

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 15-2391

FIRST PROFESSIONALS INSURANCE COMPANY,

Plaintiff - Appellee,

v.

KYRSTEN E. SUTTON, M.D.,

Defendant and 3rd-Party Plaintiff - Appellant,

and

AMY MOORE, As Parent and Guardian ad Litem for N. M., a
minor; RICHARD MOORE, As Parent and Guardian ad Litem for
N. M., a minor,

Intervenors/Defendants,

v.

THE MEDICAL PROTECTIVE COMPANY,

Third-Party Defendant.

Appeal from the United States District Court for the District of
South Carolina, at Charleston. Richard M. Gergel, District
Judge. (2:12-cv-00194-RMG)

Argued: December 9, 2016

Decided: December 22, 2016

Before KING and FLOYD, Circuit Judges, and DAVIS, Senior Circuit
Judge.

Affirmed by unpublished per curiam opinion.

ARGUED: George J. Kefalos, GEORGE J. KEFALOS, P.A., Charleston, South Carolina, for Appellant. Thomas C. Salane, TURNER, PADGET, GRAHAM & LANEY, P.A., Columbia, South Carolina, for Appellee. **ON BRIEF:** Oana D. Johnson, JANIK, LLP, Charleston, South Carolina, for Appellant. R. Hawthorne Barrett, TURNER, PADGET, GRAHAM & LANEY, P.A., Columbia, South Carolina, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

This case returns after a prior appeal and remand. It is a multiparty insurance coverage dispute arising under the diversity of citizenship jurisdiction involving two professional liability insurance policies issued to Appellant, Dr. Kyrsten E. Sutton. Familiarity with the prior appeal is assumed. See First Prof'ls Ins. Co. v. Sutton, 607 F. App'x 276 (4th Cir. 2015).

Back before us after having substantially prevailed in the prior appeal by securing coverage under one of the two policies at issue, Dr. Sutton presents the following issues (as rephrased) for our review from the district court's adverse coverage determination as to the second of the two policies:

- I. Whether the district court erred, under South Carolina law, in its interpretation of an exclusion in the second insurance policy;
- II. Whether the district court erred in its failure to find that the absence of expert testimony precluded a finding in favor of First Professionals Insurance Company;
- III. Whether the district court erred, under South Carolina law, in its interpretation of a question contained in the application for insurance in respect to one of the policies at issue; and
- IV. Whether the district court erred insofar as its findings and conclusions contradicted a conclusion contained in this Court's prior opinion.

Having had the benefit of full briefing and oral argument, and having fully considered the parties' contentions, we affirm for the reasons stated by the district court in its thorough memorandum opinion setting forth its findings of fact and conclusions of law. First Prof'ls Ins. Co. v. Sutton, No. 2:12-cv-00194-RMG (D.S.C. Oct. 7, 2015).

AFFIRMED