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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM HORRY COUNTY
Court of Common Pleas

The Hon. Benjamin H. Culbertson, Circuit Court Judge

Case No: 2016-CP-26-798

Appellate Case No: 2017-000745

South Carolina Farm Bureau Mutual Insurance Company .....Respondent

vs.

Michael David Harrelson, Devora Harrelson, Kevin Duke
and Government Employees Insurance Company ..... Defendants

OF WHOM:
Michael David Harrelson and Devora Harrelson are ..... Appellants
and
Government Employees Insurance Company is..... Respondent

FINAL BRIEF OF RESPONDENT SOUTH CAROLINA FARM BUREAU

J. Dwight Hudson, Esquire
SC Bar #2753
Hudson & Graham
PO Box 70218
Myrtle Beach, SC 29572
T: (843) 692-9889; F: 9190
Email: hudsonlaw@hudsonlawoffice.com
Attorney For: Respondent South Carolina Farm Bureau Mutual Insurance Company

TABLE OF CONTENTS

TABLE OF AUTHORITIES

Cases

Statutes

I. STATEMENT OF THE FACTS:

A fist fight/physical assault occurred in a Wal-Mart parking lot in the Myrtle Beach area of Horry County. Respondent, Kevin Duke (Hereinafter, "Mr. Duke") assaulted Appellant Michael David Harrelson (Hereinafter, "Mr. Harrelson") with his hands, his fists and his body. Mr. Duke did not use his vehicle to assault Mr. Harrelson and Mr. Harrelson did not use his vehicle to defend himself. The assault occurred outside of the vehicles. Neither vehicle played an active role in the altercation, neither vehicle was occupied during the altercation, and neither was used for transportation during the assault. .

On the Friday before Christmas of 2012 (December 21, 2012), Mr. and Mrs. Harrelson went to Wal-Mart to buy washing powder (R.p.131-133). The parking lot was crowded because of the holiday, so Mr. and Mrs. Harrelson decided to wait for a shopper about to exit a spot near the store (R.p.133, lines 13-21). Mrs. Harrelson left the car to go and fetch a shopping cart while her husband remained in the vehicle, waiting for the other car to vacate the parking spot. She had retrieved a cart and rolled it to the front of that parking row when she heard a car horn (R.p.133, line 21-p. 134, line 3). She turned around and observed that the driver of the car behind her husband (Mr. Duke) was flashing his lights and honking his horn (R.p.135). Mr. Harrelson says that after his wife got out of the car a vehicle approached behind him, flashing its lights, revving its engine, and slamming on its brakes just behind the Harrelson car (R.p.216-217). The third party vehicle left the parking spot, pulling forward through an empty spot, and Mr. Harrelson pulled into the spot (R.p.217; R.p.267, line 23-p.268, line3).

Mr. Duke parked behind Mr. Harrelson's vehicle and called out to Mrs. Harrelson who was standing at the end of the row of cars, on the drivers' side of the Duke vehicle. Mr. Duke

asked Mrs. Harrelson if that was her husband and she said yes (R.p.137, line 21-p. 138, line 17). By this time Mr. Harrelson had left his car and walked to the end of the parking row to stand beside his wife, and he told Mr. Duke that he was Mrs. Harrelson's husband (R.p.218, lines 2-9; p. 138, line 19-p. 139, line 7).

Mr. Duke cursed, got out of his car, took several steps, and punched Mr. Harrelson in the face, breaking his glasses (R.p.218, lines 10-13; p. 140, lines 18-25). Mr. Harrelson tried to push Mr. Duke away and Mr. Duke pushed back. Although they were standing besides Mrs. Harrelson at the end of the parking row when the altercation started, the shoving match propelled them back towards Mr. Duke's parked car (R.p. 140, line 24 - p. 141, line 5). Pinning Mr. Harrelson to the back of his car, Mr. Duke tried to hit Harrelson's face from behind. Mrs. Harrelson stepped in to pull her husband away, but then Mr. Duke hit her and Mr. Harrelson pushed her behind him, and Mr. Duke resumed striking Mr. Harrelson. Mrs. Harrelson pulled out her phone and called 911 and then Mr. Duke got into his car and drove away. (R.p. 141-146)

Mr. Duke says that he and his wife were shopping and he left the store to go get the car and pick his wife up at the front of the store. He retrieved his car, heading to the front of the store and came upon a stopped car with no signal and he saw no one backing out of a spot (R.p.264, 265, 267) He didn't drive around the car because he thought it might cause an accident. He honked, pulled closer to the car and honked again, and then saw a car pulling forward through an empty spot and vacating a parking space (R.p. 267 - 269). Mr. Duke says that after the Harrelson vehicle pulled into the space, he continued driving down the aisle, towards the store, but encountered Mrs. Harrelson at the end of the parking row, screaming and cursing at him. Then, Mr. Duke says Mr. Harrelson approached his window, threatening him and Mr. Duke got out of his car to defend himself (R.p.273-275). Mr. Duke says the Harrelsons were free to

walk away from his car but instead approached his window and that the much larger Mr. Harrelson threatened him. Mr. Duke testified that he never hit Mrs. Harrelson and did not continue trying to strike Mr. Harrelson after Harrelson walked away; that the encounter lasted only seconds; and that as a former police officer he drove away because he didn't want the event to escalate. Mr. Duke did report the assault when he got home (R.p.276-278).

Although the Appellants contend that Mr. Duke's vehicle blocked their vehicle into the parking spot, Mr. Duke's testimony is that the third party vacated the parking spot that Mr. Harrelson awaited by pulling forward, meaning that the space in front was vacant. (R.p.267-269). Further, this entire event was caught on the Wal-Mart parking lot camera, which provides the most definitive evidence of this altercation (R.p.374-375; also available at: the following link).

https://drive.google.com/drive/folders/0BwFCWhJxtjVCVHhQQS04TUFLTDQ?usp=sharing

It is uncontested that the fight/assault/altercation involved the people and did not involve the vehicles. All parties agree that they stopped or parked and exited their vehicles on foot. The only involvement of either vehicle in the physical contact was by the Appellants' account and claim that Mr. Dukes pinned Mr. Harrelson against the back of the Harrelson vehicle during part of the encounter. Both Mr. and Mrs. Harrelson agreed that Mr. Duke's actions were intentional (R.p.146-148; R.p.224).

It is also uncontested that neither vehicle was being used for transportation at the time of the fight. As the facts pertain to coverage, Appellant Mrs. Harrelson summed it up well in her testimony. She testified that it "would be almost impossible for him (Mr. Duke) to be driving a vehicle and beating somebody on the outside of it all at the same time. So it (Duke's vehicle) couldn't have been transporting him at the time" (R.p.163).

II. POLICY PROVISIONS, RELEVENT STATUTES, AND ADDITIONAL GROUNDS ASSERTED:

South Carolina Farm Bureau Mutual Insurance Company (SCFB) issued a policy of automobile insurance to Devora Harrelson, being policy number 805996, with underinsured motorist coverage limits of 25/50/25 on a 2005 Ford Mustang. It also issued a policy of automobile insurance to the Defendant, Devora Harrelson, being policy number 804304, with underinsured motorist coverage limits of 25/50/25 on two vehicles - a 1996 GMC Sierra K 1500 and a 2003 BMW 325.

Respondent South Carolina Farm Bureau's insurance policies covering the Harrelson vehicles provide, in pertinent part, as follows:

> **Definitions**
>
> 18. **Occupying** means having actual physical contact with an **auto** while in, upon, entering, or alighting from it.
>
> 19. **Pedestrian** means a person on foot or while using a wheelchair or a non-motorized bicycle.
>
> (R.p.317)

***

> **Part II- Uninsured/Underinsured Motorist Coverage**
>
> **Underinsured Motorist Coverage**
>
> **We** will pay damages for **bodily injury** or **property damage** a **covered person** is legally entitled to collect from the owner or operator of an **underinsured motor vehicle.** The **bodily injury** or **property damage** must be caused by accident arising out of the operation or ownership of the **underinsured motor vehicle.**
>
> (R.p.317)

***

> If you or any **family member**, while not **occupying a motor vehicle,** sustains **bodily injury** or **property damage**, and uninsured or underinsured motorist coverage from more than one policy issued by us to **you**, or any **family member**

applies to the accident, any amount payable under such policies shall be limited to the coverage on the one motor vehicle with the highest limits.

(R.p.320)

***

If **you** or any **family member** sustains **bodily injury** or **property damage** while **occupying your covered auto** and **you** or any **family member** has uninsured or underinsured motorist coverage on another **motor vehicle** under the policy or under another policy issued by **us** that applies to the accident, **you,** or any **family member** may recover he uninsured or underinsured motorist coverage on all other **motor vehicles** insured under the policy and under all other automobile policies issued by **us** to **you** or any **family member,** but neither **you** or nor any **family member** may recover any amount under such coverages that is greater than the amount of uninsured or underinsured motorist coverage on the **motor vehicle** involved in the accident.

(R.p.320-321)

Further, South Carolina has interpreted applicable statutes to require that policies provide uninsured and underinsured coverage for injuries arising out of the "ownership, maintenance, or use" of a motor vehicle. At the time of this accident, the Harrelsons were not occupying a motor vehicle, covered or otherwise, within the meaning of the applicable SCFB policies.

In addition, underinsured motorist coverage from the Harrelsons' policies with SCFB does not apply to this incident because:

(a) The attack was not an accident and it did not arise out of the occupation or ownership of the underinsured motor vehicle (Duke's) within the meaning of the SCFB policies;

(b) The attack was not an accident and it did not arise out of the ownership, maintenance or use of the underinsured motor vehicle;

(c) There is no causal connection between the underinsured motor vehicle and the injuries alleged;

(d) Even if a causal connection existed between the underinsured motor vehicle and the injuries, which is denied, an act of independent significance broke that connection; to wit, Duke exited his vehicle;

(e) The underinsured motor vehicle was not being used for transportation at the time of the injuries;

(f) Duke's vehicle did not block in the Harrelsons or their vehicle which could have exited the parking spot without obstruction or interference;; and

(g) The Harrelsons' injuries were caused by Duke's fists and were not caused by Duke's underinsured motor vehicle.

III. STATEMENT OF THE CASE:

South Carolina Farm Bureau Mutual Insurance Company (SCFB) filed the present declaratory judgment action, seeking the following:

a. An Order declaring that SCFB has no duty or obligation to defend any civil action arising out of the attack that occurred on or about December 20, 2012;

b. An Order declaring that the subject SCFB policies do not provide coverage for any claims arising out of or in any way related to the attack of December 20, 2012 for the reasons stated herein;

c. An Order declaring that SCFB has no obligation to pay any claims related to or arising out of the attack of December 20, 2012;

d. An Order declaring that no person has any rights, now or in the future, in any capacity, either as insured, claimant, or judgment creditor, under the subject SCFB insurance policies as a result of the attack of December 20, 2012;

e. Such other and further relief as this Court may deem just and proper.

Government Employees Insurance Company (GEICO) also filed a declaratory judgment action seeking similar declarations as to coverage under its applicable policy. Both declaratory judgment actions related to an underlying tort action - Harrelson v. Duke, CA# 2015-CP-26-6601, pending in the Horry County Court of Common Pleas. By Consent Order dated May 5, 2016 both declaratory judgment actions were consolidated for discovery and trial (R.p.21)

After discovery was conducted, both SCFB and GEICO filed Motions for Summary Judgment. The Motions were heard on February 27, 2017 and both motions were granted (R.p.5; R.p.11). The Appellants filed a Motion for Reconsideration which was denied by Order dated and filed May 3, 2017, and this appeal followed (R.p.80; Rp.90).

V. STANDARD OF REVIEW:

"A suit for declaratory judgment is neither legal nor equitable, but is determined by the nature of the underlying issue." Felts v. Richland County, 303 S.C. 354, 356, 400 S.E.2d 781, 782 (1991). A suit to determine coverage under an insurance policy is an action at law. State Farm Mut. Auto Ins. Co. v. James, 337 S.C. 86, 93, 522 S.E.2d 345, 348-49 (Ct. App. 1999). Therefore, this Court's jurisdiction "is limited to correcting errors of law and factual findings will not be disturbed unless unsupported by any evidence." Id.

City of Hartsville v. S.C. Mun. Ins. & Risk Fin. Fund, 382 S.C. 535, 677 S.E.2d 574 (S.C. May 18, 2009)

IV. ISSUE PRESENTED:

Does any evidence exist to support the grant of Summary Judgment?

VI. ARGUMENT:

Under these facts, it is not necessary to reach the statutory construction mandating coverage for injuries arising out of the "ownership, maintenance or use of a motor vehicle." Farm Bureau's

underinsured coverage is not triggered unless there is an accident. Duke's assault of Harrelson was not accidental. The beating by Duke was deliberate and resulted in criminal charges and the Appellants admitted (Dep. D. Harrelson, p. 43; Dep. M. Harrelson, p. 49). That should end the inquiry with a finding of no coverage. (R.p.317)

Even if these events constituted an accident, under applicable statutory and case law, the inquiry ends with a finding of no coverage. S.C. Code Ann. § 38-77-140(A) (Supp. 2012) mandates providing insurance coverage for injuries arising out of the "ownership, maintenance, or use" of a vehicle). To establish an injury out of the "ownership, maintenance, or use" of a motor vehicle, the party seeking coverage must show "(1) a causal connection exists between the vehicle and the injury, (2) no act of independent significance breaks the causal link between the vehicle and the injury, and (3) the vehicle was being used for transportation purposes at the time of the injury. *Peagler v. USAA Ins. Co., 368, SC 153, 628 SE2d 475.)*. "The key focus is on the extent of the role, if any, the vehicle played in causing the injuries or damage, or whether a particular activity is a covered use as required by statute or a policy provision." Peaglar *at 160, 628 SE2d at 479 (2006).* Use of a motor vehicle is defined as and limited to transportation uses. *Canal Ins. Co. v. Ins. Co. of N. America, 315 SC 1, 4, 431 SE2d 577, 579 (1993).*

There is a separate three-part test for the determination whether a causal connection exists to satisfy the first element. A causal connection exists when: (a) The vehicle was an "active accessory" to the injury; (b) The vehicle was something less than the proximate cause but more than the mere site of the injury; and (c) The injury was foreseeably identifiable with the normal use of the vehicle. Id. at 479.

As the video and the deposition testimony establish, there is no causal connection between the vehicles, the beating, and Harrelson's injuries. The vehicles were not an active

accessory. At most, during one part of the fight, Duke held Harrelson against his car. Duke could as easily have held Harrelson against a light pole or the wall of the store building. Duke using a car, in this instance, does not trigger auto insurance coverage any more than his use of a light pole or the wall of the store would have triggered coverage from Wal Mart or the electric company. At most, one of the vehicles was the site of part of the injuries.

Despite the Appellants' contentions, the vehicles were not an "active accessory" to the fist fight and these facts are not similar to those in Waussau Underwriters v. Howser, 309 SC 269, 422 SE2d 106 (1992). In Wassau, a vehicle occupant fired a gun from one moving vehicle into another. In this case, the assault happened to occur in a parking lot, but neither vehicle was being used for transportation at the time of the fight. SC law limits "use of a vehicle" within the meaning of the coverage statute to use for transportation. Peaglar, supra; Canal Ins. Co. v. Ins. Co. of N. America, supra Waussau held that a vehicle being the site of an injury does not provide the requisite causal connection. Here, Mr. Duke and Mr. and Mrs. Harrelson all testified that the Duke vehicle was parked and was not being used for transportation at the time of the assault (R.p.274; p. 146-148; p. 163; and R.p.224).

Additionally, for coverage to attach, the injuries must be foreseeably identifiable with the normal use of a vehicle. Being beaten or assaulted is clearly not something that one operating a vehicle would normally foresee, which Mr. Harrelson admitted (R.p.224).

This case is analogous to the Court of Appeals decision in Stone v. Traylor Bros, 300 SC 271, 600 SE2d 551 (Ct. App. 2004) In Stone, a Worker's Compensation claimant was injured in an altercation with another employee with whom the claimant had been romantically involved. The same requirements for coverage in this case were considered by the Court of Appeals in Stone, including the requirements of a causal connection and that the injury arises out of and in

the course of employment. In denying coverage, the Court of Appeals held that the injury must have had its origin in a risk connected with employment and to have flowed from that source as a natural consequence. The Court concluded that coverage is excluded if an injury flows from a hazard to which a claimant would be equally exposed apart from employment. Stone, *id*

In this case as in Stone, the injuries were not a natural consequence of the use of a car. The appellants' alleged injuries flowed from an assault that Mr. Harrelson would have been equally exposed to apart from the use of a vehicle. Therefore, applying the same logic as used by the Court of Appeals in Stone, this Court should conclude that coverage is excluded for this assault.

Other Courts considering similar cases have determined that no coverage exists under automobile policies: In Nevada, a US District Court found no coverage under either automobile or homeowners' policies after a parking lot accident between shoppers led to a physical altercation [Allstate Ins. Co. v. Bruttig, 2006 US Dist. LEXIS 81927]; The Nevada Court noted the following:

> While Nevada courts do not seem to have entertained the issue, other jurisdictions uniformly deny automobile **coverage** when the injuries result from incidents not directly associated with use of the auto. For example, in *State Farm Mut. Auto Ins. Co. v. Fernandez*, 767 F.2d 1299 (9th Cir. 1985), the plaintiff was stabbed during a road rage incident after both he and the defendant exited their vehicles. The defendant was uninsured and the plaintiff sought **coverage** under the uninsured benefits section of his policy, which promised **coverage** for all injuries "arising out of the ownership, maintenance or use of [an] uninsured motor vehicle." *Id.* at 1301. The court held that the plaintiff's stabbing injuries were not covered under the policy because they did not arise from the use of an uninsured motor vehicle. *Id.* at 1302.
>
> Similarly, in *Laycock v. American Family Mut. Ins. Co.*, 289 Ill. App. 3d 264, 682 N.E.2d 382, 224 Ill. Dec. 821 (Ill. App. 3d 1997), the court ruled that **coverage** did [*22] not exist where, following a near collision, the uninsured driver used his vehicle to stop and trap the claimant and then exited his vehicle and assaulted the claimant through an open window of his car. "The act of

leaving the vehicle and inflicting a battery is an event of independent significance which is too remote, incidental, or tenuous to support a causal connection with the use of the vehicle." *Id.* at 385.

Other cases follow *Fernandez* and *Laycock* in denying **coverage** when the injury results from an incident independent from the use of an automobile. *See Stenger v. Lawson,* 146 Ohio App. 3d 550, 2001 Ohio 4271, 767 N.E.2d 304 (Ohio App. 3d 2001) (denying **coverage** for **altercation** between drivers after they exited their vehicles); *Farmers Ins. Co. of Arizona v. Sedillo,* 2000 NMCA 94, 129 N.M. 674, 11 P.3d 1236, 1238 (Ct. App. N.M. 2000) (refusing **coverage** for post road-rage fight between drivers because there was no "sufficient causal nexus between the use of the vehicle and the resulting harm"); and *Race v. Nationwide Mut. Fire Ins. Co.*, 542 So.2d 347 (Fla. 1989) (denying **coverage** for fight between drivers because auto "must, itself, produce the injury").

While most of these cases involve the interpretation of an uninsured benefits provision of an auto insurance policy, the underlying policy language and substantive issue is identical: whether injuries stemming from an **altercation** happening outside of the autos arise out of the use of a motor vehicle. In all cases, the courts hold that such injuries do not arise out of the use of the auto and deny insurance **coverage.** In this case, the **altercation** between Bruttig and Widdoes clearly took place after each party had exited their vehicle. Their respective cars had nothing to do with the actual injuries that Widdoes suffered. Therefore, Bruttig's Allstate auto policy should not cover Widdoes' injuries.

Widdoes cites two cases for the proposition that the auto policy covers injuries bearing almost any causal relationship with the use of a motor vehicle. One court stated that the "arising out of the use" language of an auto policy has "broad and comprehensive application, and affords **coverage** for injuries bearing almost any causal relation with the vehicle." *State Farm Mut. Auto. Ins. Co. v. Partridge,* 10 Cal.3d 94, 109 Cal. Rptr. 811, 514 P.2d 123, 127 (1973). Similarly, in *Interinsurance Exch. v. Flores,* 45 Cal. App. 4th 661, 668, 53 Cal. Rptr. 2d 18 (1996), [*24] the court held that auto policies afford "**coverage** for injuries where the insured vehicle bears almost any causal relation to the accident at issue, however minimal." *Id.* (internal quotations omitted). But these cases are factually inapposite to our case. The first case involved an injury to a passenger when a gun discharged as the passengers hunted from their moving vehicle. *Partridge,* 514 P.2d at 123. The second case involved a drive by shooting. *Flores,* 45 Cal. App. 4th at 667. Thus, in each case the injury was sustained while the auto was still being operated. The above cited cases dealing with post-accident **altercations** are much more factually similar to the case at hand. This case should thus follow their decisions in refusing to extend **coverage** to the injuries arising out of the Bruttig-Widdoes' **altercation.**

> As with the homeowner's insurance policy, there is no genuine issue of material fact that should be left for the trier of fact. The record shows that Widdoes was injured during a post-accident **altercation** that occurred after both parties exited their vehicles. The automobile policy plainly excludes injuries not resulting from use of an auto. Therefore, summary judgment is appropriate.

Allstate Ins. Co. v. Bruttig, 2006 U.S. Dist. LEXIS 81927, *21-25, 2006 WL 3248393 (D. Nev. Nov. 2, 2006)

As to the core issue, for the underinsured coverage of the Farm Bureau policy to attach, the vehicle must have been used for transportation at the time of the subject incident. *Canal Ins. Co. v. Ins. Co. of N. America, 315 SC 1, 4, 431 SE2d 577, 579 (1993)* The Appellants' brief offers nothing to show that the Duke vehicle - or either vehicle for that matter - was being used for transportation when the fight occurred. That brief claims the Duke vehicle was being used for transportation because Duke left in his car after the fight. How Duke left is irrelevant. The focus of this case is the incident that caused the injuries. How the parties arrived at the scene of an incident and how they departed it has nothing to do with whether the injuries were, in any part, caused by a vehicle being used for transportation at the time of the event.

Appellants attempt to connect the Duke vehicle to this fight by claiming that (1) Duke blocked the Harrelson vehicle with his car and (2) Part of Duke's assault occurred on his car. As noted above, Duke's testimony is supported by the video which shows that the Harrelson vehicle was not blocked in because the departing car exited by driving forward - through the unoccupied parking space adjoining this one (R.p.267-269 and R.p.374-375). However, even assuming, for the purposes of this motion, that both claims are true, neither shows, establishes or tends to show that Duke's car was being used for transportation at the time of the fight or that Duke's car caused or contributed to causing any of the Appellants' injuries.

Additionally, Appellants cite South Carolina Farm Bureau Mutual Ins. Co. v. Kennedy, 398 SC 604, 730 SE2d 862 (2012) and claim that it holds that touching a vehicle "qualifies an injured party for underinsured motorist coverages." The issue in Kennedy was whether an injured party was "occupying" a vehicle such that underinsured motorist coverage was triggered. Under the facts of that case the Court held that the claimant touching the vehicle equated to occupying it. The injuries in Kennedy were caused by a vehicle on an adjoining highway being involved in a crash that caused it to leave the road and pin the injured party against his employer's truck, which he'd driven on an errand. In other words, Kennedy involved a claim for injuries caused by a car being used for transportation. This case involves a claim for injuries caused by Mr. Duke's fists and his physical assault.

CONCLUSION:

Coverage in this case should be excluded because Duke's assault of Harrelson was not accidental and because it did not arise out of the ownership, maintenance or use of a vehicle. As the Nevada decision noted, citing numerous decisions from jurisdictions across the country, "other jurisdictions uniformly deny automobile **coverage** when the injuries result from incidents not directly associated with use of the auto." *Allstate Ins. Co. v. Bruttig, supra.* Whether the motorists leave their vehicles to get involved in an altercation at a swap meet, at a bar, on the highway, or in a Wal Mart parking lot, coverage should be, and generally is, denied because the automobiles neither caused nor actively assisted in causing or facilitating the injuries. Following the language and logic of the SC Court of Appeals in Stone, this Court should hold that coverage is excluded for the Harrelsons injuries because they flow from an assault, which is a hazard to which Mr. Harrelson would be equally exposed apart from the use of an automobile.

Respondent South Carolina Farm Bureau asks that this Court uphold the Trial Court's findings and rulings in their entirety, and hold that underinsured coverage under the subject auto policy does not apply under the facts and is not available for this claim.

Respectfully submitted,

CERTIFICATE OF COUNSEL

The undersigned certifies that this Final Brief complies with Rule 211(b), SCACR.

J. Dwight Hudson, Esquire
SC Bar # 2753
Hudson Law Offices
PO Box 70218
Myrtle Beach, SC 29572
(843) 692-9889

Attorney For Respondent
South Carolina Farm Bureau

Dated: 10/26/17