STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT	)	IN THE COURT OF COMMON PLEAS
Richard Walter Meier and the Estate of William Carl Meier, by and through Conrad Meier, its Personal Representative, Plaintiffs, -vs- Mary J. Burnsed, Defendant.	)	Case No. 2018-CP-07-00211 ORDER GRANTING SUMMARY JUDGMENT

The motion of the defendant Mary J. Burnsed for summary judgment came before the undersigned for hearing on March 11, 2019. Present at the hearing were James B. Richardson, Jr., representing defendant Burnsed, and H. Fred Kuhn, Jr., representing the plaintiffs.[1]

Plaintiff Richard Meier and defendant Mary Burnsed contest entitlement to the proceeds of an insurance policy on the life of William Meier, who died in 2017. Mr. Meier took out the policy in 1998 while married to Mary Burnsed. He named Mrs. Burnsed as the beneficiary and his brother Richard as contingent beneficiary. Richard Meier contends that the designation of Mary Burnsed as beneficiary was revoked upon her 2002 divorce from the insured by reason of the operation of a 2013 amendment to S.C. Code Ann. § 62-2-507.

The issue before the court is this:

> Does Act No. 100 of 2013 apply to a divorce entered in 2002, thereby revoking the designation of Mary Burnsed as

[1] TransAmerica Premier Life Insurance Company, Inc., was originally a defendant but was dismissed after paying into court the proceeds of the subject life insurance policy. The case caption is amended to remove TransAmerica.

beneficiary of the life insurance policy at issue by operation of law?

Finding that Act No. 100 of 2013 was not intended by the General Assembly to apply retroactively in the case of a divorce entered before the effective date of the statute, this court grants summary judgment to the defendant Burnsed.

FACTS

There are no genuine issues of material fact.

In 1998, during his marriage to Mary Burnsed, William Meier took out a $250,000 policy of insurance on his life, naming Mary as beneficiary.

Mary and William divorced in 2002.

William made no change in beneficiary following the divorce but kept the policy in force until his death in 2017.

The parties filed conflicting affidavits on the question of whether William Meier intended to change the beneficiary at some point, or did not. These affidavits fail to create genuine issues of material fact, however. Under South Carolina law, which controls here, a life insurance beneficiary designation can only be changed when the insured complies—at least *substantially*—with the procedure prescribed in the policy. *Wilkie v. Philadelphia Life Ins. Co.*, 187 S.C. 382, 197 S.E. 375, 382 (1938), and many other cases. The policy at issue contained the usual provision that the identity of the beneficiary could only be changed by written notice from the insured, accepted by the insurer with an endorsement signed by the insurer's president or secretary.[2] That was not done. The only issue presented here is whether the insured's designation of Mary as beneficiary was revoked when he and Mary divorced in 2002.

LAW/ANALYSIS

[2] Complaint, Exh. 1, p. 6, "GENERAL PROVISIONS – BENEFICIARY".

As noted, by Act No. 100 of 2013 the General Assembly amended a section of the Probate Code, S.C. Code Ann. § 62-2-507, adding "insurance policy beneficiary" to the list of things automatically revoked upon divorce. The Act took effect on January 1, 2014, almost twelve years after the divorce in question.

The question of whether Act No. 100 applies in the case of a divorce entered before the effective date of the act appears to be a novel issue in the State courts of South Carolina.[3]

1. Retroactive application.

The plaintiff contends that Act No.100 would not be retroactive if applied here.[4] The plaintiff's theory is that Mary remained the beneficiary for fifteen years after divorce until the moment of the insured's death in 2017, at which time the statute took effect, revoking her status as beneficiary.

There is no basis for such a construction of the statute. Act No. 100, codified as Section 62-2-507, provides in material part:

> (c) * * * divorce * * * revokes any revocable * * * beneficiary designation made by a divorced individual to the divorced individual's former spouse * * * .

It is *the divorce* which "revokes" — present tense — the beneficiary designation, not the insured's death fifteen years later. If Act No. 100 were applied in the case of divorces entered before the statute was enacted, the application would be retroactive.

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[3] In a case adjudicated in the United States District Court for the District of South Carolina, Judge Norton, presiding, the court held that Act No. 100 of 2013 did not apply so as to revoke a beneficiary designation where divorce occurred before the statute was enacted. It appears that the party claiming a revocation did not even argue that the statute might have retroactive application. Rather, the only issue was whether the divorce was entered before or after the effective date of the statute. *State Farm Ins. Co. v. Murphy,* Case No. 2:15-cv-04793-DCN (D.S.C. 10/12/17).

[4] Hereafter, "the plaintiff" refers to the plaintiff Richard Meier. Conrad Meier joined the action in his capacity as personal representative of the estate of the insured, William Meier, but the estate has no interest in the life insurance proceeds at issue since this fund is not an asset of the estate and does not pass through probate.

2. The intention of the General Assembly.

In South Carolina, as everywhere, retroactivity analysis begins with a strong presumption against the retroactive operation of a statute. *Cousar v. New London Engineering Co.*, 306 S.C. 37, 410 S.E.2d 243 (1991). In South Carolina the standard of proof of retroactive intent by the legislature is the same as that which applies in a criminal trial: *retroactive intent must be proved by evidence so compelling that it leaves no reasonable doubt. Ex parte Graham*, 47 S.C.L. (13 Rich. L.) 277, 279–80 (1864); *Carolina Chemicals, Inc. v. South Carolina Dep't of Health & Environmental Control*, 290 S.C. 498, 351 S.E.2d 575, 578–79 (Ct. App. 1986).

South Carolina's retroactivity principles are identical to those of the U.S. Supreme Court and the Fourth Circuit Court of Appeals, whose decisions the South Carolina Supreme Court often cites on this subject.[5] From the beginning, the United States Supreme Court has followed the same presumption against retroactive interpretation as do the courts of South Carolina. "'[This] presumption against retroactive legislation is deeply rooted in our jurisprudence, and embodies a legal doctrine centuries older than our Republic.'" *Immigration and Naturalization Service v. Cyr*, 533 U.S. 289, 316 (2001), *quoting Landgraf v. USI Film Products, Inc.*, 511 U.S. 244 (1994). *Accord: Ward v. Dixie Nat'l life Ins. Co.*, 595 F.3d 164 (4th Cir. 2010) (applying South Carolina law).

3. The <u>express</u> terms of Act No. 100 of 2013.

The Legislature may end the inquiry into retroactive intent at the threshold by

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[5] *See, e.g., South Carolina Nat'l Bank v. South Carolina Tax Comm'n*, 297 S.C. 279, 376 S.E.2d 512, 523 (1989); *William C. Logan & Assoc. v. Leatherman*, 290 S.C. 400, 351 S.E.2d 146, 148 (1986); *Hercules, Inc. v. South Carolina Tax Comm'n*, 274 S.C. 137, 262 S.E.2d 45, 48 (1980). Federal caselaw on this question is interchangeable with South Carolina's.

expressly providing that the statute must be applied retroactively.[6] Such an express direction must be clear beyond a reasonable doubt. *See: Resolution Trust Corp. v. Maplewood Investments,* 31 F.3d 1276, 1288 (4th Cir. 1994).

The plaintiffs rely upon Section 4(B)(1) of the Act, which reads:

> (B) Except as otherwise provided in this act, on the effective date of this act:
>
> > (1) this act applies to any estates of decedents dying [after January 1, 2014] * * * .

This action has nothing to do with the estate of a decedent. Life insurance is a non-probate asset passing outside the estate. *Spence v. Wingate,* 395 S.C. 148 n.11, 716 S.E.2d 920, 925 n.11 (2011). "[P]robate estate means the decedent's property passing under the decedent's will," *etc.* S.C. Code Ann. § 62–2–202 (2009).

The defendant Burnsed does not contend that the General Assembly expressly ***disclaimed*** any intention that Act No. 100 be applied retroactively, although language in the Act might be construed to support that view.[7]

Act No. 100 contains the usual recitation of its effective date—January 1, 2014. "[A] statement that a statute will become effective on a certain date does not even arguably suggest that it has any application to conduct that occurred at an earlier date." *Landgraf v. USI Film Products, Inc.,* 511 U.S. at 257. *Accord: Schall v. Sturn, Ruger*

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[6] This was the case in two of the six cases relied upon by the plaintiff: *In re Estate of DeWitt*, 54 P.3d 849 (Colo. 2002); and *Allstate Life Ins. Co. v. Hanson,* 200 F.Supp.2d 1012 (E.D. Wis. 2002).

[7] **Time effective and applicability**

SECTION 4.

(A) This act takes effect on January 1, 2014.

(B) Except as otherwise provided in this act, on the effective date of this act:

* * * * *

(5) an act done and any right acquired or accrued before the effective date of the act is not affected by this act.

Co., 278 S.C. 646, 300 S.E.2d 735, 737 (1983). In the case of *Pulliam v. Doe,* 246 S.C. 106, 142 S.E.2d 861, 863 (1965), our Supreme Court stated:

> The amendment became effective, by its terms, on June 14, 1963, and there is nothing in its provisions to indicate a legislative intent that it operate retroactively so as to apply to [insurance] policies issued prior to its adoption.

Nothing in the text of Act No. 100 expresses any intention of retroactive application.

4. The implied terms of Act No. 100 of 2013.

South Carolina courts do not indulge an *implication* of retroactive intent unless the statute would bear no other interpretation, since an intention for retrospection must be "clearly apparent from the terms" of the statute. *Neel v. Shealy,* 261 S.C. 266, 273, 199 S.E.2d 542, 545 (1973). A retroactive application must be "required by the express words of the statute, or must **necessarily be implied** from such words * * * ." *Curtis v. Renneker,* 34 S.C. 468, 491, 13 S.E. 664 (1891) (emphasis added).

Nothing in the text of Act No. 100 implies any intention of retroactive application.

5. Cases from other jurisdictions.

The Supreme Court of Ohio declined to give retroactive effect to an insurance beneficiary revocation statute enacted *after* entry of a divorce decree. *Aetna Life Ins. Co. v. Schilling,* 67 Ohio St.3d 164, 616 N.E.2d 893 (1993).

The plaintiffs rely upon six cases from other jurisdictions to support their contention that Act No. 100 was intended to abrogate beneficiary designations in the case of a divorce entered *before* the law was enacted.[8] Judge Buckner's Order of

[8] These are:

August 10, 2018, denying the plaintiffs' motion for summary judgment, distinguishes each of these cases. The undersigned has reviewed Judge Buckner's order and concurs with his reading of the cases relied upon by the plaintiff. For example, in three of the six cases, the statute was enacted *before* the divorce.

One of these six cases in particular, *Stillman v. Teachers Insurance,* 343 F.3d 1311 (10th Cir. 2003), deserves further comment. The *Stillman* court held that Utah's revocation-upon-divorce statute provided a mere "rule of construction," and that statutory "rules of construction" apply retroactively under Utah law. Section 62-2-507(c) is the furthest thing from a mere "rule of construction." This statute reaches into the heart of the life insurance policy and abrogates the central element of all such contracts: the insured's choice of beneficiary. As our Supreme Court said in *Bartley v. Bartley Logging Co.,* 293 S.C. 88, 359 S.E.2d 55, 56–57 (1987): "If this [statute] is not substantive in nature, it is difficult to envision [one] which would be."[9]

6. Non-statutory evidence of legislative intent.

- *In re Estate of DeWitt*, 54 P.3d 849 (Colo. 2002);
- *Matter of Estate of Dobert,* 192 Ariz. 248, 963 P.2d 327 (Ct. App. 1998);
- *Allstate Life Ins. Co. v. Hanson,* 200 F.Supp.2d 1012 (E.D. Wis. 2002);
- *Stillman v. Teachers Insurance,* 343 F.3d 1311 (10th Cir. 2003);
- *Allstate Life Ins. Co. v. Hanson,* 200 F.Supp.2d 1012 (D. Wisc. 2002);
- *Sveen v. Melin*, ___ U.S. ___, 138 S.Ct. 1815, 201 l.Ed.2d 180 (2018).

[9] *See: Parsonese v. Midland Nat'l Ins. Co.,* 550 Pa. 423, 706 A.2d 814 (1998), where the Pennsylvania Supreme Court said this about a similar revocation statute:

> [T]he contractual impairment effected in this case is indeed severe, virtually total. Selection of a beneficiary is the entire point of a life insurance policy. The statute in this case eliminated the insured's designation and replaced his primary beneficiary * * * with contingent beneficiaries who were not intended by the insured to be primary beneficiaries. The very essence of [the insured's] contract with [the insurer] was undermined by the operation of the statute.

Id. at 432, 706 A.2d at 818.

The plaintiff contends that the Commissioners of Uniform Laws, who approved the language upon which the 2013 amendment was modeled, intended for this law to apply retroactively to divorces occurring before the statute was passed. Material published after the model act was adopted is cited in support.

After-the-fact evidence from those involved in drafting legislation concerning what they intended is strictly inadmissible in South Carolina.

> It is a settled principle in the interpretation of statutes that even where there is some ambiguity or some uncertainty in the language used, resort cannot be had to the opinions of legislators **or of others** concerned in the enactment of the law, for the purpose of ascertaining the intent of the legislature.

Greenville Baseball, Inc. v. Bearden, 200 S.C. 363, 371, 20 S.E.2d 813, 817 (1942) (emphasis added), *quoted in Kennedy v. South Carolina Retirement System,* 345 S.C. 339, 353-54, 549 S.E.2d 243 (2001). The construction of statutes is a role committed exclusively to the judicial branch. *JRS Builders, Inc. v. Neunsinger,* 364 S.C. 596, 614 S.E.2d 629, 630 (2005). The role of the legislative branch—and those advising it—ends with the passage of the statute.

The Commissioners who adopted the model act surely knew that a statute will not be given retroactive effect in any jurisdiction unless the Legislature announces that intention in a voice so loud and clear that no other reasonable conclusion is possible. The Commissioners included no such provision in the model act. We do not know whether our General Assembly would have accepted such a proposition, in any event.[10] Seldom has our General Assembly enacted model legislation with no change, and never, so far as the caselaw shows, has it attempted to nullify a provision in an

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[10] *See, e.g., Ward v. Dixie Nat'l life Ins. Co.*, 595 F.3d 164 (4th Cir. 2010) (draft bill submitted by S.C. Department of Insurance provided for retroactive application; General Assembly enacted bill *after striking provision calling for retroactive application*).

insurance policy purchased before the enactment.

There is no non-statutory evidence that the General Assembly intended this law to apply retroactively.

7. Avoiding a serious constitutional question.

South Carolina follows the universal rule that "[c]onstitutional constructions of statutes are not only judicially preferred, they are mandated; a possible constitutional construction must prevail over an unconstitutional interpretation." *Henderson v. Evans,* 268 S.C. 127, 232 S.E.2d 331, 333 (1977) (*citing Casey v. South Carolina State Housing Authority,* 264 S.C. 303, 215 S.E.2d 184 (1975)). The U.S. Supreme Court has called it a "cardinal principle" that "this Court will first ascertain whether a construction of the statute is fairly possible by which the constitutional question may be avoided.'" *United States v. Security Industrial Bank,* 459 U.S. 70, 78 (1982).

It is unnecessary to decide whether retroactive application of Act No. 100 in the case of divorces entered before the statute was enacted would make it unconstitutional as applied. In order to decide whether the above-cited principle has a place here, it is necessary only to determine whether a serious question of constitutionality would arise. Assuredly it would.

In 2002, William Meier possessed a vested contractual right with his insurer to maintain the beneficiary of his choice, unaffected by a divorce, and to continue that designation in force unless and until he chose to change it by the procedure called for in the policy. That is what he did. The right to maintain the beneficiary of his choice is a vested right of the owner of the policy. *Lynch v. United States,* 292 U.S. 571, 577–79 (1934) ("[Insurance] policies, being contracts, are property and create vested rights * * * . Valid contracts are property * * * ."); *United States Trust Co. v. New Jersey,* 431 U.S. 1, 19 n.16 (1977).

If applied retroactively, Act No. 100 would destroy the vested right of the owner of an insurance policy to maintain his chosen beneficiary, regardless of divorce. *Cf. Hyder v. Jones,* 271 S.C. 85, 245 S.E.2d 123 (1978). Moreover, although the beneficiary has no vested right to that status, our Supreme Court has stated:

> The overwhelming weight of authorities support the position that the beneficiary named in the insurance policy has an interest in the policy which can only be divested by a strict compliance by the insured with the provisions of the policy regulating a change of beneficiary.

Barron v. Liberty Nat'l Bank, 131 S.C. 433, 128 S.E. 414 (1925).

Our Supreme Court refuses to find a retroactive intent where to do so might violate the Contract Clause. *See, e.g., Bartley v. Bartley Logging Co.,* 293 S.C. 88, 359 S.E.2d 55, 56–57 (1987). The *Bartley* case is one of several where the courts of South Carolina have disapproved the retroactive application of a statute where it would "affect[] vested or substantial rights." *Goff v. Mills,* 279 S.C. 382, 308 S.E.2d 778 (1983). South Carolina courts have invoked this principle several times when retroactive application would alter interests vested under an insurance policy. *See: American Nat'l Fire Ins. Co. v. Smith Grading & Paving, Inc.,* 317 S.C. 445, 454 S.E.2d 897, 899 (1994); *Hudson v. Reserve Life Ins. Co.,* 245 S.C. 615, 141 S.E.2d 926 (1965). *See also: Smith v. Eagle Constr. Co.,* 282 S.C. 140, 143-44, 318 S.E.2d 8, 9-10 (1984); *Hooks v. Southern Bell Tel. & Tel.,* 291 S.C. 41, 351 S.E.2d 900, 902 (Ct. App.1986).

The plaintiffs note that in the recent case of *Sveen v. Melin,* ___ U.S. ___, 138 S.Ct. 1815, 201 L.Ed.2d 180 (2018), the United States Supreme Court rejected a Contracts Clause challenge in a revocation case. As Judge Buckner noted in his order of August 10, 2018, no issue of retroactive application of Minnesota's revocation-upon-divorce statute was involved in *Sveen.* The statute was enacted in 2002. The parties

divorced in 2007. The statute had been on the books for five years when the parties divorced. The sole issue was whether the revocation statute abridged the contract of the policyholder with respect to a policy ***purchased*** before the statute was enacted. Even though the statute *preceded* the divorce, Justice Gorsuch, dissenting, argued that the statute unconstitutionally abridged the rights of the policyholder.

Unconstitutional abridgment is not an issue at this point. Interpreting the statute so as to avoid a serious constitutional issue is the goal. A serious constitutional question would arise if this statute were to be applied retroactively, easily avoided by rejecting the claim of retroactivity.

For these reasons, Act No. 100 must be interpreted to apply prospectively—in the case of divorces entered after the effective date of the act. So construed, no constitutional question is raised.

8. The implications of retroactivity.

Setting aside for a moment the legal principles which apply to this case, it is useful to attempt to put oneself in the shoes of William Meier, the deceased insured, as did Judge Buckner in his order of August 10, 2018. It is possible, of course, that this man simply forgot for fifteen years to change his beneficiary designation after he and Mary divorced. It is hard to believe that a well-educated individual, making substantial monthly payments[11] on a large life insurance policy for fifteen years, and undoubtedly knowing how to change the beneficiary, simply forgot. As unlikely as that seems, we cannot know the truth of it.

If the court supposes that Mr. Meier did ***not*** forget, but intentionally kept Mary as beneficiary, what must he have done to assure himself that our General Assembly did

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[11] Complaint, Exh. 1, p. 3: PLANNED PREMIUM: $200.00
PAYMENT FREQUENCY: MONTHLY

not attempt, twelve years later, to nullify his decision retroactively?

The parties have cited no instance prior to the enactment of Act No. 100 where our General Assembly interfered with the right of a life insurance policyholder to choose his or her beneficiary. Even the usual limitation confining insurance to those with an insurable interest in the life of the insured does not apply when a person insures himself. *Chapman v. Scott,* 234 S.C. 469, 109 S.E.2d 1, 2 (1959), and many other cases. Act No. 100 appears to be the first time that the State of South Carolina has acted to nullify the insured's choice of beneficiary.

After Act No. 100 took effect, divorce lawyers knew of it and could be depended upon to counsel their clients accordingly. But no such counsel would have been given to Mr. Meier upon his divorce since Act No. 100 lay twelve years in the future. Retroactive application of this law would mean that those insureds who intended to keep their beneficiary designation unchanged would have to continually monitor the doings of our General Assembly in order to learn if such a law as this was passed with retroactive effect, and, if it were, then to counter the law by re-naming the desired beneficiary unless death intervened first.

Such an idea is impossible to accept. The undersigned agrees fully with the remarks of Judge Buckner on this score in his order of August 10, 2018.[12]

CONCLUSION

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[12] Judge Buckner expressed his views in this way:

> Meier divorced in 2002, twelve years before S.C. Code § 62-2-507 was enacted. The average person generally does not monitor the law for twelve years just in case an amendment is added to the probate code that retroactively nullifies a beneficiary designation he made over a decade before. While one could argue that this is precisely the reason people retain attorneys, it is uncommon to retain your divorce attorney in perpetuity to annually check the law to determine whether there have been any changes that might affect your life insurance policy.

Order of August 10, 2018 at p.10.

Act No. 100 of 2013 has no retroactive application. The insured's choice of beneficiary was not nullified by a statute passed twelve years after his divorce. Accordingly:

IT IS ORDERED:

(1) That the motion of defendant Mary J. Burnsed for summary judgment is granted; and

(2) That on the thirty-fifth (35th) day following this Order (or soon thereafter as practical), absent appeal, motion, or further Order of Court, the Clerk of Court shall pay to James B. Richardson, Jr. as attorney for the defendant Mary J. Burnsed, the proceeds of the subject insurance policy, previously paid into court by TransAmerica Premier Life Insurance Company, Inc., together with any interest earned.

IT IS SO ORDERED.

_____
Marvin H. Dukes, III
Special Circuit Judge of the
Fourteenth Judicial Circuit

March ___, 2019.

FORM 4

STATE OF SOUTH CAROLINA **JUDGMENT IN A CIVIL CASE**
COUNTY OF BEAUFORT
IN THE COURT OF COMMON PLEAS **CASE NO.** 2018 CP-07-021 1

Richard Walter Meier, et al. — PLAINTIFF(S)

Mary J. Burnsed — DEFENDANT(S)

Submitted by: James B. Richardson, Jr.	**Attorney for :** ☐ Plaintiff ☒ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	$ N/A
		$
		$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge | 3069 **Judge Code** | **Date**

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

H. Fred Kuhn, Jr.

ATTORNEY(S) FOR THE PLAINTIFF(S)

James B. Richardson, Jr.
Peggy M. Infinger

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

Beaufort Common Pleas

Case Caption: Richard Walter Meier , plaintiff, et al VS Mary J Burnsed , defendant, et al

Case Number: 2018CP0700211

Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069