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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHESTER COUNTY
Court of Common Pleas

Honorable John C. Hayes III, Circuit Court Judge
Honorable Brian M. Gibbons, Circuit Court Judge

Appellate Case Nos.: 2022-001312 and 2022-001390

Heidi Gersten, Ivanka Ayoub, Daniel Hubbard.....Plaintiffs,
Of whom Heidi Gersten is the APPELLANT.

v.

Kevin Carter, Richard Davis, Joseph Tirbovich, Nationwide Insurance Company, Interinsurance
Exchange of the Automobile Club, John Ammendola, Trustguard Insurance Company, SC
Department of Public Safety, Chevrolet, GMC, Unknown Joe Does, RESPONDENTS.

**NATIONWIDE INSURANCE COMPANY AND JOSEPH TIRBOVICH'S RETURN TO
APPELLANT'S PETITION FOR REINSTATEMENT**

Nationwide Insurance Company and Joseph Tirbovich (collectively “Nationwide Respondents”) make Return to Appellant’s Petition for Reinstatement¹ as follows:

STATEMENT OF CASE

By Order filed January 18, 2023, this Court granted Respondents’ motion to dismiss Appellant’s appeal on the grounds that she failed to comply with the South Carolina Rules of Appellate Procedure, Rule 203(b)(1). Appellant has now filed a Motion to Reinstate. Nationwide Respondents object to the requested reinstatement.

PROCEDURAL BACKGROUND

This appeal stems from two consolidated actions arising out of an automobile accident that occurred on or around March 19, 2015. In 2018, each respondent filed a motion to dismiss the claims raised in this matter, in whole or in part. The Circuit Court heard each of the various motions on September 5, 2018. On September 21, 2018, the Honorable John C. Hayes, III filed an Order Granting Defendant Nationwide Insurance Company and Joseph Tirbovich’s Motion to Dismiss. (**Ex. 1**, the Order).² In the Order, the trial court found that Appellant failed to allege facts sufficient to withstand Nationwide Respondents motion to dismiss, and Appellant, as a third party to an insurance contract, lacked standing. *Id.* at p. 3-6. Following the dismissal of most of the defendants, including Nationwide Respondents, on October 8, 2018, Appellant filed a Motion to Alter or Amend, which was denied by Judge Hayes via a Form 4 Order on October 16, 2018.

The 2018 Appeal: On November 21, 2018, Appellant filed a Notice of Appeal (the “2018 Notice of Appeal”); wherein, Appellant notified this Court that she intended to appeal the trial

¹ Appellant’s Petition is titled Petition for Rehearing and Reinstatement. Pursuant to Rule 221, SCACR, Respondents shall not file a Return to a Petition for Rehearing unless specifically requested by the Court. As of the date of this Return, the Court has not requested a Return from Respondents to address Appellant’s Petition for Rehearing. Thus, this Return shall not address Appellant’s Petition, to the extent that it is a Petition for Rehearing.

² Judge Hayes also issued orders dated September 18, 2018, September 19, 2018, September 21, 2018, and September 24, 2018 dismissing most of the other defendants in this matter. Following these orders, the only defendant that remained a party to this action was Kevin Carter.

court's orders dismissing several of the respondents.³ (Ex. 2, NOA)(the "2018 Appeal"). Appellant attached the orders she intended to appeal to the Notice of Appeal, including the Order dismissing Nationwide Respondents. *Id.*

On December 27, 2018, Respondent Interinsurance Exchange of the Automobile Club ("AAA") filed a Motion to Dismiss the 2018 appeal, based, in part, on Appellant's failure to comply with the South Carolina Appellate Court Rules. Appellant filed a return to AAA's motion on January 23, 2019. On January 31, 2019, Respondents Carter and Davis filed a Motion to Dismiss the appeal on the grounds that Appellant did not timely file the Notice of Appeal with the Court. Appellant did not file a timely return to Respondents Carter and Davis' motion.

Appellant's Motions for Extensions in the 2018 Appeal: Appellant filed a total of eight motions for extensions in the 2018 Appeal; wherein, she reasoned that the extensions were necessary based on her disability. The first of these motions, dated December 17, 2018, asked this Court to allow Appellant additional time to file her initial brief⁴; meanwhile, the remaining extensions were centered around filing a return to Respondents Carter and Davis' Motion to Dismiss, as well as addressing instructions from this Court.

On February 15, 2019, this Court sent Appellant instructions asking her to provide specific dates of when she received notice of entry of the trial court's orders dismissing the various defendants/respondents in this matter, as well as to file a return to Respondents Carter and Davis' Motion to Dismiss. Appellant failed to provide the requested dates, nor did she file a return to Carter and Davis' motion. Instead, Appellant proceeded to file several motions requesting 10-day extensions to file a return and/or amended return to Carter and Davis' Motion. On April 9, 2019,

³ The Notice of Appeal also sought to challenge a consolidation order which was entered on April 26, 2018, by the Honorable Judge Brian M. Gibbons.

⁴ Appellant did not file an initial brief in the 2018 Appeal.

this Court issued an Order granting Appellant’s requested extensions and extending Appellant’s time to file an amended return until April 15, 2019. The Court explained: “[i]f the amended return is not actually received in this office on or before April 15, 2019, the Court will consider only the motions and the filings previously received in this matter. No further extensions will be granted absent extraordinary circumstances.” (Ex. 3, April 9, 2019 Order).

Rather than complying with the April 9, 2019 Order, Appellant proceeded to file two additional requests for extensions: on April 18, 2019 and April 29, 2019. Finally, on May 2, 2019, this Court issued an Order which referenced the February 15, 2019 Order, and explained that the 2018 Appeal would be dismissed if Appellant fails to file a response to the Court by May 10, 2019. Appellant did not file a response, and this Court entered an Order, dated May 14, 2019, which dismissed the 2018 Appeal based on Appellant’s failure to comply with the May 2, 2019 Order. (Ex. 4, Dismissal Order).

On May 29, 2019, Appellant filed a Motion to Reinstate or rehear the dismissal of the 2018 Appeal. On July 30, 2019, this Court entered its Order denying Appellant’s motion. On September 24, 2019, Appellant filed a Petition for Writ of Certiorari. On June 23, 2020, the Supreme Court of South Carolina ultimately denied Appellant’s Writ of Certiorari, resulting in a Remittitur to the Circuit Court of Chester County.

Present Appeal: Following the remittitur from the South Carolina Supreme Court, Appellant and Respondent Kevin Carter were the sole remaining parties to this matter in the trial court. On July 28, 2022, Respondent Carter filed a Motion to Compel or, in the Alternative, Motion to Dismiss for Failure to Prosecute⁵, which was heard on by the Honorable Judge J. Mark

⁵ Respondent Carter’s motion also included a Motion to Dismiss Plaintiff Ivanka Ayoub’s claims, which was granted by the trial court. Plaintiff Ayoub is not a party to this appeal, and it appears this portion of Respondent’s motion is not subject to this appeal.

Hayes, II on August 18, 2022. On August 22, 2022, Judge Hayes signed an Order granting Respondent Carter’s Motion to Dismiss effectively ending the entirety of Appellant’s case based on Appellant’s failure to prosecute her claims against Respondent Carter. On September 19, 2022, Appellant filed the present appeal; wherein, she indicates that she is appealing the orders of Judge Gibbons and Judge Hayes dated: April 26, 2018; May 22, 2018; September 19, 2018; September 21, 2018; September 24, 2018; and March 7, 2022.

Following notice of this appeal, on November 11, 2022, Respondent AAA filed a Motion to Dismiss this appeal, citing the 2018 Appeal, and its dismissal, as the basis for its motion. Similarly, on December 28, 2022, Nationwide Respondents filed a Motion to Dismiss this appeal on the grounds that the full and final adjudication of the Appellant’s 2018 Appeal precluded this Court from hearing the present appeal, to the extent that the present appeal seeks to address the Orders subject to the 2018 Appeal. Finally, on January 12, 2023, Respondents Carter and Davis filed a Motion to Dismiss this appeal on the grounds that: Appellant has improperly appealed the Orders subject to the 2018 Appeal—an Appeal which has already been fully adjudicated; Appellant improperly appealed interlocutory orders for protection from court appearances; and Appellant’s present appeal does not include the August 22, 2022 dismissal order which effectively ended the remainder of Appellant’s case.

On January 18, 2023, this Court filed its Order stating, “[a]fter careful consideration, this appeal is dismissed. *See* Rule 203(b)(1), SCACR (‘A notice of appeal shall be served on all respondents within thirty (30) days after receipt of written notice of entry of the order or judgment.’); *Hagood v. Sommerville*, 362 S.C. 191, 195, 607 S.E.2d 707, 709 (2005)(‘An order which does not finally end a case or prevent a final judgment from which a party may seek

appellate review usually is considered an interlocutory order from which no immediate appeal is allowed.’).”

Appellant has now moved to reinstate her appeal on the grounds that she is disabled, and she presumably filed and served her notice of appeal in a timely manner.⁶ Here, Appellant has made blanket conclusions without providing any context or justification for how either of her stated grounds for reinstatement are relevant or apply to this appeal. More importantly, Appellant’s entire Petition is silent as to her overarching deficiency in this appeal—that she has not appealed the August 22, 2022 Order dismissing the remainder of her case.

Appellant’s Motion to Reinstate her appeal should be summarily denied because Appellant has repeatedly failed to comply with the Appellate Court Rules, as evidenced by the facts above. Appellant’s purported appeal has been a litany of delays and failure to comply with the Appellate Court Rules and the Orders of this Court.

CONCLUSION

Appellant’s Motion to Reinstate should be denied because her appeal was dismissed for failure to comply with the Appellate Court Rules. Similarly, Appellant’s present appeal seeks to reinstate the 2018 Appeal, which was dismissed due to Appellant’s repeated failure to comply with the Orders of this Court as well as the Appellate Court Rules, after Appellant was granted extensive leeway and opportunities to comply and remedy her omissions.

Accordingly, Appellant’s Motion to Reinstate should be denied.

(SIGNATURE PAGE FOLLOWS)

⁶ Per the “Table of Contents” to Appellant’s Petition to Reinstate, Appellant’s Petition allegedly included sections entitled “Introduction,” “Law and Argument,” “Statements of the Case and Facts,” and “Conclusion;” however, the Petition served on Respondents and filed with the Court appear to be incomplete as the only section readily identifiable within the Petition is labeled “Introduction.” Additionally, the “Introduction” section appears to be cut off mid-sentence.

s/Pamela J. Larson

Pamela J. Larson (SC Bar No. 104181)
WOMBLE BOND DICKINSON (US) LLP
5 Exchange Street (29401)
P.O. Box 999
Charleston, SC 29402
(843) 720-4630
Pamela.larson@wbd-us.com

*Attorney for Respondent Nationwide Insurance Company
and Joseph Tirbovich*

EXHIBIT 1

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHESTER

CIVIL ACTION NO: 2018-CP-12-00117

Heidi Gersten, Ivanka Ayoub, Daniel Hubbard,

Plaintiff,

**ORDER GRANTING DEFENDANTS
NATIONWIDE INSURANCE COMPANY'S
AND JOSEPH TURBOVICH'S MOTION TO
DISMISS**

vs.

Kevin Carter, Richard Davis, Joseph Tribovich, Nationwide Insurance Company, Interinsurance Exchange of the Automobile Club, John Ammendola, Trustguard Insurance Company, SC Department of Public Safety, Chevrolet, GMC, Unknown John Does,

Defendants.

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SC Court of Appeals

This matter comes before the Court upon Defendants Nationwide Mutual Insurance Company's ("Nationwide") and Joseph Tirbovich's ("Tirbovich") Motions to Dismiss. The Court held a hearing on these Motions and a number of other motions on September 5, 2018. For the reasons set forth below, Defendants Nationwide Mutual Insurance Company and Joseph Tirbovich's Motions are granted.

PROCEDURAL BACKGROUND

This action arises out of an automobile collision that took place on March 19, 2015 between a vehicle operated by Heidi Gersten and allegedly owned by Ivanka Ayoub and a vehicle operated and owned by Kevin Carter. Plaintiff Gersten originally filed a property damage arbitration claim on February 21, 2018 (hereinafter "Arbitration Action"). The claim

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named Kevin Carter, Richard Davis, Nationwide Mutual Insurance Company, Interinsurance of the Automobile Club, and Trustguard Insurance as defendants.

Gersten then created a "First Amended Claim for Property Damage Verified" (hereinafter "Amended Arbitration Complaint") on or about March 2, 2018, however, she did not file the Amended Arbitration Complaint at that time. The Amended Arbitration Complaint added Gersten's mother, Ivanka Ayoub, as a claimant and added Joseph Tirbovich and John Ammendola as additional defendants. Gersten and Ayoub never obtained an Amended Summons listing Ayoub as a claimant, and the Amended Arbitration Complaint was not filed until March 27, 2018.

On March 16, 2018, Gersten, Ayoub, and Daniel Hubbard filed the above-captioned case in Circuit Court purporting to seek recovery for injuries arising out of the same collision. In addition to the defendants named in the Amended Arbitration Complaint, the Plaintiffs named the South Carolina Department of Public Safety, Blackwell (*sic*), Chevrolet, GMC, and unknown John Doe defendants.

Kevin Carter, Richard Davis, and the other Defendants who have allegedly been served in the case filed motions to dismiss both cases.¹ Interinsurance Exchange sought to dismiss the Arbitration Action, in part, on the grounds that the arbitration panel lacked jurisdiction over some of the claims asserted in the Arbitration Action. On April 26, 2018, Judge Gibbons, acting as the Chief Administrative Judge for Chester County Circuit Court, entered an Order finding the claims asserted in the Arbitration Action were outside the scope of arbitration. Therefore, he transferred the Arbitration Action to the Common Pleas docket and consolidated the case with the Circuit Court action. (April 26, 2018 Form 4 Order). Because the cases have been

¹ The Court has no record of Blackwell, GMC, Chevrolet or any John Doe defendants being served. Furthermore, John Ammendola and Joseph Tirbovich deny that they have been served.

consolidated, this Order will address the allegations set forth in the Circuit Court Complaint. However, the Court has reviewed all three Complaints, and the Court's ruling would be the same regardless of which pleading(s) were in effect.

This case was set for a hearing on the various pending motions for September 5, 2018. The case was also placed on the non-jury roster for a merits hearing for the same week. Plaintiff Heidi Gersten filed a motion for continuance. At the hearing, the defendants all consented to continuing the merits hearing of the case, but they requested that the motions be heard. Gersten consented to the Court proceeding with hearing the various motions.

LAW

Nationwide's and Tirbovich's Motion to Dismiss seeks dismissal of all claims asserted against Nationwide and Tirbovich on the following grounds:

- a) Dismissal of all causes of action for failure to state facts sufficient to constitute a cause of action;
- b) Dismissal of all causes of action due to lack of standing;
- c) Dismissal of Daniel Hubbard's claims;
- d) Dismissal of Ivanka Ayoub's claims;
- e) Dismissal of all claims against Joseph Tirbovich for failure to properly serve the Summons and Complaint;

The Court will address each of these grounds in turn.

A. All Causes of Action as to Defendants Nationwide and Tirbovich.

The Complaint only references Joseph Tirbovich in the caption and is not mentioned anywhere else in the Complaint. Nationwide is only mentioned in one paragraph, stating "The Defendant Nationwide Mutual Insurance Company is a company maintaining and operating and

doing business in the State of North Carolina.” (Compl. ¶ 5). Pursuant to Rule 12(b)(6), SCRCPP, a Complaint should be dismissed if it fails “to state facts sufficient to constitute a cause of action.” Rule 12(b)(6), SCRCPP. The Complaint alleges no factual allegations against Defendants Nationwide and Tirbovich.

B. Dismissal Due to Lack of Standing

The Plaintiffs argue they have asserted a cause of action against Nationwide and Tirbovich. To the extent they seek to assert third-party claims against such a liability insurer, they lack standing to do so. *Kleckley v. Northwestern Nat. Cas. Co.*, 526 S.E.2d 218, 219 (S.C. 2000). In *Kleckley*, the Supreme Court held that third-party claimants have no standing to pursue a cause of action against a liability insurer. Thus, Plaintiffs do not have standing to assert any claims against Nationwide or its adjuster, Tirbovich in either the Civil Action Complaint or the Arbitration Action.

C. Daniel Hubbard’s claims.

Nationwide and Tirbovich moved to dismiss Daniel Hubbard’s claims on the ground that South Carolina does not recognize a cause of action for loss of a sibling’s consortium. However, Daniel Hubbard did not appear for the hearing on the Motions to Dismiss. Therefore, his claims are dismissed for failure to prosecute pursuant to Rule 41(b), SCRCPP.²

D. Ivanka Ayoub’s claims.

Plaintiff Ayoub appears to have asserted a property damage claim in the Amended Arbitration Complaint and a cause of action for loss of consortium in the Circuit Court Complaint. Ayoub is Gersten’s mother. The Circuit Court Complaint does not allege Ayoub

² Even if Hubbard had appeared at the hearing, his claim would nonetheless fail for the reasons set out in Part D.

was personally involved in the accident, but it does allege she “suffered, among other things, loss of consortium.” (Compl. ¶ 103).

Our Supreme Court has refused to recognize a cause of action in tort for filial loss of consortium. *See Doe v. Greenville County School Dist.*, 375 S.C. 63, 70, 651 S.E.2d 305, 308 (2007) (“Accordingly, in the absence of some action from the legislature, this Court has no authority upon which it could rely in finding that South Carolina law recognizes claims for loss of filial consortium.”).³ While South Carolina does recognize loss of spousal consortium, that cause of action was expressly recognized by the South Carolina General Assembly. *See* S.C. Code Ann. § 15-75-20. Our Supreme Court has held the absence of a similar statutory cause of action for filial loss of consortium indicates the General Assembly did not intend to recognize such causes of action. *See Greenville County School Dist.*, 375 S.C. at 69, 651 S.E.2d at 308.

Because South Carolina does not recognize claims for loss of filial consortium, the causes of action asserted by Ayoub in the Circuit Court Complaint must be dismissed.

E. All Other Causes of Action asserted by Plaintiffs

The Complaint lists eighteen separate causes of action. As it relates to Nationwide and Tirbovich, these causes of action merely allege the legal elements of various other causes of action, and several of these causes of action fail to even allege the basic legal elements. Rule 8(a) of the South Carolina Rules of Civil Procedure states that a pleading setting forth a cause of action “shall contain . . . a short and plain statement of the facts showing the pleader is entitled to relief.” Rule 8(a), SCRCPP. In reviewing a motion to dismiss pursuant to Rule 12(b)(6), the Court’s analysis is limited solely to the Complaint itself, and no other documents may be

³ *See also Taylor v. Medenica*, 324 S.C. 200, 479 S.E.2d 35 (1996) (declining to recognize loss of filial consortium claim of child relating to injury to parent); *Kirkland v. Sam’s East, Inc.*, 411 F. Supp. 2d 639, 641 (D.S.C. 2005) (“South Carolina does not recognize a cause of action for filial loss of consortium”).

considered. *See Woodell by Allen v. Marion School Dist. One*, 307 S.C. 297, 298, 414 S.E.2d 794, 794 (Ct. App. 1992). Moreover, a “trial court must dismiss a claim pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, if the pleadings, when taken in the light most favorable to the plaintiff, fail to allege sufficient facts to constitute a cause of action.” *Trancik v. USAA Ins. Co.*, 354 S.C. 549, 552, 581 S.E.2d 858, 860 (Ct. App. 2003).

Plaintiff must allege facts supporting each element of the causes of action asserted in the Complaint. She has failed to do so. Therefore, all causes of action against Nationwide and Tirbovich will be dismissed pursuant to Rule 12(b)(6).

CONCLUSION

For the above-stated reasons, the Court finds Defendants Nationwide Mutual Insurance Company’s and Joseph Tirbovich’s Motions should be granted. It is ORDERED, ADJUDGED, and DECREED that:

- 1) All causes of action asserted against Nationwide and Tirbovich are dismissed pursuant to Rule 12(b)(6), SCRCF.
- 2) All causes of action asserted against Nationwide and Tirbovich are dismissed for lack of standing;
- 3) The causes of action asserted by Daniel Hubbard are dismissed pursuant to Rule 41(b), SCRCF for failure to prosecute.
- 4) Ivanka Ayoub’s loss of consortium claim is dismissed pursuant to Rule 12(b)(6), SCRCF because South Carolina does not recognize a claim for filial loss of consortium.
- 5) All causes of action against Tirbovich are dismissed pursuant to Rule 12(b)(5) for Plaintiffs’ failure to serve him with the Summons and Complaint in either the Arbitration Action of the Civil Action.

It is so ORDERED.

John C. Hayes, III
Circuit Court Judge



Chester Common Pleas

Case Caption: Heidi Gersten , plaintiff, et al VS Kevin Carter , defendant, et al
Case Number: 2018CP1200117
Type: Order/Dismissal

So Ordered

s/John C. Hayes III 2049

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EXHIBIT 2

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHESTER COUNTY
Court of Common Pleas

Honorable John C. Hayes III, Circuit Court Judge
Honorable Brian M. Gibbons, Circuit Court Judge

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SC Court of Appeals

Case No. 2018-CP-12-00117
2018-AP-12-00074

Kevin Carter, Richard Davis,
Joseph Tirbovich, Nationwide
Mutual Insurance Co., Respondents,
Interinsurance Exchange of
the Automobile Club, John
Ammendola, Trustgard
Insurance Co., SC Dept. of
Public Safety, Blackwell,
Unknown John Does

v.

Heid Gersten, Ivanka Ayoub,
Daniel Hubbard Appellants.

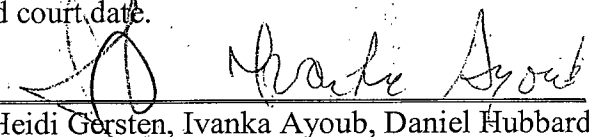
NOTICE OF APPEAL

Heidi Gersten, Ivanka Ayoub, Daniel Hubbard ('Appellants') appeal the orders [judgments] of the Honorable Judges Brian M. Gibbons and John C. Hayes III dated April 26, 2018, September 5, 2018 and October 16, 2018. Appellants received written notice of entry of some of these orders [judgments] on September 18-October 21, 2018.

This appeal is subject to being premature and a stay may be in order as there are orders left to be reconsidered and/or determined by the lower (circuit) court. The Appellants retain their filing as paid in full at the time of filing for all purposes of the orders made and/or pertaining to

and/or regarding, whether ruled on or not, said court date.

November 15, 2018


Heidi Gersten, Ivanka Ayoub, Daniel Hubbard
1438 W. Lantana Rd., #330
Lantana, FL 33462
(323) 245-6142
Appellants

Other Counsel of Record:

Wesley Brian Sawyer, Esquire
Murpy & Grantland, P.A.
4406 Forest Drive #B
Columbia, SC 29206
(Attorney for Kevin Carter and Richard Davis)
(803) 782-4100

David R. Sligh
P.O. Box 2116
Myrtle Beach, SC 29578
(Attorney for Nationwide Mutual Ins. Co)
(843) 213-5519

Peter H. Dworjanyn, Esquire and
Michael R. Burchstead, Esquire
Collins & Lacy, PC
1330 Lady Street, 6th Floor (29201)
Post Office Box 12487
Columbia, SC 29211
(Attorneys for Trustguard Insurance Company and
John Ammendola)
(803) 255-0404

William H. Davidson II, Esquire
Davidson & Lindemann, PA
P.O. Box 8568
Columbia, SC 29202
(Attorney for SC Dept. of Public Safety
and Herbert Blackwell)

Reynolds Williams
P.O. Box 1909
Florence, SC 29503-1909
(Attorney for Defendant Interinsurance Exchange
of the Automobile Club)
(843) 662-3258

Alexander S. Gogsette
P.O. Box 5478
Florence, SC 29502
(Attorney for Joseph Tirbovich)
(843) 656-4454

CERTIFICATE OF SERVICE
(2018-AP-12-00074)
(2018-CP-12-00117)

The undersigned, over 18 years of age and not a party to the said action, hereby certifies that (s)he has served the following named individuals with a copy of the foregoing: FILE NO: 2018-CP-12-00117/2018-AP-12-00074 **NOTICE OF APPEAL IN A CIVIL CASE** by mailing a copy of same to them in the U. S. Post Office mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

Wesley Brian Sawyer, Esquire
Murpy & Grantland, P.A.
4406 Forest Drive #B
Columbia, SC 29206
(Attorney for Kevin Carter and Richard Davis)

David R. Sligh
P.O. Box 2116
Myrtle Beach, SC 29578
(Attorney for Nationwide Mutual Ins. Co)

Peter H. Dworjanyn, Esquire and
Michael R. Burchstead, Esquire
Collins & Lacy, PC
1330 Lady Street, 6th Floor (29201)
Post Office Box 12487
Columbia, SC 29211
(Attorneys for Trustguard Insurance Company)

William H. Davidson II, Esquire
Davidson & Lindemann, PA
P.O. Box 8568
Columbia, SC 29202
(Attorney for SC Dept. of Public Safety
and Trooper Herbert Blackwell)

Reynolds Williams
P.O. Box 1909
Florence, SC 29503-1909
(Attorney for Defendant Interinsurance Exchange of the Automobile Club)

Alexander S. Gogsette
P.O. Box 5478
Florence, SC 29502
(Attorney for Joseph Tirbovich)

By: 

Boca Raton, Florida
November 15, 2018

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SC Court of Appeals

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Product Sale Final

Description Qty Price

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| (YORK, SC 29745) | | |
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| (Estimated Delivery Date) | | |
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| (COLUMBIA, SC 29202) | | |
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| (COLUMBIA, SC 29206) | | |
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| First-Class Mail Letter | 1 | \$0.50 |
| (Domestic) | | |
| (MYRTLE BEACH, SC 29578) | | |
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| (Estimated Delivery Date) | | |
| (Monday 11/19/2018) | | |
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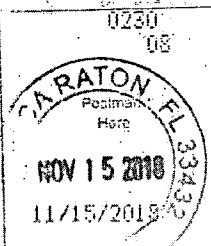
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COLUMBIA, SC 29202

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 Return Receipt (hardcopy) \$2.75
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 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.50
 Total Postage and Fees \$5.70



Sent To: *W. Williams*
 Street and Apt. No., or PO Box No.: *1330 Lady Street, 6th Floor*
 City, State, ZIP+4®: *Columbia, SC 29202*

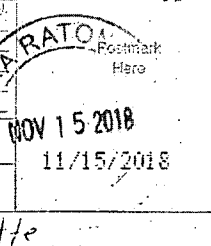
PS Form 3800, April 2016 PSN 7530-01-000-9072-2 (See Reverse for Instructions)

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Sent To: *Alexander Gogsette*
 Street and Apt. No., or PO Box No.: *P.O. Box 5478*
 City, State, ZIP+4®: *Florence, SC 29502*

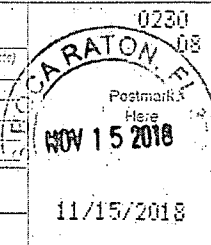
PS Form 3800, April 2016 PSN 7530-01-000-9072-2 (See Reverse for Instructions)

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 Extra Services & Fees (check box, add fee):
 Return Receipt (hardcopy) \$2.75
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.50
 Total Postage and Fees \$6.70



Sent To: *Peter M. Du...*
 Street and Apt. No., or PO Box No.: *1330 Lady Street, 6th Floor*
 City, State, ZIP+4®: *Columbia, SC 29201*

PS Form 3800, April 2016 PSN 7530-01-000-9072-2 (See Reverse for Instructions)

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 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.50
 Total Postage and Fees \$6.70



Sent To: *Wesley Brown Samuel*
 Street and Apt. No., or PO Box No.: *4706 Forest Dr #B*
 City, State, ZIP+4®: *Columbia, SC 29206*

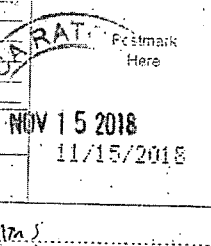
PS Form 3800, April 2016 PSN 7530-01-000-9072-2 (See Reverse for Instructions)

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FLORENCE, SC 29503

Certified Mail Fee \$3.45
 Extra Services & Fees (check box, add fee):
 Return Receipt (hardcopy) \$2.75
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.50
 Total Postage and Fees \$5.70



Sent To: *Reynolds Williams*
 Street and Apt. No., or PO Box No.: *130 Box 1909*
 City, State, ZIP+4®: *Florence, SC 29503-1909*

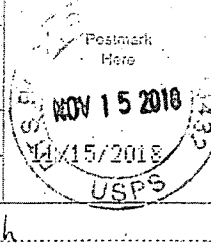
PS Form 3800, April 2016 PSN 7530-01-000-9072-2 (See Reverse for Instructions)

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MYRTLE BEACH, SC 29578

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 Extra Services & Fees (check box, add fee):
 Return Receipt (hardcopy) \$2.75
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00
 Postage \$0.50
 Total Postage and Fees \$6.70



Sent To: *David R. Singh*
 Street and Apt. No., or PO Box No.: *P.O. Box 2116*
 City, State, ZIP+4®: *Myrtle Beach, SC 29578*

PS Form 3800, April 2016 PSN 7530-01-000-9072-2 (See Reverse for Instructions)

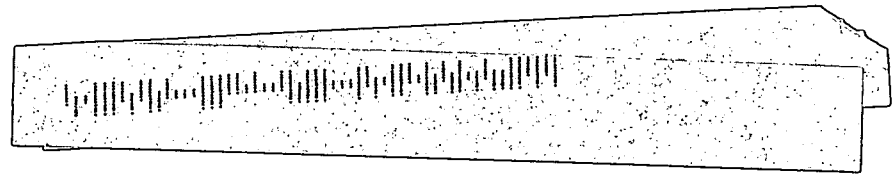
Heidi Gersten, IVANKA Ayoub,
1438 W. LANTANA Rd.
LANTANA, FL 33462



1000

29201-3769

U.S. POSTAGE PAID
FCM LG ENV
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NOV 26, 18
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SC Court of Appeals

SOUTH CAROLINA Court of Appeals
1220 Senate St.
Columbia, SC 29201

The South Carolina Court of Appeals

Heidi Gersten, Ivanka Ayoub, Daniel Hubbard, Plaintiffs,

Of whom Heidi Gersten and Ivanka Ayoub are
Appellants,

v.

Kevin Carter, Richard Davis, Joseph Tirbovich,
Nationwide Insurance Company, Interinsurance
Exchange of the Automobile Club, John Ammendola,
Trustguard Ins. Co., Blackwell, SC Department of Public
Safety, Chevrolet, GMC, Unknown John Does,
Respondents.

Appellate Case No. 2018-002115

The Honorable John C. Hayes, III,
The Honorable Brian M. Gibbons
Chester County

Trial Court Case No. 2018CP1200117, 2018CP1200074

ORDER

The time for serving and filing the amended return to the motion to dismiss filed by Kevin Carter and Richard Davis is hereby extended until April 15, 2019. If the amended return is not actually received in this office on or before April 15, 2019, the Court will consider only the motions and the filings previously received in this matter. No further extensions will be granted absent extraordinary circumstances.

FOR THE COURT

BY V. Claire Allen, Deputy
CLERK

FILED

April 9, 2019

Columbia, South Carolina

cc:

Heidi Gersten

Ivanka Ayoub

Peter H. Dworjanyn, Esquire

Michael Reid Burchstead, Esquire

Wesley Brian Sawyer, Esquire

William Reynolds Williams, Esquire

David Richard Sligh, Esquire

William H. Davidson, II, Esquire

The South Carolina Court of Appeals

Heidi Gersten, Ivanka Ayoub, Daniel Hubbard, Plaintiffs,

Of whom Heidi Gersten and Ivanka Ayoub are
Appellants,

v.

Kevin Carter, Richard Davis, Joseph Tirbovich,
Nationwide Insurance Company, Interinsurance
Exchange of the Automobile Club, John Ammendola,
Trustguard Ins. Co., Blackwell, SC Department of Public
Safety, Chevrolet, GMC, Unknown John Does,
Respondents.

Appellate Case No. 2018-002115

The Honorable John C. Hayes, III,
The Honorable Brian M. Gibbons
Chester County

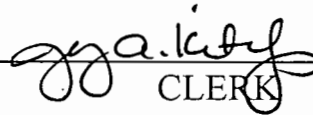
Trial Court Case No. 2018CP1200117, 2018CP1200074

ORDER

Appellant has failed to comply with the Court's order dated May 2, 2019.
Accordingly, this matter is dismissed. The remittitur will be sent as provided by
Rule 221(b), SCACR.

FOR THE COURT

BY


CLERK

FILED

May 14, 2019

Columbia, South Carolina

cc:

Heidi Gersten

Ivanka Ayoub

Peter H. Dworjanyn, Esquire

Michael Reid Burchstead, Esquire

Wesley Brian Sawyer, Esquire

William Reynolds Williams, Esquire

David Richard Sligh, Esquire

William H. Davidson, II, Esquire

RECEIVED

Dec 28 2022

SC Court of Appeals

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an attorney at law licensed to practice in the State of South Carolina, is attorney for Defendant and is a person of such age and discretion as to be competent to serve process.

That on December 28, 2022, she served a copy of the attached **NATIONWIDE INSURANCE COMPANY AND JOSEPH TIRBOVICH'S MOTION TO DISMISS APPEAL** by placing said copy in a first-class postpaid envelope and addressed to the person hereinafter named, at the place and address stated below, and by depositing said envelope and its contents in the United States Mail at Charleston, South Carolina.

Heidi Gersten
1438 West Lantana Rd. #330
Lantana, FL 33462

Shelley Sunderman Montague
Jessica W. Laffitte
Gallivan White Boyd
1201 Main Street
Columbia, SC 29201
(803) 779-1833

Wesley Brian Sawyer, Esquire
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, SC 29260

William H. Davidson, II, Esquire
Davidson, Wren & Plyler, P.A.
P.O. Box 8568
Columbia, SC 29202

Reynolds Williams, Esquire
Willcox, Buyck & Williams, P.A.
P.O. Box 1909
Florence, SC 29503

s/Pamela J. Larson

Pamela J. Larson

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she is an attorney at law licensed to practice in the State of South Carolina, is attorney for Defendant and is a person of such age and discretion as to be competent to serve process.

That on 2nd day of March, 2023, she served a copy of the attached **NATIONWIDE INSURANCE COMPANY AND JOSEPH TIRBOVICH'S RETURN TO APPELLANT'S PETITION FOR REINSTATEMENT** by placing said copy in a first-class postpaid envelope and addressed to the person hereinafter named, at the place and address stated below, and by depositing said envelope and its contents in the United States Mail at Charleston, South Carolina.

Heidi Gersten
1438 West Lantana Rd. #330
Lantana, FL 33462

Shelley Sunderman Montague
Jessica W. Laffitte
Gallivan White Boyd
1201 Main Street
Columbia, SC 29201
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Reynolds Williams, Esquire
Willcox, Buyck & Williams, P.A.
P.O. Box 1909
Florence, SC 29503

s/Pamela J. Larson

Pamela J. Larson

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Mar 02 2023
SC Court of Appeals