THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

Case No. 2016-CP-26-0166
Appellate Case No. 2016-001499

Jeanne Beverly, Individually and on behalf of others similarly situated, ... Appellant,

v.

Grand Strand Regional Medical Center, LLC ..... Respondent.

RESPONDENT GRAND STRAND REGIONAL MEDICAL CENTER, LLC'S PETITION FOR REHEARING

James Lynn Werner; SC Bar No. 6029
William R. Thomas; SC Bar No. 16348
Katon E. Dawson Jr.; SC Bar No. 101167
PARKER POE ADAMS & BERNSTEIN LLP
1221 Main Street, Suite 1100
Post Office Box 1509 (29202)
Columbia, South Carolina 29201
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
jimwerner@parkerpoe.com
willthomas@parkerpoe.com
katondawson@parkerpoe.com

Attorneys for Respondent
Grand Strand Regional Medical Center, LLC

INTRODUCTION

The Court erred in (1) reversing the circuit court's dismissal of Jeanne Beverly's ("Beverly") claim for breach of contract and (2) reversing the circuit court's dismissal of Beverly's claim for unjust enrichment/*quantum meruit*.

The Court erred in finding that Beverly enjoys standing as an intended third-party beneficiary to pursue a claim for breach of the contract (the "Institutional Agreement") between Grand Strand Regional Medical Center, LLC ("Grand Strand") and Blue Cross Blue Shield ("BCBS"). The Court committed multiple errors to reach this improper conclusion. First, the Court erred when it failed to find that the Institutional Agreement's third-party beneficiary disclaimer is a plain and unambiguous statement of Grand Strand and BCBS's intent that the Institutional Agreement is not enforceable by third-parties. Next, the Court erred in its interpretation and application of the second sentence of the Institutional Agreement's third-party beneficiary disclaimer because that sentence neither carves out an exception to the disclaimer of third-party beneficiaries, nor does it state an express intent of Grand Strand and BCBS for third-parties to have the right to sue to enforce the Institutional Agreement. Finally, the Court erred in elevating various incidental and consequential benefits allowed to third-parties by the Institutional Agreement to the status of intended and direct benefits necessary to provide non-signatory third-parties the right to sue to enforce the Institutional Agreement.

After concluding that Beverly has the right to pursue a claim for breach of the Institutional Agreement, the Court erred in finding that she may also continue to pursue a claim for unjust enrichment/*quantum meruit*. Although a plaintiff is permitted to pursue a claim for breach of contract and, in the alternative, a claim for unjust enrichment/*quantum meruit*; such alternative claims are not permissible when the contract between the parties is no longer in question. Once the Court found Beverly had the right to pursue an action to enforce an express contract (the

Institutional Agreement), then Beverly could no longer pursue an alternative claim for breach of a quasi-contract.

ARGUMENTS

I. The Court erred in reversing the circuit court's dismissal of Beverly's claim for breach of contract.

A. The Court improperly interpreted the plain and unambiguous language of the Institutional Agreement to find that Beverly is an intended and direct third-party beneficiary of the Institutional Agreement.

The language of the Institutional Agreement is plain and unambiguous. Grand Strand and BCBS do not intend for third-parties to enjoy legal status as third-party beneficiaries able to enforce the terms of their contract. The Court erred in ignoring this clear unambiguous declaration of the parties' intent and in interpreting the Institutional Agreement to find otherwise.

In South Carolina, it is fundamental that there is a presumption that a contract is not enforceable by a person who is not a party to the contract. *See Touchberry v. City of Florence*, 295 S.C. 47, 48-49, 367 S.E.2d 149, 150 (1988). This is true because it is well settled that the law presumes that parties contract exclusively for their own benefit. *See Ancrum v. Camden Water, Light & Ice Co.*, 82 S.C. 284, 295, 64 S .E. 151, 155 (1909). In order to overcome this presumption, the non-party may show that the parties to the contract intended the third-party to be a direct beneficiary of the contract. *Touchberry*, 295 S.C. at 48-49, 367 S.E.2d at 150. "No third-party beneficiary status is created absent an intent by the parties to confer a substantial benefit on [the plaintiff]." *Windsor Green Owners Ass'n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 19, 605 S.E.2d 750, 753 (Ct. App. 2004).

The line between a direct intended third-party beneficiary of the contract and an incidental or consequential third-party beneficiary is first drawn by examining the clear intent of the actual parties to the contract. Absent an expression of clear intent of the actual contracting parties to directly benefit the third-party, that third-party is merely an incidental beneficiary with no right to

enforce the contract. *See TC X, Inc. v. Commonwealth Land Title Ins. Co.*, 928 F. Supp. 618, 623 (D.S.C. 1995), *aff'd*, 86 F.3d 1152 (4th Cir. 1996). Therefore, the necessary first step in determining whether a party is an intended direct third-beneficiary of a contract is to ascertain and give legal effect to the language of the contract on the issue of intent. *Whitlock v. Stewart Title Guar. Co.*, 399 S.C. 610, 614, 732 S.E.2d 626, 628 (2012) ("The cardinal rule of contract interpretation is to ascertain and give legal effect to the parties' intentions as determined by the contract language." (citation omitted)).

Grand Strand and BCBS did not intend for third-parties to be able to enforce the Institutional Agreement, and they said so plainly and directly. This intent is evidenced by Section 16.16 of the Institutional Agreement which expressly, definitively, and unequivocally states Grand Strand and BCBS's intention that the contract was not to be construed to have any third-party beneficiaries:

> This Agreement is not intended to be, and shall not be construed to make any person or entity a third party beneficiary.

(R. 123). However, despite observing that the actual parties to the Institutional Agreement plainly stated their intention, the Court impermissibly proceeded to ignore that direct statement of the intent of the parties and to rewrite the Agreement to create a contrary outcome.

When the parties to a contract include an express third-party beneficiary disclaimer, the Court is bound to find the parties did not intend to convey a direct benefit to third parties or to create a right for such third parties to enforce or sue upon the contract. *See Lightsey v. Toshiba Corp.*, No. 9:18-CV-190, 2019 WL 5872168, at *3 (D.S.C. Mar. 4, 2019) (applying New York law and finding that "[d]ismissal of a third-party-beneficiary claim is appropriate where the contract rules out any intent to benefit the claimant. . . ."); *see also Atherton v. Tenet Healthcare Corp.*, No. 2005-UP-362, 2005 WL 7084013, at *4 (Ct. App. May 25, 2005 (holding the contract's

third-party disclaimer conveyed an unambiguous expression of the parties' intent to exclude third-parties from being able to enforce its terms).

Moreover, rather than accepting and enforcing the plain and unambiguous language of the contract, and its express disclaimer of third-party beneficiaries, the Court improperly chose to search for and give greater weight to other jurisdictions' interpretations of other contracts to find a basis to interpret the unspoken and contrary intent of Grand Strand and BCBS at the time the Institutional Agreement was drafted.[1] The Court's determinative step in reviewing the Institutional Agreement should have been to review its plain and unambiguous language. Review of the plain and unambiguous language must result in a finding that Grand Strand and BCBS did not express an intent to allow Beverly to enforce the contract as a third-party beneficiary. This intent was directly expressed, and the Court ignored this intention in finding otherwise. Such action by the Court is improper, and violates the undeniable legal tenets of contract interpretation in South Carolina. Accordingly, the Court should alter or amend its order and affirm the circuit court's dismissal of Beverly's breach of contract claim on the grounds that Beverly is not a third-party beneficiary with standing to pursue a claim for breach of the Institutional Agreement.

B. The Court erred in its interpretation of the Institutional Agreement by concluding that the second sentence of the Institutional Agreement's third-party beneficiary disclaimer creates an exception to the clear and unambiguous disclaimer of third-party beneficiaries.

The second sentence of the Institutional Agreement's third-party beneficiary disclaimer (Section 16.16) does not alter the direct expression of the parties' intent that there be no third-party

[1] The Court's order relies upon the Pennsylvania District Court's holding in *Aetna Life Ins. Co. v. Huntingdon Valley Surgery Center*, Civil Action No. 13-03101, 2015 WL 1954287 (E.D. Pa. Apr. 30, 2015) which was dependent upon a finding that the institutional agreement at issue in that case was ambiguous. Such reliance by the Court is misplaced, because the circuit court in the present case held that "[t]he language of the Institutional Agreement is clear, explicit, and unambiguous" and this finding was not appealed by Beverly.

beneficiaries. The second sentence of the Institutional Agreement's third-party beneficiary disclaimer states:

> Notwithstanding the preceding, nothing in this section shall affect Plan's rights under Article XV, or a Member's right to receive Covered Services pursuant to the Terms of this Agreement.

(R. 123).

The second sentence does not provide third-parties, like Beverly, the right to enforce the terms of the Institutional Agreement. This sentence simply serves to clarify that while the contracting parties' intent was to exclude third-party beneficiaries that intent does not otherwise alter the right of a BCBS policyholder to receive services that are covered by their BCBS policies. Nevertheless, the Court incorrectly construed this provision in the second sentence of Section 16.16 to utterly and totally eviscerate the third-party beneficiary exclusion of the first sentence. The Court completely read the third-party beneficiary exclusion out of the Institutional Agreement and from whole cloth created the ability to bring an action to enforce the Institutional Agreement as a direct and intended third-party beneficiary.

The Court's improper interpretation of the second sentence of Section 16.16, renders the first sentence—which unambiguously states that Grand Strand and BCBS did not intend for the Institutional Agreement to have third-party beneficiaries—moot. Such an interpretation of the contract in this manner violates a cardinal rule of contract interpretation: a court should interpret an agreement so as to give effect to all of its provisions. *See Ecclesiastes Prod. Ministries v. Outparcel Assocs., LLC*, 374 S.C. 483, 498, 649 S.E.2d 494, 502 (Ct. App. 2007). The Court must enforce a contract as written and the Court has no authority to rewrite the contract and impose unwanted obligations and terms. *Lowcountry Open Land Tr. v. Charleston Southern Univ.*, 376 S.C. 399, 656 S.E.2d 775, 781 (2008). Thus, the Court erred in finding the second sentence of Section 16.16 reestablishes an unspoken intent of the parties and permits third-parties, like

Beverly, to sue to enforce the Institutional Agreement. Accordingly, the Court should alter its prior order and affirm the circuit court's finding that the Institutional Agreement does not contain a carve out provision that would allow Beverly to circumvent the Institutional Agreement's express third-party beneficiary disclaimer.

C. The Court erroneously concluded that Beverly is a direct and intended third-party beneficiary of the Institutional Agreement.

The Court's order fails to recognize the distinction between an intended and direct benefit and incidental or consequential benefit. The primary distinguishing factor between an intended and direct benefit and incidental or consequential benefit is the intent of the contracting parties. *See Pearson v. Gardere Wynne Sewell LLP*, 814 F. Supp. 2d 592, 601 (M.D.N.C. 2011) ("A person is a direct beneficiary of the contract if the contracting parties intended to confer a legally enforceable benefit on that person. It is not enough that the contract, in fact, benefits the plaintiff, if, when the contract was made, the contracting parties did not intend it to benefit the plaintiff directly." (internal citations and quotation marks omitted)). A third-party is an intended direct beneficiary of a contract when the contract contains a clear expression of the contracting parties' intent that the contract is for the direct benefit of a third-party. *See Cothran v. Rock Hill*, 211 S.C. 17, 20, 43 S.E.2d 615, 616-17 (1947) (stating that to overcome the general presumption that parties contract exclusively for their own benefit it must appear that the contracting parties intended (contrary to the presumption) to create a direct, not incidental or consequential, benefit to the third party). All other benefits should be considered indirect, incidental, or consequential. *See United States v. Chester Heights Assocs.*, 406 F.Supp. 600, 604 (D.S.C. 1975) ("It is not sufficient to show that one is only an incidental beneficiary under such an agreement or that one benefits through the mere operation of the contract.").

The Court's order contains a conclusory statement that "the remaining twenty pages of the Agreement impose requirements on Grand Strand specifically intended to benefit Beverly and

other Members." The Court's order fails to identify where in those "remaining twenty pages" Grand Strand and Beverly intended to convey a direct benefit to Beverly, because such provisions are not in the Institutional Agreement. Any such benefits that are conveyed are merely incidental or consequential benefits—not intended and direct benefits. Beverly derives benefit from the Institutional Agreement by the mere operation of the contract. The incidental or consequential benefits that she derives from the operation of the contract do not make her an intended direct beneficiary of the contract. To be an intended direct beneficiary of the contract Grand Strand and BCBS needed to include a direct expression of their intent for the contract to be for the direct benefit of Beverly. Grand Strand and BCBS's contract states the opposite, and the Court's analysis of the Institutional Agreement fails in that it ignores the express intent of the contracting parties in favor of elevating incidental and consequential benefits to intended and direct benefits.

In *Windsor Green Owners Association, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 20, 605 S.E.2d 750, 754 (Ct. App. 2004) a condominium homeowners' association ("Windsor") sued to enforce a provision of the rental agreement between a tenant and the owner of the condominium that obligated the tenant to pay for damage to the property after the tenant's son burned down the condominium and damaged the common area of the condominium complex. Windsor argued that it was a third-party beneficiary with the right to enforce the rental agreement between the condominium owner and the tenant because it was an intended and direct beneficiary of the rental agreement's provision obligating the tenant to pay for damage to the "Property." The circuit court found that "Property" included the common areas that were damaged by the fire. The circuit court held that Windsor was a third-party beneficiary to the contract because Windsor "is the entity which maintains and controls the ownership interests of the common elements and because [the tenant] agreed to be financially responsible for damage to the property caused by it or its guests, with the term 'property' encompassing the common elements." *Windsor*, 362 S.C. at 18, 605

S.E.2d at 753 (internal quotation marks omitted). On appeal, the Court of Appeals reversed the circuit court's finding that Windsor was an intended and direct third-party beneficiary to the rental agreement. *Id.* at 20, 605 S.E.2d at 754. In analyzing the issue of whether Windsor was a third-party beneficiary with the right to enforce the rental agreement the court stated:

> We do not think a rental agreement between a condominium owner and the owner's tenant by which the tenant voluntarily agreed to pay *the owner* for any property damage caused by the tenant, his family, or guests, goes so far as to make the homeowners association a third-party beneficiary of the contract, notwithstanding the fact that, by law, the tenant has the right to use the common areas. Under this rationale, a homeowners' association could directly hold a tenant contractually responsible for assessments, association dues, or any other expenses even though the parties did not intend this result by virtue of entering into a rental agreement.

Id. (emphasis in original).

The rationale applied by the court in *Windsor* is applicable to the present case. Like the agreement in *Windsor*, the Institutional Agreement provides indirect, incidental, or consequential benefits to third-parties, including Beverly. However, those indirect, incidental, or consequential benefits do not provide Beverly with the right independently to enforce the Institutional Agreement as a third-party beneficiary because the Institutional Agreement lacks a clear expression of Grand Strand and BCBS's intent to provide such rights to Beverly. Accordingly, the Court erred in finding Beverly is an intended and direct third-party beneficiary of the Institutional Agreement with standing to pursue a claim for breach of contract.

II. The Court erred in reversing the circuit court's dismissal of Beverly's claim for unjust enrichment/*quantum meruit*.

The Court's ruling that Beverly is a third-party beneficiary with the right to enforce the terms of the Institutional Agreement affirmatively determines that a contract governs the rights that Beverly is seeking to enforce. Therefore, the Court erred in concluding that Beverly may also pursue a claim for unjust enrichment/*quantum meruit*.

It is axiomatic under South Carolina law that "[i]f the tasks the plaintiff is seeking compensation for under a *quantum meruit* theory are encompassed within the terms of an express contract which has not been abandoned or rescinded, the plaintiff may not recover under *quantum meruit*." *See Swanson v. Stratos*, 350 S.C. 116, 122, 564 S.E.2d 117, 120 (Ct. App. 2002); *see also* 66 Am.Jur.2d *Restitution and Implied Contracts* § 81 (2001) ("[I]t is a defense to an action in quantum meruit that there is an express contract covering the issue of compensation for services or materials furnished.").

In its order, the Court expressly recognized that the facts upon which an alleged unjust enrichment claim might arise are the very same facts upon which the breach of contract claim was purportedly based. The Court stated that the basis of an unjust enrichment claim was that Grand Strand "is not permitted to bill a Member for its services at a higher payment rate than it contractually agreed to accept." (emphasis added). Additionally, the Court based its conclusion that it was error to dismiss the *quantum meruit* claim on the grounds that when Grand Strand billed Beverly for covered services "it declined to bill her at the contracted for rate, and it sent her a bill in violation of its contract with BCBS." (emphasis added). Thus, it could not be more clear that the Court seeks to allow Beverly to pursue a contract claim and an unjust enrichment/*quantum meruit* claim for exactly the same alleged conduct and damages. Furthermore, it could not be more clear that the Court recognizes that the purported foundation of the equitable claim is the terms of the express contract (a contract which the Court already declared to be applicable and enforceable).

South Carolina law does not permit both claims to proceed. A careful exposition and summary of South Carolina law on this point was even discussed in recent consolidated multidistrict litigation in, *In re General Motors LLC Ignition Switch Litigation*, 399 F.Supp3d 262, 340 (2018). In that case, the United States District Court for the Southern District of New York correctly analyzed and applied South Carolina law to find that a plaintiff is only permitted to pursue

a claim for unjust enrichment as an alternative to a claim for breach of contract "where it is uncertain whether a valid and enforceable contract exists." *General Motors*, 399 F.Supp3d at 340. When the existence and applicability of an express contract is not in question, or has already been determined the equitable claim may not continue—even in the alternative. In reaching this conclusion, the court recognized that under South Carolina law a claim for unjust enrichment is an equitable claim and "that 'equity will not intervene' where a plaintiff 'possesses an adequate remedy at law.'" *Id.* at 341 (quoting *Dema v. Tenet Physician Servs.-Hilton Head, Inc.*, 383 S.C. 115, 123, 678 S.E.2d 430 (2009); *Van Robinson Ins. Agency, Inc. v. Harleysville Mut. Ins. Co.*, 272 S.C. 127, 128-29, 249 S.E.2d 744 (1978)). The court noted that in South Carolina "to be adequate, a legal remedy need not guarantee success." *Id.* (quoting *EllisDon Constr., Inc. v. Clemson Univ.*, 391 S.C. 552, 555, 707 S.E.2d 399 (2011)). Ultimately, the court held that under South Carolina law the plaintiffs had an adequate remedy at law and, therefore, the plaintiffs could not maintain a claim for unjust enrichment—even in the alternative. *Id.* at 342.

In *Charleston County School District v. Laidlaw Transit, Inc.*, 348 S.C. 420, 422-23, 559 S.E.2d 362, 363 (Ct. App. 2001), the Charleston County School District sought to recover alleged overpayments to a bus company under a transportation contract. The bus company counterclaimed under a *quantum meruit* theory for set-off and payment for extra services rendered. *Id.* at 423-24, 559 S.E.2d at 364. The circuit court dismissed the *quantum meruit* counterclaim and the court of appeals affirmed, agreeing that "there was a specific contract between the parties and they were limited to that contract." *Id.* at 424-26, 559 S.E.2d at 364. The court explained:

> By admitting the contract and its terms, . . . the parties have defined their relationship, and their rights and obligations are governed solely by the contract terms.

Id. at 425, 559 S.E.2d at 364.

Similarly, in *Swanson*, 350 S.C. at 118-21, 564 S.E.2d at 118-20, the court was asked to determine whether a forester was entitled to recover under *quantum meruit* against a property owner when the forester had an express written contract with the property owner. *Id.* at 119, 564 S.E.2d at 118. The court held that the forester was not entitled to the recover under *quantum meruit* because the work performed by the forester was within his obligations under the express contract. *Id.* at 123, 564 S.E.2d at 120. The court explained that a claim for *quantum meruit* fails in the face of an enforceable contract governing the relationship between the parties. *Id.*

In this case, the Court resolved the question of an enforceable contract existing and applying between the litigants. Having done that, the Court may not also sanction an alternative equitable claim (unjust enrichment/*quantum meruit*) to continue as well. If left unaltered, the Court's order is in conflict with established South Carolina law, and is error. Beverly seeks to recover under a theory of unjust enrichment/*quantum meruit* despite her claim, and the Court's finding, that an express contract (the Institutional Agreement) exists which governs the rights and obligations of the parties. The Court held that Beverly is a third-party beneficiary under the Institutional Agreement and that she has the right to sue Grand Strand for breach of that express contract. Thus, following the Court's ruling on the breach of contract claim, there is no dispute as to the existence of the express contract or its application to the current dispute.

Because the Court's order validated the breach of contract claim and ends any dispute as to the existence or application of the express contract to the claims in issue, the unjust enrichment/*quantum merit* claim must be dismissed as a matter of law. *See Charleston County School District*, 348 S.C. at 422-23, 559 S.E.2d at 363; *Swanson*, 350 S.C. at 118-21, 564 S.E.2d at 118-20. Beverly's ability to pursue the claims in the alternative only existed when the existence of the express contract, or its applicability to the claims in issue, was in dispute. *See Boldt Co. v. Thomason Elec. & Am. Contractors Indem. Co.*, 820 F. Supp. 2d 703, 707 (D.S.C. 2007); *United*

States v. Savannah River Nuclear Sols., LLC, No. 1:16-CV-00825-JMC, 2016 WL 7104823, at *26 (D.S.C. Dec. 6, 2016). When no such dispute remains, Beverly's ability to maintain even an alternative claim based on a theory of *quantum meruit* or quasi-contract ends. Moreover, Beverly's inability to maintain a claim for *quantum meruit* cannot be remedied if she elects to drop her claim for breach of contract. If the Court finds she is entitled to enforce the agreement as a direct third-party beneficiary, then her claim will always be controlled by the express terms of the Institutional Agreement. Therefore, upon the Court's finding and conclusion that Beverly is a third-party beneficiary with the right to pursue a claim for breach of an express contract, Beverly is foreclosed from pursuing an alternative claim for *quantum meruit*. Accordingly, the Court erred in finding that Beverly may continue to pursue her claim for *quantum meruit*.

CONCLUSION

Based on the foregoing, Grand Strand respectfully requests the Court alter or amend its order to find that Beverly is not an intended and direct third-party beneficiary of the Institutional Agreement and affirm the circuit court's dismissal of Beverly's breach of contract claim. Additionally, Grand Strand requests the Court alter or amend its order to affirm the circuit court's dismissal of Beverly's unjust enrichment claim on the grounds that Beverly may not continue to pursue a claim for unjust enrichment/*quantum meruit* after the Court has found that a valid and enforceable contract governs the rights and obligations Beverly is seeking to enforce.

James Lynn Werner; SC Bar No. 6029
William R. Thomas; SC Bar No. 16348
Katon E. Dawson Jr.; SC Bar No. 101167
PARKER POE ADAMS & BERNSTEIN LLP
1221 Main Street, Suite 1100
Post Office Box 1509 (29202)
Columbia, South Carolina 29201
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
jimwerner@parkerpoe.com
willthomas@parkerpoe.com
katondawson@parkerpoe.com
Attorneys for Respondent
Grand Strand Regional Medical Center, LLC

February 14, 2020
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
FEB 14 2020
SC Court of Appeals

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

Case No. 2016-CP-26-0166
Appellate Case No. 2016-001499

Jeanne Beverly, Individually and on behalf of others similarly situated,.....Appellant,

v.

Grand Strand Regional Medical Center, LLC .....Respondent.

PROOF OF SERVICE

The undersigned hereby certifies that on February 14, 2020, he served the foregoing **RESPONDENT GRAND STRAND REGIONAL MEDICAL CENTER, LLC's PETITION FOR REHEARING** on all parties listed below by placing a copy of it in the United States Mail, first class postage prepaid, addressed as follows:

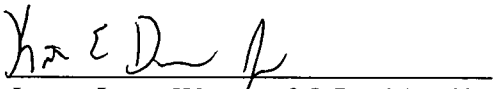
John G. Felder, Jr.
McGowan, Hood & Felder, LLC
1517 Hampton Street
Columbia, SC 29201

Chad A. McGowan
Jordan C. Calloway
McGowan, Hood & Felder, LLC
1539 Health Care Drive
Rock Hill, South Carolina 29732

Roy Harmon
Sidney L. Major, Jr.
Harmon & Major, P.A.
PO Box 8954
Greenville, SC 29604

Jeff C. Chandler
The Chandler Law Firm
Bank of America Building
2501 Oak Street
Myrtle Beach, South Carolina 29577

Attorneys for Appellant Jeanne Beverly



James Lynn Werner; SC Bar No. 6029
William R. Thomas; SC Bar No. 16348
Katon E. Dawson Jr.; SC Bar No. 101167
PARKER POE ADAMS & BERNSTEIN LLP
1221 Main Street, Suite 1100
Post Office Box 1509 (29202)
Columbia, South Carolina 29201
Telephone: (803) 255-8000
Facsimile: (803) 255-8017
jimwerner@parkerpoe.com
willthomas@parkerpoe.com
katondawson@parkerpoe.com

Attorneys for Respondent
Grand Strand Regional Medical Center, LLC

February 14, 2020
Columbia, South Carolina

Parker Poe

Katon E. Dawson, Jr.
Associate
Telephone: 803.253.6854
Direct Fax: 803.255.8017
katondawson@parkerpoe.com

Atlanta, GA
Charleston, SC
Charlotte, NC
Columbia, SC
Greenville, SC
Raleigh, NC
Spartanburg, SC

February 14, 2020

Via Hand Delivery

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29211

Re: ***Jeanne Beverly Individually and on behalf of other similarly situated v. Grand Strand Regional Medical Center, LLC;*** **Civil Action No. 2016-CP-26-0116**
Respondent's Petition for Rehearing

Dear Mrs. Kitchings:

Enclosed are an original and one (1) copy of Respondent Grand Strand Regional Medical Center, LLC's Petition for Rehearing and Proof of Service, and our firm check in the amount of $50.00 in the above-referenced lawsuit. Please return a file-stamped copy of the Respondent's Petition for Rehearing and Proof of Service with my courier.

By copy of this letter, I am serving counsel for Appellant Jeanne Beverly with a copy of the Respondent's Petition for Rehearing.

Thank you for your attention to this request.

Sincerely,

Katon E. Dawson, Jr.

KED:bg
Enclosures

cc: John G. Felder, Jr.
Chad A. McGowan
Jordan C. Calloway
Roy Harmon
Sidney L. Major, Jr.
Jeff C. Chandler