she is an agent of the Insurer. S.C. Code Ann. § 38-43-10.

While it might be a prudent business practice for insurance companies and agencies to enter into written contracts, such contracts are irrelevant to determine the rights of the Insureds. The statute makes clear that Ms. Willis, as an insurance producer, was an agent of the Insurers, regardless of any contract the parties might have had. As is well-established in South Carolina, a principal is liable under the doctrine of *respondeat superior* for the acts of his agent acting within the scope of employment, even where the agent acts against the express instructions of his principal. *See South Carolina Ins. Co. v. James C. Greene & Co.*, 290 S.C. 171, 180, 348 S.E.2d 617, 622 (Ct. App. 1986) (holding if a master-servant relationship exists between the defendant and the tortfeasor, the law imputes the negligent act of the servant to the master).

2. The Court of Appeals failed to recognize facts in the record that contradict its holding that the Insurers did not waive their right to compel arbitration.

In determining whether a party has waived its right to compel arbitration, our courts have looked to the following factors: 1) the length

of time between commencement of the action and the filing of the motion to compel; 2) whether the party requesting arbitration engaged in extensive discovery before moving to compel arbitration; and, 3) the prejudice on the non-moving party by the moving party's delay in seeking arbitration. *Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 126, 647 S.E.2d 249, 251 (Ct. App. 2007) (citing *Deloitte & Touche, LLP v. Unisys Corp.*, 358 S.C. 179, 594 S.E.2d 523, 526 (Ct. App. 2004) (finding a five-and-a-half year period where the parties "conducted a significant amount of discovery, resulting in the production of thousands of documents" demonstrated waiver); *Evans v. Accent Manufactured Homes, Inc.*, 352 S.C. 544, 548, 575 S.E.2d 74, 75-76 (Ct. App. 2003) (finding a nineteen month period where the parties exchanged written interrogatories, requests to produce, and the party requesting arbitration took two depositions demonstrated waiver); *Liberty Builders Inc. v. Horton*, 336 S.C. 658, 666, 521 S.E.2d 749, 753-54 (Ct. App. 1999) (finding a two-and-a-half year period where the parties sought assistance from the court on approximately forty occasions demonstrated waiver); *Toler's Cove Homeowners Ass'n, Inc. v. Trident Constr. Co.*, 355 S.C. 605, 612, 586 S.E.2d 581, 585 (2003) (finding a thirteen month period where discovery was "very limited in nature and the parties had not availed themselves of the court's assistance," and "Respondent had not held any depositions," did not demonstrate waiver); *Rich v. Walsh*, 357 S.C. 64, 67 590 S.E.2d 506, 507 (Ct. App. 2003) (finding a thirteen month period where "[l]imited discovery was conducted" and the party requesting arbitration took one deposition lasting fifteen minutes did not demonstrate waiver); *Gen. Equip. & Supply*

Co. v. Keller Rigging & Construction, SC, Inc., 344 S.C. 553, 557, 544 S.E.2d 643, 645 (Ct. App. 2001) (finding a period of less than eight months where the "litigation consisted of routine administrative matters and limited discovery which did not involve the taking of depositions or extensive interrogatories" did not establish waiver).

In considering the first factor about the time between filing the action and filing the motion to compel, the Court of Appeals found that "such tort claims are rather commonplace," before its internally inconsistent statement that "the complicated nature of this action rendered" the time lapse, more than one year after the Insurers first sued Ms. Williams, "even more reasonable under the circumstances." 416 S.C. at 419 and 423, 786 S.E.2d at 583 and 585; (App. p. 929, 933). The delay is not be as lengthy as other examples in which the court found the moving party waived their right to compel arbitration. *Deloitte & Touche, LLP v. Unisys Corp.*, 358 S.C. 179, 184, 594 S.E.2d 523, 526 (Ct. App. 2004) (finding a five-and-a-half year period where the parties "conducted a significant amount of discovery, resulting in the production of thousands of documents" demonstrated waiver); *Evans v. Accent Manufactured Homes, Inc.*, 352 S.C. 544, 548, 575 S.E.2d 74, 75–76 (Ct. App. 2003) (finding a nineteen month period where the parties exchanged written interrogatories, requests to produce, and the party requesting arbitration took two depositions demonstrated waiver); *Liberty Builders Inc. v. Horton*, 336 S.C. 658, 666, 521 S.E.2d 749, 753-54 (Ct. App. 1999) (finding a two-and-a-half year period where the parties sought assistance from the court on approximately forty occasions demonstrated waiver).

Nevertheless, the Insurers availed themselves of two different courts when they filed suit against Ms. Williams, filed an answer in response to Ms. Williams' compulsory cross claims, sought and received a Confidentiality Order, moved for Judgment Regarding the Claims for Civil Conspiracy and Unfair Trade Practices, and moved for Judgment on the Claim for Common Law Unfair Trade Practices. (App. pp. 9-15, pp. 26-27, pp. 30-85, pp. 213-321, pp. 547-52, pp. 711-12, pp. 757-65). At none of these junctures did the Insurers ever mention arbitration.

In analyzing the second factor, the Court failed to recognize that Ms. Williams, an insured and potential beneficiary of an insurance policy, has engaged in significant discovery, and is ready for trial in her companion negligence case. (App. pp. 753-756). The only case that appears to address the impact of other pending actions on a motion to compel arbitration in a different case is *Carlson v. South Carolina State Plastering, LLC*, 404 S.C. 250, 743 S.E.2d 868 (2013).

Del Webb Communities, Inc. and Pulte Homes, Inc. were defendants in approximately 140 actions associated with stucco-homes in the same development. 404 S.C. at 254, 743 S.E.2d at 871. In denying defendants' motion to compel arbitration, the circuit court noted the defendants had undertaken at least forty actions during the litigation to support its order. *Id.*, 743 S.E.2d at 871. However, in its reversal, the Court of Appeals noted most of those actions were taken in other cases against different parties, and no discovery had occurred between these specific parties. *Id.* at 257-58, 743 S.E.2d at 872. While recognizing the other pending actions against defendants, the Court found "it would be

inappropriate to consider actions undertaken in other cases for purposes of determining the extent of discovery that has been undertaken in the instant case." *Id.* at 258, 743 S.E.2d at 872. The court, however, did not consider how other pending cases might affect the other elements of waiver.

Turning to the present facts, the Insurers claimed they had "not gone on the offensive in the case," but they have sued Ms. Williams twice in two different courts. (App. pp. 30-85, pp. 213-321, p. 422, line 21). The parties have not taken depositions, but the Insurers had filed discovery requests and responded to some of the Insureds' discovery requests. (App. p. 411, line 23 – p. 412, line 1, p. 420, lines 12-13, p. 422, lines 12-20, p. 443, line 22 – p. 44, line 3). Moreover, the Insurers availed themselves of the court numerous times, as noted in detail above. (App. pp. 9-15, pp. 26-27, pp. 30-85, pp. 213-321, pp. 547-52, pp. 711-12, pp. 757-65).

Considering the third factor, the Court ignored the significant prejudice to Ms. Williams when it held that the Insurers' actions do "not rise to the level of prejudice necessary to waive the right to compel arbitration against...Williams in particular." 416 S.C. at 424, 786 S.E.2d at 586, (App. p. 933). It is baffling why Ms. Williams, the only Plaintiff to suffer bodily injuries, is somehow the least prejudiced by the delay in the Insurers' motion to compel arbitration.

Interestingly, nowhere in its lengthy opinion did the Court of Appeals acknowledge Ms. Williams was injured, or that her involvement in this matter stemmed from the accident causing her injuries, and her status as an insured and potential beneficiary of an insurance policy.

Instead it considered her procedural posture and role in the case to be identical to the other Insureds, except in this one instance when it inexplicably decided Ms. Williams was the least prejudiced of all the Insureds. 416 S.C. at 424, 786 S.E.2d at 586, (App. p. 933).

It was not necessary for the *Carlson* court to consider the impact of the other pending litigation when analyzing the prejudice factor because the moving party was the one involved in multiple cases. 404 S.C. at 258, 743 S.E.2d at 873. In the instant case, however, Ms. Williams is the non-moving party, and she is involved in multiple suits, so the prejudice caused by the delay in seeking to compel arbitration must be considered.

The Insurers were well aware of the July 26, 2012 car accident in which Ms. Williams was seriously injured, as it was the catalyst for their twice filing suit against Ms. Williams. (App. pp. 30-85, pp. 213-321). Their waiting more than a year to file their Motion to Compel Arbitration forced Ms. Williams to consent to staying her negligence action, as the "appellate court's decision will directly affect the posture of [her] case."(App. pp. 561-617, p. 706).

Although the negligence action is a separate pending matter, the Insurers' desire to arbitrate the declaratory judgment and related actions undoubtedly affects Ms. Williams' negligence action. For example, the parties cannot even attempt mediation because the status of Ms. Gary's insurance policy is unknown. To comply with court rules, a representative of an insured party against whom a claim is made who has full authority to settle must attend mediation. Rule 6, SCADR. Since the status of Ms.

Gary's insurance policy is unknown, mediation without resolution of this matter is impossible.

But for the Insurers availing themselves of federal and state courts in their suits against Ms. Williams, she would not be significantly prejudiced by the delay of the Insurers' motion to compel arbitration in pursuing her negligence action. While the first two factors may only slightly tip the scales in Ms. Williams' favor, the third factor significantly tips the scales in her favor. She has been significantly prejudiced by the Insurers' failure to demand arbitration before the Insurers filed their federal court complaint, their state court complaint, their answer to Ms. Williams' compulsory cross claims, and their numerous other motions before the court prior to their filing the motion to compel arbitration. (App. pp. 9-15, pp. 26-27, pp. 30-85, pp. 213-321, pp. 547-52, pp. 711-12, pp. 757-65).

3. Petitioner Williams adopts and incorporates into this Petition the Petitioners' arguments not inconsistent with this brief presented in the Brief of Petitioners filed by Attorneys Thomas E. Hite, Jr., Anne Marie Hempy, and Leslie A. Bailey pursuant to Rule 208(b)(6), SCACR.

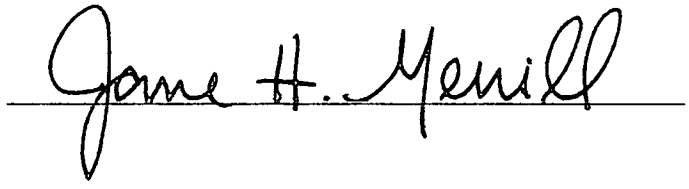
CONCLUSION

The Court of Appeals erred in holding Ms. Williams' rights stemmed from the Agency Agreement instead of her rights stemming form her status as an insured and a potential beneficiary of an insurance policy. The Court of Appeals also erred in holding the Insurers did not waive their right to compel arbitration. This Court should reverse the decision of the Court of

Appeals, and affirm the trial court's denial of the Insurers' Motion to Compel Arbitration.

Respectfully Submitted,

HAWTHORNE MERRILL LAW, LLC



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April 27, 2018

Greenwood, South Carolina

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM ABBEVILLE COUNTY
Court of Common Pleas

The Honorable Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2012-CP-01-00306
Appellate Case No. 2016-001512

Richard Wilson, Michael J. Antoniak, Jr., Marsha L. Antoniak, Anita L. Belton, Prescott Darren Bosler, Johnny Calhoun, Sallie Calhoun, Cynthia Gary, Robert Wayne Gary, Eugene P. Lawton, Jr., Jeanette Norman, James Robert Shirley, Robert W. Spires, Crystal Spires Wiley, Lewis S. Williams, Janie Wiltshire, Benjamin Franklin Wofford, Jr., and Rebecca Hammond Wofford,.....Plaintiffs-Petitioners,

v.

Laura B. Willis and Jesse A. Dantice, individually, and as agents and/or brokers for Southern Risk Insurance Services LLC, Travelers Casualty Insurance Company of America, Allied Property and Casualty Insurance Co., Peerless Insurance Co., Montgomery Mutual Insurance Co., Safeco Insurance Co. of America, and Foremost Insurance Co., Southern Risk Insurance Services, LLC, Travelers Casualty Insurance Co. of America, Allied Property and Casualty Insurance Co., Peerless Insurance Co., Montgomery Mutual Insurance Co., Safeco Insurance Co. of America, and Foremost Insurance Co., and Laurie Williams,.....Defendants,

Of whom Peerless Insurance Co., Montgomery Mutual Insurance Co., and Safeco Insurance Co. of America are.....Defendants-Respondents,

and

Of whom Laurie Williams is a .....Petitioner.

CERTIFICATE OF SERVICE

I, the undersigned attorney, certify I have served all counsel of record with a copy of the pleading(s) listed below by mailing same by United States Mail, postage prepaid, to the following:

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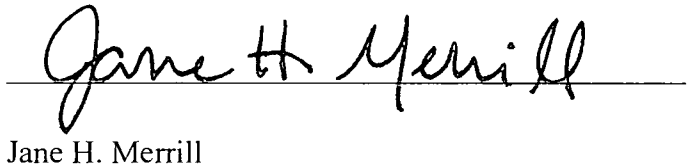

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Greenwood, South Carolina