

67748 Hawkins vs SCDOT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ORANGEBURG)
)
 WILLIAM B. HAWKINS)
 Plaintiff(s))
)
 vs.)
)
 SOUTH CAROLINA DEPARTMENT OF)
 TRANSPORTATION AND VANESSA L.)
 KRYSA)
 Defendant(s))

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

C/A No.: 2010-CP-38-1260

(Please Print)
 Submitted By: Lee D. Cope
 Address: PO Box 457, Hampton, SC 29924

SC Bar #: 14361
 Telephone #: (803) 914-2006
 Fax #: (803) 914-2015
 Other:
 E-mail: lcope@pmped.com

NOTE: This cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint
- NON-JURY TRIAL demanded in complaint
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
- This case is exempt from ADR (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|---|--|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Contracts <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <ul style="list-style-type: none"> <input type="checkbox"/> Torts - Professional Malpractice <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20____-CP-____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <ul style="list-style-type: none"> <input type="checkbox"/> Torts - Personal Injury <input type="checkbox"/> Assault/Slander/Libel (300) <input type="checkbox"/> Conversion (310) <input checked="" type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <ul style="list-style-type: none"> <input type="checkbox"/> Real Property <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <ul style="list-style-type: none"> <input type="checkbox"/> Inmate Petitions <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <ul style="list-style-type: none"> <input type="checkbox"/> Judgments/Settlements <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Other (799) | <ul style="list-style-type: none"> <input type="checkbox"/> Administrative Law/Relief <input type="checkbox"/> Reinstate Driver's License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <ul style="list-style-type: none"> <input type="checkbox"/> Appeals <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
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Submitting Party Signature: Lee D. Cope

Date: August 3rd, 2010.

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et seq

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE
DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT

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 - c Appeals
 - d Post Conviction relief matters,
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 - f Forfeiture proceedings brought by governmental entities,
 - g Mortgage foreclosures; and
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Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

William B Hawkins,)

Plaintiff,)

v)

South Carolina Department of
Transportation and Vanessa L. Klysa,)

Defendants.)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.. 2010-CP-38-1260

SUMMONS
(Jury Trial Requested)

2010 SEP -1 11 11 23

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at Post Office Box 457, Hampton, South Carolina 29924, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

BY: Lee D. Cope
Lee D. Cope
PO Box 457
Hampton, SC 29924
(803) 943-2111

~and~

Rangeley Chewning
JeBailey Law Firm
291 W. Evans Street
Florence, SC 29501
(843) 667-0400

ATTORNEYS FOR PLAINTIFF

August 30, 2010
Hampton, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF ORANGEBURG)	CIVIL ACTION NO. 2010-CP <u>38-1260</u>
William B. Hawkins,)	
)	
Plaintiff,)	
)	
v)	
)	
South Carolina Department of)	
Transportation and Vanessa L. Krysa,)	
)	
Defendants.)	
_____)	

COMPLAINT :
(Jury Trial Requested)

The Plaintiff alleges:

- 1 The Plaintiff is a citizen and resident of Dorchester County in the State of South Carolina
- 2 The Defendant South Carolina Department of Transportation ("SCDOT") is a governmental agency subject to suit pursuant to the South Carolina Tort Claims Act.
- 3 The Defendant Vanessa L. Krysa is a resident of Charleston County in the State of South Carolina.
- 4 On or about February 22, 2010, the Plaintiff was traveling in an easterly direction on Interstate 26 in the County of Orangeburg in the State of South Carolina, when a vehicle driven by Defendant Krysa was traveling in a westerly direction on Interstate 26 and lost control after hitting water that had accumulated in the roadway, Defendant Krysa lost control of her vehicle, left her lane of travel, crossed over the median and collided with the vehicle driven by the Plaintiff
- 5 The Defendant SCDOT had the common law duty to properly maintain the roadway so that motorists could safely travel the road.
- 6 The wreck caused the Plaintiff to suffer severe and permanent injuries.
- 7 That Plaintiff's injuries were directly and proximately caused by the negligence, carelessness and recklessness of the Defendant SCDOT by and through its agents, servants and/or

employees acting within the course and scope of employment and/or agency in the following particulars,
to wit,

- a. In failing to warn motorists of the condition of the roadway, even though it had actual and/or constructive notice of the dangerous condition;
- b. In failing to maintain the roadway and drainage,
- c. In failing to repair the dangerous condition,
- d. In failing to adequately inspect the roadway, to warn motorists and to correct the dangerous condition of the roadway,
- e. That SCDOT acted unreasonably and inadequately below the standard of care expected for highway design and safety;
- f. The failure of SCDOT to use ordinary care to keep Interstate 26 in a safe condition for public travel, and
- g. In such other particulars as may be deduced through discovery or presented at the time of trial.

8 That Plaintiff's injuries were directly and proximately caused by the negligence, carelessness and recklessness of the Defendant Vanessa L Krysa in the following particulars, to wit

- a. In failing to keep her vehicle under proper control;
- b. In allowing her vehicle to leave the roadway,
- c. In failing to avoid colliding with the Plaintiff's vehicle,
- d. In traveling too fast for conditions,
- e. In failing to keep a proper lookout;
- f. In failing to take evasive action, and
- g. In such other particulars as may be deduced through discovery or presented at the time of trial.

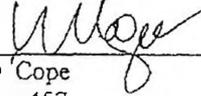
9 As a result of the aforementioned negligence, carelessness, and recklessness of the Defendants, and as a direct and proximate result thereof, the Plaintiff William B Hawkins sustained

injuries to his head, legs, arms and other parts of his body; the Plaintiff incurred expenses for doctors' care, hospitalization and other medical necessities and Plaintiff has lost income as the result of his injuries

WHEREFORE, Plaintiff prays for judgment against the defendant for actual damages, together with punitive damages in an appropriate amount, for the costs of this action, and for such other and further relief as the Court may deem just and proper

PETERS, MURDAUGH, PARKER, ELTZROTH
& DETRICK, P.A.

BY



Lee D Cope
PO Box 457
Hampton, SC 29924
(803) 943-2111

~and~

Rangeley Chewning
JeBailey Law Firm
291 W. Evans Street
Florence, SC 29501
(843) 667-0400

ATTORNEYS FOR PLAINTIFF

August 30, 2010

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ORANGEBURG)
)
 WILLIAM B. HAWKINS,)
) Plaintiff,)
)
 vs.)
)
 SOUTH CAROLINA DEPARTMENT OF)
) TRANSPORTATION AND)
) VANESSA L. KRYSA,)
) Defendant.)

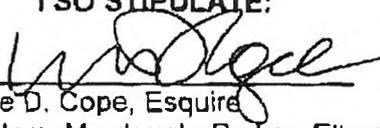
IN THE COURT OF COMMON PLEAS
 Civil Action No.: 2010-CP-38-1260

STIPULATION OF DISMISSAL
 WITH PREJUDICE

epf
 2013 JAN -3 PM 10:55
 FILED FOR RECORD
 OF THE COURT
 OF COMMON PLEAS
 ORANGEBURG COUNTY
 SC

Pursuant to Rule 41 of the *South Carolina Rules of Civil Procedure*, Plaintiff in the above-captioned case, by and through his undersigned counsel, hereby dismisses this case with prejudice. Defendant consents to this dismissal with prejudice. The parties agree to bear their own respective costs.

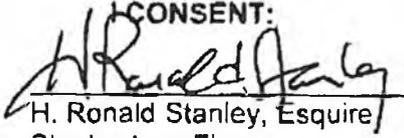
I SO STIPULATE:


 Lee D. Cope, Esquire
 Peters, Murdaugh, Parker, Eltzroth
 & Detrick, P. A.
 Attorneys at Law
 Post Office Box 457
 Hampton, South Carolina 29924
 (803)628-6509

ATTORNEY FOR PLAINTIFF

December 13, 2012

I CONSENT:


 H. Ronald Stanley, Esquire
 Stanley Law Firm
 Attorneys at Law
 Post Office Box 7722
 Columbia, South Carolina 29202
 (803) 799-4700

ATTORNEY FOR DEFENDANT

December 28, 2012

RECEIVED
 JAN 22 2012
 INSURANCE RESERVE FUND
 CLAIMS DEPARTMENT

STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

William B. Hawkins,

Plaintiff,

vs.

South Carolina Department of
Transportation and Vanessa L. Krysa,

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NUMBER: 10-CP-38-1260

STIPULATION OF DISMISSAL
AS TO VANESSA L. KRYSA

WHEREAS, the parties below in the above-referenced action have reached a satisfactory resolution of the issues contained therein and wish to end the same as to the Defendant, Vanessa L. Krysa, only, pursuant to Rule 41(a)(1)(B) of the *South Carolina Rules of Civil Procedure*, and

WHEREAS, all parties hereto agree to bear their own costs and expenses associated with this action, NOW THEREFORE,

KNOW ALL MEN BY THESE PRESENTS, that the parties hereto, by and through their undersigned counsel agree to dismiss the Complaint in this action as against the Defendant, Vanessa L. Krysa, with prejudice, leaving the action pending for further prosecution against all remaining defendants and any which may be added at a later date.

Orangeburg, South Carolina

Dated: _____

BY: 
Lee D. Cope
Attorney For Plaintiff

BY: _____
William H. Bowman, III
Attorney for the underinsured
motorist carrier, Government
Employees Insurance Company

RECEIVED

MAR 07 2012

INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

and every other person and entity, can, shall or may have by reason of or in anywise incident to or resulting from the causes herein mentioned.

As inducement for the payment of the sum aforesaid, the undersigned declares that it fully understands the terms of this settlement, and that he voluntarily accepts the said sum for the purpose of making full and final compromise, adjustment and settlement of all losses, damages and injuries herein mentioned or referred to, and that the payment of said sums for this release is not an admission of liability by the South Carolina Department of Transportation or the South Carolina Insurance Reserve Fund, their employees, agents, insurers, successors and assigns.

The undersigned agrees to forever hold harmless, indemnify and defend the South Carolina Department of Transportation and the South Carolina Insurance Reserve Fund, their employees, agents, insurers, successors and assigns, from any and all debts, claims, actions, causes of action, suits, damages, judgments and/or demands whatsoever, in law or equity, which have existed, now exist, or may later come into existence against them, arising out of or in any way related to the above described claims of William B. Hawkins, including, but not limited to, any type of action that may be brought by any third party asserting any interest in the settlement proceeds paid hereunder including any action brought by any third party asserting any sort of lien or any subrogation claim or other lien, assignment or claim of any type whatsoever. The undersigned agrees to indemnify the South Carolina Department of Transportation and the South Carolina Insurance Reserve Fund, their employees, agents, insurers, successors and assigns and every other person and entity for any amounts paid by

them in connection with the assertion of such third party claims whether these amounts are paid for settlement, verdict, defense costs, including attorney's fees or otherwise.

THE UNDERSIGNED FURTHER REPRESENTS that he will pay any and all subrogation or lienholder interests arising from said accident out of the proceeds received herein.

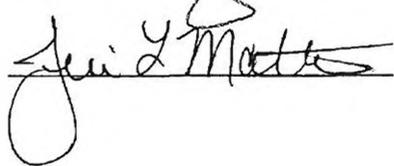
THE UNDERSIGNED FURTHER AGREES, as additional consideration and inducement for this compromise settlement, that the settlement shall apply to unknown and unanticipated injuries and damages resulting from the described accident, as well as those not now disclosed.

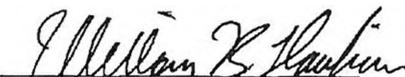
THE UNDERSIGNED FURTHER DECLARES and represents that no promise, inducements, or agreements, except as herein expressed, have been made to the undersigned, and this release contains the entire agreement between the parties hereto, and terms of this release are contractual and not a mere recital.

THE UNDERSIGNED FURTHER AGREES that the consideration paid in this compromise and settlement is and shall be a complete bar to any subsequent action or proceeding to set aside or vacate this instrument because of a mistake in fact or otherwise.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 14th day of December, 2012.

IN THE PRESENCE OF:

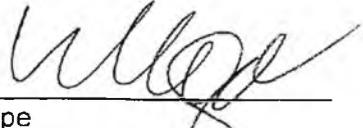

William B. Hawkins

RECEIVED

JAN 22 2012

INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

I, Lee D. Cope, as attorney for the releasor, and as a member of the South Carolina Bar, do hereby approve of the foregoing settlement and the execution of the Receipt and Release of all Claims.



Lee D. Cope
Attorney for William B. Hawkins

Hampton, South Carolina
Dated: 12-14-12

RECEIVED
JAN 22 2012
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

75824 White vs SCDOT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)
)
 Matthew A. Perkins, as Personal Representative)
 of the Estate of Kenneth Lee White,)
 Plaintiff(s))
)
 vs.)
)
 South Carolina Department of Transportation,)
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 Defendant.)

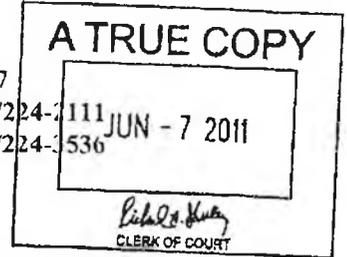
IN THE COURT OF COMMON PLEAS
 CIVIL ACTION COVERSHEET

Entered
 6/10/11
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2011 - CP - 04 - 01809

(Please Print)
 Submitted By: W. N. Epps, Jr.
 Address: PO Box 2167
 Anderson, SC 29622

SC Bar #: 1907
 Telephone#: 864/224-
 Fax#: 864/224-
 Other:
 E-mail:



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Submitting Party Signature: *W. N. Epps, Jr.* Date: June 07, 2011

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FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

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IN THE STATE OF SOUTH CAROLINA)
COUNTY OF ANDERSON)

IN THE COURT OF COMMON PLEAS
C.A. No.: 2011-CP-04- 01809

MATTHEW A. PERKINS, as Personal Representative of the Estate of KENNETH LEE WHITE,

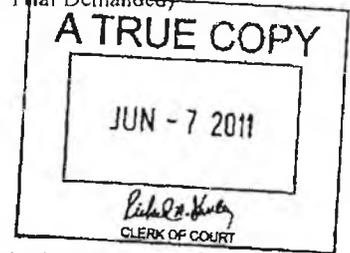
Plaintiff,

vs.

SOUTH CAROLINA DEPARTMENT of TRANSPORTATION,

Defendant.

SUMMONS
(Automobile Accident)
(Survival Action/Jury Trial Demanded)



TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the subscribed, at their office, 230 West Whitner Street, Anderson, South Carolina 29622, within thirty (30) days after the service hereof; exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in this Complaint.

EPPS, NELSON & EPPS

By:

W. N. Epps, Jr., Esquire (SC Bar #1907)
W. N. Epps, III, Esquire (SC Bar #73158)
230 West Whitner Street
Post Office Box 2167
Anderson, South Carolina 29622
(864) 224-2111 - Telephone

J. E.
May 7th, 2011.
Anderson, South Carolina

IN THE STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)
)
 MATTHEW A. PERKINS, as Personal)
 Representative of the Estate of)
 KENNETH LEE WHITE,)
)
 Plaintiff,)
)
 vs.)
)
 SOUTH CAROLINA DEPARTMENT)
 of TRANSPORTATION,)
)
 Defendant.)

IN THE COURT OF COMMON PLEAS

C.A. No.: 2011-CP-04- 01809

COMPLAINT
 (Automobile Accident)
 (Survival Action/Jury Trial Demanded)

A TRUE COPY
 JUN - 7 2011
Richard A. Huey
 CLERK OF COURT

The Plaintiff would show unto the Court and allege:

1. That the Plaintiff is a duly appointed Personal Representative of the Estate of Kenneth Lee White, who was a resident of Anderson County at the time of his death and he brings this action pursuant to S.C. Code Section 15-5-90 et. seq. commonly referred to as the Survival Statute, for the benefit of the Estate of Kenneth Lee White.
2. That the Defendant, South Carolina Department of Transportation is an agency of the State of South Carolina and as such is charged with the duty of maintaining highways of the State of South Carolina in a reasonable and safe manner and suitable for the use by the citizens of the State of South Carolina.
3. That on or about December 2, 2009, Kenneth Lee White was the operator of a 1993 GMC SUV vehicle which was traveling in a northerly direction on SC Highway 20 in the County of Anderson, State of South Carolina near the intersection of SC Highway 147, and as he was so traveling he hit a large volume of water which was allowed to stand in the highway by the deterioration of the highway, and lack of maintenance, which caused him to hydroplane and lose

control of his vehicle and wreck.

4. That as a result of this wreck Kenneth Lee White was severely injured, causing him to be a paraplegic, and he did thereafter die.

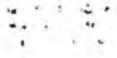
5. That the Defendant, South Carolina Department of Transportation, had a duty to properly maintain the roadway so that motorists could safely travel the road.

6. That the Defendant, by and through their acts and/or omissions of their agents, servants, and employees, was negligent, careless, reckless, grossly negligent, willful and wanton at the time and place above mentioned in the following particulars:

- a) In maintaining an unreasonably hazardous and unsafe roadway;
- b) In failing to take the steps to warn motorists of the unsafe condition of the roadway;
- c) In failing to repair the dangerous condition of the roadway when it knew or should have known such dangerous conditions existed;
- d) In allowing water to pool on the roadway causing an unreasonably hazardous and unsafe roadway;
- e) In violating its own rules for the maintenance of the roadway;
- f) In failing to exercise the degree of care and prudence a reasonable person would have exercised under the same or similar circumstances, when failing to do so would cause injury to others and more particularly the Plaintiff's decedent; and
- g) In such other and further particulars as the evidence may establish.

7. As a result of the above conduct and negligence, willfulness and wantonness on part of the Defendant, the Plaintiff, Kenneth Lee White, sustained serious and severe injuries which resulted in his becoming a paraplegic; he incurred medical expenses, extreme pain and suffering, anguish, and other pecuniary losses; his estate incurred expenses for his funeral; all of the above

==
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resulting in actual and punitive damages.

WHEREFORE, Plaintiff prays for judgment against the Defendant in a sum sufficient to adequately compensate the Plaintiff for actual damages, for punitive damages, for the costs of this action, and for such other and further relief as the Court may deem just and proper.

EPPS, NELSON & EPPS

By:

W. N. Epps, Jr., Esquire (SC Bar #1907)
W. N. Epps, III, Esquire (SC Bar #73158)
230 West Whitner Street
Post Office Box 2167
Anderson, South Carolina 29622
(864) 224-2111 - Telephone

ATTORNEYS FOR THE PLAINTIFF

True
May, *7th*, 2011.
Anderson, South Carolina

STATE OF SOUTH CAROLINA

)

)IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

)

)

Matthew A. Perkins,
as Personal Representative
of the estate of Kenneth Lee White,

)

)

)

)

Plaintiff,

)

ORDER APPROVING
COMPROMISE SETTLEMENT

vs.

)

2011-CP-04-1809

)

South Carolina Department of
Transportation,

)

)

(Survival Action)

Defendant.

)

)

)

)

Matthew A. Perkins,
as Personal Representative
of the estate of Kenneth Lee White,

)

)

)

)

Plaintiff,

)

vs.

)

2011-CP-04-1810

)

South Carolina Department of
Transportation,

)

)

(Wrongful Death Action)

Defendant.

)

)

)

)

RECEIVED
MAY 01 2013
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

This matter comes before me for approval by the Court of a compromise settlement entered into by and between the Plaintiff and the Defendant South Carolina Department of Transportation or its representatives.

From the statements and facts related to the Court by the parties and counsel, it appears that all parties have made a thorough investigation of the facts surrounding the motor vehicle accident on December 2, 2009, and the death of the Plaintiff's decedent on February 1, 2011.

A TRUE COPY
JAN 23 2013
Richard A. Hines
CLERK OF COURT

It appears that there are serious legal and factual questions involved regarding the possible liability of these Defendants and the amount of damages.

After due consideration of all facts and circumstances, this Court has determined that the settlement agreed upon by the Plaintiff, the representatives of the Defendant, South Carolina Department of Transportation and the South Carolina Insurance Reserve Fund, as set forth in the Petition, is fair, reasonable and in the best interest of these parties and should be approved by this Court.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED;

1. The settlement of any and all claims of the estate of Kenneth Lee White against these Defendants under the provisions of South Carolina Code Ann. §15-51-10, et seq. (1976), commonly referred to as the "Wrongful Death Statute," and under the provisions of South Carolina Code Ann. §15-5-90, et seq. (1976), commonly referred to as the "Survival Statute" is approved.

2. Upon receipt of the sum Forty-Five Thousand and 00/100 Dollars (\$45,000), the Plaintiff is authorized and directed to execute a Release discharging the Defendant and the South Carolina Insurance Reserve Fund from any and all liability of whatsoever kind or nature under the "Wrongful Death" and "Survival" Statutes arising out of the motor vehicle accident on December 2, 2009, and the death of Kenneth Lee White on or about February 1, 2011, as a result of the alleged negligence of these Defendants. Such Release shall be binding upon the Personal Representative, his successors and assigns and all other persons or entities.

3. Under the terms of the compromise settlement, this Defendant, through its liability insurance carrier, the South Carolina Insurance Reserve Fund, will pay the total

sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00). Of that sum, Five Thousand and 00/100 Dollars (\$5,000.00) is approved in settlement of the claim for wrongful death arising under the statutes of the State of South Carolina applicable thereto. The sum of Forty Thousand and 00/100 Dollars (\$40,000.00) is approved in settlement of the cause, or causes of action surviving to the Plaintiff for the conscious pain and suffering, if any, sustained by Kenneth Lee White.

4. In addition, the sum of Fifteen Thousand and 00/100 Dollars (\$15,000) payable to Epps, Nelson, and Epps, attorneys for Matthew A. Perkins, for attorneys' fees, and Four Thousand Eight Hundred Five and 55/100 Dollars (\$4,805.55) in costs incurred are hereby approved to be paid from the settlement amount.

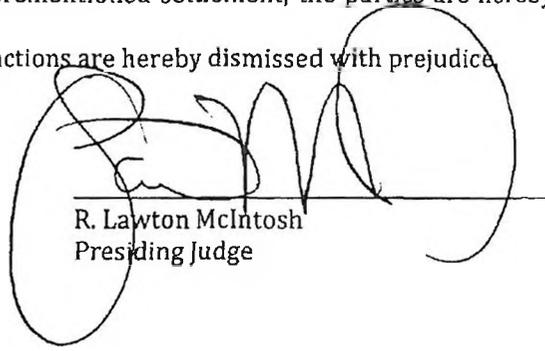
4. The Plaintiff, upon receipt of these sums, is ordered to disburse the above amounts according to the applicable laws, without any obligation or responsibility on the part of this Defendant, or its insurance carrier to see that the sums are properly disbursed or paid.

5. That neither the Plaintiff nor his attorneys or their representatives shall reveal to anyone any of the terms of this settlement agreement. It is understood that the violation of this paragraph shall be deemed a contempt of court and any person violating this paragraph shall be subject to the sanctions and penalties of the court. This provision is a material part of the consideration for the settlement and release and the terms of this paragraph are contractual and not a mere recital.

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MAY 01 2013
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

The Court having approved the aforementioned settlement, the parties are hereby directed to consummate the same. These actions are hereby dismissed with prejudice.

IT IS SO ORDERED.



R. Lawton McIntosh
Presiding Judge

Dated: January 23, 2013

I consent to the entry of the foregoing Order and acknowledge receipt of the sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) paid in accordance with the foregoing Order and in satisfaction of any and all claims under the "Wrongful Death" or the "Survival Statute" or otherwise.



Matthew A. Perkins individually and as
Personal Representative of the estate of
Kenneth Lee White

Dated: January 23, 2013.

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MAY 01 2013
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
 COUNTY OF ANDERSON)
 Matthew A. Perkins, as Personal Representative)
 of the estate of Kenneth Lee White,)
)
 Plaintiff,)
)
 vs.)
)
 South Carolina Department of Transportation,)
)
 Defendant.)
)

STIPULATION OF DISMISSAL

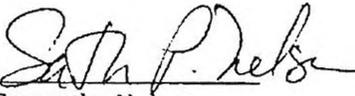
2011-CP-04-1809
(Survival Action)

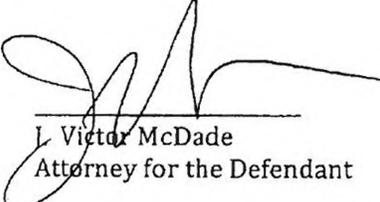
Matthew A. Perkins, as Personal Representative)
 of the estate of Kenneth Lee White,)
)
 Plaintiff,)
)
 vs.)
)
 South Carolina Department of Transportation,)
)
 Defendant.)
)

2011-CP-04-1810
(Wrongful Death Action)

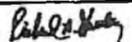
Pursuant to Rule 41(a) of the South Carolina Rules of Civil Procedure, the undersigned attorneys for the Plaintiff and Defendant hereby stipulate that the Complaint in this action is hereby dismissed with prejudice.

WE CONSENT:


 Samantha Nelson
 Attorney for the Plaintiff


 J. Victor McDade
 Attorney for the Defendant

RECEIVED
 MAY 01 2013
 INSURANCE RESERVE FUND
 CLAIMS DEPARTMENT

A TRUE COPY
 JAN 23 2013

 CLERK OF COURT

STATE OF SOUTH CAROLINA)
)
 COUNTY OF ANDERSON)
)
 Matthew A. Perkins,)
 as Personal Representative)
 of the estate of Kenneth Lee White,)
)
 Plaintiff,)
)
 vs.)
)
 South Carolina Department of)
 Transportation,)
)
 Defendant.)
)
 Matthew A. Perkins,)
 as Personal Representative)
 of the estate of Kenneth Lee White,)
)
 Plaintiff,)
)
 vs.)
)
 South Carolina Department of)
 Transportation,)
)
 Defendant.)

)IN THE COURT OF COMMON PLEAS

FULL RELEASE FOR ALL CLAIMS

2011-CP-04-1809

(Survival Action)

RECEIVED
 MAY 01 2013
 INSURANCE RESERVE FUND
 CLAIMS DEPARTMENT

2011-CP-04-1810

(Wrongful Death Action)

FOR THE SOLE CONSIDERATION of the sum of Forty-Five Thousand and 00/100 Dollars (\$45,000.00), the receipt of which is hereby acknowledged, the undersigned, Matthew A. Perkins as the Personal Representative of the Estate of Kenneth Lee White, does hereby release, acquit and forever discharge the South Carolina Department of Transportation and the South Carolina Insurance Reserve Fund, their heirs and assigns, executors, administrators, agents, successors and all other persons, firms or corporations liable or who might be claimed to be liable, none of whom admit any liability to the

Insurance Reserve Fund, their agents, servants, employees, executors, administrators, successors or assigns from any and all claims by medical care providers, hospitals, health and/or medical insurance which might be asserted by way of lien, assignment, subrogation or otherwise.

The undersigned further agrees that neither he nor his attorneys or their representatives shall reveal to anyone any of the terms of this settlement agreement. It is understood that the violation of this paragraph shall be deemed a contempt of court and any person violating this paragraph shall be subject to the sanctions and penalties of the court. This provision is a material part of the consideration for the settlement and release and the terms of this paragraph are contractual and not a mere recital.

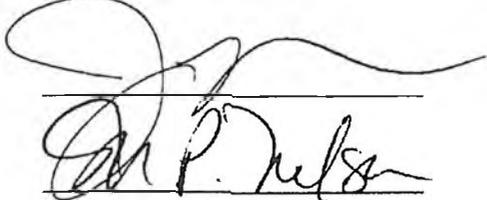
The undersigned hereby agrees that he shall consent to or move for a Stipulation of Dismissal of his actions now pending before the Court of Common Pleas and that such dismissal shall be with prejudice.

The undersigned hereby accepts the sum of Forty-Five Thousand Five Hundred and 00/100 Dollars (\$45,000.00) as final payment of the consideration as set forth above.

I HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

WITNESS my hand and seal this 23 day of January, 2013.

IN THE PRESENCE OF:



A handwritten signature in black ink, appearing to be "J. P. Nelson", written over a horizontal line.



A handwritten signature in black ink, appearing to be "Matthew A. Perkins", written over a horizontal line.

Matthew A. Perkins
Personal Representative of
Estate of Kenneth Lee White

RECEIVED
MAY 01 2013
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

**84894 Caulder, Tucker vs
SCDOT**

STATE OF SOUTH CAROLINA)
COUNTY OF MARLBORO)

KELLY TUCKER CAULDER,
Individually and as Guardian Ad Litem
for TROY TUCKER and ANSLEIGH
CAULDER,

Plaintiffs,

vs.

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION,

Defendant.

A CERTIFIED TRUE COPY
IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
Case No. 2012-CP-34-00086
W.D. 5
CLERK OF COURT
MARLBORO COUNTY, S.C.

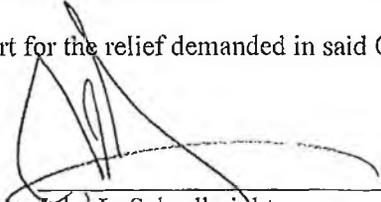
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5/17/12
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SUMMONS
(Jury Trial Demanded)

FILED
2012 MAY 10 AM 10 39
WILLIAM B. FURCHESBURG
CLERK OF COURT
MARLBORO COUNTY, S.C.

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscriber at his office, 2200-A David McLeod Boulevard, Post Office Box 6589, Florence, South Carolina 29501, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in said Complaint.



John L. Schurlknight
SCHURLKNIGHT & RIVERS, P.A.
Post Office Box 6589
Florence, SC 29502-6589
(843) 662-7826

ATTORNEY FOR PLAINTIFF

May 3, 2012
Florence, South Carolina

STATE OF SOUTH CAROLINA)
COUNTY OF MARLBORO)
KELLY TUCKER CAULDER,)
Individually and as Guardian Ad Litem)
for TROY TUCKER and ANSLEIGH)
CAULDER,)

Plaintiffs,)

vs.)

SOUTH CAROLINA DEPARTMENT)
OF TRANSPORTATION,)
Defendant.)

COMPLAINT

A CERTIFIED TRUE COPY
WILLIAM B. FUNKEBROOK
CLERK OF COURT
MARLBORO COUNTY, S.C.
Case No. 2011-CP-34-0000-
000 86

FILED
2012 MAY 10 AM 10 39
WILLIAM B. FUNKEBROOK
CLERK OF COURT
MARLBORO COUNTY, S.C.

The Plaintiff, complaining of the Defendant named herein, would respectfully show unto this Court:

1. That Plaintiff Kelly Tucker Caulder, is a citizen and resident of the County of Marlboro, State of South Carolina, and at the time of the accident herein mentioned, was the driver of a 2006 Chrysler SUV.
2. That Plaintiff Kelly Tucker Caulder is the Guardian for Plaintiff Troy Tucker. Troy Tucker is a minor and is a citizen and resident of the County of Marlboro, State of South Carolina. At the time of the accident herein mentioned, Troy Tucker was the passenger in the above mentioned 2006 Chrysler SUV.
3. That Plaintiff Kelly Tucker Caulder is the Guardian for Plaintiff Ansleigh Caulder. Ansleigh Caulder is a minor and is a citizen and resident of the county of Marlboro, State of South Carolina. At the time of the accident herein mentioned, Ansleigh Caulder was the passenger in the above-mentioned 2006 Chrysler SUV.

4. That the Defendant, South Carolina Department of Transportation, is an agency of the State of South Carolina and at all times herein mentioned had a duty to maintain U.S. 15, near the city of Bennettsville, South Carolina.

5. That on or about May 17, 2010, the Plaintiffs were traveling in a northerly direction on U.S. 15 when another automobile driven by Katashala Douglas hit a puddle of standing water, ran off the right side of the road , lost control of the vehicle, and struck the front of the Plaintiff's vehicle.

6. That upon information and belief, the stretch of U.S. 15 where the accident happened is prone to standing water on the roadway and causes unsafe conditions for motorists.

7. That as a direct and proximate result of this collision, all Plaintiffs suffered serious bodily injuries.

8. That the injuries and damages sustained by the Plaintiffs were caused by the negligence, gross negligence, recklessness, and wantonness on the part of the Defendant, the South Carolina Department of Transportation, in one or more of the following particulars.

- (a) In failing to properly maintain the safety of the roadway in question.
- (b) In failing to make appropriate changes to the roadway after it knew or should have known that it was prone to standing water.
- (c) In failing to weigh competing considerations and make a conscious choice using accepted professional standards in the maintenance of the roadway.
- (d) In failing to make any changes to the roadway when it knew or should have known the roadway was dangerous.

FILED
MAY 10 AM 10 39
WILLIAM B. FUNNELL
CLERK OF COURT
CHARLBOURNE COUNTY, S.C.

DAMAGES AS TO THE PLAINTIFF, KELLY TUCKER CAULDER:

9. That as the direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, wilful, and wanton acts or omissions of Defendant, Plaintiff:

- (a) was severely, seriously and painfully injured;
- (b) suffered injuries, bruises, contusions and lacerations about various parts of the body;
- (c) was subjected to the administration of strong and potent drugs and medications;
- (d) suffered extreme, painful and dangerous injuries to the body from which Plaintiff is informed and believes she will have permanent adverse effect and disability;
- (e) has incurred, and will incur in the future, substantial medical and doctor bills;
- (f) was subjected to extreme pain, mental anguish, suffering and discomfort over a long period of time;

WHEREFORE, Plaintiff Kelly Tucker Caulder demands judgment against the Defendant for actual and punitive damages in an amount to be determined by a jury.

DAMAGES AS TO THE PLAINTIFF, KELLY TUCKER CAULDER AS

GUARDIAN AD LITEM FOR TROY TUCKER:

10. That as the direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, wilful, and wanton acts or omissions of Defendant, Plaintiff:

- (a) was severely, seriously and painfully injured;
- (b) suffered injuries, bruises, contusions and lacerations about various parts of the body;
- (c) was subjected to the administration of strong and potent drugs and medications;
- (d) suffered extreme, painful and dangerous injuries to the body from which Plaintiff is informed and believes he will have permanent adverse effect and disability;

2012 APR 10 AM 10 39
WILLIAM B. FUND
CLERK OF COURT
MARLBORO COUNTY, S.C.
FILED

- (e) has incurred, and will incur in the future, substantial medical and doctor bills;
- (f) was subjected to extreme pain, mental anguish, suffering and discomfort over a long period of time;

**DAMAGES AS TO THE PLAINTIFF, KELLY TUCKER CAULDER AS
GUARDIAN AD LITEM FOR ANSLEIGH CAULDER:**

11. That as the direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, wilful, and wanton acts or omissions of the Defendant, Plaintiff:

- (a) was severely, seriously and painfully injured;
- (b) suffered injuries, bruises, contusions and lacerations about various parts of the body;
- (c) was subjected to the administration of strong and potent drugs and medications;
- (d) suffered extreme, painful and dangerous injuries to the body from which Plaintiff is

informed and believes he will have permanent adverse effect and disability;

- (e) has incurred, and will incur in the future, substantial medical and doctor bills;
- (f) was subjected to extreme pain, mental anguish, suffering and discomfort over a long

period of time;

WHEREFORE, Plaintiff Kelly Tucker Caulder as Guardian Ad Litem for Ansleigh Caulder demands judgment against the Defendant for actual and punitive damages in an amount to be determined by a jury.

2012 MAY 10 AM 10:39
 FILED
 WILLIAM S. FURNACE
 CLERK OF COURT
 EARLEBORO COUNTY, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARLBORO)

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
Case No.: 2012-CP-34-0000-
00086

EX PARTE: KELLY TUCKER)
CAULDER)

IN RE:)

KELLY TUCKER CAULDER,)
Individually and as Guardian Ad Litem)
for TROY TUCKER and ANSLEIGH)
CAULDER,)

Plaintiffs,)

vs.)

KATASHALA DOUGLAS,)

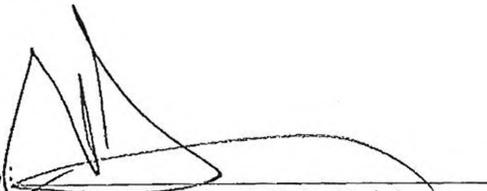
Defendant.)

A CERTIFIED
TRUE COPY
William B. Sunderland
CLERK OF COURT
MARLBORO COUNTY, S.C.
PETITION FOR APPOINTMENT
OF GUARDIAN AD LITEM

The undersigned, Kelly Tucker Caulder, brings this petition for the appointment of a Guardian Ad Litem for her son, Troy Tucker and alleges:

1. That your petitioner is the natural mother and custodial parent of Troy Tucker, a minor under the age of fourteen (14) years.
2. That the minor, Troy Tucker has a cause of action against the Defendant in the above referenced matter for personal injuries sustained by reason of medical care and treatment.
3. That your petitioner is informed and believes that it is necessary that a Guardian Ad Litem be appointed for the minor in order to pursue the litigation.
4. That your petitioner is informed and believes that she is the fit and proper person to be named Guardian Ad Litem and prays for an Order of this Court declaring her to be the Guardian Ad Litem, and allowing her to take such steps as necessary to prosecute the within action.

FILED
2012 MAY 10 AM 10 39
WILLIAM B. FUNN, CLERK
CLERK OF COURT
MARLBORO COUNTY, S.C.

By: 
Her Attorney, John L. Schurknight

May 3, 2012
Florence, South Carolina

FILED

2012 MAY 10 AM 10 39

WILLIAM S. FUNDENBERG
CLERK OF COURT
MARLBORO COUNTY, S.C.

STATE OF SOUTH CAROLINA
COUNTY OF MARLBORO

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TRUE COPY
William B. Funderburk
CLERK OF COURT
MARLBORO COUNTY

12-34-0086

VERIFICATION

PERSONALLY, appeared before me, Kelly Tucker Caulder, who being duly sworn,
deposes and says:

That she is the petitioner and natural mother of Troy Tucker; that she has read the
foregoing **PETITION FOR APPOINTMENT OF GUARDIAN AD LITEM** and the matters
stated therein are true of her own knowledge, except those stated to be on information and belief, and
as to those she believes them to be true.

Kelly Tucker Caulder
KELLY TUCKER CAULDER

SWORN to and subscribed before me

this 3 day of May 2012.

Melissa A. ...
NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 3/12/13

2012 MAY 10 AM 10 39
WILLIAM B. FUNDERBURK
CLERK OF COURT
MARLBORO COUNTY, S.C.

FILED

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARLBORO)

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
Case No.: 2012-CP-34-00086

EX PARTE: KELLY TUCKER)
CAULDER)

IN RE: TROY TUCKER, By his)
Guardian ad Litem, KELLY TUCKER)
CAULDER,)

Plaintiffs,)

vs.)

KATASHALA DOUGLAS,)

Defendant.)

A CERTIFIED
TRUE COPY
William B. Zundbunk
CLERK OF COURT
MARLBORO COUNTY, S.C.

ORDER

It appearing to the Court's satisfaction that the petitioner is the fit and proper person to be appointed Guardian Ad Litem for purposes of the within action, it is hereby ordered that Kelly Tucker Caulder, be, and hereby is, appointed Guardian Ad Litem for Troy Tucker.

FILED
2012 MAY 10 AM 10:39
WILLIAM B. ZUNDBUNK
CLERK OF COURT
MARLBORO COUNTY, S.C.

William B. Zundbunk
CLERK OF COURT FOR MARLBORO COUNTY

May 10 2012

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JAN 21 2015

INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
Case No.: 2012-CP-34-00086

CA # 2014-CP-34-00308

STATE OF SOUTH CAROLINA)

COUNTY OF MARLBORO)

KELLY TUCKER CAULDER,
Individually and as Guardian Ad
Litem for TROY TUCKER and
ANSLEIGH CAULDER,
Plaintiffs,)

vs.)

SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION,
Defendant.)

ORDER APPROVING SETTLEMENT
AS TO ANSLEIGH CAULDER

FILED
2014 NOV 3 pm 12 01
WILLIAM B. ZUNDERBUSH
CLERK OF COURT
MARLBORO COUNTY, S.C.

This matter comes before the court at the request of Kelly Tucker Caulder, (hereinafter "plaintiff"), the duly appointed Guardian ad Litem for Ansleigh Caulder, (hereinafter "minor") for an order approving and authorizing plaintiff to accept the settlement offer made on behalf of the defendant for settlement and termination of all claims by the minor against the defendant as set forth in the petition in the above-captioned action.

It appears that the plaintiff in this action seeks recovery for injuries sustained by her minor daughter on May 17, 2010, in Marlboro County, South Carolina when her daughter, was injured in an automobile accident that occurred on U. S. Highway 15 in Marlboro County. The minor incurred medical expenses in the amount of Four Thousand Eight Hundred Ninety Three and 53/100 (\$4,893.53) Dollars.

It appears that the defendant, while denying liability, has offered to pay for a release and/or covenant not to sue, both of and on behalf of the minor and her parents, the sum of Twenty Thousand and NO/100 (\$20,000.00) Dollars. Plaintiff seeks allocation of said sum as follows: Eight Thousand and 00/100 (\$8,000.00) Dollars in attorney's fees to the Law Firm of Yarborough Applegate; Four Thousand and NO/100 (\$4,000.00) Dollars in reimbursement of costs to the Law Firm of Yarborough Applegate, and, the remaining balance of Eight Thousand and NO/100 (\$8,000.00) Dollars to the natural and custodial parent, Kelly Tucker Caulder, as compensation for

A CERTIFIED
TRUE COPY

William B. Zunderbush

CLERK OF COURT
MARLBORO COUNTY

any and all personal injuries suffered by the minor and as payment or reimbursement to the parents for all medical expenses that have or still remain to be paid.

Douglas E. Jennings, Esquire, attorney for the minor, by the attached Certificate of Counsel (marked as Exhibit A), evidences his opinion that the offer of settlement by the defendant and the settlement as outlined above is fair, reasonable, and in the best of the interest of the minor.

After consideration of all of the facts and circumstances concerned, including the nature and course of the minor's injuries, the expenses connected therewith, the uncertainty of litigation, the contested nature of liability, the recommendation of minor's counsel, and the consent of the custodial parent and Guardian Ad Litem of the minor, it is the opinion of this court that the proposed settlement, with its allegations thereof as aforesaid, is just and proper and in the best interest of the minor and should have the approval of this court.

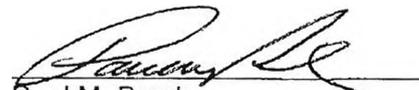
NOW, THEREFORE, IT IS ORDERED:

1. That the aforesaid settlement be and the same is hereby approved.
2. That upon the defendant paying or causing to be paid the sum of Twenty Thousand and NO/100 (\$20,000.00) Dollars allocated according to the preceding provisions of this Order, the Guardian Ad Litem for the minor will be and hereby is authorized to execute a release and discharge the defendant of and from all liability to or on behalf of the minor or plaintiff on account of the accident described above and the resulting injuries to the minor, past, present and future. Upon execution of such release as may be required by or on behalf of the defendant, the said defendant will be fully discharged from any and all liability to the minor or plaintiff, her heirs, designees, personal representatives, agents, assigns, conservators, or guardians.

AND IT IS SO ORDERED.

Bennettsville, South Carolina

November 3rd, 2014



Paul M. Burch
Chief Administrative Judge
Fourth Judicial Circuit

A CERTIFIED
TRUE COPY

William B. Zunderbush

CLERK OF COURT
MARLBORO COUNTY

FILED
NOV 3 3 PM '14
WILLIAM B. ZUNDERBUSH
CLERK OF COURT
MARLBORO COUNTY

STATE OF SOUTH CAROLINA)

COUNTY OF MARLBORO)

KELLY TUCKER CAULDER,)
Individually and as Guardian Ad)
Litem for TROY TUCKER and)
ANSLEIGH CAULDER,)
Plaintiffs,)

vs.)

SOUTH CAROLINA DEPARTMENT)
OF TRANSPORTATION,)
Defendant.)

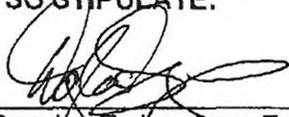
IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
Case No.: 2012-CP-34-00086

STIPULATION OF DISMISSAL
WITH PREJUDICE

Pursuant to Rule 41 of the *South Carolina Rules of Civil Procedure*, plaintiff in the above-captioned case, by and through her undersigned counsel, hereby dismisses this case with prejudice. The defendant, South Carolina Department of Transportation, consents to this dismissal with prejudice. The parties agree to bear their own respective costs.

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2014 DEC 9 7 28 AM
WILLIAM B. FUNDENBURK
CLERK OF COURT
MARLBORO COUNTY S.C.

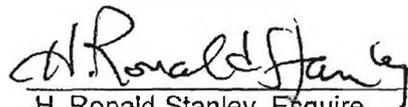
I SO STIPULATE:



Douglas E. Jennings, Esquire
Yarborough Applegate
Attorneys at Law
291 East Bay Street, 2nd Floor
Charleston, South Carolina 29401
(843) 972-0150
ATTORNEY FOR PLAINTIFFS

December 16, 2014

I CONSENT:



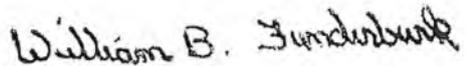
H. Ronald Stanley, Esquire
Stanley Law Firm
Attorneys at Law
Post Office Box 7722
Columbia, South Carolina 29202
(803) 799-4700
ATTORNEY FOR DEFENDANT

December 23, 2014

RECEIVED

JAN 21 REC'D
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

A CERTIFIED
TRUE COPY



CLERK OF COURT
MARLBORO COUNTY

STATE OF SOUTH CAROLINA)
)
 COUNTY OF MARLBORO)
)
 KELLY TUCKER CAULDER,)
 Individually and as Guardian Ad)
 Litem for TROY TUCKER and)
 ANSLEIGH CAULDER,)
 Plaintiffs,)
)
 vs.)
)
 SOUTH CAROLINA DEPARTMENT)
 OF TRANSPORTATION,)
 Defendant.)

IN THE COURT OF COMMON PLEAS
 FOURTH JUDICIAL CIRCUIT
 Case No.: 2012-CP-34-00086

2014-CP-34-00308

PETITION FOR COURT APPROVAL
 OF MINOR'S SETTLEMENT AS TO

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JAN 21 2015

INSURANCE RESERVE FUND
 CLAIMS DEPARTMENT

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 WILLIAM B. FUNDERSBURK
 CLERK OF COURT
 MARLBORO COUNTY, S

FILED

The plaintiff, Kelly Tucker Caulder, would respectfully show:

1. That she is the mother and the duly appointed Guardian ad Litem for Ansleigh Caulder, a minor child, sixteen(16) years of age, who resides with her in Marlboro County, South Carolina.

2. That the minor child, Ansleigh Caulder, was injured in an automobile accident on May 17, 2010, when the vehicle that she was travelling in collided with a vehicle driven by Katashala Douglas. At the time of the accident, Katashala Douglas was traveling west on U. S. Highway 15 and the vehicle occupied by the minor which was being driven by the plaintiff was traveling east on highway 15. Katashala Douglas is believed to have struck water on the roadway, lost control of her vehicle, crossed the centerline of the roadway and collided with the vehicle occupied by the minor.

3. That as a result of the above described collision, the minor was injured and the plaintiff filed suit on behalf of the said minor against the defendant alleging that the accident and the resulting injuries suffered by the minor were proximately caused by

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 William B. Fundersburk
 CLERK OF COURT
 MARLBORO COUNTY

the negligence of the defendant in failing to properly maintain U. S. Highway 15 in the area where the accident occurred.

4. That as a result of the subject accident and the resulting injuries suffered by the minor, the minor incurred medical expenses in the amount of Four Thousand Eight Hundred Ninety Three and 53/100 (\$4,893.53) Dollars.

5. That the factual circumstances surrounding the accident are in dispute and the defendant has denied any and all liability for the resulting injuries to the minor but, the defendant has made an offer of settlement which the plaintiff believes would be in the best interest of the minor to accept.

6. That as a full and final settlement of all claims, the defendant has offered to pay the sum of Twenty Thousand and 00/100 (\$20,000.00) Dollars. This amount is in settlement of the minor's claim for any inconvenience, pain and suffering and for any and all injuries that she sustained as a result of the accident that occurred on May 17, 2010. The proposed payment is also for full and final settlement of any and all claims that may be asserted by the parents of the minor child including, but not limited to, medical expenses.

7. That the plaintiff employed the Law Firm of Yarborough Applegate, LLC, to represent the minor in this matter and there is \$8,000.00 due and owing to the Law Firm of Yarborough Applegate, LLC, for representation of the minor in this matter. Yarborough Applegate has incurred costs in the amount of \$4,000.00 which needs to be reimbursed to it. The plaintiff, Kelly Tucker Caulder, as the natural and custodial parent of Ansleigh Caulder, is entitled to the net proceeds in the amount of \$8,000.00 as compensation for any and all injuries suffered by the minor and as payment on

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WILLIAM B. JUNDERBUSH
CLERK OF COURT
MARLBORO COUNTY
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CLERK OF COURT
MARLBORO COUNTY

reimbursement to the parents for all medical expenses that have or still remain to be paid.

8. That the minor has been released by her physicians and the plaintiff believes that the minor has substantially recovered from her injuries. The plaintiff also believes that it would be advantageous to and would be in the best interest of the minor to accept the settlement offer that has been made by the defendant.

WHEREFORE, the plaintiff prays that this court will inquire into the matters herein mentioned and authorize the plaintiff to accept the settlement offer set forth herein and to consummate settlement of the claim of the said minor, and to execute the necessary release to end this matter.

Kelly Tucker Caulder
Kelly Tucker Caulder, Plaintiff and Guardian Ad Litem for Ansleigh Caulder, a minor over fourteen (14) years of age

Bennettsville, South Carolina

Dated: 10 31-14

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INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

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WILLIAM C. FORTBERGURK
CLERK OF COURT
MARLBORO COUNTY, S.C.

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TRUE COPY
William B. Zundorick
CLERK OF COURT
MARLBORO COUNTY

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARLBORO)

VERIFICATION

PERSONALLY appeared before me, Kelly Tucker Caulder, who being duly sworn, deposes and says that she is the plaintiff and Guardian Ad Litem in the foregoing action and that she has read the foregoing petition and that the facts stated therein are true of her own knowledge except those matters and things therein alleged on information and belief and as to those she believes them to be true.

Kelly Tucker Caulder

Kelly Tucker Caulder, Plaintiff and Guardian Ad Litem for Ansleigh Caulder, a minor over fourteen (14) years of age

SWORN to before me this

31st day of October, 2014.

Carol B. Dudley
Notary Public for South Carolina
My Commission Expires: 11-27-16

FILED
2014 NOV 3 PM 12 01
WILLIAM B. FUNDERBURK
CLERK OF COURT
MARLBORO COUNTY, S.C.

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JAN 21 2015
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

A CERTIFIED
TRUE COPY

William B. Funderburk
CLERK OF COURT
MARLBORO COUNTY

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARLBORO)

EX PARTE: KELLY TUCKER
CAULDER)

IN RE: ANSLEIGH CAULDER, By
her Guardian ad Litem, KELLY
TUCKER CAULDER,)

Plaintiffs,)

vs.)

KATASHALA DOUGLAS,)

Defendant.)

2014-CA-34-00308
IN THE COURT OF COMMON PLEAS
FOURTH JUDICIAL CIRCUIT
Case No.: 2012-CP-34-~~11086~~

A CERTIFIED
TRUE COPY
WILLIAM B. JUNDERBURK
CLERK OF COURT
MARLBORO COUNTY

ALSO
2012-CP-34-00086
CAULDER vs. SCDOT

ORDER

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JAN 21 2013
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

It appearing to the Court's satisfaction that the petitioner is the fit and proper person to be appointed Guardian Ad Litem for purposes of the within action, it is hereby ordered that Kelly Tucker Caulder, be, and hereby is, appointed Guardian Ad Litem for Ansleigh Caulder

William B. Junderburk
CLERK OF COURT FOR MARLBORO COUNTY

May 10, 2012

FILED
2012 MAY 10 PM 10 42
WILLIAM B. JUNDERBURK
CLERK OF COURT
MARLBORO COUNTY, S.C.

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2012 NOV 3 PM 12 01
WILLIAM E. FUNDERBURK
CLERK OF COURT
MARLBORO COUNTY, S.C.

A CERTIFIED
TRUE COPY

William B. Junderburk

CLERK OF COURT
MARLBORO COUNTY

STATE OF SOUTH CAROLINA)
) RECEIPT AND RELEASE OF ALL CLAIMS
COUNTY OF BARNWELL)

KNOW ALL MEN BY THESE PRESENTS, that Kelly Tucker Caulder, as Guardian Ad Litem for Ansleigh Caulder, for and in consideration of the sum of Twenty Thousand and No/100 (\$20,000.00) Dollars paid to her by the South Carolina Department of Transportation, and the South Carolina Insurance Reserve Fund, its insurer, the receipt of which is hereby acknowledged, hereby forever releases and discharges the South Carolina Department of Transportation, and the South Carolina Insurance Reserve Fund, their employees, agents, insurers, successors and assigns from any and all liability, claims, demands, controversies, damages, actions and causes of action on account of the alleged injuries to Ansleigh Caulder, and any and all other loss and damage of every kind and nature caused by or resulting from or hereafter resulting to Ansleigh Caulder, as a result of an automobile accident suffered by the said Ansleigh Caulder on or about May 17, 2010, in Marlboro County, South Carolina. The undersigned hereby expressly releases the South Carolina Department of Transportation and the South Carolina Insurance Reserve Fund, their employees, agents, insurers, successors and assigns, of and from any and all liability, claims, demands, controversies, damages, actions and causes of action whatsoever, either in law or equity, which Ansleigh Caulder, her heirs, assigns, agents, insurers, personal representatives, successors in interest, and every other person and entity can, shall or may have by reason of or in anywise incident to or resulting from the causes herein mentioned.

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JAN 21 2015
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

As inducement for the payment of the sum aforesaid, the undersigned declares that she fully understands the terms of this settlement, and that she voluntarily accepts the said sum for the purpose of making full and final compromise, adjustment and settlement of all losses, damages and injuries herein mentioned or referred to, and that the payment of said sums for this release is not an admission of liability by the South Carolina Department of Transportation and the South Carolina Insurance Reserve Fund, their employees, agents, insurers, successors and assigns.

The undersigned agrees to forever hold harmless, indemnify and defend the South Carolina Department of Transportation and the South Carolina Insurance Reserve Fund, their employees, agents, insurers, successors and assigns, from any and all debts, claims, actions, causes of action, suits, damages, judgments and/or demands whatsoever, in law or equity, which have existed, now exist, or may later come into existence against them, arising out of or in any way related to the above described claims of Ansleigh Caulder including, but not limited to, any type of action that may be brought by any third party as asserting any interest in the settlement proceeds paid hereunder including any action brought by any third party asserting any sort of lien or any subrogation claim or other lien, assignment or claim of any type whatsoever. The undersigned agrees to indemnify the South Carolina Department of Transportation and the South Carolina Insurance Reserve Fund, their employees, agents, insurers, successors and assigns and every other person and entity for any amounts paid by them in connection with the assertion of such third party claims whether these amounts are paid for settlement, verdict, defense costs, including attorney's fees or otherwise.

THE UNDERSIGNED FURTHER REPRESENTS that she will pay any and all subrogation or lienholder interests arising from said incident out of the proceeds received herein.

THE UNDERSIGNED FURTHER AGREES, as additional consideration and inducement for this compromise settlement, that the settlement shall apply to unknown and unanticipated injuries and damages resulting from the described incident, as well as those not now disclosed.

THE UNDERSIGNED FURTHER DECLARES and represents that no promise, inducements, or agreements, except as herein expressed, have been made to the undersigned, and this release contains the entire agreement between the parties hereto, and terms of this release are contractual and not a mere recital.

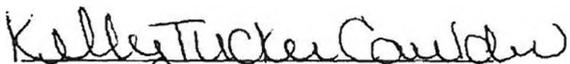
THE UNDERSIGNED FURTHER AGREES that the consideration paid in this compromise and settlement is and shall be a complete bar to any subsequent action or proceeding to set aside or vacate this instrument because of a mistake in fact or otherwise.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand and seal this 10th day of December, 2014.

IN THE PRESENCE OF:



Carol B. Duda



Kelly Tucker Caulder
As Guardian Ad Litem for
Ansleigh Caulder

RECEIVED
JAN 21 2015
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

I, DOUGLAS JENNINGS, JR., Esquire, as attorney for the releasor, and as a member of the South Carolina Bar, do hereby approve of the foregoing settlement and the execution of the Receipt and Release of all Claims.



Attorney for Ansleigh Caulder

Bennettsville, South Carolina

Dated: 12-10-2014

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JAN 21 2015
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

RECEIVED
JAN 21 2015
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that I, Troy Tucker, for and in consideration of the sum of One Hundred Two Thousand Five Hundred and No/100 (\$102,500.00) Dollars paid to me by the South Carolina Insurance Reserve Fund, as insurer of and on behalf of the South Carolina Department of Transportation, the receipt of which is hereby acknowledged, hereby forever release and discharge the South Carolina Department of Transportation, its employees, agents, insurers, successors and assigns from any and all liability, claims, demands, controversies, damages, actions and causes of action on account of personal injury and any and all other loss and damage of every kind and nature caused by or resulting from or hereafter resulting to me as a result of an accident which occurred on or about May 17, 2010, in Marlboro County, South Carolina, when Katashala L. Douglas loss control of her vehicle on U. S. Highway 15 and ran off onto the right shoulder and then veered back onto the roadway into the east bound lane and collided into my vehicle. I hereby expressly release the South Carolina Department of Transportation, its employees, agents, insurers, successors and assigns, of and from any and all liability, claims, demands, controversies, damages, actions and causes of action whatsoever, either in law or equity, which I, my heirs, assigns, agents, insurers, personal representatives, successors in interest, and every other person and entity, can, shall or may have by reason of or in anywise incident to or resulting from the causes herein mentioned.

As inducement to the payment of the sum aforesaid, I declare that I fully understand the terms of this settlement, and that I voluntarily accept the said sum for

the purpose of making full and final compromise, adjustment and settlement of all losses, damages and injuries herein mentioned or referred to, and that the payment of said sums for this release is not an admission of liability by the South Carolina Department of Transportation.

I agree to forever hold harmless, indemnify and defend the South Carolina Department of Transportation, its employees, agents, insurers, successors and assigns, from any and all debts, claims, actions, causes of action, suits, damages, judgments and/or demands whatsoever, in law or equity, which have existed, now exist, or may later come into existence against them, arising out of or in any way related to the above described claims including, but not limited to, any type of action that may be brought by any third party as asserting any interest in the settlement proceeds paid hereunder including any action brought by any third party asserting any sort of medical lien, Medicare lien, Medicaid lien, medical assignment, Medicare assignment, Medicaid assignment, Medicare subrogation claim, Medicaid subrogation claim or any subrogation claim or other lien, assignment or claim of any type whatsoever. I agree to indemnify the South Carolina Department of Transportation, its employees, agents, insurers, successors and assigns and every other person and entity for any amounts paid by them in connection with the assertion of such third party claims whether these amounts are paid for settlement, verdict, defense costs, including attorney's fees or otherwise.

I FURTHER REPRESENT THAT I will pay any and all subrogation or lienholder interests arising from said incident out of the proceeds received herein.

I FURTHER AGREE, as additional consideration and inducement for this compromise settlement, that the settlement shall apply to unknown and unanticipated injuries and damages resulting from the described incident, as well as those now disclosed.

I FURTHER DECLARE and represent that no promise, inducements, or agreements, except as herein expressed, have been made to me and this release contains the entire agreement between the parties hereto, and terms of this release are contractual and not a mere recital.

I FURTHER AGREE that the consideration paid in this compromise and settlement is and shall be a complete bar to any subsequent action or proceeding to set aside or vacate this instrument because of a mistake in fact or otherwise.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of December, 2014.

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JAN 21 2015

INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

IN THE PRESENCE OF:

[Signature]
Carol B. Decker

[Signature]
Troy Tucker

the purpose of making full and final compromise, adjustment and settlement of all losses, damages and injuries herein mentioned or referred to, and that the payment of said sums for this release is not an admission of liability by the South Carolina Department of Transportation.

I agree to forever hold harmless, indemnify and defend the South Carolina Department of Transportation, its employees, agents, insurers, successors and assigns, from any and all debts, claims, actions, causes of action, suits, damages, judgments and/or demands whatsoever, in law or equity, which have existed, now exist, or may later come into existence against them, arising out of or in any way related to the above described claims including, but not limited to, any type of action that may be brought by any third party as asserting any interest in the settlement proceeds paid hereunder including any action brought by any third party asserting any sort of medical lien, Medicare lien, Medicaid lien, medical assignment, Medicare assignment, Medicaid assignment, Medicare subrogation claim, Medicaid subrogation claim or any subrogation claim or other lien, assignment or claim of any type whatsoever. I agree to indemnify the South Carolina Department of Transportation, its employees, agents, insurers, successors and assigns and every other person and entity for any amounts paid by them in connection with the assertion of such third party claims whether these amounts are paid for settlement, verdict, defense costs, including attorney's fees or otherwise.

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I FURTHER DECLARE and represent that no promise, inducements, or agreements, except as herein expressed, have been made to me and this release contains the entire agreement between the parties hereto, and terms of this release are contractual and not a mere recital.

I FURTHER AGREE that the consideration paid in this compromise and settlement is and shall be a complete bar to any subsequent action or proceeding to set aside or vacate this instrument because of a mistake in fact or otherwise.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 10th day of December ~~November~~, 2014.

RECEIVED
JAN 21 2015
INSURANCE RESERVE FUND
CLAIMS DEPARTMENT

IN THE PRESENCE OF:

[Signature]
Carol B. Dudley

Kelly Tucker Caulder
Kelly Tucker Caulder

95672 Jones vs SCDOT

12/10/14 entered in PMS system

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SUMTER

RECORDED

David D. Jones,

2014 NOV 26 PM 2:35

CIVIL ACTION COVERSHEET

vs.

JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

2014-CP-43-2590

South Carolina Department of
Transportation, Defendant

(Please Print)
Submitted By: William P. Hatfield, Esquire
Address: Post Office Box 1770, Florence, SC 29503-1770

SC Bar #: 2840
Telephone #: (843) 662-5000
Fax #: (843) 678-9273
Other:
E-mail: wphatfield@htlawsc.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|---|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 -CP- _____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Slander/Label (300) <input type="checkbox"/> Conversion (310) <input checked="" type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Other (799) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Mngistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Commission (990) <input type="checkbox"/> Employment Security Commission (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex/Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of-State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature: _____

Date: November 25, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-70 et. seq.

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

David D. Jones,

Plaintiff,

Vs.

South Carolina Department of
Transportation,

Defendant.

RECORDED

2014 NOV 26

IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT

C/A # 2014-CP-43-2590

JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

**SUMMONS FOR
RELIEF**

**(Complaint, Interrogatories
and Request for Production of
Documents Served)**

(Jury Trial Requested)

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint on the subscriber at 170 Courthouse Square, Post Office Box 1770, Florence, South Carolina, 29503-1770 within thirty (30) days from the service hereof, exclusive of the date of such service, and in case of the failure to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

Florence, South Carolina

November 25, 2014



WILLIAM P. HATFIELD,
Attorney for Plaintiff
SC Bar No. 2840
HATFIELD TEMPLE, LLP
170 Courthouse Square
Post Office Box 1770
Florence, SC 29503-1770
(843) 662-5000
wwhatfield@htlawsc.com

STATE OF SOUTH CAROLINA
COUNTY OF SUMTER

David D. Jones,
Plaintiff,

Vs.

South Carolina Department of
Transportation,
Defendant.

RECORDED THE COURT OF COMMON PLEAS

2014 NOV 26 PM 2:07 CA # 2014-CP-43-2590

JAMES C. CAMPBELL
CLERK OF COURT
SUMTER COUNTY, S.C.

COMPLAINT
(Jury Trial Requested)

The Plaintiff, complaining of the Defendant herein, alleges:

1. That the Plaintiff is a resident and citizen of the County of Sumter, State of South Carolina.
2. That the Defendant, South Carolina Department of Transportation, is a governmental agency in the State of South Carolina.
3. That at all times hereinafter mentioned the Defendant, South Carolina Department of Transportation, hereinafter SCDOT, had the legal duty to plan, construct, maintain, and operate the roadways within the State of South Carolina in a manner consistent with the safety of the traveling public, including the Plaintiff.
4. That the SCDOT planned, constructed, and maintained secondary road 370 in Sumter County.
5. That on or about January 17, 2013 at approximately 5:00 p.m. the Plaintiff was traveling in an easterly direction on secondary road 370 toward its intersection with North St. Pauls Church Road when an automobile driven by Justin Patrick Old traveling west on secondary road 370, suddenly and without warning hit a dip in the road with standing water, hydroplaned, and crossed the center line striking the

Plaintiff's vehicle head-on causing injuries and damages more particularly hereinafter set forth.

6. That the injuries and damages sustained by the Plaintiff were caused and occasioned by the willful, wanton, reckless, careless, negligent and unlawful conduct on the part of the Defendant in one or more of the following particulars, to-wit:

- (a) In failing to plan, construct, and maintain said roadway in a safe condition for members of the traveling public, including the Plaintiff;
- (b) In failing to construct said roadway in compliance with the plans and specifications as it relates to the grade and cross slope of the roadway which allowed water to pond in the westbound lane in which Justin Patrick Old was traveling;
- (c) In failing to discover the defect in the travel portion of the roadway;
- (d) In failing to remediate the defect in the travel portion of the roadway;
- (e) In failing to warn members of the traveling public of the danger of water ponding on the roadway; and,
- (f) In failing to exercise due care;

All of the above being in violation of the laws of the State of South Carolina.

7. That as a direct and proximate cause of said negligence, wantonness, recklessness and unlawfulness on the part of the Defendant, the Plaintiff was thrown violently in and about Plaintiff's automobile; that the Plaintiff was greatly and severely injured in and about Plaintiff's head, neck, arms, body, back, limbs and other parts of the Plaintiff's body; that Plaintiff was rendered sick, sore, lame, disabled, bruised and shocked thereby and continues so to be; that all of such injuries have caused Plaintiff extreme and excruciating pain continuously to this

date and the Plaintiff will suffer such pain in the future; that as a direct and proximate result of the negligence of the Defendant, as aforementioned the Plaintiff suffered severe bruises, lacerations and contusions, and great pain and suffering.

8. That as a direct and proximate cause of said negligence, wantonness, recklessness, and unlawfulness on the part of the Defendant:
 - (a) The Plaintiff was committed to the hospital and will be required to enter the hospital in the future for long and extensive periods of time;
 - (b) The Plaintiff was confined to the care and treatment of skilled physicians and nurses; that Plaintiff is presently being treated by such persons and will continue to receive treatment from them in the future; that Plaintiff has expended large sums of money for such treatment and will be obligated to expend even more money in the future for such care and treatment;
 - (c) The Plaintiff was hindered and prevented, and in the future will be hindered and prevented from transacting and attending to Plaintiff's necessary and lawful affairs since the date of the collision and loss and was deprived of divers gains, profits, salaries, pleasures, advantages, and earning capacity and ability which Plaintiff would have otherwise derived and acquired;
 - (d) The Plaintiff was in the past, present, and will continue in the future to be put to great expense for medicine and drugs;
 - (e) The Plaintiff has expended large sums of money in the past and present for transportation to and from the doctor's office and hospitals and will continue to have such expenses in the future for consultations and treatment; and,
 - (f) The Plaintiff's previous good health has been permanently impaired.

9. That as a direct and proximate result of the negligence, wantonness, recklessness, carelessness and unlawfulness on the part of the Defendant:
- (a) The Plaintiff's automobile was extensively damaged;
 - (b) It will be necessary for the Plaintiff to incur expenses for the repair of the automobile or replacement of the automobile;
 - (c) The Plaintiff will be without the use of the automobile during the time that it is undergoing repairs if it can be repaired; and,
 - (d) The Plaintiff's automobile will greatly depreciate in value due to its wrecked condition.
10. That the Plaintiff is informed and believes that he is entitled to an award of actual damages.

WHEREFORE, Plaintiff prays judgment against the Defendant for an award of actual damages, the costs of this action, and for such other and further relief as this court deems just and proper.

Florence, South Carolina

November 25, 2014



WILLIAM P. HATFIELD,
Attorney for Plaintiff
SC Bar No. 2840
HATFIELD TEMPLE, LLP
170 Courthouse Square
Post Office Box 1770
Florence, SC 29503-1770
(843) 662-5000
wphatfield@htlawsc.com

STATE OF SOUTH CAROLINA)
) **COVENANT NOT TO EXECUTE**
COUNTY OF SUMTER)

This COVENANT made this 19 day of August, 2015, by David D. Jones, a widower, hereinafter referred to as "Covenantor" and the South Carolina Department of Transportation, hereinafter referred to as "Covenantee".

WHEREAS, on January 17, 2013, in Sumter County, South Carolina, the Covenantor was injured in a motor vehicle collision with a vehicle operated by Justin Patrick Old; and,

WHEREAS, the Covenantor alleges that Covenantee was negligent in the resurfacing and repaving of a section of secondary road 370 in Sumter County and, as a result, Covenantor suffered injuries; and,

WHEREAS, the parties are desirous of resolving any and all claims the Covenantor has by virtue of the pending litigation with Covenantee; and,

WHEREAS, this Covenant does not prohibit Covenantor from pursuing claims for injuries against any other party(ies);

NOW, FOR AND IN CONSIDERATION of the execution of this Covenant Not to Execute, the sufficiency and receipt of which is hereby acknowledged, the Covenantor and Covenantee agree as follows:

1. The Covenantor expressly reserves all rights of action, claims, demands, or other legal remedies against all firms and persons except as modified by the terms of this Covenant. This Covenant is not a release, nor shall it be construed as a release of any other party(ies), person, firm, or corporation.

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2. Covenantor expressly represents that he has been represented by counsel, has been fully advised of all facts of the lawsuit, and all claims arising out of or in relation thereto, and is aware and fully advised that the execution of this Covenant will fully and forever present and bar any further claim, demand, or cause of action against Covenantee.

3. Covenantor further understands and agrees that he will not collect or attempt to collect from the Covenantee or the Insurance Reserve Fund, its insurance carrier, any verdict or judgment Covenantor may be awarded in this action.

4. In executing this agreement, Covenantor represents and warrants that he has relied on his investigation and advice of his attorney, and has not relied on any statement, representation, or commitment of any kind made by Covenantee, its successors, assigns, heirs, officers, employees, agents, servants or attorneys.

5. All provisions and recitals in this Covenant are intended to be and are covenants of the parties and are a material part of this agreement and binding on the parties hereto, personal representatives, successors, assigns, heirs, officers, employees, agents, servants or attorneys.

6. The Covenantor agrees that if there exist any subrogation, assignment, lien or interest whether created by contract, statute or otherwise, that he will obtain a release from the person or entity(ies) holding such interest and that the Covenantor will protect, save, defend, hold harmless, and indemnify Covenantee from any such subrogation, assignment, claims or interests.

7. That Covenantee shall pay to Covenantor the sum of One Hundred Sixty-Eight Thousand Dollars (\$168,000.00) in consideration for this Covenant, the receipt and sufficiency is hereby acknowledged.

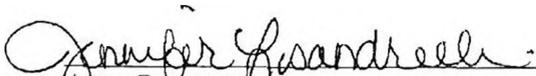
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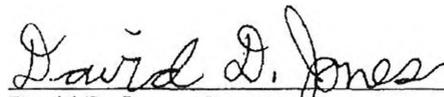
8. All parties agree that this Covenant is a product of negotiation and agreement among the parties.

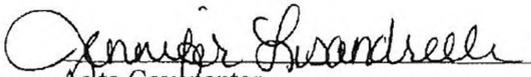
9. The provisions and stipulations hereof shall benefit and be binding upon, the heirs, personal representatives, successors and assigns in interest of the parties hereto.

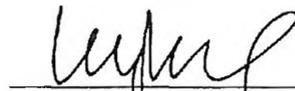
10. The execution of this Covenant Not to Execute is hereby acknowledged to have taken place in the State of South Carolina. Further, that such Covenant shall be construed pursuant to South Carolina law.

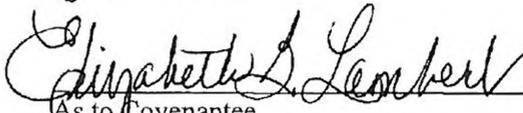
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

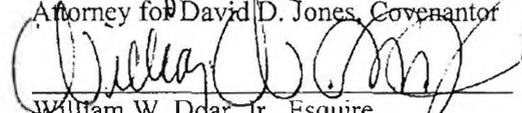

As to Covenantor


David D. Jones, Covenantor


As to Covenantor


William P. Hatfield, Esquire,
Attorney for David D. Jones, Covenantor


As to Covenantee


William W. Doar, Jr., Esquire,
Attorney for SCDOT, Covenantee

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CLAIMS DEPARTMENT

STATE OF SOUTH CAROLINA

COUNTY OF SUMTER

David D. Jones,

Plaintiff,

Vs.

South Carolina Department of
Transportation,

Defendant.

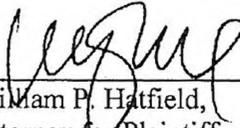
IN THE COURT OF COMMON PLEAS
THIRD JUDICIAL CIRCUIT
C/A #2014-CP-43-2590

JAMES R. ...
CLERK OF COURT
SUMTER COUNTY, S.C.

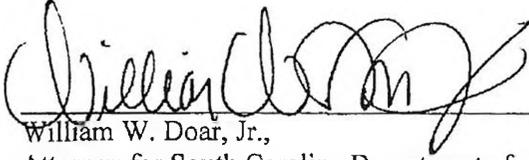
STIPULATION OF DISMISSAL
WITH PREJUDICE
AS TO SOUTH CAROLINA DEPARTMENT
OF TRANSPORTATION

Pursuant to Rule 41(a)(1)(B), SCRCPP, the parties hereto stipulate to the dismissal of the Defendant, South Carolina Department of Transportation from the above case, with prejudice; but no other parties.

Dated this 26 day of August, 2015.



William P. Hatfield,
Attorney for Plaintiff



William W. Doar, Jr.,
Attorney for South Carolina Department of
Transportation

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