

June 25, 2018

Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED

JUN 28 2018

SC Court of Appeals

RE: Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, *dba Sherwood Plumbing Service, LLC Sherwood Tidwell Owner/Operator/Agent #30530*¹ and Beatrice T. Tidwell, Rick Skurko in his official and individual capacity and Tracey Peer in her official and individual capacity
Appellant Case No.: 2018-001134

Dear Ms. Kitchings

In this letter as a response to the case manager spoken to today, June 26, 2018, Appellant is asking this court to reinstate the correct CAPTION in this matter. Appellant never agreed to drop any of the above Defendants from this action. I filed with the following captions/heading:

Initial Amended Complaint filed July 18, 2017 (the Appellant did not need the court's permission as it was amended prior to an Answer by the Defendants) the Caption at all times read as follows:

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, dba Sherwood's Plumbing Service, LLC Sherwood F. Tidwell, Owner/Oper./Agent #30530 *and* Beatrice Tyree Tidwell

As is very clearly shown, Appellant do not use the conjunction *and* between Sherwood's Plumbing Service LLC, Sherwood F. Tidwell Owner/ Oper./Agent #30530. The *conjunction and*² is not USED until the Defendants' responses to the Complaint and when Judge Cooper asked them to write their own Orders to Dismiss, etc., in doing they changed the entire meaning and INTENT of this pro se making it appear that this pro se Appellant name Sherwood Tidwell

¹ *Sherwood Tidwell Owner/Operator/Agent #30530 this was clearly meant as notation which the complaint and the record clearly defines – the court clearly ignored the pro se standard in reading this pro se's complaint*

² **AND CONJUNCTION** used to connect words of the same part of speech, clauses, or sentences, that are to be taken jointly "bread and butter" · **synonyms:** together with · along with · with · as well as used to introduce an additional comment or interjection.

"if it came to a choice—and this was the worst thing—she would turn her back on her parents" · **synonyms:** as well as · together with · along with · in addition to; informal used after some verbs and before another verb to indicate intention, instead of "to". "I would try and do what he said" · **ANDs** (plural noun)

as a party to this action in order to have this action dismissed upon deception and the lower court's giving them them charge of judge and jury.

(See Responses dated August 15, 2017 and September 5, 2017 by Attorney Murphy, Response by Attorney Matthews dated July 12, 2017 and response by Attorney Spitz dated August 3, 2017)

If this court researched this matter it should have found that no responses, answers, complaints or motions filed by this *Pro se Appellant* does she use the conjunction **and** saying she was including Sherwood Tidwell in this action, in fact she clearly states she is not doing so.

Nor will it find where she **left off or dropped** Beatrice T. Tidwell yet the Defendants consistently do so.

Nor will it show the Appellant dropped Rick Skurko and Tracy Peer named in the amended Complaint *Dismissed* by the lower court therefore they are part of this Appeal as Captioned in the *NOTICE OF APPEAL*

The fact that the Plaintiff never caught this misleading and deception by the Officers of the Court Murphy, Matthews and Spitz, does not change the facts of this matter and the **TRUE** caption or well established law and the meaning of the Plaintiff being the Master of her Complaint. See *Chester v SC Department of Public Safety, et.al. (SC Sup Ct 2007)* (See attached and below).

See also the emails from Pro se Appellant to Judge Cooper were she informed the court of its mistake (Attached Page 2) and were that Mistake was corrected in the Denial of the Motion to Reconsider dated May 16, 2018, which should be the controlling order in this matter Appellant understands.

Pro se never provided this court or Judge Cooper with the heading that is reported in this Court's letter dated June 25, 2018 were it *dropped* Respondents Beatrice Tidwell, Rick Skurko and Tracy Peer *AND this court wrongly added* Sherwood Tidwell as a Respondent, he is not a respondent in this Appeal.

INITIAL Caption - Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, Sherwood Plumbing Service, LLC, dba *and* Beatrice T. Tidwell

December 4, 2017 amended complaint adding Rick Skurko and Tracy Peer and additional causes of action. The new caption should read:

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, *dba Sherwood Plumbing Service, LLC (Sherwood Tidwell Owner/Operator/Agent #30530) and* Beatrice T. Tidwell,

Rick Skurko in his official and individual capacity and Tracey Peer in her official and individual capacity

At no time, did I DROP Beatrice T. TIDWELL to do so would take away the causes of action for negligent entrustment, etc.,

In fact, Appellant made it a point to correct Judge Cooper's Order letting him know that she did not agree to drop Beatrice Tidwell (See emails) at which point they corrected the heading.

The Judge's Caption in his Order denying Appellant's complaint parrots the Defendants' Caption

This is clearly not what is on any document filed by this Appellant. The Defendants have misconstrued³ the Complaint⁴ and this resulted in this APPEAL. This action is a complete injustice and continues to show the prejudice the courts have of pro se litigants.

As stated the actions are completely inappropriate and is against well established law and is also a violation of the well established Pro Se Standard, it goes against this court's and sister courts and superior courts the South Carolina Supreme Court as well as the United States well established rules and laws governing captions and the rights of the pro se plaintiff or anyone for that matter..

See Hampton v. Monsanto Co., No. 4:11-CV-1662 (CEJ), 2011 WL 5307835 (E.D. Mo. Nov. 3, 2011). *Anderson v. Bayer Corp.*, 610 F.3d 390, 393 (7th Cir. 2010)

Once the pro se informed Judge Cooper's office of the wrong Caption in Denial the lower court made the corrections and cited the correct CAPTION (See Motion to Reconsider Response dated May 16, 2018).

As to Rick Skurko and Tracy Peer,⁵ Appellant clearly Appealed Judge Cooper's Order dismissing the Amended Complaint therefore they were never dropped from this Appeal it would make no sense to Appeal the denial of the Amended Complaint without the very individuals that *I sought to add including the additional cause of actions. They cannot be dropped from the Appeal Caption and must be put back. They are all rightly named in the NOTICE OF APPEAL*

In *Chester v SC Department of Public Safety, et.al.*, 2007 the South Carolina Supreme Court:

"It is well-settled that a plaintiff has the sole right to determine which co-tortfeasor(s) she will sue. e.g., *Doctor v. Robert Lee, Inc.*, 215 S.C. 332, 55 S.E.2d

³ interpret (something, especially a person's words or actions) wrongly.

⁴ Making themselves the Master of this APPELLANT's Complaint

⁵ I spelled the name in the Caption as Tracy --- the Defendants spelled it Tracey

68 (1949); South Carolina Dep't of Health and Envior. Control v. Fed. Serv. Indus., Inc., 294 S.C. 33, 362 S.E.2d 311 (Ct. App. 1987).

Giving a TCA defendant the right to a proportionate verdict "when an alleged tortfeasor is named a party defendant," intended to abrogate the tort plaintiff's right to choose her defendant, nor to effectively force the plaintiff to choose between settling with some parties and thereby forego her right to sue a TCA defendant, or going to trial against all co-tortfeasors. Compare Wade v. Berkeley County, 348 S.C. 224, 559 S.E.2d 586 (2002).

Based on the above evidence and court record, I am asking this court to reinstate the heading as document and filed by the lower court's records, the filed records and the emails submitted.

I also apologize for any typos or grammar mistake as I had a panic attack and am dealing with it while writing this per my conversation with the case manager.

Sincerely,



Genda Couram

104 Macaw Lane
Lexington, SC 29073
803 358-0127

/grc

Attachments

*Email - not sent Respondent
Motor not sent to Respondent*

c: John Robert Murphy, Esquire
Jescelyn Tillman Spitz, Esqurie
Eugene Matthews, Esquire.

Re: ALERT Re: Matthews "Order"

glenda c

Thu 4/26/2018 7:53 PM

To: Cooper, G. Thomas Law Clerk (Jamie Rutkoski) <GCooperLC@sccourts.org>;

Thank you

From: Cooper, G. Thomas Law Clerk (Jamie Rutkoski) <GCooperLC@sccourts.org>
Sent: Thursday, April 26, 2018 3:30 PM
To: glenda c
Cc: CLAWSON AND STAUBES LLC; gmatthews@richardsonplowden.com; jrmurphy@murphygrantland.com
Subject: RE: ALERT Re: Matthews "Order"

Received.

Jamie Rutkoski
Law Clerk to the Honorable G. Thomas Cooper, Jr. and the Honorable Jean H. Toal
Circuit Court of South Carolina
1121 Broad St., Rm. 313
Post Office Box 1557
Camden, SC 29021
Phone: (803) 425-7182
Fax: (803) 425-5529

From: glenda c [mailto:grcouram@hotmail.com]
Sent: Tuesday, April 24, 2018 4:00 PM
To: Cooper, G. Thomas Law Clerk (Jamie Rutkoski) <GCooperLC@sccourts.org>
Cc: CLAWSON AND STAUBES LLC <jspitz@clawsonandstaubes.com>; gmatthews@richardsonplowden.com; jrmurphy@murphygrantland.com
Subject: Re: ALERT Re: Matthews "Order"

Dear sir

Please acknowledge I informed you I will file a motion to reconsider within 10 days of your decision as required by the courts thru this email as you requested I contact you.

If you would like me to send a letter to you please let me know.

Glenda couram

Pg 1

803 358-0127

From: glenda c <grcouram@hotmail.com>
Sent: Monday, April 23, 2018 11:52 PM
To: gcooperlc@sccourts.org; gcooper@sccourts.org
Cc: CLAWSON AND STAUBES LLC; jrmurphy@murphygrantland.com; gmatthews@richardsonplowden.com
Subject: Re: ALERT Re: Matthews "Order"

Sir

As I am writing and filing the Reconsideration and Notice of Appeal - I note that for some reason **Beatrice Tidwell** was removed from the caption of *my* complaints.

The caption should read *Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual, Sherwood's Plumbing Services, LLC, Sherwood F. Tidwell, Owner/Oper./Agent #30530 and Beatrice Tyree Tidwell*. The Caption was Amended without need of leave of court according to Rule 15 *prior* to receiving the Defendants' Answer. Dated July 18, 2017 and clocked in July 19, 2017

The later amended compliant *reads the same* except adding Tracey Peer and Mark Skurko.

With respect sir, I would appreciate the correction on the caption in your Order so there is no issue with the Appeal and 59 Motion as I am going to respond with the correct defendants. I am not sure how the caption was changed but it was not changed by the Plaintiff except when amended with the defendants as listed above.

glen

From: glenda c <grcouram@hotmail.com>
Sent: Monday, April 23, 2018 9:25 PM
To: gcooperlc@sccourts.org; gcooper@sccourts.org
Cc: CLAWSON AND STAUBES LLC; gmatthews@richardsonplowden.com; jrmurphy@murphygrantland.com
Subject: Re: ALERT Re: Matthews "Order"

Dear Judge Cooper

I received the Order dismissing my complaint under the Motion to Dismiss. This is to inform you that per the rules I will file a motion to reconsider rule 59 and then a Notice of Appeal as soon as I get your denial of the Rule 59 Motion.

I do not believe there is a transcript because you had each person write your order, but I will check with the transcriber for that day just in case.

I hope to have the 59 Motion to you by May 15th as I just received the denial.

glen

glen

From: glenda c <grcouram@hotmail.com>
Sent: Thursday, February 22, 2018 8:57 PM
To: gcooperlc@sccourts.org; gcooper@sccourts.org
Cc: gmatthews@richardsonplowden.com; CLAWSON AND STAUBES LLC; jrmurphy@murphygrantland.com
Subject: ALERT Re: Matthews "Order"

Judge Cooper

I would appreciate it if you will read the Order submitted by Matthews. In that Order he is asking you to do away with my constitutional rights to include right to the courts. I understand the courts has been no friend to me as a pro se but I am still a citizen an allowing Orders to be written by attorneys can allow a lot of wrongs being done and rights being taken as with Judge McFadden who allowed Matthews to write his order as Matthews has stated in his response to you

I have met with an attorney, neither of us understand what is happening but I am working to submit the document as you asked. I am just asking that if you decide to sign Matthews Order provided for your signature that you don't take away my hard **earned rights in the US. With all due respect**

Thank you

From: glenda c <grcouram@hotmail.com>
Sent: Tuesday, February 20, 2018 6:56 PM
To: gcooperlc@sccourts.org; gcooper@sccourts.org
Cc: CLAWSON AND STAUBES LLC; jrmurphy@murphygrantland.com; gmatthews@richardsonplowden.com
Subject: REQUEST FOR ADDITIONAL TIME TO FILE "ORDER"

Judge Cooper

As a pro se I am having difficulty in figuring out what you want in "this order." I have an appointment to speak with an attorney to get some direction as to what you want. I thought maybe you wanted what I would be willing to settle for but I cannot image that is the case.

I have put before the court already why this matter is not subject to dismissal at this stage so to ensure I am complying with what you are asking I have made an appointment to speak with an attorney.

Please allow me a full 20 days to submit to the court the "order" from me which will make the "order" due between now and March 4, 2018.

Glenda Couram
803 358-0127

pg 3

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

pg 4

Re: Order

glenda c

Thu 5/3/2018 8:55 PM

To: Cooper, G. Thomas Law Clerk (Jamie Rutkoski) <GCooperLC@sccourts.org>;

Okay I will wait for the Clerk to send the Order. Thank you

Glen

---

**From:** Cooper, G. Thomas Law Clerk (Jamie Rutkoski) <GCooperLC@sccourts.org>  
**Sent:** Thursday, May 3, 2018 8:07 PM  
**To:** glenda c  
**Subject:** Re: Order

The judge does not disburse Orders to the parties. That is handled by the Clerk's office.

Sent from my iPhone

On May 3, 2018, at 4:03 PM, glenda c <grcouram@hotmail.com<mailto:grcouram@hotmail.com>> wrote:

Hello

I have been waiting for the Judge's signed Order to know the date for the Motion to Reconsider I have not received it thru email or mail.

Glen

~~~ CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company, Titan
Indemnity Company, Eugene Matthews, in his
in his individual capacity, Sherwood Plumbing
SVC, LLC, dba and Beatrice T. Tidwell, Rick
Skurko in his official and individual capacity
and Tracey Peer, in her official and individual
capacity

Defendants.

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2017-CP-40-04048

**DENIAL OF PLAINTIFF'S MOTION TO
RECONSIDER**

After careful consideration of the Plaintiff's Motion and the record in this case, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered. Accordingly, this Court hereby DENIES Plaintiff's Motion pursuant to Rule 59(e) SCRCP to Alter or Amend Judgment of this Court's Order entered on or about April 20, 2018. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

AND IT IS SO ORDERED.

G. Thomas Cooper, Jr.
Presiding Judge, Fifth Judicial Circuit



Richland Common Pleas

Case Caption: Glenda R Couram vs Nationwide Mutual Insurance Company ,
defendant, et al
Case Number: 2017CP4004048
Type: Order/Other

So Ordered

s/ Honorable G. Thomas Cooper, Jr. Circuit
Judge 2126

Electronically signed on 2018-05-16 13:46:13 page 2 of 2

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CIVIL ACTION NO: 2017-CP-40-4048

Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company,
Titan Indemnity Company,
Eugene Matthews, in his individual capacity,
Sherwood Plumbing SVC, LLC, and
Sherwood Tidwell,

Defendants.

**ORDER DENYING PLAINTIFF'S
MOTION FOR LEAVE TO AMEND
COMPLAINT**

This matter is before the Court on Plaintiff Glenda R. Couram's Motion for Leave to Amend her Complaint to add additional defendants and causes of action. A hearing on the motion was held on February 12, 2018. Appearing for Nationwide Mutual Insurance Company and Titan Indemnity Company and the proposed new Defendants Shurko and Peer was J.R. Murphy, Esquire. The Plaintiff appeared pro se. For the reasons set forth below, Plaintiff's Motion for Leave to Amend her Complaint is DENIED.

I. FACTUAL AND PROCEDURAL HISTORY

This action arises out of a September 18, 2015 automobile accident involving Plaintiff and Defendant Sherwood Tidwell. On April 12, 2016, Plaintiff filed a complaint against Sherwood Tidwell and "Titian [sic] Indemnity Company Subsidiary of Nationwide Insurance" in the Richland County Court of Common Pleas, styled as: Glenda Couram v. Sherwood Tidwell, et al. Civil Action No. 2016-CP-40-2350 (hereinafter the "Prior Action"). In the Prior Action, Plaintiff sought damages for the September 18, 2015 automobile accident involving Mr. Tidwell. On February 16, 2017, Mr. Tidwell filed an Offer of Judgment pursuant to Rule 68 of the South Carolina Rules of Civil Procedure in which he offered the sum of \$20,000 to Plaintiff in full compromise and settlement of her claims.

pg 1 of 10 sent

The Supreme Court of South Carolina

Carolyn Chester, as Personal Representative of
the Estate of Sherman E. Boutte, Jr., Appellant,

v.

South Carolina Department of Public Safety,
South Carolina Department of Transportation,
South Carolina Forestry Commission, Gary
Thomas LaSalle, COBRA Transport a/k/a Cobra
Automobile Transporting, Alternative Transport
Services, Florida Auto Transport, Vic Mullins as
the Personal Representative of the Estate of
Jacob Trey Hall, Robin H. Miller, as the Personal
Representative of the Estate of Rory Miller,
Jeremy Crye, Ryder Truck Rental, Inc., Darren
Mosley, RSC Transportation, Inc., Randel
Brigman, Ernestine Hare Arnette, Mayflower
Movers a/k/a Mayflower Transit, LLC and
American Way Moving and Storage, Inc.,
Defendants,

of whom the South Carolina Department of Public
Safety, South Carolina Department of
Transportation and South Carolina Forestry
Commission are the Respondents.

ORDER

Respondents' petition for rehearing is granted and the following opinion substituted for the original opinion. The only change is found in the first sentence of the FACTS, where the phrase "controlled burn being conducted by respondent Forestry Commission" is stricken and replaced by the word "fire."

IT IS SO ORDERED.

s/ Jean H. Toal _____ C. J.

s/ Donald W. Beatty _____ J.

s/ John W. Kittredge _____ J.

s/ Kaye G. Hearn _____ J.

s/ James E. Moore _____ A.J.

Columbia, South Carolina
August 23, 2010

**THE STATE OF SOUTH CAROLINA
In The Supreme Court**

Carolyn Chester, as Personal Representative of
the Estate of Sherman E. Boutte, Jr., Appellant,

v.

South Carolina Department of Public Safety,
South Carolina Department of Transportation,
South Carolina Forestry Commission, Gary
Thomas LaSalle, COBRA Transport a/k/a Cobra
Automobile Transporting, Alternative Transport
Services, Florida Auto Transport, Vic Mullins as
the Personal Representative of the Estate of
Jacob Trey Hall, Robin H. Miller, as the Personal
Representative of the Estate of Rory Miller,
Jeremy Crye, Ryder Truck Rental, Inc., Darren
Mosley, RSC Transportation, Inc., Randel
Brigman, Ernestine Hare Arnette, Mayflower
Movers a/k/a Mayflower Transit, LLC and
American Way Moving and Storage, Inc.,
Defendants,

of whom the South Carolina Department of Public
Safety, South Carolina Department of
Transportation, and South Carolina Forestry
Commission are the Respondents.

Appeal from Dorchester County
James C. Williams, Jr., Circuit Court Judge

Opinion No. 26833
Heard June 8, 2010 – Re-filed August 23, 2010

REVERSED

Mark B. Tinsley, of Gooding and Gooding, of Allendale, and Robert Norris Hill, of Newberry, for Appellant.

Lisa A. Reynolds, of Anderson & Sequi, of Charleston; R. Morrison M. Payne and Christy Scott, both of Scott & Payne, of Walterboro; and Roy Pearce Maybank, of Charleston, for Respondents.

PER CURIAM: Appellant contends the trial judge erred in ordering her, the plaintiff in this Tort Claims Act (TCA) suit brought against three state agencies (respondents), to join other alleged joint tortfeasors as defendants at respondents' request, in order to effectuate the respondents' right to a proportionate verdict under S.C. Code Ann. § 15-78-100(c) (2005). The trial judge agreed with respondents that he could require appellant to add party defendants, but ultimately dismissed the action because these co-tortfeasors could not be joined since the appellant had already settled with them. See Rule 19, SCRCP. We agree with appellant that the trial judge lacks the authority to require her to sue additional alleged co-tortfeasors, and reverse.

FACTS

Appellant's decedent was killed in a multiple vehicle accident caused when heavy smoke from a fire allegedly obstructed visibility on Interstate 95. As a result of the number of vehicles involved and the alleged negligence of three different state agencies, there are numerous potential defendants. A number of passengers in these vehicles or their estates brought actions in Hampton County naming appellant as a defendant. Appellant then brought this suit against the three TCA defendants in Dorchester County, and subsequently received settlements from a number of other defendants in the original Hampton suits. The Dorchester TCA defendants contended, and the trial judge agreed, that they were entitled to have the judge order appellant to join other alleged tortfeasors (including many with whom appellant had already settled in Hampton County) as defendants under Rule 19, SCRCP. The statute upon which the respondents and the trial judge relied provides:

In all actions brought pursuant to this chapter when an alleged joint tortfeasor is named as party defendant in addition to the governmental entity, the trier of fact must return a special verdict specifying the proportion of monetary liability of each defendant against whom liability is determined.

§15-78-100(c).

ISSUE

Can a TCA defendant require the plaintiff to sue other alleged tortfeasors?

ANALYSIS

It is well-settled that a plaintiff has the sole right to determine which co-tortfeasor(s) she will sue. E.g., Doctor v. Robert Lee, Inc., 215 S.C. 332, 55 S.E.2d 68 (1949); South Carolina Dep't of Health and Environ. Control v. Fed. Serv. Indus., Inc., 294 S.C. 33, 362 S.E.2d 311 (Ct. App.

1987). A ruling that a TCA defendant can compel a plaintiff to join other alleged tortfeasors as defendants in that suit would overturn this firmly entrenched common law principle. Moreover, *a concomitant ruling that where these defendants cannot be joined because they have already settled with the plaintiff, the action must be dismissed, would thwart our strong public policy favoring the settlement of disputes. E.g., Poston v. Barnes, 294 S.C. 261, 363 S.E.2d 888 (1987). We are not persuaded that the General Assembly, in enacting § 15-78-100(c), giving a TCA defendant the right to a proportionate verdict "when an alleged tortfeasor is named a party defendant," intended to abrogate the tort plaintiff's right to choose her defendant, nor to effectively force the plaintiff to choose between settling with some parties and thereby forego her right to sue a TCA defendant, or going to trial against all co-tortfeasors. Compare Wade v. Berkeley County, 348 S.C. 224, 559 S.E.2d 586 (2002).*

Where, as here, the plaintiff has settled with some co-tortfeasors the TCA defendants are not *without a remedy. First, if the jury returns a verdict finding more than one respondent liable, then it will be required to apportion liability among these respondents. § 15-78-100(c). Moreover, under the procedure outlined in Smalls v. South Carolina Dep't of Educ., 339 S.C. 208, 528 S.E.2d 682 (Ct. App. 2000), any respondent found liable will be entitled to an equitable set-off against the settlements appellant has already received.*

CONCLUSION

The trial judge erred in holding that under Rule 19, SCRCP, he could require appellant to join other co-tortfeasors in order to afford the respondents their potential right to proportionate liability under § 15-78-100(c).

REVERSED.

TOAL, C.J., BEATTY, KITTREDGE, HEARN, JJ., and Acting Justice James E. Moore, concur.

GLEN Couram
104 macaw Ln
Lexington, SC 29073

Jenny Abbott Kitchings
Clerk, Court of Appeals
1220 Senate St
Columbia, SC 29201



RECEIVED

JUN 28 2018

SC Court of Appeals