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June 18, 2021

VIA EMAIL & US MAIL

The Honorable Daniel E. Shearhouse
Clerk of Court
Supreme Court of South Carolina
1231 Gervais St.
Columbia, SC 29201

RECEIVED

Jun 18 2021

S.C. SUPREME COURT

Re: Jeanne Beverly v. Grand Strand Regional Medical Center, LLC
Appellate Case No. 2016-001499

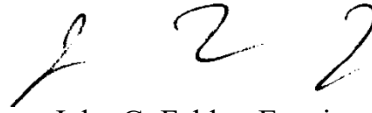
Dear Mr. Shearhouse:

In connection with Mr. Werner's letter of yesterday, Respondent wanted to provide answers to the following questions:

1. Did Mrs. Beverly actually pay the medical bill at issue?
Yes. For account number 1028438643, she paid by personal check number 5671, on May 17, 2013, in the amount of \$6,975.02 and made a payment by credit card in the amount of \$56.23 on February 19, 2013. For account number 1028498952, she made a payment by credit card in the amount of \$968.75, on April 29, 2013.
2. Did Mrs. Beverly seek to resolve this short of a lawsuit?
Yes. She, through her attorney, Jeff Chandler, a counsel of record in this case, sent the attached request for a refund of her money. This letter was sent to Ms. Robin Brenner, Regional Manager of Hospital Corporation of America, in Norcross, GA, and was sent with proof of delivery (also attached).

Thank you for providing this to the Court when you provide Mr. Werner's letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'JGF', written in a cursive style.

John G. Felder, Esquire

JGF/kgp

Enclosure

cc: James Lynn Werner, Esquire



JEFFREY C. CHANDLER, P.C.
FEIN 20-0523540

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Jun 18 2021

S.C. SUPREME COURT

March 7, 2014

Certified Return Receipt U.S. Mail

Ms. Robin Brenner, Manager
Hospital Corporation of America
5707 Peachtree Parkway
Norcross, Georgia 30092

Re: Patient: Jeanne Beverly
Account Numbers: 1028438643 & 1028498952
Date of Service: 9-6-2012 & 9-18-2012

Dear Ms. Brenner:

This firm represents Jeannie Beverly in connection with her personal injury claims arising from a vehicle collision on September 6, 2012, in which she sustained serious injuries. My client received treatment at your facility for those injuries, as a result of which you are claiming an amount due from my client in the amount of \$7,031.25. As well as, a follow-up to have staples removed on September 18, 2012, which resulted in additional charges of \$968.75.

At the time of the collision and my client's treatment at your facility, she was covered by a health insurance policy issued by Blue Cross Blue Shield of South Carolina Insurance Company. My client's insurance coverage information was provided to you at the time of her admission and treatment. Your facility is, and at all relevant times has been, a preferred provider in the Blue Cross Blue Shield Insurance Company network. My client had obtained this health insurance coverage precisely so that in the event she required medical care and treatment, the cost of such care and treatment would be paid or largely defrayed by her insurance.

In spite of the foregoing, Grand Strand Regional Medical Center and its representatives refused to submit my client's bills related to the vehicle collision to Blue Cross Blue Shield Insurance Company for payment. Instead, Grand Strand Regional Medical Center demanded payment "IN FULL" from my client. At that time, my client was unrepresented by counsel and complied with your instructions. My client is adamant that she specifically informed your representative(s) that she had Blue Cross Blue Shield, but that she was informed that she would "have to pay her insurance company back... so it was her responsibility." Your company obviously took this position to maximize income by attempting to avoid the discounts (*voluntarily negotiated and agreed to by your management in order to become a member of the Blue Cross Blue Shield Insurance Company Insurance provider network*) that would be applied to your bills and charges if they are submitted to Blue Cross Blue Shield Insurance Company as one of its network providers.

Ms. Robin Brenner, Manager
Hospital Corporation of America
March 7, 2014

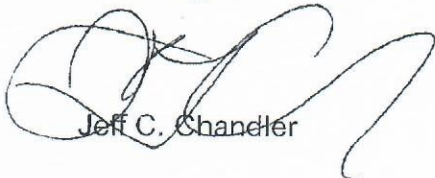
MY CLIENT IS A THIRD-PARTY BENEFICIARY OF THE AGREEMENTS BETWEEN Grand Strand Regional Medical Center AND Blue Cross Blue Shield Insurance Company INSURANCE PROVIDING FOR DISCOUNTED PAYMENTS IN SATISFACTION OF THE PATIENT'S ACCOUNTS. The law is clear that a third-party beneficiary of such a contract is entitled to enforce the contract and sue for damages for its breach. **By refusing to submit my client's medical bills to her health insurance carrier, you deprived her of the benefits of the discounts and other provisions of the negotiated agreement between the hospital and Blue Cross Blue Shield Insurance Company whereby Grand Strand Regional Medical Center became a member of the provider network.** My client's damages for this breach are, at a minimum, the amounts you would have been paid if the charges had been submitted to health insurance, and the satisfaction of my client's remaining liability for any additional charges other than deductibles and co-pays that may apply. Additional damages may be applicable. Additionally, my client is prepared to initiate legal action for breach of contract should you not promptly comply with our demand.

Furthermore, **THE INTENTIONAL REFUSAL TO SUBMIT MY CLIENT'S CHARGES TO HER HEALTH INSURANCE FOR PAYMENT CONSTITUTES AN ACTIONABLE TORTIOUS INTERFERENCE WITH HER CONTRACT WITH HER HEALTH INSURANCE PROVIDER.** As mentioned earlier, my client had the foresight to purchase health insurance coverage to protect her in the event she was injured or became ill with the expectation that covered medical expenses would be paid by that insurance. She has paid premiums to obtain that insurance coverage.

By willfully and intentionally refusing to submit my client's medical bills arising from this occurrence to her health insurance carrier, Grand Strand Regional Medical Center deprived her the benefits of her contract with her health insurance carrier. Compensatory damages recoverable for this tort include the amounts that the hospital would have been paid, plus the fact that my client's liability for the medical expenses would be satisfied by the discounted payments, other than deductibles or co-pays that might apply. Consequential damages, including my client's attorney fees and expenses, and punitive or exemplary damages are also recoverable in a tortious interference with contract cause of action.

At this time, I am demanding that you refund my client's money, in the amount of \$8,000.00 (which should be sent to my office) and process her claims through Blue Cross Blue Shield. As you know, Blue Cross Blue Shield will deny these claims for failure to timely bill, which should result in a write off. This demand will remain open until March 20, 2014, at which time, my client has instructed me that she wishes to pursue litigation.

Sincerely,



Jeff C. Chandler