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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

APPEAL FROM OCONEE COUNTY
IN THE COURT OF COMMON PLEAS
The Honorable Alexander S. Macaulay, Circuit Court Judge

AND FROM THE OPINION OF THE COURT OF APPEALS
Opinion No. 5601 (--- S.E.2d ----2018 WL 4905772)
Filed October 10, 2018

AND FROM THE SOUTH CAROLINA COURT OF APPEALS
Order Denying Petition for Rehearing
Filed December 13, 2018

Stoneledge at Lake Keowee Owners' Association, Inc., C. Dan Carson, Jeffrey J. Dauler, Joan W. Davenport, Michael Furnari, Donna Furnari, Jessy B. Grasso, Nancy E. Grasso, Robert P. Hayes, Lucy H. Hayes, Ty Hix, Jennifer D. Hix, Paul W. Hund, III, Ruth E. Isaac, Michael D. Plourde, Mary Lou Plourde, Carol C. Pope, Steven B. Taylor, Bette J. Taylor, and Robert White, Individually, and on Behalf of All others similarly situated, Petitioner-Respondents,

v.

IMK Development Co., LLC, Larry D. Lollis, William C. Cox, Integrys Keowee Development, LLC, Marick Home Builders, LLC, Bostic Brothers Construction, Inc., Rick Thoennes, Defendants.

Of Whom Bostic Brothers Construction, Inc. is the Respondent-Petitioner

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RESPONDENT-PETITIONER'S RETURN TO PETITIONER-RESPONDENT'S PETITION FOR WRIT OF CERTIORARI

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March 4, 2019

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COUNTER-STATEMENTS TO QUESTIONS PRESENTED FOR REVIEW

1. The Court of Appeals correctly held the trial court invaded the province of the jury under *Joiner v. Bevier* by amending the jury's verdict to find each cause of action independently supported a $5 Million verdict. 155 S.C. 340, 152 S.E.2d 652 (S.C. 1930).

2. The Court of Appeals correctly held the breach of fiduciary duty award against Mr. Thoennes in the amount of $1 Million was not subject to a set off from prior-settled tortfeasors.

COUNTER STATEMENT OF THE CASE

This construction defect action stems from a multi-family townhome project located on Lake Keowee in Oconee County, South Carolina, with multiple phases of development at Stoneledge of Lake Keowee (hereinafter "the Project"). Respondent-Petitioner Bostic Brothers Construction ("Bostic") was the initial general contractor of record and obtained building permits to construct the first 37 units as part of Phase I of the Project in August 2002. (*See* R. p. 1467, line 5; pp. 2365–2406). Bostic's principals, Jeff and Joe Bostic, had ownership interests in Defendant Keowee Townhouses, LLC, which operated as the developer of the Project. (R. p. 926, lines 15–22). After commencement of the Project, Bostic entered into bankruptcy proceedings. (R. p. 708, lines 1–9). At the time Bostic entered into bankruptcy proceedings, it had completed construction of approximately twelve townhomes.

On the brink of foreclosure, Defendant Keowee Townhouses, LLC sold the remaining, partially-completed 25 units in Phase I of the Project in lieu of foreclosure. These partially-completed units were sold to Defendant IMK Development Co., LLC ("IMK"), a development company comprised of Defendants Marick Home Builders, LLC ("Marick"), and Integrys Holdings, LLC ("Integrys"). (R. p. 1420, lines 6–16). The sale was completed on March 30, 2005, at a considerable discount. At the time IMK purchased the units, Rick Thoennes was the license holder and managing member for Marick. (R. p. 1431, lines 23–25). Shortly thereafter,

Marick assumed the role of general contractor, obtained new building permits on the 25 partially-completed units, and began work on the Project in 2005. (R. p. 1438, lines 3–8). At that time, Rick Thoennes assigned Nathan Hornaday as the superintendent for the Project. (R. p. 756, lines 7–14).

After assuming control of the Project in mid-2005, Marick created a homeowners association named Stoneledge at Lake Keowee Owners' Association, Inc. (hereinafter the "HOA"), established bylaws, and elected HOA board members including Rick Thoennes, William Cox, and Tim Roberson. (R. p. 508, line 23–p. 509, line 8). Marick remained in control of the HOA until September 2008. (R. p. 604, lines 9–21). In September 2008, Marick transferred control of the HOA to the individual homeowners. (R. p. 604, lines 9–14). Neither Bostic nor Defendant Keowee Townhouses, LLC had any active involvement in the HOA.

The HOA and various individual homeowners initiated this construction defect action on May 29, 2009 (the HOA and various individual homeowners as captioned above Petitioner-Respondents are hereinafter collectively, "Stoneledge"). Stoneledge filed suit against Bostic on February 9, 2010. (R. pp. 120–144). Stoneledge's Third Amended Complaint pled the following causes of action: (1) Breach of Warranty of Developers[1]; (2) Negligence of Developers; (3) Breach of Fiduciary Duty of Developers; (4) Breach of Warranty of Contractors and Subcontractors; (5) Negligence of Contractors and Subcontractors; (6) Negligence of Miller/Player and Associates ("MPA"); and (7) Breach of Express and Implied Warranty of MPA. (R. pp. 172–178).

A jury trial commenced on October 28, 2013 in Oconee County before the Honorable Alexander S. Macaulay. At trial, Stoneledge sought damages totaling $6.5 Million. During the

[1] "Developers" identified in Respondents' Third Amended Complaint included IMK, Keowee, Ludwig, SDI, Medallion, Integrys, Marick, Bostic, Larry Lollis, William Cox, Bradford Seckinger, John Ludwig, and Rick Thoennes, collectively and individually. (R. p. 170).

trial, Defendants Marick and IMK were deemed an amalgamated entity, and treated jointly for purposes of trial (hereinafter collectively, "Marick"). At the close of Stoneledge's case, Bostic moved for a directed verdict as to the statute of limitations, which was denied. (*See* R. p. 1526, line 7–p. 1547, line 10; p. 1594, line 4–p. 1595, line 5). Bostic renewed its motion for directed verdict at the close of Defendants' case, which was also denied. (*See* R. p. 1844, line 8–p. 1849, line 3). On November 7, 2013, the jury returned a verdict as follows:

(a) $3 Million for negligence against Marick and Bostic;

(b) $1 Million for breach of implied warranties against Marick and Bostic; and

(c) $1 Million for breach of fiduciary duty against Defendants IMK, Integrys, Rick Thoennes, Larry D. Lollis, and William C. Cox, individually.

(R. pp. 33–35). The jury allocated 60% of the negligence award to Bostic and 40% to Marick. The jury allocated 30% of the breach of implied warranties to Bostic and 70% to Marick. (R. p. 36). The trial court applied a setoff of $2,855,911.77 to the entire $5 Million verdict, entering judgment for $2,144,088.23, and in the instances of breach of implied warranties and negligence, the trial court then reduced the $2,144,088.23 by the percentage of apportionment. (*See* R. pp. 284–292). The trial court entered the entire amount of the judgment as to Bostic.

Bostic timely filed four Post-Trial Motions on November 18, 2013. Bostic filed a Rule 50, SCRCP Motion for Judgment Notwithstanding the Verdict, arguing that the Court erred in failing to grant Bostic's Motion for Directed Verdict at trial based upon the applicable statute of limitations. Bostic also filed a Motion requesting an Order granting a setoff of all funds recovered pre-trial by Stoneledge. Bostic's third and fourth Motions pursuant to Rule 59, SCRCP requested a new trial absolute and a new trial *nisi remittitur*, respectively.

The trial court entered an Order Denying Defendants' Post-Trial Motions on January 22, 2015. (R. p. 18). Bostic timely filed a Rule 59(e), SCRCP Motion to Alter or Amend Judgment

on January 30, 2015. (R. pp. 2188–2191). On March 13, 2015, the trial court denied the Motion. (R. pp. 3–4).

On March 3, 2015 and March 20, 2015, Bostic timely filed its Notice of Appeal and Second Amended Notice of Appeal. Oral argument in this matter was held before the South Carolina Court of Appeals on December 7, 2017. On October 10, 2018, the Court of Appeals filed Opinion No. 5601, termed "Stoneledge II" by the Court of Appeals.[2] On November 21, 2018 Bostic filed a Petition for Rehearing which was denied on December 13, 2018. Bostic filed its Petition for Writ of Certiorari to the Supreme Court on January 11, 2019.[3] Stoneledge filed and served its Petition for Writ of Certiorari with this Court on February 1, 2019, thereby making Bostic's Return to Stoneledge's Petition due for service and filing on Monday, March 4, 2019. Bostic hereby files this Return to Stoneledge's Petition in accordance with Rule 242(f), SCACR.

COUNTER ARGUMENTS TO STONELEDGE'S PETITION

Stoneledge's petition fails to meet the threshold for granting certiorari under Rule 242(b), SCACR. Rule 242(b), SCACR provides a set of enumerated considerations upon which this Court can rely, as it considers writs of certiorari. The rule itself makes it clear that those enumerated considerations are essentially guidelines for this Court to consider; however, Rule 242(b) provides that certiorari will only be granted where there are special and important reasons:

> Considerations Governing Review. A writ of certiorari is not a matter of right, but of sound judicial discretion, and will *granted only where there are special and*

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[2] Both Opinion No. 5601 ("Stoneledge II") and Opinion No. 5600 ("Stoneledge I") were filed on October 10, 2018. The Court of Appeals' Opinion in the instant matter, Op. No. 5601, incorporates by reference Op. No. 5600: "Our opinion in Stoneledge I adequately addresses the second and third issues Bostic raises in this appeal."

[3] Both Bostic and Stoneledge filed cross Petitions for Writ of Certiorari. Bostic incorporates its statement of facts and statement of the case as set forth in its Petition for Writ of Certiorari herein.

> *important reasons.* The following, while neither controlling nor fully measuring the Supreme Court's discretion or power to grant review in general, indicate the character of reasons which will be considered: (1) Where there are novel questions of law; (2) Where there is a dissent in the decision of the Court of Appeals; (3) Where the decision of the Court of Appeals is in conflict with a prior decision of the Supreme Court; (4) Where substantial constitutional issues are directly involved; and (5) Where a federal question is included and the decision of the Court of Appeals conflicts with a decision of the United States Supreme Court.

Rule 242, SCACR (emphasis added).

While the Supreme Court has the constitutional authority to grant review over any matter in its discretion, a petition which does not meet any of criteria one through five cited above must otherwise be special and important for this Court to consider it. Bostic contends the grounds for Stoneledge's petition are neither.[4]

"[The Court of Appeals' review] of an action at law tried by a jury extends merely to correcting errors of law. We will not disturb the facts determined by the jury unless there is no evidence which reasonably supports the jury's findings." *R & G Const., Inc. v. Lowcountry Reg'l Transp. Auth.*, 343 S.C. 424, 430–31, 540 S.E.2d 113, 117 (S.C. Ct. App. 2000) (citations omitted).

Here, Stoneledge asks the Supreme Court to review matters that the Court of Appeals correctly held 1) were errors of law and necessitated reversal or 2) constituted the jury's findings of fact reasonably supported by the evidence which should not be disturbed. It is not necessary

[4] Bostic argues, as to its own Petition regarding the miscalculation of the setoff, that it is not only within the Supreme Court's purview and discretion to grant certiorari, but it is a "special and important reason" that is crucial to the integrity of our judicial system. Bostic petitions the Supreme Court to rectify a $1 Million error in the calculation of the setoff. This is not a matter of discretion as to how to apply set off, but rather a mathematical mistake that is contrary to the Court of Appeals' own holding.

for the Supreme Court to consider these issues as they do not give rise to the level importance to necessitate the Supreme Court's review.

Stoneledge's arguments in sections I and II of its petition have much overlay and moreover, the Court of Appeals disposed of both issues in one section F entitled "Set Off". *Stoneledge at Lake Keowee Owners' Association, Inc., et al. v. Bostic Brothers Construction, Inc., et al.*, Op. No. 5600 (S.C. Ct. App. Filed Oct. 10, 2018). Therefore, Bostic provides counterarguments below to each argument, but for the sake of brevity Bostic incorporates its counterarguments into on another by reference, as both counterarguments are pertinent and responsive to Stoneledge's entire petition.

I. THE COURT OF APPEALS PROPERLY REVERSED AN ERROR OF LAW OF THE TRIAL COURT BY FINDING ITS AMENDMENT OF THE VERDICT WAS IMPROPER.

A. The Court Of Appeals Correctly Reversed An Error Of Law.

The Court of Appeals correctly rectified the trial court's unilateral amendment of the jury's verdict because doing so "invaded the province of the jury." *Stoneledge*, Op. No. 5600 (citing *Joiner v. Bevier*, 155 S.C. 340, __, 152 S.E. 652, 657 (S.C. 1930) ("A jury's verdict should be upheld, when it is possible to do so, and carry into effect what was clearly the jury's intention. It is our duty to enforce a verdict, not to make it.")).

"It is not for the trial court to say what it thinks the verdict *should* be." *Camden v. Hilton*, 360 S.C. 164, 173, 600 S.E.2d 88, 92 (S.C. Ct. App. 2004) (emphasis added). As provided above, the jury returned a $3 Million verdict for negligence as to Bostic and Marick, a $1 Million verdict for breach of warranty for Bostic and Marick, and a $1 Million verdict for breach of fiduciary duty as to Mr. Thoennes. Here, the trial court rewrote the verdict to find each cause of action independently supported a $5 Million award, despite the jury's intent to assign distinct

amounts to each claim and to distinct defendants. For the trial court to amend the verdict to allocate $5 Million to each cause of action makes the content of the jury's verdict form meaningless. It was error of law for the trial court to unilaterally amend the verdict to what it thought the verdict *should* be, after the jury had made its own factual determination. The Court of Appeals correctly reversed the trial court on this issue.

B. The Court Of Appeals Correctly Held Bostic Could Not Be Adjudged $5 Million Under A Cumulative Verdict Theory To Include A Cause Of Action That Was Never Asserted Against Bostic In The Lawsuit.

Stoneledge argues that since the award is to be "cumulative", $5 Million should be adjudged against each defendant. A cumulative award is merely the addition of multiple verdicts for multiple causes of action. *See Keeter v. Alpine Towers Int'l, Inc.*, No. 2012-UP-692, 2012 WL 11867308 (S.C. Ct. App. June 27, 2012) (holding that a cumulative award—adding multiple verdicts for multiple causes of action against one defendant—was the proper award, rather than an election of remedies). In *Keeter*, the plaintiff proceeded to trial against one defendant, alleging three causes of action against that defendant. *Id.* After a jury awarded a verdict for each cause of action, the trial court required the plaintiff to elect its remedy and choose which cause of action under which he would recover. *Id.* at *12. The court rejected the election of remedies approach, stating, "[b]ecause [the plaintiff] sought only one remedy, the doctrine of election of remedies does not apply." *Id.* at *9. The court found that the jury intended the three verdicts to constitute a cumulative award, and remanded for entry of judgment against the sole defendant for the total of the three verdicts. *Id.* at *12. Unlike *Keeter*, here we have several defendants and distinct causes of action which are not common to all.

By entering a $5 Million judgment against Bostic, the trial court included the $1 Million breach of fiduciary duty award, which was never asserted against Bostic. (*See* R. p. 1847 lines 6–

10 ("I do not have a claim against Bostic for a breach of fiduciary duty.")). The fallacy in Stoneledge's argument is that Bostic cannot be held liable, cumulatively, for a cause of action and hence for a damage for which it was never sued. It is axiomatic that Bostic cannot be adjudged a $5 Million verdict against it which is inclusive of a $1 Million finding for breach of fiduciary duty, when Bostic was never sued for breach of fiduciary duty. The Court of Appeals correctly concluded it was an error of law for the trial court to rewrite the verdict against Bostic inclusive of these damages.

II. THE COURT OF APPEALS CORRECTLY HELD THE $1 MILLION AWARD AGAINST MR. THOENNES FOR BREACH OF FIDUCIARY DUTY WAS NOT SUBJECT TO A SETOFF FROM PRIOR-SETTLED TORTFEASORS.

The Court of Appeals correctly held the $1 Million award against Mr. Thoennes for breach of fiduciary duty does not benefit from a set off from prior-settled tortfeasors. None of the board members settled prior to trial, therefore the Court of Appeals correctly concluded "none of the settlement proceeds should be set off against Thoennes' liability for breach of fiduciary duty because none of the settlement proceeds would have included any amount for damages resulting from a breach of fiduciary duty." *Stoneledge*, Op. No. 5600.

A. The Court of Appeals Correctly Determined The Evidence Reasonably Supports the Jury's Findings as to Damages.

Stoneledge argues in its petition that the $5 Million verdict reflects a cost of repair which is one injury. Stoneledge argues the entire verdict was to be applied across three causes of action, reflecting that there was a single damage.

Inferred in its holding, the Court of Appeals determined the jury's findings were reasonably supported by the evidence and should not be disturbed. By reading the verdict form, it is evident the jury allocated damages to each cause of action and further apportioned certain causes of action based upon its own findings of fact and weighing of the evidence.

Stoneledge argues there was no evidence the damages were anything other than cost to repair. However, Stoneledge omits in its arguments that at trial Marick and Bostic had their own, competing experts, with competing opinions as to each of their respective responsibilities for damages, e.g., damages associated with original construction versus repairs. Each party presented evidence it was not responsible for a certain measure of damages attributable to the other. As the subsequent general contractor to the project, Marick presented evidence and argued to the Court it was not responsible for damages attributable to Bostic's work in Phase I (R. p. 1156, line 11–p. 1157, line 14; R. p. 1610, line 7–p. 1611, line 17) and Bostic and Plaintiff presented evidence Marick was responsible for the entire project for the same reason. (R. p. 1352, lines 14-18; R. p. 1440, lines 12-23; R. p. 1449, lines 2-17; R. p. 1464, lines 1-6.) Plaintiff presented evidence Marick had an obligation as the subsequent general contractor for conditions of the project upon arrival and argued to the Court at trial that Plaintiff understood Marick wished to argue to the jury it was responsible for a "smaller portion of the pie than Bostic's." (R. p. 1043, line 8–p. 1044, line 24; R. p. 1611, line 24–p. 1612, line 16.) Moreover, there were distinguishable damages at trial that jury could have found were the direct result of the breach of fiduciary duty claim. Defense counsel argued at the directed verdict stage of trial that the "breach of fiduciary duty in this case is limited to damages that occurred because of the failure to inspect, or alleged failure to inspect, find and repair the issues which [plaintiff's expert] has indicated on the damages underneath the envelope. And Mr. Folk has testified to a limit of two hundred and fifty thousand dollars." (R. p. 1633, lines 10-16.) Moreover, counsel for Bostic argued the breach of fiduciary duty claim against the board was the homeowners' remedy at law for the board's failure to timely file suit against Bostic. (R. p. 1845, lines 1-21.)

The trial court agreed that the verdict form would "be as to each cause of action if it applies to the defendants. In other words, . . . under the breach of fiduciary duty . . . the verdict will be as to the plaintiff and then the defendants to which that applies." (R. p. 1847, lines 19-24.)

While Stoneledge seeks to consolidate all the claims to one injury, it is evident from the verdict form that the jury came to a different conclusion in its fact-finding. The jury clearly found the damages resulting from Mr. Thoennes' breach of fiduciary duty to the homeowners pursuant to his position on the board totaled $1 Million in damages. The jury may have dedicated certain items in the repair estimate to Thoennes' failure to inspect or failure to find and repair issues as it was argued at trial. Stoneledge argues the Court of Appeals *arbitrarily* allocated the verdict as to specific damages for each cause of action. However, the Court of Appeals' allocation was not at all arbitrary. It was applying the verdict awards for each cause of action as provided by the jury on its verdict form.

B. The Court Of Appeals Correctly Rectified An Error Of Law Because The Breach Of Fiduciary Duty Claim Is Not Subject To Setoff As It Is Excepted From The South Carolina Contribution Among Tortfeasors Act.

Stoneledge contends that because the damage or injury – cost of repair – was the same as to each cause of action, i.e., the injury the Plaintiff suffered as to each defendant was all the same, then the entire award should have been subject to the $2.85 Million[5] set off. Stoneledge relies upon *Smith v. Widener* to further this argument. 397 S.C. 468, 724 S.E.2d 188 (S.C. Ct. App. 2012). However, *Smith* is inherently distinct from the instant case, because "the injury Smith [] suffered as a result of the *tortious conduct* of all defendants was the same." *Id.* at 472, 724 S.E.2d at 190 (emphasis added). Here, the claim involves a cause of action for breach of

[5] This figure is merely an approximation used throughout Bostic's Return.

fiduciary duty which is expressly excepted from the South Carolina Contribution Among Tortfeasors Act. Counsel for Bostic also argued at trial that the breach of fiduciary duty claim was excepted from the SCCATA and thus there needed to be three separate damages for each cause of action on the verdict form. (R. p. 1897 lines 4-24.)

South Carolina Code Chapter 38, titled the "South Carolina Contribution Among Tortfeasors Act" ("SCCATA") excludes application of set off for a claim of breach of fiduciary duty. *See* S.C. Code Ann. § 15-38-20(G).

> When a release or a covenant not to sue or not to enforce judgment is given in good faith to one of two or more persons liable in tort for the same injury or the same wrongful death:
>
> (1) it does not discharge any of the other tortfeasors from liability for the injury or wrongful death unless its terms so provide, but it reduces the claim against the others to the extent of any amount stipulated by the release or the covenant, or in the amount of the consideration paid for it, whichever is the greater; and
>
> (2) it discharges the tortfeasor to whom it is given from all liability for contribution to any other tortfeasor.
>
> . . .
>
> (G) This *chapter* does not apply to breaches of trust or of other fiduciary obligation.

S.C. Code Ann. §§ 15-38-50 and 15-38-20(G) (emphasis added).

Under South Carolina law, "[i]f a statute's language is plain and unambiguous, and conveys a clear and definite meaning, there is no occasion for employing rules of statutory interpretation." *Lester v. S.C. Workers' Comp. Comm'n*, 334 S.C. 557, 561, 514 S.E.2d 751, 752 (S.C. 1999) (citing *Miller v. Doe*, 312 S.C. 444, 441 S.E.2d 319 (S.C. 1994)). Note that the code does not read this "*section*", but rather provides this "*chapter*" does not apply to breaches of trust or breaches of fiduciary obligation. The legislature intentionally employed the word "section" or the word "chapter" in various places in the Act. *Compare* S.C. Code Ann. § 15-38-

10 ("This *chapter* may be cited as the Uniform Contribution Among Tortfeasors Act.") *and* S.C. Code Ann. § 15-38-60 ("Construction of *chapter*[:] This *chapter* shall be so interpreted and construed as to effectuate its general purpose to make uniform the law of those that enact it.") *with* S.C. Code Ann. § 15-38-15(F) ("This *section* does not apply to a defendant whose conduct is...grossly negligent...") (emphasis added). Here, the legislature intended to use the word "chapter" in certain instances of the Act where the legislature is indicating the applicability of a certain subpart to the entire act (chapter) as opposed to a particular section.

The Supreme Court of South Carolina has repeatedly declared that "the legislature intends to accomplish something by its choice of words, and would not do a futile thing." *Gordon v. Phillips Utils., Inc.*, 362 S.C. 403, 406, 608 S.E.2d 425, 427 (2005) (emphasis added and citation omitted). Accordingly, in interpreting a statute, "the Court should seek a construction that gives effect to every word of a statute rather than adopting an interpretation that renders a portion meaningless." *Florence Cnty. Democratic Party v. Florence Cnty. Republican Party*, 398 S.C. 124, 128, 727 S.E.2d 418, 420 (2012) (emphasis added) (citing *Hinton v. S.C. Dep't of Probation, Parole and Pardon Servs.*, 357 S.C. 327, 592 S.E.2d 335 (Ct. App. 2004)). By its clear and unambiguous language, SCCATA prohibits its application to breach of fiduciary duties. If the Court of Appeals had affirmed the trial court's application of setoff to the $1 Million award for breach of fiduciary duty under SCCATA, the Court of Appeals would have rendered the entirely of Section 15-38-20(G) meaningless.

C. Stoneledge's Recommendation to the Supreme Court as to Setoff and Apportionment Invades the Province of the Jury.

Finally, Stoneledge provides its recommendations as to how the verdict should be set-off and apportioned. However, the verdict form did not provide for apportionment of breach of fiduciary duty and Stoneledge's calculations are contrary to the jury's findings. Stoneledge's

proposed calculations invade the province of the jury. *See Joiner v. Bevier*, 155 S.C. 340, ___, 152 S.E.2d 652, 657 (S.C. 1930). For conciseness, Bostic incorporates herein by reference its Petition for Writ of Certiorari which sets forth its arguments as to set-off and apportionment, as its counter-argument to Stoneledge on this issue.

CONCLUSION

In conclusion, Bostic respectfully requests this Honorable Court grant its petition for writ of certiorari.

Respectfully submitted,

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PROOF OF SERVICE

I certify that I have served Respondent-Petitioner's Return to Petitioner-Respondent's Petition for Writ of Certiorari upon the Petitioner-Respondent by way of U.S. Mail, stamped First Class delivery, on March 4, 2019, addressed to Respondents' attorneys of record, addressed as follows:

Robert T. Lyles, Jr., Esquire
Lyles & Lyles, LLC
342 East Bay
Charleston, South Carolina 29401

Signature page to follow

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