RECEIVED
APR 15 2013
S.C. Supreme Court

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Honorable James R. Barber, III, Circuit Court Judge

Case No. 2009-CP-40-5680
Opinion No. 5077 (S.C. Ct. App. Filed January 23, 2013)

Kirby L. Bishop; Herman G. Boney; Richard H. Brown; Michael D. Catt; Basilides F. Cruz; Robert B. Dozier; Joseph A. Floyd, Sr.; Arthur C. Gillam, III; Alma C. Hill; Barry N. Martin; William J. Meyer; Charles F. Morris, Sr.; and Joseph A. Smith,

of whom,

Basilides F. Cruz; Joseph A. Floyd, Sr.; Arthur C. Gillam, III; Alma C. Hill; Barry N. Martin; Charles F. Morris, Sr.; and Joseph A. Smith are Respondents,

v.

City of Columbia, Petitioner.

RETURN TO PETITION FOR WRIT OF CERTIORARI

Nancy Bloodgood, Esquire
Lucy C. Sanders, Esquire
FOSTER LAW FIRM, L.L.C.
895 Island Park Drive, Suite 202
Charleston, SC 29492
Telephone: (843) 972-0313
Facsimile: (888) 519-0934
Email: nbloodgood@fosterfoster.com
Attorneys for Respondents

INTRODUCTION

After reviewing briefs from the parties and hearing oral argument, the Court of Appeals affirmed the Lower Court's grant of summary judgment in favor of the Petitioner (City of Columbia) in regards to Respondents' contract claims, but reversed the Lower Court's grant of summary judgment in regards to Respondents' estoppel claims. Much of Petitioner's Petition for Writ of Certiorari focuses on contract issues which are not before this Court as they have already been dismissed by the Court of Appeals. In regards to the estoppel issues, the Court's analysis and reasoning was accurate and requires no further review by this Court. The Court of Appeals held that questions of fact exist regarding the scope of authority of City employees and the reasonableness of Respondents' reliance on the representations of these employees. These determinations by the Court were not novel or incorrect. If a genuine issue of material fact exists, then summary judgment is improper and the case should proceed to trial, regardless of whether the trial is in front of a jury or a judge. Here, the Court of Appeals found that the Lower Court simply erred in its analysis of the evidence. As questions of fact exist regarding the estoppel claims, these claims cannot be dismissed by summary judgment and must proceed to trial so a fact-finder can weigh the evidence and make determinations regarding credibility and the reasonableness of Respondents' reliance.

As will be explained further in this Return, the estoppel causes of action in this case do not involve novel issues of law and the decision from the Court of Appeals does not conflict with any prior precedent from this Court. Further, other SCACR 242(b) criteria do not weigh in favor of granting the Petition for Writ; the Court of Appeals

decision did not have a dissenting opinion and there are no constitutional issues or federal questions involved.

STATEMENT OF THE CASE

Procedural History

Respondents agree with Petitioner's statement of the procedural history of the case with the exception of clarifying two issues. First, the Court of Appeals, as noted in Footnote 5 of its Opinion, did not reach the issue of whether Respondents reasonably relied to their detriment on promises made in Petitioner's newsletters because the Court reversed the Lower Court's grant of summary judgment for Respondents' estoppel claims on other grounds. Additionally, Petitioner's summary of the Court's fourth holding (see p. 2 of Petition) requires clarification. The Court held that the handbook and benefits booklet could not serve as the basis for Respondents' estoppel claims. However, Respondents maintain that language in these written documents could still be considered as part of the totality of the circumstances regarding whether Respondents' reliance on Petitioner's oral statements was reasonable.

Factual Background[1]

Respondents, a group of retired firefighters and police officers, each worked at least twenty years for Petitioner in exchange for Petitioner's promise to pay the cost of Respondents' single coverage retiree health insurance. (R. pp. 76-86; 339-378; 395-415; 416-431; 446-448; 478-479; 557; 563-566; 591-593; 605; 608; 626-627; 649-652; 663-

[1] Respondents submit the following counter statement of facts because Petitioner's statement of facts includes some facts which irrelevant to the issues before this Court and other facts which are unsupported by the Record or are improper legal conclusions.

664.) Respondents accepted lesser salaries while employed by Petitioner and made long term financial decisions based on Petitioner's promise. (R. p. 91.)

The benefits booklet and handbook given to Respondents stated the terms of their retiree health coverage. (R. pp. 339-378; 395-415.) The handbooks distributed prior to 2000 contained no disclaimers and specifically stated, "We have prepared this Handbook to acquaint all employees with the City's policies and benefits . . . *The City of Columbia declares as a matter of policy* that the City government through its employees and officials can best serve the public by administering within the framework of the organization *a personnel program which provides* for and incorporates ... equitable and *adequate compensation* through a modern, balanced and well-structured salary schedule ... [and] providing a program of extended benefits including...retirement benefits ... *All employees who retire at age 65 or later ... will be kept under the City's group coverage, with the City making a cash contribution.*" (R. pp. 339-378.) (emphasis added) After 2000, an at-will disclaimer was added to the handbooks but the handbooks continued to state every year that the City would pay the cost of retiree health insurance for employees retiring with twenty years of service. (Id.)

Additionally, Petitioner's "Employee and Retiree Health Coverage" booklets never contained any disclaimers and stated regarding retiree health insurance, "*These are not just fringe benefits*, but because the City pays the vast majority of the cost for you, *they represent a significant cost of compensation far beyond your paycheck.*" (R. pp. 395-415.) (emphasis added). As late as 2008, the City of Columbia's "Employee and Retiree Health Coverage" booklet stated, "*Retirees who are currently covered will remain covered as stated at the time of retirement.*" (Id.)

Petitioner's newsletters also stated retiree health insurance was free and Mona Holiday, Petitioner's Human Resources employee, repeatedly stated to Respondents that retiree health insurance was free. (R. pp. 422, 424, 427, 429, 431, 557, 605.) Petitioner's City Manager testified part of Human Resource employee Mona Holiday's job responsibility was to provide information to retirees. (R. p. 496, lines 19-23.) The City Manager is the head of the administrative branch of the City of Columbia and sets the terms of employment for employees of the City. S.C. Code Ann. § 5-13-90 (2004).

Several supervisors told Respondent Cruz he would not be eligible for many raises as a city employee, but would have insurance for life; this promise was repeated during merit interviews and evaluations by Captain Jeffcoat, Chief Douglas, and Chief Stewart. (R. p. 447, lines 1-24.) Cruz trained employees during orientation for nine years and he told new hires that if they remained with the City, they would not be rich but would be taken care of by the City with free health insurance when they retired. (R. p. 449, line 7—p. 450, line 6.)

Respondent Cruz also received booklets through the years that explained the free retiree health insurance and received a letter from Mona Holiday indicating he should not sign up for Part D Medicare as the City's retiree insurance was better. (R. p. 450, line 18—p. 454, line 8; 464, line 2—p. 465, line 13.) Respondent Cruz had seen other employees retire and receive the retiree insurance and his father had retired from the military and had insurance for life, so he understood the importance of it. (R. pp. 452, lines 10-14; p. 459, lines 15-22.) Everyone in Cruz's Department tried to make it to twenty years because they wanted the free retiree health insurance. (R. p. 460, line 14—

p. 461, line 7.) Cruz testified he finished his obligation and retired based on the promise of free health insurance. (R. pp. 459-463.)

Respondent Floyd was told about the free retiree health insurance when he first came to department; past Chiefs talked about it and Chief Jansen complained when he did not qualify because he could not meet the years of work requirement. (R. pp. 477-479.) Floyd was instructed by Chief Evans and Ron Cunningham to advise recruits about the free retiree health insurance because it was a selling point that could be used in recruiting. (R. p. 479, lines 10-20.)

Floyd testified he does not think retirees should be treated the same as active employees because retirees have done what they had to do, while those who are presently working have not yet fulfilled their obligation. (R. p. 481, line 8—p. 482, line 24.) Respondent Floyd testified the retirees have worked all these years and were told and led to believe that their health insurance would be taken care of and they would not have to pay for it. (R. p. 476, line 18—p. 477, line 3.)

Respondent Gilliam testified he stayed with the City for twenty-six years to obtain the free retiree health insurance. (R. p. 566, lines 2-6.) The promised free retiree health care was common knowledge and pretty much everybody talked about it. (R. p. 557, lines 12-14; pp. 564-565.) As a Captain, one of his responsibilities was to disseminate the City's policies. (R. p. 561, line 11—p. 562, line 5.) While employed with the City, Respondent Gilliam knew he was not going to make a lot of money, but knew the free health insurance would be good when he retired. (R. p. 571, line 14—p. 572, line 8.) Respondent Gilliam asked about the health insurance at a Planning for the Future Seminar and talked with Mona Holiday about the retiree health insurance; he had no

reason to think he wasn't going to receive it. (R. p. 557, lines 3-14.) Gilliam "fulfilled [his] obligation" and expected to receive what he was promised. (Id.) Gilliam believed he would have a good and valid policy when he retired. (R. p. 563, line 24—p. 565, line 5; p. 569, lines 3-6.)

Respondent Hill received benefits booklets while he was employed and he reviewed the booklets for major changes to his health coverage. (R. p. 581, line 10—p. 582, line 13.) Hill was led to believe that he would have free insurance when he retired by his supervisors; the promise of free retiree health insurance was common knowledge. (R. p. 587, lines 3-25; pp. 592-593.) When Hill retired in January of 2009, he received a letter from the City's HR Department stating that he should not take Medicare D when he became eligible as the City's insurance coverage was superior. (R. p. 578, lines 6-13; pp. 587-588, 595.)

Respondent Martin retired in April of 2008. (R. p. 598, lines 3-7.) His father had also retired from the City's fire department and Martin knew his father received free health insurance for life. (R. p. 601, line 2—p. 602, line 9.) Martin recalled Mona Holiday explaining the retiree health insurance to him and recalled his supervisors, Chiefs Anderson, Boykin, Stewart and Williams, also assuring him the City was a great place to work due to the retiree health insurance. (R. p. 605, lines 8-19; 608, lines 6-18.) Martin worked for the City for thirty-five years in large part to get the free retiree health insurance. (R. pp. 598-602.) Martin fulfilled his part of the agreement by working thirty-five years and wants the City to do the same. (Id. and p. 609, line 19—p. 610, line 2.)

Respondent Morris testified the City Manager told him he would have free insurance. (R. p. 626, line 24—p. 627, line 21.) He also testified that when the eligibility

was changed from ten to twenty years, he recalled a lot of discussion about the promise of free retiree health insurance. (R. p. 634, line 21—p. 636, line 23.) Morris testified he wants the City to be responsible and do what it said it would do, which is to provide retirees free health insurance; he made a commitment and he wants the City to live up to their commitment. (R. p. 633, lines 1-7.)

Respondent Smith was told the City would cover the cost of his health insurance when he retired at no cost to him. (R. p. 662, line 3—p. 663, line 8.) Smith knew he met the criteria for the free retiree health insurance because he worked the required number of years. (R. p. 650, lines 1-7.) The promise of free health insurance was made at County Council meetings and retirement seminars and a council member (Cromartie) acknowledged the promise made to the retirees in a public meeting. (R. p. 654, lines 11-24; p. 655, lines 1-7; p. 658, lines 16-18.)

Petitioner followed through on its promise for a number of years after Respondents retired, then, in May of 2009, refused to continue to pay the cost of Respondents' single coverage retiree health insurance. (R. p. 169, lines 20-23; p. 170, lines 11-16.)

ARGUMENT

Applicable Standard of Review

"Summary judgment is a drastic remedy and should be cautiously invoked so that a litigant will not be improperly deprived of a trial on disputed factual issues." Hoard v. Roper Hospital, 387 S.C. 539, 545, 694 S.E.2d 1, 4 (2010). In reviewing a grant of summary judgment this Court uses "the same standard which governs the trial court under Rule 56(c), SCRCP, and summary judgment is proper only when there is no

genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law." Id. at 546, 694 S.E.2d at 4 (citing Fleming v. Rose, 350 S.C. 488, 493, 567 S.E.2d 857, 860 (2002)). In determining whether summary judgment is appropriate, the evidence and its reasonable inferences must be viewed in the light most favorable to the nonmoving party. Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991).

I. The Court of Appeals properly distinguished this case from Ahrens v. State.

Petitioner urges this Court to grant its Petition for Writ on the basis that the Court of Appeals ignored and failed to properly apply the binding precedent of Ahrens v. State, 392 S.C. 340, 709 S.E.2d 54 (2011). However, Ahrens was considered by the Court of Appeals and properly distinguished. In Ahrens, representations were made by employees but were made outside the employees' authority. Here, the opposite is true. Petitioner's City Manager and Human Resources employees acted within the scope of their authority in making, confirming, and explaining retiree health insurance. The representations were made orally and in newsletters (without disclaimers). (R. p. 431; pp. 450-454; p. 557, lines 9-14; p. 578; pp. 587-588; p. 595; p. 605, lines 7-19.) In Ahrens, the employees' representations were clearly contradicted by the same statute that the employees claimed to rely on; the same is not true here.

Here, Respondents had a right to rely on representations of their supervisors and representations made by Human Resources employees who were held out to be the authority in issues regarding benefits. The Court of Appeals specifically examined the issue of scope of authority and did not ignore or overlook the precedent of Ahrens. Ahrens correctly held that an officer derives his authority from statute and all persons are

held to have notice of the extent of an officer's authority. Here, Petitioner's Human Resources employees and supervisors were acting pursuant to authority granted to them by statute, ordinance, and by the City Manager (in accordance with the Manager's authority to delegate responsibilities). See S.C. Code Ann. § 5-13-90 (2004); Columbia City Code, art. II, § 2-215; R. p. 496, lines 19-23. Petitioner's employees were, therefore, acting within the scope of their authority by explaining Petitioner's policy regarding retiree health insurance and Respondents had a right to rely on these representations by employees with authority to explain such matters.

To the extent that Petitioner argues the City's employees exceeded the scope of their authority or that Respondents had knowledge (actual or constructive) that the City's employees were making false representations, such issues are strongly disputed by the Respondents and must be tried before a fact-finder. The Court in Ahrens held that, based on the circumstances and facts, it was unreasonable for the retirees to claim they did not know the working retirees program was subject to change. Similarly, the Court in Alston held that documents given to employees did not give rise to a legitimate expectation that fringe benefits would continue for any specific amount of time. These determinations are factual in nature and the facts in this case are distinguishable. "Issues of reliance and its reasonableness going as they do to subjective states of mind and applications of objective standards of reasonableness, are preeminently factual issues for the trier of facts." Unlimited Servs., 303 S.C. 384, 387, 401 S.E.2d 153, 155 (1991) (quoting Starkey v. Bell, 281 S.C. 308, 315 S.E.2d 153 (Ct. App. 1984)).

When viewed in the light most favorable to Respondents, the evidence establishes Petitioner promised to pay the cost of Respondents' single coverage retiree health

insurance in exchange for Respondents working for Petitioner for twenty years. This promise was made and explained in writing through the Petitioner's newsletters (R. pp. 339-431) and orally through promises by city managers, human resource employees, supervisors, and council members. (R. pp. 446-448; 478-479; 557; 563-566; 591-593; 605; 608; 626-627; 649-652; 663-664). In Ahrens, retirees were given pamphlets with disclaimers specifically stating that state statutes, such as the statute regarding the working retirees program were "subject to change" and were also required to sign forms stating that they understood the terms of the working retiree program derived from the Retirement Act (which had been amended over 25 times). The facts in this case are distinguishable and "a determination of justifiable reliance involves the evaluation of the totality of the circumstances, 'including the positions and relations of the parties.'" West v. Gladney, 341 S.C. 127, 134, 533 S.E.2d 334, 337-38 (Ct. App. 2000) (quoting Elders v. Parker, 286 S.C. 228, 233, 332 S.E.2d 563, 567 (Ct. App. 1985)). The totality of the circumstances in this case must include all verbal and written representations and the parties' relative positions and relations.

Here, some of the documentation indirectly reflected that the policies were subject to change, but other documentation reflected that the policy was a promise that could be relied on by Respondents. Specifically, several documents reflected that the promise was unconditional and was not subject to any type of approval or changes. For instance, the July/August 2004 Newsletter stated:

> To continue your Health Insurance upon retirement you must meet two criteria: 1) Retire with the South Carolina Retirement System and 2) Be employed by the City of Columbia for 20 (not necessarily consecutive) years. You will be eligible to continue your health insurance at the same rates you are currently paying. Free for single coverage, and the same rates you currently pay for your dependents. (R. pp. 429, 431.)

An employee reading this representation could reasonably believe that if he met these two criteria, he would be eligible to receive health insurance during retirement at the same rate he was currently paying, which was "[f]ree for single coverage." The reliance is even more reasonable in light of the vast number of documents which referred to the promise as a lifetime, continuing promise and because of the constant assurances by supervisors and Human Resource representatives that confirmed the promise. (R. pp. 446-448; 478-479; 557; 563-566; 591-593; 605; 608; 626-627; 649-652; 663-664.) The handbooks included the following language: "[a]ll employees who retire at age 65 or later … *will be kept* under the City's group coverage, with the City making a cash contribution." (R. pp. 339-378.) (*emphasis added*) Additionally, the benefits booklets stated: Retirees who are currently covered *will remain covered* as stated at the time of retirement." (R. pp. 395-415.) (*emphasis added*) The future tense language in these documents supports Respondents' position that reliance on these promises was reasonable. The fact that Petitioner followed through on its agreement for a number of years after Respondents retired also supports Respondents' position that their reliance was reasonable (R. p. 169, lines 20-23; p. 170, lines 11-16.) Additionally, the verbal representations are particularly relevant because the written materials instructed the employees to seek clarity regarding the policies from their supervisors the Human Resources Department, and the verbal representations resulted from Respondents' adherence to this instruction.

Further, the current City Manager testified he never told employees before July 1, 2009 that they might have to pay the cost of their health insurance and that he thought it was reasonable for employees to rely on the BlueCross BlueShield benefit booklets

distributed to them (R. p. 495, lines 15-23; p. 497, lines 2-11). Explanations in Petitioner's "Employee and Retiree Health Coverage" booklets, which were routinely provided to Respondents, stated "these are not just fringe benefits, but because the City pays the vast majority of the cost for you, they represent a significant cost of compensation far beyond your paycheck." (R. pp. 395-415.) Employee handbooks explained the benefits program in detail and specifically clarified that the cost of benefits would be paid until the retiree reached the age of 65. (R. pp. 339-378.) Additionally, Respondents had significantly less access to documents and information regarding the retiree health insurance and were in a significantly worse position than Petitioner to acquire information about this issue. Respondents here testified they were given numerous confirmations of the promise to pay for health insurance and did not know that the promise could be broken. (R. pp. 446-448; 478-479; 557; 563-566; 591-593; 605; 608; 626-627; 649-652; 663-664.) The promise was also made at County Council meetings and retirement seminars and was acknowledged by council members. (R. pp. 654-655; 658.) When the totality of the circumstances is evaluated and all of the evidence is viewed in the light most favorable to Respondents, the evidence creates an issue of material fact as to whether Respondents' reliance on Petitioner's statements was reasonable.

II. The Court of Appeals properly addressed the disputed elements of Respondents' claims for estoppel.

Petitioner cites to Twitty v. Harrison, 230 S.C. 174, 94 S.E.2d 879 (1956) in support of its argument that the Court of Appeals erred in applying the "scintilla" standard of review. However, Twitty was an appeal from a bench *trial.* The Court in Twitty explained that the appellate court's role in reviewing equity cases was to review

challenged findings of fact and matters of law, but the Court in Twitty was reviewing an equity trial, not a summary judgment order on an equitable cause of action. Id. at 177. The Court explained that its duty of review "does not require that we disregard the findings below, or that we ignore *the fact that the trial Judge who saw and heard the witnesses is in better position to evaluate their credibility* . . ." Id. (emphasis added). Here, the Lower Court did not conduct a trial or hear from any witnesses or have an opportunity to evaluate credibility. Petitioner filed a motion for summary judgment and the Lower Court granted the motion. The Court of Appeals properly reviewed the Lower Court's ruling by applying the "same standard applied by the trial court pursuant to Rule 56(c), SCRCP." See Savannah Bank, N.A. v. Stalliard, 400 S.C. 246, 250, 734 S.E.2d 161, 163 (2012) (quoting Fleming v. Rose, 350 S.C. 488, 493, 567 S.E.2d 857, 860 (2002)). "To withstand a motion for summary judgment 'in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence.'" Id. (quoting Hancock v. Mid-South Mgmt., Inc., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009)).

Petitioner also alleges Respondents offered no evidence to show they had a lack of knowledge or means to gain knowledge regarding Petitioner's allegation that the retiree health insurance program was subject to change. Petitioner's argument is not supported by the Record. In support of its argument, Petitioner merely cites to its Financial Statements, which use present tense words such as "currently" to explain the retiree health insurance program but do not clearly state that the program is "subject to change." (R. pp. 379-394.) Many of the City's other documents referred to the promise as a lifetime, continuing promise and the City's supervisors and Human Resource

representatives repeatedly confirmed this promise. (R. pp. 446-448; 478-479; 557; 563-566; 591-593; 605; 608; 626-627; 649-652; 663-664.)

III. The Court of Appeals' Opinion is not internally inconsistent nor is it a violation of public policy.

The Court of Appeals' Opinion is not internally inconsistent. The Court of Appeals properly considered the City's arguments and the applicable case law and distinguished between Respondents' contract claims and estoppel claims. The Opinion only reversed the Lower Court in regards to Respondents' estoppel claims for representations made by City employees and, in so doing, clarified that the rationale of reversing the Lower Court for these claims was that the evidence did not conclusively indicate whether the employees acted within their scope of authority when explaining benefits and, thus, the issues of scope of authority and reasonable reliance are disputed questions of fact which need to be tried in front of a fact-finder. Petitioner's arguments regarding public policy and political recourse are misplaced. Respondents' contract claims were dismissed and only estoppel claims remain. "Estoppel is an equitable doctrine, essentially flexible, and therefore to be applied or denied as the equities between the parties may preponderate." Landing Dev. Corp. v. City of Myrtle Beach, 285 S.C. 216, 221, 329 S.E.2d 423, 425 (1985) (quoting Pitts v. New York Life Ins. Co., 247 S.C. 545, 148 S.E.2d 369 (1966)). Petitioner's promises were made to induce Respondents to continue working for Petitioner, and the promises were made and confirmed by authorized agents of Petitioner over the course of many years.

V. CONCLUSION

For the foregoing reasons, Respondents respectfully request that this Court deny

Petitioner's Petition for Writ of Certiorari.

Nancy Bloodgood, Esquire
Lucy C. Sanders, Esquire
Foster Law Firm, LLC
895 Island Park Drive, Suite 202
Charleston, SC 29492
(843) 972-0313
Attorneys for Respondents

Date: 4-10-13

Charleston, South Carolina

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Honorable James R. Barber, III, Circuit Court Judge

Case No. 2009-CP-40-5680
Opinion No. 5077 (S.C. Ct. App. Filed January 23, 2013)

Kirby L. Bishop; Herman G. Boney; Richard H. Brown; Michael D. Catt; Basilides F. Cruz; Robert B. Dozier; Joseph A. Floyd, Sr.; Arthur C. Gillam, III; Alma C. Hill; Barry N. Martin; William J. Meyer; Charles F. Morris, Sr.; and Joseph A. Smith,

of whom,

Basilides F. Cruz; Joseph A. Floyd, Sr.; Arthur C. Gillam, III; Alma C. Hill; Barry N. Martin; Charles F. Morris, Sr.; and Joseph A. Smith are Respondents,

v.

City of Columbia, Petitioner.

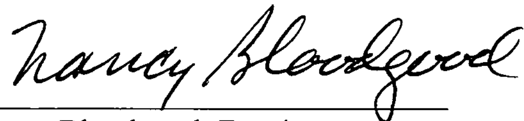
PROOF OF SERVICE FOR RETURN TO PETITION FOR WRIT OF CERTIORARI

Nancy Bloodgood, Esquire
Lucy C. Sanders, Esquire
FOSTER LAW FIRM, L.L.C.
895 Island Park Drive, Suite 202
Charleston, SC 29492
Telephone: (843) 972-0313
Facsimile: (888) 519-0934
Email: nbloodgood@fosterfoster.com
Attorneys for Respondents

I, Nancy Bloodgood, Esquire, certify that on April 10, 2013, I served a copy of Respondents' Return to Petition for Writ of Certiorari via First Class Mail by placing a copy of the said documents in the United States mail with sufficient postage thereon on the following:

W. Allen Nickles, III
1519 Richland Street
Columbia, SC 29201
Attorneys for Petitioner

The Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
Post Office Box 11629
Columbia, South Carolina 29211



Nancy Bloodgood, Esquire
Lucy C. Sanders, Esquire
FOSTER LAW FIRM, L.L.C.
895 Island Park Drive, Suite 202
Charleston, SC 29492
Telephone: (843) 972-0313
Facsimile: (888) 519-0934
Email: nbloodgood@fosterfoster.com
Attorneys for Respondents

Charleston, South Carolina

Date: 4-10-13