

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF BEAUFORT)	CIVIL ACTION NO.: 2022-CP-07-_____
)	
LISA SULKA,)	
)	
Plaintiff,)	
)	
v.)	COMPLAINT
)	(Jury Trial Demanded)
)	
C.C. "SKIP" HOAGLAND, CATHERINE)	
C. HOAGLAND AND PRIVILEGE)	
UNDERWRITERS RECIPROCAL)	
EXCHANGE COMPANY (PURE),)	
)	
Defendants.)	

The Plaintiff alleges that:

FOR A FIRST CAUSE OF ACTION

1. The Defendants C.C. "Skip" Hoagland and Catherine C. Hoagland are residents of Beaufort County, South Carolina and for this reason and because the most substantial part of the case occurred in Beaufort County venue is proper in Beaufort County.

2. The Defendant, Privilege Underwriters Reciprocal Exchange, hereinafter referred to as PURE, is an insurance company which is doing business in Beaufort County, South Carolina and because it is doing business in South Carolina it is subject to the jurisdiction of the Court. PURE insured the Hoagland Defendants for personal liability including defamation.

3. On July 26, 2017, the Plaintiff filed a complaint against C.C "Skip" Hoagland because of a number of defamatory statements made by Mr. Hoagland about Mrs. Sulka. PURE insured the Hoaglands for liability for the defamations.

4. On December 1, 2017, Mr. Hoagland, through his counsel hired by PURE, filed and served an answer to the complaint.

5. The parties engaged in discovery in the case and prepared the case for trial.

6. On December 10, 2015, Kim Likins filed a similar defamation case against the Defendant C.C “Skip” Hoagland. Mr. Hoagland was defended in the case by an attorney hired by PURE.

7. PURE filed a declaratory judgment action against Kim Likins and Lisa Sulka seeking to avoid coverage for their defamation cases against Mr. Hoagland but did not serve Ms. Likins with the lawsuit.

8. PURE provided an attorney for Mr. Hoagland for the lawsuit filed by Kim Likins, but the Hoaglands and PURE entered an agreement in 2018 which provided PURE did not have to provide liability insurance coverage for Mr. Hoagland in the Likins case and that PURE would pay Catherine C. Hoagland \$200,000.00 to release PURE from covering Mr. Hoagland’s liability in the Likins case. PURE and the Hoaglands agreed their agreement would be confidential and not disclosed. This agreement between the Hoaglands and PURE constitutes a civil conspiracy to harm Ms. Likins because it was an agreement to prevent Ms. Likins from being able to collect a civil judgment against Mr. Hoagland as Mr. Hoagland had transferred all of his assets to Ms. Hoagland.

9. On August 1, 2018, Kim Likins filed a lawsuit against PURE and Mr. and Ms. Hoagland contending among other assertions that the confidential agreement referred to above did not extinguish the liability coverage issued by PURE to the Hoaglands.

10. PURE settled the lawsuit brought by Ms. Likins on March 18, 2018, for \$400,000.00.

11. On June 26, 2020, Barrett Brewer, counsel for Mr. Hoagland in the Sulka v. Hoagland case, filed a motion to withdraw as a counsel for Mr. Hoagland because of Mr. Hoagland’s request that he no longer represents him.

12. Mr. Hoagland sought to further the conspiracy in Likins v. Hoagland and have PURE pay him to not provide coverage in the Sulka v. Hoagland case.

13. On June 1, 2021, Mr. Hoagland emailed Kody Krueger, a PURE representative, and stated

“Tell you what Kody, we need another release with you and Barrett, the same \$400K you paid crooked lawyer Alford and his illegal criminal act that of using public money to sue me.” He concluded the email by stating: “You honest fellows better make it right and will be much more money involved and many might be disbarred as well.”

14. PURE in Sulka v. Hoagland did not meet Mr. Hoagland’s demand as it had in the Likins case.

15. Mr. Hoagland in his notes states that he will try to settle with his wife’s insurance company as “I don’t want you [meaning Mrs. Sulka’s attorney] or Lisa Sulka profiting from the frivolous lawsuit. I did the same already with Ms. Sulka’s friend Kim Likins.”

16. The case of Sulka v. Hoagland was tried before a jury in Beaufort County beginning February 2, 2022 and a verdict was entered on February 3, 2022, in favor of Ms. Sulka for \$40 million dollars actual damages and \$10 million dollars punitive damages. The verdict is final and has not been appealed.

17. Mr. and Ms. Hoagland had liability insurance with PURE in the amount of allegedly seven (7) million dollars which was in effect to cover the defamations by Mr. Hoagland of Lisa Sulka.

18. Mr. Hoagland claims to be judgement proof and to have transferred all of his assets to his wife.

19. The Defendants have engaged in a conspiracy in which they attempt to deprive the Plaintiff of the ability to recover the damages caused by Mr. Hoagland's defamation of Plaintiff.

20. The Defendants entered into an agreement to unlawfully deprive the Plaintiff of the ability to collect a judgment in her defamation case against the Defendant C.C "Skip" Hoagland, and in furtherance of the conspiracy, C.C "Skip" Hoagland terminated the services of the attorney hired by PURE because PURE had paid him \$200,000.00 in the Likins case to release it from coverage and he demanded \$400,000.00 from PURE in Ms. Sulka's case.

21. The damages to the Plaintiff from the conspiracy is her inability to collect the judgment she has against C.C "Skip" Hoagland. The execution of the judgment against Mr. Hoagland was returned to the Clerk of Court by the Sheriff of Beaufort County stamped nulla bona which means uncollectible on June 16, 2022.

22. The Plaintiff is entitled to actual damages and because of the intentional and reckless conduct of the Defendants, the Plaintiff is entitled to punitive damages.

FOR A SECOND CAUSE OF ACTION

23. The allegations of the First Cause of Action are incorporated as if rewritten.

24. Prior to July 26, 2017, the day the summons and complaint in Lisa Sulka v. C.C. "Skip" Hoagland, et al was filed, C.C. "Skip" Hoagland transferred his personal and real estate assets entirely to his wife Catherine C. Hoagland, without any consideration.

25. Plaintiff contends that Mr. Hoagland made the transfers to his wife to become judgment proof so that if he defamed others, they would be unable to collect a judgment against him.

26. Since the transfers of assets, Catherine C. Hoagland has transferred large sums of money back to Mr. Hoagland to support his lifestyle.

27. The transfer of assets from Mr. Hoagland to Ms. Hoagland were made to prevent judgments from being collected against these assets and pursuant to § 27-23-10 to 27-23-30 South Carolina Code (1976), the transfers should be set aside.

FOR A THIRD CAUSE OF ACTION

28. The allegations for the First and Second Causes of Action are incorporated as if rewritten.

29. The payments by PURE to Catherine C. Hoagland to not provide liability coverage to cover C.C “Skip” Hoagland’s liability to Kim Likins for defamation violated South Carolina’s public policy in that a liability insurance policy is not solely for the protection of the insured and the injured party has an interest in the proceeds of the policy which should be protected.

30. The violation of South Carolina’s public policy in Likins v. Hoagland by the Defendant proximately caused the denial of insurance coverage to the Plaintiff in Sulka v. Hoagland.

FOR A FOURTH CAUSE OF ACTION

31. The allegations for the First, Second, and Third Causes of Action are incorporated as if rewritten.

32. The Defendants are estopped from contending that PURE does not have insurance coverage for the defamation of Ms. Sulka by C.C “Skip” Hoagland because of their conduct.

WHEREFORE Plaintiff prays for a judgment for actual damages, punitive damages and Order setting aside transfers, and for the cost of this action.

[SIGNATURE PAGE TO FOLLOW]

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ATTORNEYS FOR PLAINTIFF

July 15, 2022
Hampton, South Carolina