IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
In the Court of Common Pleas for the Fourteenth Circuit

Carmen T. Mullen, Circuit Court Judge

Appellate Case No. 2014-001524
Lower Court Case No. 2011-CP-07-3322

The Callawassie Island Members Club, Inc. ..... Respondent,

v.

Ronnie D. Dennis and Jeanette Dennis ..... Appellants.

APPELLANTS' RETURN TO RESPONDENT'S PETITION FOR REHEARING

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The Callawassie Island Member's Club is like a board game—the longest, worst Monopoly game ever, perhaps—with intricate rules, written in fine print, subject to cunning misinterpretation by competitive older brothers, but which all the players are obliged to follow. So, too, are the Rules of Court. As this Court knows, appellate practice has a fixed procedure, with its own rules within the rules. Parties, attorneys, judges, and justices are all bound by the South Carolina Appellate Court Rules and the surrounding jurisprudence, which set forth the mandatory path to the reinstatement or reversal of a lower court's order.

The Club would like to ignore those rules by inflating the *Dennis* decision far beyond its discrete, finite bounds into a comprehensive mandate in favor of the Club. Clinging to dictum and scrambling for purchase on the one-line reinstatement of summary judgment, the Club would have this Court forget that the Supreme Court had before it on certiorari only *two limited issues*. And the Supreme Court decided only those *two limited issues*.

Those two issues arose from the confines of this Court's own opinion, which itself reviewed only two of the Dennises' issues on appeal, and which deliberately left undecided those that remained.[1] Those two issues were made more concrete by the Club itself in its petition for certiorari. Those two issues were identified by the Supreme Court, which delineated them to be questions of law (not fact) as to the ambiguity of certain, specified portions of the Club documents and the application of particular sections of the

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1 "Based upon our reversal of the grant of summary judgment, the court need not address Appellants' remaining issues on appeal." *Callawassie Island Members Club, Inc. v. Dennis*, 417 S.C. 610, 790 S.E.2d 435 (Ct. App. 2016).

Nonprofit Corporation Act.[2] *See Callawassie Island Members Club, Inc. v. Dennis*, 425 S.C. 193, 821 S.E.2d 667 (2018). Those two issues were decided by the Supreme Court, in an opinion rather replete with dicta, which explicitly recognized that the Dennises "raised other issues to the court of appeals that have not yet been addressed" and which therefore

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[2] The Club asked the Supreme Court to answer only two questions:

> 1. Did the Court of Appeals err in its *sua sponte* revision and judicial repeal of Code of Laws of South Carolina (1976), as amended, Section 33-31-620, ignoring uncontroverted key facts in the record and disregarding the language of subsection (b) of the statute?
>
> 2. Did the Court of Appeals err in concluding that the Dennises presented evidence of ambiguity, where the parties' written contract clearly stated that members of Petitioner, The Callawassie Island Members Club, Inc. must fulfill the financial obligations of membership in CIMC until the reissuance of their membership?

Petitioner The Callawassie Island Members Club, Inc.'s Brief on Appeal, filed with the South Carolina Supreme Court on October 25, 2017.

With respect to the issues before it on certiorari, the Supreme Court made the following specific holdings, which are now the law of this case:

> Payment after resignation: "[Section 5.11 of the 2008 Plan] unambiguously provides the Dennises are obligated to continue to pay all membership dues, fees, and other charges after resignation until their membership is reissued."
>
> Parol evidence: "First, because we find the terms of the membership documents are unambiguous, no statements regarding the terms of those documents may be used to vary their otherwise clear meaning."
>
> Nonprofit Corporation Act: "The dues, fees, and other charges the Dennises owe fall into the 'commitments made' category. The 1994 Plan—which was in effect when the Dennises joined—and the 2008 Plan—which was in effect when the Dennises resigned—both provide that a member who resigns from the Club must continue to pay membership dues, fees, and other charges 'until his or her equity membership is reissued by the Club.' When the Dennises joined the club, they made a commitment to continue to pay dues, fees, and other charges during the period of time after resignation and before reissuance of the membership. Therefore, we find the requirement that members continue to pay dues, fees, and other charges after resignation until their membership is reissued is not prohibited by section 33-31-620."

Callawassie Island Members Club, Inc. v. Dennis, 425 S.C. 193, 200-206, 821 S.E.2d 667, 670-674 (2018).

"**remand[ed] to the court of appeals to address the remaining issues.**" *Dennis*, 425 S.C. at 195, 206, 821 S.E.2d at 667, 674 (emphasis added).

In a sequential nutshell, for illustrative purposes, the procedural posture of this case is this:

1) the circuit court wrongly granted summary judgment to the Club;
2) the Dennises appealed the circuit court's order on numerous grounds;
3) this Court reversed the circuit court, finding two issues to be dispositive and thus declining to address the Dennises' remaining issues on appeal;
4) the Club petitioned for (and the Supreme Court granted) certiorari on those two discrete issues;
5) the Supreme Court decided only those two issues;
6) the Supreme Court remanded the case to this Court to address the Dennises' remaining issues on appeal, each and every one of which constitutes independent grounds to reverse the circuit court's erroneous holding;
7) this Court correctly reversed the circuit court on a separate issue (disparate treatment), previously unreviewed by any appellate court;
8) the Club doesn't like it;
9) we are all back at it again, reading and writing briefs.

The Club is overreaching when it bloats the Supreme Court's holding into "a complete rejection of the substance of the Dennises' arguments." (*Memorandum in Support of Petition for Rehearing*, p. 5). The rules of the game simply do not allow the Club's lavish interpretation. The Supreme Court is only empowered to review a **final** decision of the

Court of Appeals, which means that the Court of Appeals must have actually rendered an opinion on an issue before the question can be reviewed. Rule 242(a), SCACR. Before a party can begin to seek certiorari, it must first obtain a final decision on an issue from the Court of Appeals by filing a Petition for Rehearing. Rule 242(c) ("a decision of the Court of Appeals is not final for the purpose of review by the Supreme Court until the petition for rehearing or reinstatement has been acted on by the Court of Appeals."). Rule 242 of the SCACR confines the issues that may even be presented to the Supreme Court for review, limiting them such that "[o]nly those questions raised in the Court of Appeals and in the petition for rehearing shall be included in the petition for writ of certiorari as a question presented to the Supreme Court."

In this case, the Club only raised *two issues* in its Petition for Certiorari.[3] The Supreme Court must respect the boundaries of its jurisdiction on certiorari, and so it does not decide questions that are not specifically presented to it for review. *See Kennedy v. Retirement System*, 349 S.C. 531, 533, 564 S.E.2d 322 (2001) (comparing appellate courts to children, better behaved than my own, who "do not speak unless spoken to and do not answer questions that they are not asked.").

The Club's supposed broad mandate in favor of itself is nothing more than dictum. Justice Few, in a recent concurring opinion, discussed the nonbinding nature of "expansive terms that [are] completely unnecessary to resolve the narrow dispute before

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[3] The Club identified the issues for certiorari: "(A) The Court of Appeals Misconstrued the South Carolina Nonprofit Corporation Act in a Manner That Is Contrary to All Statutory Interpretation Canons and Poses an Existential Threat to Nonprofit Corporations;" and "(B) The Court Incorrectly Determined That Genuine Issues of Material Fact Exist for Trial with Regard to Whether the Parties' Agreements Are Ambiguous." (The Callawassie Island Members' Club's Petition for *Writ of Certiorari*, filed in the Court of Appeals on October 26, 2016).

the Court in [a] case." *Gordon v. Lancaster*, 425 S.C. 386, 395, 823 S.E.2d 173, 177-178 (2018). The *Gordon* opinion unambiguously snubbed superfluous language contained within an otherwise precedential opinion, explaining: "because the Court's expansive statement was not necessary to the decision of the case, the statement is dictum." *Id.* (Few, J., concurring), *citing Nash v. Tindall Corp.*, 375 S.C. 36, 40-41, 650 S.E.2d 81, 83 (Ct. App. 2007) (explaining "dictum 'is a statement on a matter not necessarily involved in the case, . . . is not binding as authority . . . , [and] is not the court's decision.'" (quoting 21 C.J.S. Courts § 227 (2006)). Indeed, so adamantly does Justice Few feel about unnecessarily expansive language that he states, not once, but twice in his *Gordon* concurrence: "**Dictum is not the law**." *Gordon*, 425 S.C. at 395, 823 S.E.2d at 177, 178 (emphasis added).

The *Dennis* majority itself recognized the limits of its own opinion: "we point out that—as in all cases before this Court—**we decide only the issues before us** in *this* case." *Dennis*, 425 S.C. at 202, 821 S.E.2d at 672 (italics in original; bolding added). Again, the Court had before it only two issues for certiorari review. The constraints of the rules and the appellate process are precisely the reason that the Supreme Court found it necessary to remand to this Court for its determination on previously undecided issues raised by the Dennises on appeal.

Despite the Club's bluster, this Court unquestionably has the authority to reverse the circuit court's error in failing to allow a jury to decide a question of fact. Certainly, this Court should decide the "remedy-related issues" touted by the Club, as well. The Dennises urge this Court to rehear this case and substitute its opinion with one that reverses the circuit court grant of summary judgment, remands for trial, and holds that

there is a question of fact as to the Club's remedy because of its improper amendment of the governing documents in a manner that materially affected the obligations of its members.

I. The Club cannot avoid the Nonprofit Corporation Act by rebranding its disparate treatment as "public policy."

As its vanguard point, the Club argues that public policy favors settlements generally, which trumps the Legislature's specific requirements in the South Carolina Nonprofit Corporation Statute.[4] (Br. pp. 8–10). To support this startling assertion, the Club's Petition cites to a hodgepodge of cases on different points, none of which is

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[4] This issue was correctly preserved, including in the *Final Brief of Appellants*, filed Jan. 26, 2015 (pp. 37–38: "The Appellants also contend that they were treated differently from other members in violation of state law SC § 33-31-610 . . ."; "concessions were allowed in numerous circumstances which clearly violate the rights of the Appellants who have not been 'allowed' to concede their membership where others of the same class of membership have been"; p. 36: arguing under and citing to S.C. Code § 33-31-611), and in the *Supplemental Brief of Appellants*, filed Jan. 30, 2019 (p. 7: "The Dennises' appellate brief argues that these provisions [§ 33-31-610, -611] require all members to have the same rights and obligations with respect to transfer, but that the Dennises were treated differently from other members with regard to previous requests to transfer or concede their membership . . . ."; p. 16: arguing "the important issue of improper disparate treatment of members under S.C. Code § 33-31-610 . . . .").

remotely analogous to the situation here.[5] The Club's argument basically references a generalized statement (settlements can be good) and then leaps to the unsupported conclusion that the Club's desired outcome is legally mandated here (settlements can be good, so the Club is allowed to do whatever it wants, whenever it wants, with whomever it wants).

The Club's argument also is based on the incorrect implication that the dozens of other members unshackled from their memberships were all "negotiated settlements." The Club's Petition is conspicuously missing any citation to the Record on Appeal for that untrue assertion. Instead, the Record on Appeal shows that the Club allowed at least 36 members to "concede"—or simply walk away from—their memberships. (R. p. 93). Indeed, the Club has a form for those it allows to depart, called the "CALLAWASSIE ISLAND MEMBERS CLUB, INC. MEMBERSHIP CONCESSION FORM." (R. p. 95). As this Court correctly points out, "The governing documents do not contain any provision governing the concession of a club membership" (Op. p. 5)—in other words, *favors* were

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[5] None of the Club's cited cases involve facts, statutes, challenges, or rulings that are relevant to the specific issues in this appeal. *See, e.g., Hudson ex rel. Hudson v. Lancaster Convalescent Center*, 407 S.C. 112, 754 S.E.2d 486 (workers compensation case, in which it was argued that it was error to grant an award in lump-sum in the Workers Compensation Commission); *Chester v. South Carolina Dept. of Public Safety*, 388 S.C. 343, 698 S.E.2d 559 (2010) (Tort Claims Act case involving smoke on Interstate 95, focusing on to whether other tortfeasors could be joined under S.C. R. Civ. P. 19); *Darden v. Witham*, 258 S.C. 380, 188 S.E.2d 776 (1972) (divorce case in which court refused to modify husband's agreed-upon payments based on the remarriage of his former wife); *Riley v. Ford Motor Co.*, 414 S.C. 185, 777 S.E.2d 824 (2015) (automobile accident involving the appeal of a jury award and a challenge to allocation of a previous settlement for purposes of set-off against the jury award); *Poston by Poston v. Barnes*, 294 S.C. 261, 264, 363 S.E.2d 888, 890 (1987) (automobile accident involving a covenant not to execute or proceed and whether it can be disclosed to the jury; the South Carolina Supreme Court noted that "settlement agreements must be carefully scrutinized in order to determine their efficiency and impact upon the integrity of the judicial process").

given to some members, but not to others. *Important favors*, involving the transfer and redemption of some memberships, emancipating some fortunate members from thousands upon thousands of dollars of future dues, costs, and assessments that often extend in perpetuity.

The Record on Appeal also shows that at least 15 other members were allowed, to their great relief, to be expelled. (R. p. 93). The Record shows that often there was no "negotiated settlement" of any sort—the Club simply told certain, select members that they were free. (R. pp. 106, 107: "Our records indicate that you have not [brought the membership account current], and according to the Club Rules, you are hereby expelled from membership in the Callawassie Island Members Club, Inc. Please surrender your membership certificate to the club . . . ."). The Nonprofit Corporation Act requires that all members have the same rights for transfer and redemption (*inter alia*); the Act is designed to prevent a board of directors from inconsistently interpreting its governing documents in a manner that rewards its cool friends and slights the unpopular crowd.

In addition to being a logical fallacy, and based on an incorrect premise, the Club's argument is a red herring. Appellants are not challenging other purported "settlements" with persons not parties to this lawsuit, and Appellants are not seeking to reverse the favors given to some lucky ex-members. Instead, Appellants are asking for a trial on whether the Club violated the Nonprofit Corporation Act by discriminating against certain members such as these Appellants (*inter alia*). Or, more specifically, Appellants assert that they have presented at least a "mere scintilla" of evidence of this factual issue sufficient to deny summary judgment in the trial court.

In sum, the Club's allusion to "public policy" is not an end-run around the requirements of the Nonprofit Corporation Act. As this Court correctly concludes, "the Dennises have presented at least a mere scintilla of evidence that some club members were permitted to concede their memberships, thus creating a disputed material issue of fact as to the claim that the Club violated the Nonprofit Corporation Act." Op. p. 5.

II. The Club's equal protection argument is wrong.

The Club inappropriately tries to foist a constitutional law analysis onto the Dennises' disparate treatment claim under the Nonprofit Corporation Act. This shoe does not fit. First, the proper analysis is found within the statutory framework of the Act itself; second, the Club's argument fails even under its suggested equal protection rubric.

The Club elected to organize pursuant to the Nonprofit Corporation Act, which defines the relationship between a nonprofit organization and its members. Arguably, the Act does allow members to be differently situated, because there can be different **classes** of memberships, with different rights and obligations. The Club chose to have the following classes (or categories) of equity memberships: (1) Golf Membership; (2) Social Membership. (R. pp. 450, 455). The Dennises belong to the Golf Membership class of membership in the Club. (R. pp. 187-188). The Act is unequivocal that **all members *of the same class* must be treated equally**, having "the same rights and obligations with respect to voting, dissolution, redemption, and transfer . . . ." S.C. Code § 33-31-610.

In its quasi-constitutional law argument, the Club attempts to create yet another class of memberships entirely. It now baldly claims—without support in the Record—

that the Club justifiably settled with members who are differently situated than the Dennises, because those particular members do not own property on the island. This new argument is an attempt to circumvent the governing documents and the clear language of statute. The documents and the statute unambiguously define the Dennises' "similarly situated comparators" as those who belong to the class of members holding Golf Memberships, like the Dennises. The Club's documents specifically contemplate that some holders of equity Golf Memberships might not own property in Callawassie, and yet the Club did not give those members their own class nor otherwise differentiate them from the other categories of equity members.

PERSONS WHO DO NOT OWN PROPERTY IN CALLAWASSIE	The Club may offer equity memberships to such other persons who do not own property in Callawassie as the Partnership or the Club determines appropriate from time to time.

(R. p. 457). Under the Club's proposed equal protection analysis, the Dennises are entitled to the same treatment as other members of the same membership category, regardless of where those members might own real estate.

The statute is clear that members of the same class (*i.e.*, Golf Membership holders) must be treated equally and have the same rights and obligations. Lest the Club fret that it does not really understand what it means to "have the same rights," the Act provides the definition. It states that "rights are considered the same *if they are determined by a formula applied uniformly*." S.C. Code § 33-31-140(5) (emphasis added). Therein lie the questions of fact as to whether the Club has failed in its necessary equal treatment of its members. Evidence exists that—not only did the Club not really have a formula (given that its "formula" consisted of a mishmash of decidedly unformulaic, ever-shifting

governing documents and informal practices) – but that it also took whatever iteration of the "formula" happened to be applicable at that particular moment in time and applied it disparately to its similarly-situated members.

For example (setting aside improper amendment), the Club might argue that it does have a formula for redemption and transfer, as set forth in its governing documents. The governing documents perhaps have a superficial veneer of prescribed method for resignation and expulsion, and the accompanying transfer and redemption rights and obligations. But the evidence shows that the Club then defied its own formula by inventing an extra-contractual "Membership Concession Form." (R. p. 95). A question of fact thus exists as to what "formula" the Club might have been following as to its treatment of its members (*inter alia*).

Further, the membership certificate itself sets forth a member's rights as to redemption and transfer, stating: "Consideration for the transfer of this Certificate will be payable to the holder **only** when an individual who is acceptable to the Club acquires this Certificate and pays the required purchase price for membership . . . ." (R. p. 188) (emphasis added). But at least a scintilla of evidence shows that the Club redeemed the membership certificates of many privileged members, giving them the right to transfer their membership back to the Club in exchange for the valuable consideration of the absolution of their debts and the release from bondage of future payments. (*See, e.g.*, R. pp. 93-99).

Finally, regardless of whether it had a formula, a question of fact exists as to whether the Club failed to apply that formula uniformly. The evidence shows that the

Club liberated at its whim certain lucky members, accepting their concessions or expelling them to release them from future payment obligations. (*See* R. p. 93). But it treated the Dennises differently (*res ipsa loquitur*, this lengthy lawsuit). This Court correctly found that the evidence in the Record of disparate treatment warrants a trial on the question.

III. The Club disparately enforces its members' transfer rights and obligations.

The Club's Petition argues, in conclusory fashion, that concession of a membership is not a "transfer" under the Nonprofit Corporation Act. This is simply wrong. Although the Nonprofit Corporation Act does not define "transfer," *Black's Law Dictionary* defines the term to mean:

> Any mode of disposing of or parting with an asset or an interest in an asset, including a gift, the payment of money, release, lease, or creation of a lien or other encumbrance. • The term embraces every method — direct or indirect, absolute or conditional, voluntary or involuntary — of disposing of or parting with property or with an interest in property, including retention of title as a security interest and foreclosure of the debtor's equity of redemption. . . .

Black's Law Dictionary 1803 (11th ed. 2019).

The Club documents are clear that when a member is divested of a membership (by whatever means) the membership is automatically "transferred" to the Club, and *only* to the Club:

> D. **TRANSFER** OF EQUITY MEMBERSHIP
>
> MEMBERSHIPS MAY BE **TRANSFERRED ONLY** TO THE CLUB
>
> A member may **transfer** his or her membership **only** to the Club. A member who owns a residential unit or lot in Callawassie or such other community designated

> by the Club may arrange for the Club to reissue his or her resigned membership to the purchaser of his or her residential unit or lot in Callawassie or the other designated community.

(R. p. 460) (emphasis added). So too with "concession" of a membership—the Club's "Membership Concession Form" specifies that conceded memberships go back to the Club. (R. p. 95).[6] There is no "abandon[ing]" of a membership, as the Petition intimates; the membership is transferred to the Club. Under any reasonable understanding of the word, a person ridding themselves of a membership by conveying it back to the Club is affecting a "transfer."

Therefore, the claims here involve the "transfer" of Appellants' membership under the Nonprofit Corporation Act, including, *inter alia*, § 33-31-610 and § 33-31-611(c), and the rights that accompany such a transfer. The evidence shows that the Club gave some of its members consideration for the transfer of their membership to the Club (via concession, etc.), while imposing perpetual obligations on other members seeking to do the same. This Court correctly held that a question of fact exists as to whether the Club failed to uniformly apply its provisions on transfer. Further, the evidence shows that the Club improperly restricted the Dennises' transfer rights by its unilateral modification of provisions pertaining to liability, expulsion, and swapping within its governing documents, in violation of § 33-31-611(c). The Club's secret changes to the governing documents, and the discriminatory fashion in which it applied its provisions on transfer rights, violate the Nonprofit Corporation Act.

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[6] That is why, on the Club's membership resale list, conceded and expelled memberships are noted as being in the Club's "Membership Pool" (R. p. 93)—those memberships have been transferred to the Club, which gets the proceeds if the membership is sold again.

IV. The business judgment rule does not inoculate the Club from the Nonprofit Corporation Act.

This Court properly reversed the circuit court's finding that the business judgment rule insulates the Club from the requirements of the Nonprofit Corporation Act. The Club argues—without any legal citation—that, it is immune from the requirements of the Nonprofit Corporation Act, and from a jury trial.[7] A nonprofit corporation's board cannot avoid the requirements of the Nonprofit Corporation Act simply by claiming it is exercising "business judgment." Similarly, the business judgment rule does not free a nonprofit corporation of its legal obligations to its members.[8]

Moreover, "the business judgment rule is not a cloak that protects a corporation from a violation of its own bylaws" and does not protect *ultra vires* acts. *Fisher v. Shipyard Village Council of Co-Owners, Inc.*, 781 S.E.2d 903, 911 (S.C. 2016). For example, this Court has correctly noted that no provisions in the governing documents provide for concession of memberships, yet the board has allowed *dozens* of members to concede their membership—to the point that the Club had a standard *form* for concessions. *Cf. id.* ("acts

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[7] Case law is replete with examples of jury trials involving the business judgment rule. *See, e.g., Fisher v. Shipyard Village Council of Co-Owners, Inc.*, 781 S.E.2d 903, 911 (S.C. 2016) ("the Board will not be entitled to the protection of the business judgment rule if the **jury finds** that the Board acted beyond the scope of its authority, or acted with corrupt motives or in bad faith.") (emphasis added); *id.* at 912 ("However, when viewed in the light most favorable to Respondent, there is at least a scintilla of evidence in the record to indicate an issue of material fact as to whether the Board breached its duty to investigate, as set forth by the trial court.").

[8] *Cf. Seabrook Island Prop. Owners Ass'n v. Pelzer*, 356 S.E.2d 411, 414 (S.C. App. 1987) ("The Association argues that its flat fee system of charges is reasonable and was adopted in good faith in the exercise of business judgment. This argument misses the point. Restrictive covenants are contractual in nature and bind the parties thereto in the same manner as any other contract.").

beyond the scope of [a corporation's] powers, however, are ultra vires acts"). Such acts, and the Club's disparate treatment of its members in violation of the Nonprofit Corporation Act, would not be protected by the business judgment rule. *See id.* ("any ultra vires action of the Board, as well as any failure of the Board to comply with its affirmative duties under the governing documents, are not subject to the business judgment rule"). In sum, the Club's myriad inconsistent and unlawful actions raise questions of fact, for which Appellants are entitled to a trial by jury.

V. Three wrongs don't make a right.

Finally, the Petition expounds that "[t]wo wrongs do not make a right," apparently arguing that although the Club may have violated its governing documents, the Club still is allowed to discriminate against Appellants. This, again, mis-characterizes the holding of this Court and Appellants' argument. The Nonprofit Corporation Act requires, *inter alia*, that all members have the same rights and obligations with respect to redemption and transfer (§ 33-31-610), and that transfer rights may not be restricted without approval of the affected member (§ 33-31-611(c)). The Record on Appeal shows that the Club has a practice of letting members out of their memberships by, *inter alia*, concession (*e.g.*, the Club "Membership Concession Form" (R. p. 95)) and expulsion. (R. pp. 93, 106, 107). The statute requires that all members be afforded *consistent* and *equivalent* transfer and redemption rights, that those rights be uniformly applied, and that those rights not be changed without consent of the affected member. Treating Appellants equally to other

members is not "two wrongs," it is fundamental fairness required by the statute and the governing documents.

CONCLUSION

The Club's Petition relies on little more than a presupposed divine mandate, vague allusions ("public policy"), and colloquial sayings ("Two wrongs do not make a right"). None of these constitute a misapprehension of law or fact by this Court sufficient to compel rehearing with respect to its specific ruling on disparate treatment. For the reasons set forth above, as well as for those contained in the Dennises' own *Petition for Rehearing*, this Court should deny the Club's Petition and remand this case for trial.

Respectfully submitted,

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February 12, 2020

IN THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM BEAUFORT COUNTY
In the Court of Common Pleas for the Fourteenth Circuit

Carmen T. Mullen, Circuit Court Judge

Appellate Case No. 2014-001524
Lower Court Case No. 2011-CP-07-3322

The Callawassie Island Members Club, Inc ..... Respondents,

v.

Ronnie D. Dennis and Jeanette Dennis. ..... Appellants.

CERTIFICATE OF SERVICE

I certify that I have served the APPELLANTS' RETURN TO RESPONDENT'S PETITION FOR REHEARING on all counsel of record by depositing a copy of it in the

United States Mail, postage prepaid, on February 12, 2020, addressed to their attorneys of record:

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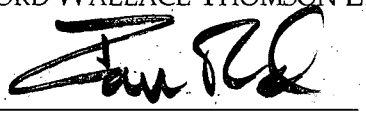
Respectfully submitted,

FORD WALLACE THOMSON LLC



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February 12, 2020
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February 12, 2020

VIA FEDERAL EXPRESS; OVERNIGHT DELIVERY

The Honorable Jenny Abbot Kitchings
SC Court of Appeals
1220 Senate Street
Columbia, SC 29201

Re: *The Callawassie Island Members Club Inc. vs. Ronnie D. Dennis and Jeanette Dennis*
SC Court of Appeals Case No.: 2014-001524

Dear Ms. Kitchings:

Enclosed for filing please find the original and six copies of the Appellants' Return to Respondent's Petition for Rehearing and Certificate of Service in the above-referenced matter.

Thank you in advance for your assistance with this matter. Should you have any questions or concerns, please do not hesitate to contact my office.

With kind regards, I am,

Very truly yours,

Ian S. Ford
Ainsley F. Tillman
Neil D. Thomson

ISF/ja
Enc. – as stated
cc: All Counsel of Record

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