

THE STATE OF SOUTH CAROLINA
In The Supreme Court of South Carolina

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Benjamin H. Culbertson, Circuit Court Judge

Case No. 2010-CP-26-6873
(Court of Appeals Case No. 2012208006)

RECEIVED

AUG 12 2013

S.C. SUPREME COURT

Adam Corey Rabon, as Personal Representative
For the Estate of Erik Randall RabonAppellant,

v.

Huggins Beach Service, Inc., The City of Myrtle Beach
and Craig J. RisbourgRespondents.

AGREEMENT TO DISMISS

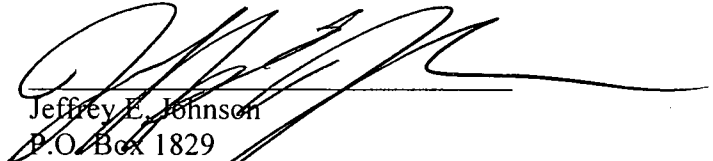
PURSUANT TO RULES 260(b), 261(b) and 222 SCACR

It is hereby stipulated and agreed by and between all parties that the APPEAL be DISMISSED pursuant to Rule 260(b), SCACR for the reason that the parties have resolved their differences and have entered in a written settlement agreement. The above appeal was remanded to the circuit court on July 11, 2013 for approval of the settlement agreement. Pursuant to Rule 261(b), SCACR, such Agreement for the Wrongful Death and Survivorship claims has been approved by the Court of Common Pleas for the Fifteenth Judicial Circuit on July 29, 2013 by the Honorable Larry B. Hyman in common pleas case number 2010-CP-26-06873; attached hereto. The parties further stipulate and agree to deviate from the requirements of Rule 222(a), SCACR and bear their own costs related to the Appeal.

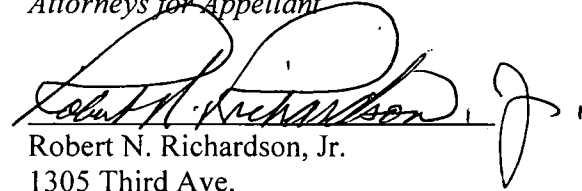
We so stipulate and agree for this Honorable Court to dismiss this pending APPEAL.

Aug
July 1, 2013

WE SO STIPULATE:



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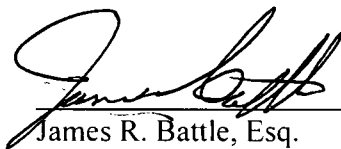
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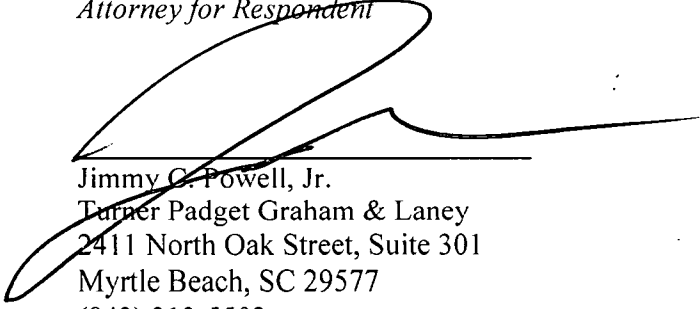
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STATE OF SOUTH CAROLINA)
)
COUNTY OF HORRY)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2010-CP-26-6873

Adam Corey Rabon, as Personal)
Representative for the Estate of)
Erik Randall Rabon,)

Plaintiff,)

vs.)

Huggins Beach Service, Inc., the City of)
Myrtle Beach and Craig J. Risbourg,)

Defendants.)

**ORDER APPROVING WRONGFUL
DEATH SETTLEMENT**

**HORRY COUNTY
15 JUL 29 AM 10:15
MAYNIE HUGGINS-WARD
CLERK OF COURT**

This matter comes before me pursuant to S. C. CODE ANN. §§ 15-51-41, *et. seq.*, and upon the attached verified Petition of Adam Corey Rabon, as Personal Representative of the Estate of Erik Randall Rabon for an Order approving and confirming the settlement set out in said Petition. The Petition is incorporated herein by reference and fully made a part of this Order.

This action is brought by the Petitioner seeking to recover for claims arising under the wrongful death statute and survival statute. The parties have litigated this case and have negotiated a settlement prior to trial. It is Petitioner's opinion that the settlement is a proper one, and that the same should be authorized and approved.

It is represented to me that the terms of the settlement proposed between the parties calls for payment on behalf of Defendants Huggins Beach Service, Inc. and Craig J. Risbourg by United Financial Casualty Company, through liability insurance coverage under Policy No. Policy No. 05320858-1, the sum of ONE MILLION AND NO/100 - (\$1,000,000.00) -

DOLLARS. The City of Myrtle Beach shall pay the sum of ONE HUNDRED THOUSAND AND NO/100 – (\$100,000.00) – DOLLARS.

The parties have proposed that ONE MILLION AND NO/100 – (\$1,000,000.00) – DOLLARS should be allocated to any and all claims for wrongful death and the sum of ONE HUNDRED THOUSAND AND NO/100 – (\$100,000.00) – DOLLARS should be allocated to any and all claims for conscious pain and suffering. Under the circumstances presented, I find this to be a reasonable allocation between the claims.

Additionally, the Petitioner has agreed to satisfy the lawful and legally viable medical bills and liens as set forth in the Petition. I find the agreement for the Petitioner to satisfy the lawful and legally viable claims from the proceeds of this settlement to be appropriate and direct the Petitioner to do as contained herein.

After due consideration and inquiry into the circumstances surrounding the accident out of which the cause of action or claim and proposed settlement arose, I find and conclude that this agreement for compromise is just and reasonable and in the best interest of the Personal Representative of the Estate of Erik Randall Rabon.

Therefore, I am of the opinion and so find that the settlement should be approved and confirmed as provided by S. C. CODE ANN. §§ 15-51-41, *et. seq.*

NOW, THEREFORE,

IT IS ORDERED that the compromise, as recited in the Petition, be and hereby is approved as a fair, just and reasonable settlement of the contest and controversy existing between the Estate of Erik Randall Rabon, his heirs and beneficiaries, and Defendants Huggins Beach Service, Inc., the City of Myrtle Beach, and Craig J. Risbourg, and United Financial Casualty Company, through its liability insurance coverage being paid under Policy No. 05320858-1. The

parties shall make payment in the amounts set forth above.

IT IS FURTHER ORDERED that the Personal Representative of the Estate of Erik Randall Rabon, whose actions are binding upon the Estate of Erik Randall Rabon, is directed, authorized and empowered to execute such Settlement Agreement and Release or to take any appropriate action to effectuate and consummate the settlement, thereby relieving and forever discharging Defendants Huggins Beach Service, Inc., the City of Myrtle Beach, and Craig J. Risbourg, and United Financial Casualty Company from any liability whatsoever and from all claims and demands of whatsoever nature, including, but not limited to, all causes of action under the wrongful death statute and the survival statute, which the decedent, Erik Randall Rabon, his survivors, heirs, beneficiaries and/or representatives have or might have arising out of said accident. As set forth above, ONE HUNDRED THOUSAND AND NO/100 – (\$100,000.00) – DOLLARS is being allocated to any and all claims for conscious pain and suffering under the survival statute and the ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS is being allocated under the wrongful death statute.

IT IS FURTHER ORDERED THAT

1. Petitioner, in his role as Personal Representative of the Estate, retained the legal services of Jeffrey E. Johnson, Esquire, and Robert N. Richardson, Jr., Esquire, in Conway, South Carolina, and has incurred attorneys' fees of THREE HUNDRED SIXTY SIX THOUSAND SIX HUNDRED SIXTY SIX DOLLARS AND 66/100 – (\$366,666.66) – DOLLARS and costs of TWENTY THOUSAND SIX HUNDRED FORTY-EIGHT AND 62/100 – (\$20,648.62) – DOLLARS which shall be paid directly out of the settlement funds.

2. Grand Strand Regional Medical Center's creditor claim of ONE MILLION FIVE HUNDRED NINETY SIX HUNDRED FIFTY EIGHT AND 41/100 – (\$1,590,658.41) –

DOLLARS and Grand Strand Regional Medical Center's, c/o Probate Recovery Systems, LLC claim of FIVE HUNDRED TWO THOUSAND SIX HUNDRED FIFTY NINE AND 77/100 – (\$502,655.77) – DOLLARS have both been satisfied by Satisfaction of Creditor's Claims.

3. The Department of Health and Human Services has an outstanding lien in the sum of THREE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED NINETY THREE AND 10/100 – (\$383,793.10) – DOLLARS. Through negotiations with Counsel for the Petitioner, the lien has been reduced to TWO HUNDRED EIGHTY SEVEN THOUSAND EIGHT HUNDRED FORTY FOUR AND 83/100 – (\$287,844.83) – DOLLARS which will be paid directly out of the settlement funds by Counsel for Petitioner.

4. Your Petitioner agrees to satisfy the lawful and legally viable medical bills and medical liens, as set forth herein, arising from the treatment of Erik Randall Rabon, the decedent, for injuries allegedly sustained in this incident from the proceeds of this settlement as directed herein.

5. The sum of ONE HUNDRED THREE THOUSAND NINE HUNDRED SIXTY-THREE AND 33/100 – (\$103,963.33) – DOLLARS shall be paid directly to Adam Corey Rabon, as Personal Representative for the Estate of Erik Randall Rabon for all claims under the survival statute by Counsel for Petitioner.

6. The remaining sum of THREE HUNDRED TWENTY THOUSAND EIGHT HUNDRED SEVENTY SIX AND 56/100 – (\$320,876.56) – DOLLARS shall be paid through a structured settlement annuity being paid on behalf of Summer Elizabeth Rabon, the biological daughter and beneficiary of the decedent, to be funded by United Financial Casualty Company for any and all claims arising from the subject incident.

7. United Financial Casualty Company shall fund the purchase of an Internal

Revenue Code Section 130 qualified structured settlement annuity from Metropolitan Life Insurance Company for the sum of THREE HUNDRED TWENTY THOUSAND EIGHT HUNDRED SEVENTY SIX AND 56/100 – (\$320,876.56) – DOLLARS for the purpose of making future periodic payments to, or for the benefit of, Summer Elizabeth Rabon, as described below:

PAYEE: Shannon Elizabeth Stike, as Conservator of Summer Elizabeth Rabon, for the benefit of Summer Elizabeth Rabon

ONE THOUSAND FIVE HUNDRED AND NO/100 – (\$1,500.00) – DOLLARS payable monthly for eight (8) years guaranteed, for a total of ninety-six (96) payments, beginning March 15, 2013, through and including February 21, 2021.

Guaranteed Lump Sum payment of TWENTY THOUSAND AND NO/100 – (\$20,000.00) – DOLLARS payable on February 23, 2016.

PAYEE: Summer Elizabeth Rabon

Guaranteed Lump Sum payment of TWENTY FIVE THOUSAND AND NO/100 – (\$25,000.00) – DOLLARS lump sum payable on February 23, 2021.

Guaranteed Lump Sum payment of THIRTY THOUSAND AND NO/100 – (\$30,000.00) – DOLLARS lump sum payable on February 23, 2025.

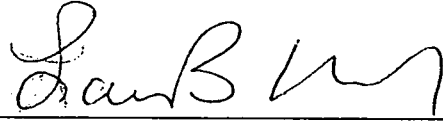
Guaranteed Lump Sum payment of FORTY THOUSAND AND NO/100 – (\$40,000.00) – DOLLARS lump sum payable on February 23, 2027.

Guaranteed Lump Sum payment of ONE HUNDRED FIFTY FOUR THOUSAND SEVEN HUNDRED EIGHT AND 97/100 – (\$154,708.97) – DOLLARS lump sum payable on February 23, 2030.

Payments being paid on behalf of Summer Elizabeth Rabon, a minor, shall be made payable to Shannon Elizabeth Stike, as Conservator for Summer Elizabeth Rabon, until said

minor reaches her age of majority on February 23, 2018. Thereafter, the periodic payments shall be made payable directly to Summer Elizabeth Rabon. Upon payment of all claims, this case shall be dismissed with prejudice.

AND IT IS SO ORDERED.



Presiding Judge
Fifteenth Judicial Circuit

7-29-, 2013