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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas
The Hon. Heath P. Taylor, Circuit Court Judge

Appellate Case No. 2024-000677

Jennifer Pringle and Dewayne Pringle,..... Plaintiffs,

Of Whom Jennifer Pringle is theAppellant,

v.

Mackenzie Alice Hunt and Thomas Christopher Newman, Respondents.

RECORD ON APPEAL

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INDEX

ORDERS

Form 4 Order Granting Respondents’ Motion to Enforce Settlement.....1
Form 4 Order Denying Appellant’s Rule 59(e) Motion.....4

PLEADINGS

Summons and Complaint.....7
Answer.....16
Respondents’ Motion to Enforce Settlement.....22
Respondents’ Memorandum in Support of Motion to Enforce Settlement.....25
Appellant’s Supplemental Memorandum in Opposition to Motion to Enforce Settlement.....56
Appellant’s Rule 59(e) Motion.....61
Notice of Appeal.....62

TRANSCRIPTS

Transcript of Hearing on Motion to Enforce Settlement.....75
Certificate of Counsel.....89

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Dorchester
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP1802077

Jennifer Pringle et al

PLAINTIFF(S)

Mackenzie Alice Hunt et al

DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (CHECK REASON): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN** (CHECK REASON): Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

Defendants' motion to enforce settlement as to Plaintiff Jennifer Pringle is hereby granted. Plaintiff Jennifer Pringle shall sign and return the Covenant Not to Execute in favor of State Farm and its insureds.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/06/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2024 Mar 06 2:47 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1802077



Dorchester Common Pleas

Case Caption: Jennifer Pringle , plaintiff, et al VS Mackenzie Alice Hunt , defendant,
et al
Case Number: 2023CP1802077
Type: Order/Electronic Form 4

IT IS SO ORDERED.

Heath P. Taylor

Electronically signed on 2024-03-06 13:52:31 page 3 of 3

ELECTRONICALLY FILED - 2024 Mar 06 2:47 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1802077

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Dorchester
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP1802077

Jennifer Pringle et al
PLAINTIFF(S)

Mackenzie Alice Hunt et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (*CHECK REASON*): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN** (*CHECK REASON*): Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

Plaintiff's Rule 59(e) Motion to Alter or Amend is denied.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/26/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2024 Mar 26 10:56 AM - DORCHESTER - COMMON PLEAS - CASE#2023CP1802077



Dorchester Common Pleas

Case Caption: Jennifer Pringle , plaintiff, et al VS Mackenzie Alice Hunt , defendant,
et al
Case Number: 2023CP1802077
Type: Order/Electronic Form 4

IT IS SO ORDERED.

Heath P. Taylor

Electronically signed on 2024-03-26 10:20:31 page 3 of 3

ELECTRONICALLY FILED - 2024 Mar 26 10:56 AM - DORCHESTER - COMMON PLEAS - CASE#2023CP1802077

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FOR THE 1ST JUDICIAL CIRCUIT
CASE NO: 2023-CP-18

Jennifer Pringle and Dewayne Pringle,

Plaintiffs,

v.

Mackenzie Alice Hunt and Thomas
Christopher Newman,

Defendants.

**SUMMONS
(Jury Trial Demanded)**

TO: THE DEFENDANTS 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 upon the Plaintiffs or Plaintiffs’ attorneys, Mary Catherine Harbin and Lane D. Jefferies, at their offices at 32 Ann Street, Charleston, South Carolina, 29403, within (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, Plaintiffs will apply to the court for the relief demanded in the Complaint.

Dated at Charleston, South Carolina on December 4, 2023.

POULIN | WILLEY | ANASTOPOULO, LLC

s/Mary Catherine Harbin
Mary Catherine Harbin, Esquire
S.C. Bar No.: 104146
Lane D. Jefferies, Esquire
S.C. Bar No.: 101764
Poulin | Willey | Anastopoulos, LLC
32 Ann Street
Charleston, SC 29403
(803) 222-2222
teamharbin@poulinwilley.com

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FOR THE 1ST JUDICIAL CIRCUIT
CASE NO: 2023-CP-18

Jennifer Pringle and Dewayne Pringle,

Plaintiffs,

v.

Mackenzie Alice Hunt and Thomas
Christopher Newman,

Defendants.

**COMPLAINT
(Jury Trial Demanded)**

The Plaintiffs, complaining of the Defendants, alleges and says as follows:

CASE SYNOPSIS

1. That on or about September 8, 2022, Plaintiffs were driving West on U.S. Highway 176 when the unexpected happened.
2. Defendant Mackenzie Alice Hunt failed to yield to the right of way and continued through an intersection resulting in a collision with the Plaintiffs.
3. At the time of the collision, Defendant Thomas Christopher Newman owned the vehicle that Defendant Mackenzie Alice Hunt was driving.
4. As a result of the Defendants' negligence, Plaintiffs suffered severe and significant injuries resulting in combined medical bills in excess of \$50,000.00.

SPECIFIC AVERMENTS

5. That the Plaintiff, Jennifer Pringle, is a citizen and resident of Dorchester County, State of South Carolina.
6. That the Plaintiff, Dewayne Pringle, is a citizen and resident of Dorchester County, State of South Carolina.
7. That Plaintiff Jennifer Pringle and Plaintiff Dewayne Plaintiff are herein collectively referred to as "Plaintiffs" and each individually by name or as "Plaintiffs."
8. That upon information and belief, Defendant Mackenzie Alice Hunt, (herein referred to as

“Defendant Driver”) is a citizen and resident of Dorchester County, State of South Carolina, and resides at 271 Forest Lane, Harleyville, South Carolina 29448.

9. That upon information and belief, Defendant Thomas Christopher Newman, (herein referred to as “Defendant Owner”) is a citizen and resident of Dorchester County, State of South Carolina, and resides at 271 Forest Lane, Harleyville, South Carolina 29448.
10. That the motor vehicle collision that is the subject of this action occurred in Berkeley County, State of South Carolina.
11. That this Court has jurisdiction over the parties and the subject matter of this action.
12. That on or about September 8, 2022, the Plaintiffs were lawfully driving west on U.S. Highway 176 in a 2007 GMC Yukon XL 1500 Denali with VIN# 1GKFK66837J396342 and South Carolina license plate V52062.
13. That at or about the same time, Defendant Driver was stopped at stop sign at the intersection Mudville Road, and U.S. Highway 176 before Defendant Driver proceeded into the intersection going north in a 2004 Ford Explorer XLS with VIN# 1FMDU72K44UA13616 and South Carolina license plate PGX561.
14. That Plaintiffs were lawfully driving west on U.S. Highway 176 through the intersection.
15. That Defendant failed to yield the right of way to Plaintiffs and entered the intersection directly in front of Plaintiffs and caused a violent collision.
16. That at all times material hereto, Defendant Driver had a duty to operate Defendant Driver’s vehicle in a safe and prudent manner and to avoid injuring other motorists, bicyclists, and/or pedestrians.
17. That the collision and the resulting injuries and damages to Plaintiff were caused directly and proximately by one or more of the following negligent, negligent *per se*, grossly

negligent, careless, reckless, willful, wanton and unlawful acts, and/or omissions of the Defendants in any one or more of the following respects:

As to Defendant Driver:

- a. In failing to keep a proper lookout while operating the vehicle;
- b. In failing to maintain control of the vehicle;
- c. In failing to keep a safe distance from Plaintiff;
- d. In failing to use due care;
- e. In failing to properly observe the road and traffic conditions;
- f. In failing to obey traffic laws and/or signs;
- g. In failing to use Defendant Driver's horn, if Defendant Driver had any;
- h. In traveling too fast for conditions;
- i. In failing to properly maintain the vehicle;
- j. In failing to yield the right of way;
- k. In failing to apply Defendant Driver's brakes or use Defendant Driver's steering mechanism to avoid the collision;
- l. In negligently and carelessly operating the vehicle in a high and excessive rate of speed under the circumstances then and there existing;
- m. In operating the vehicle at a high rate of speed and far in excess of the reasonable and prudent speed under the circumstances and conditions then and there existing;
- n. In operating the vehicle without using due care and without regard for safety and rights of Plaintiff;
- o. In operating the vehicle in a negligent, grossly negligent, careless, reckless,

willful, wanton and unlawful manner so as to create a dangerous situation;

- p. In failing to exercise the degree of care and caution that a reasonable and prudent person would have exercised under the circumstances then and there prevailing;
- q. In negligently and carelessly operating the vehicle in such a manner to cause the vehicle to strike Plaintiff and cause personal injuries;
- r. In any other acts that represent a breach of the statutory or common laws of the State of South Carolina; and
- s. In any other such manner that Plaintiff may become aware of through discovery and/or at trial.

As to Defendant Owner:

- a. In negligently entrusting the vehicle to someone they knew or should have known would operate the vehicle without using due care and without regard for the safety and rights of the public using the highway and the Plaintiffs in particular;
- b. In negligently entrusting the vehicle to someone they knew or should have known would operate the vehicle in a negligent, grossly negligent, careless, reckless, willful, wanton and unlawful manner as to create a dangerous situation and render an accident inevitable, in utter disregard of the laws of the State of South Carolina;
- c. In negligently entrusting the vehicle to someone they knew or should have known would fail to exercise that degree of care that a reasonable and prudent person would have exercised under the same or similar circumstances;

- d. In failing to appreciate the gravity and seriousness of having an unsafe, unqualified, incompetent driver use their vehicle;
- e. In failing to ensure that the driver of their vehicle would comply with all statutory codes and regulations;
- f. In failing to use due care;
- g. In any other acts that represent a breach of the statutory or common laws of the State of South Carolina or the United States; and
- h. In any other such manner that Plaintiff may become aware of through discovery and/or at trial.

18. That at all times material to the collision made the basis of this action, the 2004 Ford Explorer XLS that was being driven by Defendant Driver was owned, possessed and/or under the control of Defendant Owner.

19. That as a direct and proximate result of the negligence, gross negligence, carelessness, recklessness, willfulness and wantonness of the Defendant, as is set forth more fully above, Plaintiffs were injured, have endured pain and suffering, have suffered mentally and emotionally, and has incurred, and will incur, various medical expenses, and has otherwise been damaged and injured.

20. That as a direct and proximate result of the negligence, gross negligence, carelessness, recklessness, willfulness and wantonness of the Defendant, as is set forth more fully above, Plaintiff has been damaged and injured in the following respects:

As to Plaintiff Jennifer Pringle:

- a) Plaintiff has been required to expend a significant amount of money for Plaintiff's medical care, treatment and attendant services;

- b) Upon information and belief, the nature of Plaintiff's injuries will require Plaintiff to expend a significant amount of money for medical care, treatment and attendant services in the future;
- c) The pain of Plaintiff's injuries has resulted in loss of enjoyment of life and change in Plaintiff's personality, all to permanent detriment to Plaintiff's health and physical well-being; and
- d) Upon information and belief, the Plaintiff was required to expend significant amounts of money to replace and repair property damage caused in the collision;
- e) Plaintiff has been unable to work and has been deprived of income; and
- f) Upon information and belief, the nature of Plaintiff's injuries will deprive Plaintiff of employment opportunity and income in the future.

As to Plaintiff Dewayne Pringle:

- a) Plaintiff has been required to expend a significant amount of money for Plaintiff's medical care, treatment and attendant services;
- b) Upon information and belief, the nature of Plaintiff's injuries will require Plaintiff to expend a significant amount of money for medical care, treatment and attendant services in the future;
- c) The pain of Plaintiff's injuries has resulted in loss of enjoyment of life and change in Plaintiff's personality, all to permanent detriment to Plaintiff's health and physical well-being; and
- d) Upon information and belief, the Plaintiff was required to expend

significant amounts of money to replace and repair property damage caused in the collision.

21. That Defendants' acts and omissions, as are set forth more fully above, show willful misconduct, malice, wantonness and an entire want of care, raising a presumption of the Defendants' conscious indifference to the consequences of such acts and omissions.
22. That because of the Defendants' acts and omissions and the proximate harm resulting to Plaintiffs, Plaintiffs should be awarded punitive damages in an amount to be determined by the trier of fact, in order to punish and penalize the Defendants and to deter the Defendants and others from similar behavior.
23. That upon information and belief, Plaintiffs are entitled to judgment against the Defendants for actual, compensatory and exemplary or punitive damages for Plaintiffs' personal injuries and property damages set forth herein in an amount that is fair, just and reasonable under the circumstances, plus whatever costs, interest and attorney fees that Plaintiffs may be entitled, to be determined by a jury.

WHEREFORE, the Plaintiffs prays for judgment against the Defendants for an amount to be ascertained by the jury at the trial of this action, for all damages, punitive and actual, for the cost and disbursements of this action, post judgment interest, and for such other and further relief, in law or in equity, as this court may deem just and proper.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully submitted,

POULIN | WILLEY | ANASTOPOULO, LLC

s/Mary Catherine Harbin

Mary Catherine Harbin, Esquire

S.C. Bar No.: 104146

Lane D. Jefferies, Esquire

S.C. Bar No.: 101764

Poulin | Willey | Anastopoulo, LLC

32 Ann Street

Charleston, SC 29403

(803) 222-2222

Charleston, South Carolina
December 4, 2023

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Jennifer Pringle and Dewayne Pringle,

Plaintiffs,

vs.

Mackenzie Alice Hunt and Thomas
Christopher Newman,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT

CASE NO.: 2023-CP-18-002077

**DEFENDANTS' ANSWER TO
PLAINTIFFS' COMPLAINT**

(Jury Trial Demanded)

**TO: MARY CATHERINE HARBIN, ESQ. AND JANE D. JEFFERIES, ESQ.,
ATTORNEYS FOR PLAINTIFFS**

The Defendants, Mackenzie Alice Hunt and Thomas Christopher Newman, answering the Complaint of the Plaintiffs, above named, and responding to the allegations as follows:

1. Each and every allegation of the Complaint which is not specifically admitted is denied, and strict proof is demanded thereof.

2. Responding to Paragraph 1 of Plaintiffs' Complaint, Defendants admit, upon information and belief, that Plaintiffs were driving West at said time and place. Defendants lack sufficient knowledge and information to form a belief as to the truth of the remaining allegations in Paragraph 1 of the Complaint.

3. Responding to Paragraph 2 of Plaintiffs' Complaint, Defendants admit only that the vehicle driven by Defendant Hunt made contact with the vehicle driven by Plaintiff Dewayne Pringle. The remaining allegations in Paragraph 2 of the Complaint are denied.

4. The allegations in Paragraph 3 of Plaintiffs' Complaint do not require a response from Defendants, as they call for legal conclusions. To the extent that a response is necessary, Defendants admit only that Defendant Newman's name was on the title of the involved vehicle. The remaining allegations contained in Paragraph 3 are denied.

5. Defendants lack sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 4 of the Complaint.

6. Upon information and belief, Defendants admit the allegations contained in Paragraphs 5 through 7 of Plaintiffs' Complaint.

7. Defendants deny the allegations in Paragraph 8 of Plaintiffs' Complaint.

8. Defendants admit the allegations in Paragraphs 9 and 10 of Plaintiffs' complaint.

9. The allegations in Paragraph 11 of Plaintiffs' Complaint do not require a response from Defendants, as they call for legal conclusions. To the extent that a response is necessary, Defendants lack sufficient knowledge and information to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint.

10. Responding to the allegations in Paragraph 12 of the Complaint, upon information and belief, Defendants admit only that Plaintiffs were driving said vehicle at said time and place. Defendants lack sufficient knowledge and information to form a belief as to the truth of the remaining allegations in Paragraph 12.

11. Defendant Hunt admits the allegations contained in Paragraph 13 of Plaintiff's Complaint.

12. Responding to the allegations in Paragraph 14 of the Complaint, upon information and belief, Defendants admit only that Plaintiffs were driving at said place. Defendants lack sufficient knowledge and information to form a belief as to the truth of the remaining allegations in Paragraph 14.

13. Defendant Hunt denies the allegations in Paragraph 15 of the Complaint.

14. Defendant Hunt admits the allegations in Paragraph 16 of the Complaint.

15. Defendants deny the allegations contained in Paragraph 17 of Plaintiffs' Complaint, including all subparts.

16. Defendants deny the allegations in Paragraphs 18 through 23 of Plaintiffs' Complaint, including all subparts.

17. Defendants deny Plaintiffs' prayer for relief.

FOR A FIRST DEFENSE
(Reservation and Non-Waiver)

18. Defendants have not had an opportunity to conduct a thorough investigation or to engage in sufficient discovery regarding the circumstances of the Plaintiffs' allegations. Accordingly, Defendants reserve their right to amend this Answer to assert additional defenses as may arise during the discovery process.

FOR A SECOND DEFENSE
(Lack of Proximate Cause)

19. All or a portion of Plaintiffs' damages claimed in this case were not proximately caused by the subject motor vehicle collision, and this defense of lack of proximate cause is pled as a complete and total defense to all claims.

FOR A THIRD DEFENSE
(Comparative Negligence)

20. That the injuries and damages sustained by Plaintiffs, if any, were due to and caused by and were the direct and proximate result of the negligence, carelessness, recklessness, willfulness and wantonness of Plaintiffs, and recovery should be barred or reduced in proportion to Plaintiffs' negligence as provided by law.

FOR A FOURTH DEFENSE
(Comparative Negligence Reduction)

21. In the event the alleged negligence of the Defendants operated as a fifty (50%) percent or greater proximate cause of the accident, which is expressly denied, Defendants are entitled to a reduction of any amount awarded to Plaintiffs in an amount equal to that percentage of their negligence, recklessness, and carelessness.

FOR A FIFTH DEFENSE
(Failure to State a Claim)

22. The Complaint fails to state facts sufficient to constitute a cause of action and the Complaint should be dismissed pursuant to the provisions of SCRCP Rule 12(b)(6).

FOR A SIXTH DEFENSE
(Failure to Mitigate Damages)

23. That the Plaintiffs have failed to take prompt and reasonable action under the circumstances to avoid the occurrence of additional damages and such failure to mitigate damages constitutes a complete defense as to that portion of damages which could have been otherwise avoided by reasonable and prompt action on the part of the Plaintiffs.

FOR A SEVENTH DEFENSE
(Punitive Damages Unconstitutional - Procedural Due Process)

24. To the extent that the Complaint seeks punitive or exemplary damages, it violates the rights of the Defendants to procedural due process under the Fourteenth Amendment of the United States Constitution and the Constitution of the State of South Carolina, and therefore fails to state a cause of action upon which either exemplary or punitive damages can be awarded.

FOR AN EIGHTH DEFENSE
(Punitive Damages Unconstitutional - Substantive Due Process)

25. To the extent that the Complaint seeks punitive or exemplary damages, it violates the Defendants' rights to substantive due process as provided in the Fifth and Fourteenth Amendments of the United States Constitution and the Constitution of the State of South Carolina, and therefore fails to state a cause of action upon which either exemplary or punitive damages can be awarded.

FOR A NINTH DEFENSE
(Bifurcated Jury Trial)

26. To the extent that punitive damages are claimed, the Defendants reserve their right to request a bifurcated jury trial pursuant to §15-32-200 et. seq. and to request the court limit any award of punitive damages which the jury may make in accordance with the provisions and caps on punitive damages provided by S.C. Code Annotated §15-32-530 and as further limited by the Constitution of the United States.

FOR A TENTH DEFENSE
(Accord and Satisfaction/Release/Enforceable Settlement)

27. Defendants accepted Plaintiff Jennifer Pringle's pre-suit *Tyger River* Time Demand and issued a cashier's check to Jennifer Pringle in the amount of \$37,957.18 on

July 14, 2023. To the extent that Plaintiff Jennifer Pringle has received payment in full satisfaction of any of the alleged injuries and/or claims against Defendants, the Complaint as to Plaintiff Jennifer Pringle is barred by the equitable doctrine of accord and satisfaction.

FOR AN ELEVENTH AFFIRMATIVE DEFENSE AS TO DEFENDANT MACKENZIE
ALICE HUNT ONLY
(Improper Process)

28. That the process issued in the within action is insufficient and, therefore, the within action should be dismissed pursuant to the provisions of SCRPC Rule 12(b)(4).

FOR A TWELFTH AFFIRMATIVE DEFENSE AS TO DEFENDANT MACKENZIE
ALICE HUNT ONLY
(Improper Service of Process)

29. That service of process was insufficient in the within action and, therefore, the within action should be dismissed pursuant to the provisions of SCRPC Rule 12(b)(5).

WHEREFORE, having fully answered the Complaint of the Plaintiffs, the Defendants pray for a trial by jury and that the Plaintiffs' Complaint be dismissed, together with the costs and disbursements of this action and for such other and further relief as this Court may deem just and proper.

CLAWSON and STAUBES, LLC

s/ Megan E. Wheeler
Megan E. Wheeler
Bar No.: 105879
126 Seven Farms Drive, Suite 200
Charleston, South Carolina 29492-8144
Phone: (843) 577-2026
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Attorney for Defendant

Charleston, South Carolina
December 19, 2023

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Jennifer Pringle and Dewayne Pringle,

Plaintiffs,

vs.

Mackenzie Alice Hunt and Thomas
Christopher Newman,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT

CASE NO.: 2023-CP-18-002077

**DEFENDANTS' MOTION TO ENFORCE
SETTLEMENT AS TO PLAINTIFF
JENNIFER PRINGLE**

**TO: MARY CATHERINE HARBIN, ESQ. AND LANE D. JEFFERIES, ESQ.,
ATTORNEYS FOR PLAINTIFFS**

The Defendants, Mackenzie Alice Hunt and Thomas Christopher Newman (“Defendants”), through undersigned counsel, will respectfully move before the Presiding Judge as soon as practicable for an Order enforcing the parties’ settlement agreement.

On or about September 8, 2023, Plaintiffs and Defendant Hunt were involved in a car accident that gave rise to the above-referenced matter.

On or about July 3, 2023, Poulin Willey Anastopoulo, LLC sent a *Tyger River* Offer of Compromise to State Farm Mutual Automobile Insurance Company (hereinafter “State Farm”) on behalf of Plaintiffs.

As to Plaintiff Jennifer Pringle, the demand required (1) the tender of the maximum per person bodily injury liability policy limits; (2) a pro rata apportionment of the remaining property damage coverage; (3) sworn and notarized statements from State Farm’s insured(s) verifying that no other additional coverage could pertain to this loss; (4) payment via certified bank check; and (5) a proposed Covenant Not to Execute with no

representations or warranties regarding liens, no release of any individuals other than State Farm and its insured(s), and no indemnification language.

The demand required all of the aforementioned terms and conditions to be met by 5:00 p.m. EDT on July 17, 2023.

Exhibit “A” attached hereto and incorporated by reference verifies that each and every term and condition outlined above was fully satisfied by July 14, 2023. An employee of Poulin Willey Anastopoulo, LLC personally accepted delivery of the same (please see **Exhibit “B”**, Hand Delivery Acknowledgment).

To date, Poulin Willey Anastopoulo, LLC has not returned the signed Covenant Not to Execute.

Therefore, Defendant respectfully requests an Order which enforces the parties’ settlement agreement and compels Plaintiff Jennifer Pringle to sign and return the Covenant Not to Execute in favor of State Farm and its insured(s).

RULE 11 AFFIRMATION

Undersigned counsel certifies that she has communicated with Plaintiff’s Counsel and attempted in good faith to resolve the dispute described herein, and continued consultation with Plaintiff would serve no useful purpose under the circumstances.

[SIGNATURE PAGE TO FOLLOW]

CLAWSON and STAUBES, LLC

s/ Megan E. Wheeler

Megan E. Wheeler

Bar No.: 105879

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

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Attorney for Defendants

Charleston, South Carolina

December 22, 2023

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

Jennifer Pringle and Dewayne Pringle,

Plaintiffs,

vs.

Mackenzie Alice Hunt and Thomas
Christopher Newman,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT

CASE NO.: 2023-CP-18-002077

**DEFENDANTS' MEMORANDUM IN
SUPPORT OF MOTION TO ENFORCE
SETTLEMENT AS TO PLAINTIFF
JENNIFER PRINGLE**

INTRODUCTION

Defendants Mackenzie Hunt and Thomas Newman respectfully submit this Memorandum in Support of their Motion to Enforce Settlement filed in the above matter on the basis that a settlement agreement was entered into by and between Plaintiff Jennifer Pringle and State Farm Mutual Automobile Insurance Company (hereinafter "State Farm") on behalf of the Defendants on July 14, 2023. Accordingly, Defendant seeks an Order enforcing the aforementioned agreement, instructing Plaintiff Jennifer Pringle to sign a Covenant Not to Execute in favor of State Farm and its insured(s), and such other further relief as this Court may deem just and proper.

FACTS

This case arises out of an accident that occurred on September 8, 2022, in Berkeley County, South Carolina. Plaintiffs were traveling straight on Route 176 when Defendant Mackenzie Hunt attempted to cross Route 176 at Mudville Road, causing Plaintiffs to t-bone Defendant's vehicle. Two additional non-suit parties were passengers in Plaintiffs' vehicle. Shortly thereafter, Plaintiffs and the two non-suit parties presented

bodily injury claims to State Farm, Defendants' liability insurance carrier. Settlement negotiations between the parties ensued.

On July 3, 2023, Plaintiffs' Counsel, Poulin, Willey, & Anastopoulo, sent a Tyger River Offer of Compromise ("hereinafter "the Offer") on behalf of Plaintiffs. The Offer(s) alleged Jennifer Pringle incurred medical specials of over \$242,680.80, while Dewayne Pringle incurred only \$6,275.00 of medical specials. The Offer(s) required the payment of the full bodily injury liability policy limits and remaining property damage coverage to Jennifer and Dewayne Pringle (see "**Exhibit A**," Offer of Compromise).

After evaluating Plaintiffs' claims and the claims of the remaining two non-suit parties, State Farm accepted Jennifer Pringle's Offer of Compromise due to her significant claimed medical specials and bodily injuries. State Farm rejected Dewayne Pringle's Offer of Compromise in good faith, since accepting the same would result in the remaining two claimants receiving nothing. Nonetheless, Plaintiff Jennifer Pringle violated the agreement by refusing to sign the previously drafted Covenant Not to Execute in favor of State Farm and Defendants, forcing Defendants to file this Motion and move for an Order enforcing the agreement entered into by and between the parties.

ARGUMENT

I. PLAINTIFF JENNIFER PRINGLE ENTERED INTO A VALID AND ENFORCEABLE WRITTEN CONTRACT WITH DEFENDANTS WHEN STATE FARM ACCEPTED PLAINTIFF'S OFFER OF COMPROMISE ON DEFENDANTS' BEHALF, AND VALID CONSIDERATION WAS EXCHANGED.

In South Carolina jurisprudence, "settlement agreements are viewed as contracts, the enforcement of which is governed by contract principles of law." Pee Dee Stores, Inc. v. Doyle, 381 S.C. 234, 241, 672 S.E.2d 799, 802-803 (Ct. App. 2009). A valid contract requires an "offer, acceptance, and valuable consideration." Id. Valuable consideration may consist of "some right, interest, profit or benefit accruing to one party, or some

forbearance, detriment, loss or responsibility given, suffered or undertaken by the other." Prestwick Golf Club, Inc. v. Prestwick Ltd. P'ship, 331 S.C. 385, 389, 503 S.E.2d 184, 186 (Ct. App. 1998).

Here, Plaintiff's Counsel made a clear and unambiguous offer on behalf of Plaintiff Jennifer Pringle, that offer was fully accepted by State Farm, and there was valid consideration for the contract. Plaintiff's Offer demanded the payment of the \$25,000 bodily injury liability policy limits and a pro rata apportionment of the remaining property damage coverage. More specifically, the Offer required:

1. A pro rata apportionment of bodily-injury limits and all remaining property-damage limits, payable to Jennifer Pringle and Poulin, Willey, Anastopoulo, LLC;
2. Sworn and notarized statements from Defendants that no other insurance coverage available to them could pertain to this loss;
3. A Covenant Not to Execute that does not contain warranties regarding the absence of liens, the release of anyone other than the insureds and State Farm, and indemnification provisions;
4. Payment via Cashier's Check or Certified Bank Check; and
5. Receipt of all of the aforementioned requirements by 5:00 p.m. on July 17, 2023.

To accept Jennifer Pringle's Offer, State Farm obtained sworn Affidavits from Defendants, drafted a Covenant Not to Execute in compliance with the Offer's limitations, and issued a cashier's check in the amount of \$37,957.18 made out to "Jennifer Pringle and Poulin, Willey, Anastopoulo, LLC" (see "**Exhibit B**," State Farm's Acceptance of Jennifer Pringle's Offer of Compromise). State Farm hand-delivered the same to Poulin, Willey, Anastopoulo, LLC on July 14, 2023, fully accepting Jennifer Pringle's Offer of Compromise (see "**Exhibit C**," Hand-Delivery Acknowledgment). Consideration was exchanged in the form of a \$37,957.18 cashier's check and Plaintiff Jennifer Pringle's agreement to forego her right to enforce any judgment(s) against Defendants.

Accordingly, Plaintiff is bound by the agreement she made and for which she received and retained valuable consideration. Therefore, Defendants respectfully request this Court grant Defendants' Motion to Enforce Settlement.

II. PLAINTIFFS JENNIFER AND DEWAYNE PRINGLE HAVE SEPARATE AND DISTINCT CLAIMS THAT CAN BE SETTLED INDEPENDENTLY OF ONE ANOTHER.

Plaintiffs' Counsel will likely argue that State Farm did not fully accept the Offer since they rejected the Tyger River Demand as to Plaintiff Dewayne Pringle. This argument is nonsensical. Plaintiffs have two separate and independent claims with drastically different injuries, medical bills, and medical treatment. Plaintiff Jennifer Pringle relates over \$200,000 of medical specials to this accident, while Plaintiff Dewayne Pringle relates less than \$7,000 of medical specials to this accident. The Tyger River correspondence sent on July 3, 2023, also summarized each Plaintiff's medical treatment separately, itemized each Plaintiff's medical bills separately, and demanded separate cashier's checks for each Plaintiff (see **Exhibit A**, p.10). In essence, Plaintiffs' Counsel merely wrote both Plaintiffs' separate claims and Offers of Compromise on the same sheet of paper. Furthermore, the Tyger River correspondence never asserted State Farm could not settle one claim without the other, yet Plaintiffs' Counsel is now attempting to piggyback a smaller claim off of a much larger claim.

Overall, the fact that State Farm rejected the Offer to settle Plaintiff Dewayne Pringle's independent and separate claim does not diminish State Farm's satisfaction of each and every requirement of the Offer to settle Plaintiff Jennifer Pringle's claim. Defendants accordingly request this Court order Plaintiff Jennifer Pringle to sign a Covenant Not to Execute in favor of State Farm and its insureds.

RULE 11 AFFIRMATION

The undersigned hereby affirms that she has attempted in good faith to resolve this matter without the need for judicial intervention. The undersigned has called and emailed Plaintiff's Counsel multiple times since August of 2023 regarding the aforementioned settlement and a companion global settlement and have not received any

substantive responses. The undersigned therefore certifies that consultation with opposing counsel would serve no useful purpose under the circumstances.

CONCLUSION

For the foregoing reasons, Defendant respectfully requests this Court issue an order enforcing the settlement agreement between Plaintiff Jennifer Pringle and State Farm on behalf of Defendants Mackenize Hunt and Thomas Christopher Newman.

CLAWSON and STAUBES, LLC

s/ Megan E. Corrie

Megan E. Corrie

Bar No.: 105879

126 Seven Farms Drive, Suite 200

Charleston, South Carolina 29492-8144

Phone: (843) 577-2026

Fax: (843) 722-2867

Email: megan@cslaw.com

Attorney for Defendants

Charleston, South Carolina

January 31, 2024

EXHIBIT A

From:"bridgette" <bridgette@akimlawfirm.com>
Sent:Mon, 3 Jul 2023 09:43:47 -0400
To:"HOME CLMS-STATEFARMCLAIMS" <statefarmclaims@statefarm.com>
Cc:"Capstone Team" <lauren@poulinwilley.com>
Subject:4039C341D - Offer of Compromise - Pringle, Dewayne et al
Attachments:Offer of Compromise.pdf, PWA W-9.pdf, Anastopoulo ShareFile Instructions.pdf

Good morning,

I hope this email finds you well. Please see the attached Offer of Compromise on behalf of our clients, Dewayne Pringle and Jennifer Pringle. Please "reply all" when responding to this email or use capstone@poulinwilley.com to correspond with us about this claim.

To make document delivery easier, I created a Sharefile link where all the supporting files can be accessed. However, please ensure your network or security settings will allow you to download from this site, as hard copies or facsimiles will not follow this email.

<https://poulinwilley.sharefile.com/d-sbedd5aa591d744a58f91a0a9b80a54a3>

Thank you for your assistance in this matter and we look forward to hearing from you on or before July 17, 2023.

****Note:** Please ensure your network or security settings will allow you to download the Sharefile link from this site, as hard copies or facsimiles will not follow this email. Additionally, you can forward this email and Sharefile link to local counsel for review. ******

--

Bridgette N. Jones
Paralegal
(803) 222-2222

[Practice Areas / Locations / Attorneys / Results](#)

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FACSIMILE: (843) 494-5536

REPLY TO ANN STREET OFFICE
FOUNDATION@AKIMLAWFIRM.COM

POULIN | WILLEY ANASTOPOULO

AKIM A. ANASTOPOULO (SC)
ERIC M. POULIN (SC)(GA)(NC)(CA)
ROY T. WILLEY, IV (SC)(KY)

BLAKE G. ABBOTT (SC)(NC)
CONSTANCE ANASTOPOULO (SC)
THOMAS "DALE" CABLER (SC)
CHASE H. COBLE (SC)
RALPH JAMES D'AGOSTINO III (DC)
PAUL DOOLITTLE (SC)
JACQUELINE A. DUFOUR (SC)
HERE F. GLASS (SC)(GA)
JANEK C. KAZMIERSKI (SC)
LANE D. JEFFERIES (SC)
JOSHUA E. JONES (SC)
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LAUREN E. MOORE (SC)
JULIA K. PIRILLO (WV)
LISA M. RUSSELL (SC)
INDIA D. SHAW (SC)(DC)
ANDREW D. SMITH (SC)
CRYSTAL SWINFORD (SC)
L. CRAYTON WILLIAMS (SC)
BASSEL ZEITOUNI (SC)(NC)

ELECTRONICALLY FILED - 2024 Feb 01 10:40 AM - DORCHESTER - COMMON PLEAS - CASE#2023CP1802077

VIA EMAIL ONLY

July 3, 2023

Bernice Williams
State Farm Insurance Company
P.O Box 106171
Atlanta, GA 30348

**PRIVILEGED AND CONFIDENTIAL:
RELATING TO SETTLEMENT DISCUSSIONS**

*OF COUNSEL

RE: My Clients: Dewayne Pringle and Jennifer Pringle
DOL: September 8, 2022
Claim #: 4039C341D
Pages: 12 Pages, Not Including Enclosures

Dear Ms. Williams,

INADMISSIBILITY OF OFFER OF COMPROMISE

Under Rule 408 of the South Carolina Rules of Evidence, statements made in compromise negotiations are not admissible to prove liability at trial. SCRE 408. This rule, which is similar to the Federal Rule, *see* Fed. R. Evid. 408, encourages parties to settle by permitting them to discuss their cases candidly, secure in the knowledge that their opponents cannot prove liability based on admissions and proposals made during good-faith settlement negotiations. *See Hunter v. Hyder*, 236 S.C. 378, 387, 114 S.E.2d 493, 497 (1960); *Fesmire v. Digh*, 385 S.C. 296, 307-08, 683 S.E.2d 803, 809-10 (Ct. App. 2009).

Accordingly, we have submitted this letter and the attached exhibits with a view toward compromising this claim. If you do not agree that everything that follows is inadmissible during the litigation of this matter, please stop reading, immediately destroy this letter and its attachments, and immediately notify us that you are unwilling to review our attempt to compromise this claim.

OFFER OF COMPROMISE

This letter, which includes a notice, demand, and offer of compromise, is directed to the insurer of driver Mackenzie Hunt and owner Thomas Newman. The Offer of Compromise ("Offer") regards our clients' claims against your insureds in the above-referenced matter. You are now on notice, consistent with the dictates of *Tyger River Pine Co. v. Maryland Casualty Co.*, 170 S.C. 286, 170 S.E. 346 (1933), of a time-limited demand for the payment of the policy limits of your insureds' insurance coverage.

MAILING: 32 Ann Street, Charleston, South Carolina 29403

Charleston, SC | North Charleston, SC | Columbia, SC | Florence, SC | Greenville, SC | Myrtle Beach, SC
Charlotte, NC | Lumberton, NC | Wilmington, NC (Appt. Only)

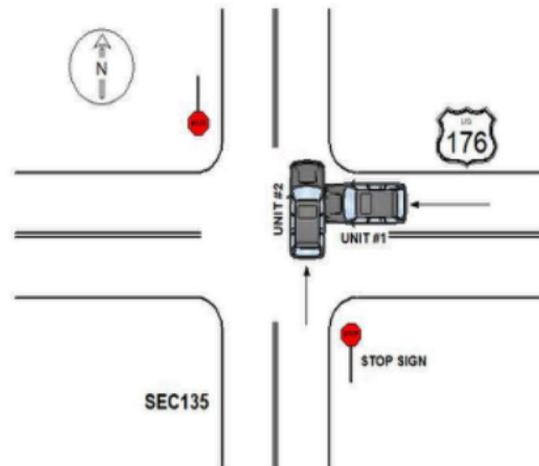
I. LIABILITY OF MACKENZIE HUNT AND THOMAS NEWMAN

On the afternoon of September 8, 2022, Ms. Mackenzie Hunt was driving Mr. Thomas Newman's 2004 Ford north on SEC135 near Cross, South Carolina. She was stopped at a stop sign and failed to yield the right-of-way; therefore, she crashed into 2007 GMC which was traveling west on US176.

SOUTH CAROLINA DPS/OHS & DMV USE ONLY				SOUTH CAROLINA TRAFFIC COLLISION REPORT FORM				# of Units		Armed - Attach Copy of Original Report		Notified		Arrived									
Page # 1 of 1				TR-310 (Rev. 04/2010)				# of Units 2		Armed - Attach Copy of Original Report		Notified 1242		Arrived 1242									
Date	09-08-2022	Time of Collision	1237	County	08	1 - Interstate	4 - Secondary	Collision Location (Rt. # / Name)		176 / STATE RD	2 - Main line 6 - Connection	Miles	10.3	Dir.	W	In City or Town of	CROSS						
2 - US Primary	5 - County	3 - SC Primary	6 - PP 7 - Ramp	1 - Interstate	2 - Secondary	Base Intersection (Rt. # / Name)		135 / MUDVILLE RD		1 - Main line 6 - Connection	2 - Alternate 7 - Business	GPS COORDINATES 00 00'00.00"		DEGREES MINUTES SECONDS									
R. R. id				From	Ramp Only	To	Second Intersection (Rt. # / Name)		1135 / THIRTY FIVE MILE RD		1 - Main line 6 - Connection	2 - Alternate 7 - Business	Latitude	33	12	29.93							
SA-537720				Pedestrian's Full Name				PRINGLE DEWAYNE LEE				SA-537721				Pedestrian's Full Name				HUNT MACKENZIE ALICE			
Unit #	1	Sex	M	Race	B	Street	1125 NASH RD				Unit #	2	Sex	F	Race	W	Street	271 FOREST LN					
# Occ	4	Birth Date	05-22-1987	City, State, & Zip	RIDGEVILLE SC 294726609				# Occ	1	Birth Date	07-01-2004	City, State, & Zip	HARLEYVILLE SC 294484325									
State	SC	Driver's License #	0100220038	Class	D	Insurance Company	USAA				State	SC	Driver's License #	0105039680	Class	D	Insurance Company	STATE FARM					
Year	2007	Body	UT	Vehicle Make	GMC	VIN	1GKFK66837J396342				Year	2004	Body	UT	Vehicle Make	FORD	VIN	1FMDU72K4UA13616					
State	SC	Year	2022	License Plate #	V52062	Owner's D.L. #	0100220038				State	SC	Year	2024	License Plate #	PGX561	Owner's D.L. #	UNKNOWN					
Home Telephone				Owner's Full Name				PRINGLE DEWAYNE LEE				Home Telephone				Owner's Full Name				NEWMAN THOMAS CHRISTOPHER			
Bus. Telephone				Street				1125 NASH RD				Bus. Telephone				Street				271 FOREST LN			
Contributed To Collision				Yes				No				Contributed To Collision				Yes				No			
City, State & Zip				RIDGEVILLE SC 294726609				City, State & Zip				HARLEYVILLE SC 294484325											

After first responders arrived on the scene, they discovered that Ms. Hunt had catastrophically injured the GMC's driver and passenger – our clients, Dewayne Pringle and Jennifer Pringle.

As the investigating officers perceived, Ms. Hunt controlled many factors that would have prevented this tragic collision. Perhaps most importantly, Ms. Hunt failed to keep a proper lookout and drive in a reasonable manner for the conditions¹; furthermore, Mr. Newman failed to exercise due care in loaning out his vehicle. But for their failures, the collision would not have occurred. Therefore, liability is indisputable.



UNIT #1 WAS TRAVELING WEST ON US176. UNIT #2 WAS STOPPED AT A STOP SIGN NORTH ON SEC135. THE DRIVER OF UNIT #2 FAILED TO YIELD THE RIGHT OF WAY, ENTERED THE INTERSECTION, AND WAS STRUCK BY UNIT #1.

¹ See *Bailey v. Segars*, 346 S.C. 359, 368, 550 S.E.2d 910, 915 (Ct. App. 2001); *Brown v. Howell*, 284 S.C. 605, 609, 327 S.E.2d 659, 661 (Ct. App. 1985).

II. DAMAGES

Dewayne Pringle

Dewayne Pringle is a 36-year-old man who resides in Ridgeville, South Carolina. Dewayne is a loving husband to his wife and loving father to their three children. In his spare time, Dewayne enjoys spending time with his family and friends.

After the horrific crash, Dewayne went to Trident Medical Center, where doctors discovered that he had sustained injuries to his neck, upper extremity, and lower back. Dewayne underwent a thorough examination and radiology scans were performed to determine the extent to his injuries. Dewayne was prescribed pain medication and was advised to return to the emergency department if his symptoms change or worsen.

DIAGNOSES

REASON FOR VISIT DX
M25.561 PAIN IN RIGHT KNEE

PRIMARY CODESET

PRINC DX	S39.012A	STRAIN OF MUSCLE, FASCIA AND TENDON OF LOWER BACK, INIT
OTHER DX	S16.1XXA	STRAIN OF MUSCLE, FASCIA AND TENDON AT NECK LEVEL, INIT
	F17.200	NICOTINE DEPENDENCE, UNSPECIFIED, UNCOMPLICATED
	V43.52XA	CAR DRIVER INJURED IN COLLISION W CAR IN TRAF, INIT
	Y92.410	UNSP STREET AND HIGHWAY AS PLACE

35 y/o male with no significant pmhx presents to the ED c/o neck pain after an MVC today. Pt sts he was the restrained driver driving 40-45 MPH when he t-boned a vehicle that ran a stop sign. Pt sts air bags deployed. Pt reports hitting his face with the air bag but denies LOC. He reports right knee but is able to ambulate and bear weight. Pt reports neck pain when rotating to the right, upper extremity pain and lower back pain. No other complaints at this time.

Due to the injuries suffered in the horrific collision, Dewayne was required to seek treatment with Dr. Brian Ford at Align Life Chiropractic. The goals of these visits were to decrease pain, swelling, inflammation, and muscle spasms, and increase range of motion, function, strength, flexibility, and alignment.

On Thursday Sept. 8th, Dewayne was involved in an MVA in which his truck struck another vehicle that pulled out in front of him. He swerved to avoid the collision, but wound up striking the other vehicle on its side, causing it to roll over several times. He was wearing his seatbelt at the time. Airbags deployed at the time of the collision. He cannot recall if his head or body hit anything inside the vehicle at the time of the collision. Dewayne went to the hospital immediately afterward, where he was x-rayed and examined, given medications and released. No further treatment has been rendered since the time of the accident.

<i>Provider</i>	<i>Bills</i>
ACS Primary Care Physicians	\$1,191.00
Trident Medical Center	\$4,031.00
Charleston Radiologists	\$60.00
Align Life Chiropractic	\$993.00
<i>Total</i>	<i>\$6,275.00</i>

Jennifer Pringle

Jennifer Pringle is a 35-year-old woman who resides in Ridgeville, South Carolina. Jennifer is a loving wife to her husband and a loving mother to their three children. In her spare time, Jennifer enjoys spending time with her family and friends.

After the horrific crash, EMS immediately transported Jennifer went to Trident Medical Center, where doctors discovered that she had sustained a 2 cm laceration on the left knee, air around the left knee joint, intraparenchymal bleed, and pain in the left wrist, knees, and left shoulder. Jennifer was admitted for further neurology evaluation and monitoring. Jennifer suffered a traumatic arthrotomy and it was determined the best course of treatment would be to undergo an irrigation debridement of her left knee joint. Jennifer underwent surgery with Dr. Henderson on September 10th and was discharged to rehabilitation on September 13th. Jennifer was also advised to follow up with Dr. Webb and Dr. Henderson in two weeks.

09/08/22	QHQLXZZ	REPAIR LEFT LOWER LEG SKIN, EX	Wendell, Richard
09/10/22	OJBPOZZ	EXCISION OF L LOW LEG SUBCU/FA	Henderson, Shast
09/10/22	CLQROZZ	REPAIR LEFT KNEE TENDON, OPEN	Henderson, Shast
09/10/22	3E00X29	INTRODUCE OTH ANTI-INFECT IN S	Henderson, Shast

OTHER CODESET

PRIMARY CODESET

DRG I-10 463 WOUND DEBRIDEMENT AND SKIN GRAFT EXCEPT HAND FOR MUSCUL

S86.822A	LACERATION OF MUSC/TEND AT LOWER LEG LEVEL, LEFT LEG, INIT
S06.351A	TRAUM HEMOR LEFT CEREBRUM W LOC OF 30 MINUTES OR LESS, INIT
Z20.822	CONTACT WITH AND (SUSPECTED) EXPOSURE TO COVID-19
S81.012A	LACERATION WITHOUT FOREIGN BODY, LEFT KNEE, INIT ENCNT
S60.211A	CONTUSION OF RIGHT WRIST, INITIAL ENCOUNTER
S60.212A	CONTUSION OF LEFT WRIST, INITIAL ENCOUNTER
S80.211A	ABRASION, RIGHT KNEE, INITIAL ENCOUNTER
F32.A	DEPRESSION, UNSPECIFIED
K21.9	GASTRO-ESOPHAGEAL REFLUX DISEASE WITHOUT ESOPHAGITIS
F41.9	ANXIETY DISORDER, UNSPECIFIED
F17.200	NICOTINE DEPENDENCE, UNSPECIFIED, UNCOMPLICATED
G89.11	ACUTE PAIN DUE TO TRAUMA
J45.909	UNSPECIFIED ASTHMA, UNCOMPLICATED
V89.2XXA	PERSON INJURED IN UNSP MOTOR-VEHICLE ACCIDENT, TRAFFIC, INIT
Y92.410	UNSP STREET AND HIGHWAY AS PLACE
Z87.11	PERSONAL HISTORY OF PEPTIC ULCER DISEASE
Z90.3	ACQUIRED ABSENCE OF STOMACH [PART OF]
Z86.718	PERSONAL HISTORY OF OTHER VENOUS THROMBOSIS AND EMBOLISM

OPERATION

Surgery start date/time:	09/10/22 12:49
Pre-operative diagnosis:	Left knee traumatic arthrotomy; patella tendon tear
Post-operative diagnosis:	Left knee traumatic arthrotomy; patella tendon tear
Indication(s):	34 year old female involved in MVC with left knee patella tendon tear 2/2 traumatic arthrotomy.
Name of procedure:	Irrigation and debridement of left knee; Patella tendon repair; Application of antibiotic beads

DESCRIPTION

Description of technique/procedure: On the day of the operation patient was met in the preoperative area where all questions were asked and answered. The consent was signed and the site was marked. The patient was brought back to operating room where they remained supine on the hospital bed. Anesthesia then began. Antibiotics were given 20 min prior to incision. They then were transferred to the operating table. All bony prominences were well padded. Sequential compressive devices were placed on the right leg. The left leg was then prepped and draped in a sterile fashion.

A time-out was performed all parties in agreement of the patient, site, and procedure be performed. the traumatic arthrotomy was extended proximally and distally. Dissection was carried down through the subcutaneous tissues to the level of the fascia. There was a rent in the patella tendon and a tear of the patella tendon at its insertion distally. There was gross contamination within the subcutaneous tissue as well as within the fascia that was sharply debrided and excised. The tear the patella tendon was incomplete and some of the patella tendon was still attached to tibial tubercle. The joint itself as well as the wound was irrigated with normal saline. The wound measured 7 cm in length and 3 cm in length. The wound was freed of all gross contamination and irrigated with an additional 3 L normal saline. The patella tendon was repaired with use of FiberWire and the capsule repaired with the use of 0 Vicryl. Subcutaneous tissue was reapproximated with 2-0 PDS and the skin with nylon. Antibiotic beads were placed deep within the knee joint in subcutaneous space and a drain was placed within the knee joint itself. Sterile dressings were then applied. Knee immobilizer was applied

Patient was then extubated and transferred to the hospital bed in stable condition. All sponge and needle counts were correct at the end of the case. I was present, scrubbed, and performed the entirety of the procedure. The patient was transferred to the hospital bed in stable condition and then transferred to PACU.

ADM DATE: 09/13/22 1643
 ATTEND PHYS: Ferguson, Jennifer M DO
 DIS DT/TM: 09/18/22 1030
 DIS DISP: DISCH C/O HOME HEALTH SERVICE

Admission diagnosis:

CLOSED HEAD INJURY WITH LOSS OF CONSCIOUSNESS < = 30 MIN

Discharge diagnosis:

CLOSED HEAD INJURY WITH LOSS OF CONSCIOUSNESS < = 30 MIN

Hospital course:

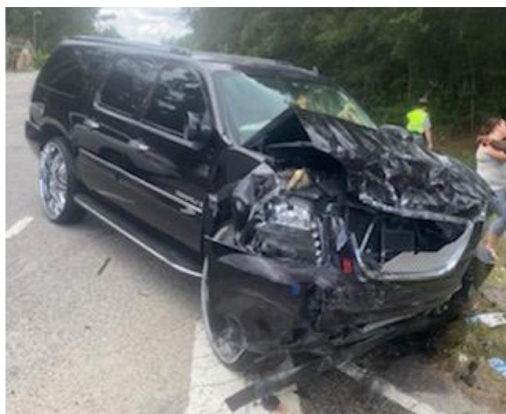
34-year-old female who was admitted to Trident Medical Center on 9/8/22 with complaints of neck pain, head pain, abdominal pain, bilateral knee pain and left wrist pain status post MVA prior to arrival. Patient was restrained front passenger with moderate front end damage. Positive airbag deployment. Positive brief LOC. Patient found to have a closed head injury. While in the hospital, the patient has been experiencing anemia. The patient's hemoglobin has been as low as 9.3 g/dL. The patient would benefit from close medical management in order to address this acute issue. While in the hospital the patient has been experiencing hyponatremia. The patient's sodium level has been as low as 133 mEq/L. The patient would benefit from close medical management in order to address this acute issue. PLOF: At baseline the patient is independent without any DME. CLOF: Per occupational therapy, the patient requires setup/cleanup assistance for upper body ADLs and total assistance for lower body ADLs. Per physical therapy, the patient requires partial/moderate assistance for transfers and total assistance for ambulation. Both therapy disciplines are recommending post-acute rehab. Speech therapy is treating the patient as well. Discharge Plan: Patient goals are to improve her pain, strength, endurance and functional independence. Her goal is to discharge back to home with assistance from her husband and family. Patient is willing, motivated, and able to participate in three hours of therapy.

Due to the severity of her injuries, Jennifer required treatment from Lowcountry Hematology & Oncology, Carolina Pain Physicians, Roper St. Francis Home Health, and Roper Berkeley. Jennifer's injuries will continue to require ongoing medical treatment and care.

<i>Provider</i>	<i>Bills</i>
ACS Primary Care Physicians	\$2,128.00
Trident Medical Center	\$143,604.00
Charleston Radiologists	\$1,308.00
Lowcountry Hematology & Oncology	\$1,168.00
Carolina Pain Physicians	\$1,558.10
Roper St. Francis Home Health	\$2,700.00
Trident Medical Center	\$45,692.00
Roper Berkeley	\$9,545.70
Roper St. Francis Hospitals	\$34,977.00
Total	\$242,680.80

Property Damage

South Carolina property-damage law is broad. A claimant can recover for loss of use during the time his or her vehicle is unusable. Even if a claimant borrows a vehicle for free during that period, he or she can still recover fair rental value.² Furthermore, a claimant may recover for damage to a vehicle even if he or she did not own the vehicle at the time the damage occurred.³ Additionally, Dewayne and Jennifer can recover for any damage and loss to their physical property, such as their clothing, cell phones, and personal effects. Even if these items have no market value, Dewayne and Jennifer are still entitled to recover the items' "actual or reasonable value, or [their] special value to [Dewayne and Jennifer]."⁴ As everyone knows, clothing and possessions are often irreplaceable; due to their owner's emotional attachment, even similar items of equal age, quality, and condition will generally be pale substitutes for the original. Therefore, secondhand market value does not adequately compensate the owners.⁵



² *Scott v. S. Ry. Co.*, 231 S.C. 28, 33, 97 S.E.2d 73, 76 (1957).

³ *Gamble v. Stevenson*, 305 S.C. 104, 109, 406 S.E.2d 350, 353 (1991) (a driver of an automobile that was damaged in a collision had standing to sue for property damage to the vehicle, even though the vehicle belonged to the driver's father at the time of the collision).

⁴ See *Nelson v. Coleman Co.*, 249 S.C. 652, 659, 155 S.E.2d 917, 921 (1967) (citing 25 C.J.S. Damages § 88, page 971).

⁵ See *id.* (citing 22 Am.Jur.(2d), Damages, § 150, page 218).

Punitive Damages

A claimant may recover punitive damages when “there is evidence [that a] defendant’s conduct was reckless, willful, or wanton.”⁶ A causative statutory violation satisfies this test.⁷ “The causative violation of a statute constitutes negligence per se and is evidence of recklessness and willfulness, *requiring the submission of the issue of punitive damages to the jury.*”⁸ As you know, this crash happened because Ms. Hunt broke South Carolina law by violating the following statutes:

- ✓ Failing to sufficiently reduce speed when approaching an intersection – S.C. Code Ann. § 56-5-1520(F)
- ✓ Driving with a willful or wanton disregard for the safety of persons or property – S.C. Code Ann. § 56-5-2920

South Carolina courts uphold punitive-damage awards up to fifty times the actual damages.⁹ Furthermore, since 2018, South Carolina law does not require that punitive damages be apportioned pro rata between those sustained for bodily injury and those sustained for property damage where the insurance policy contains split limits.¹⁰

Insurers Take Heed: South Carolina Law Does Not Require Apportionment of Punitive Damages

Punitive damages are intended to punish and deter. *See Clark v. Cantrell*, 339 S.C. 369, 378, 529 S.E.2d 528, 533 (2000) (citing *Barnwell v. Barber-Colman Co.*, 301 S.C. 534, 537, 393 S.E.2d 162, 163 (1989)). A jury will likely punish both Ms. Hunt and Mr. Newman with large punitive damages to protect their community.

Please note that, under both federal and South Carolina law, punitive damages will not necessarily be discharged in bankruptcy. Based on past precedent, we expect this case to yield a verdict exceeding the policy limits. If you force this case to trial, the verdict is unlikely to be discharged in bankruptcy, and we will follow Ms. Hunt and Mr. Newman to the maximum extent of the law.

[Intentionally Left Blank]

⁶ *Fairchild v. S.C. Dep’t of Transp.*, 398 S.C. 90, 98–99, 727 S.E.2d 407, 411 (2012) (citing *Cartee v. Lesley*, 290 S.C. 333, 337, 350 S.E.2d 388, 390 (1986)).

⁷ *Cartee v. Lesley*, 290 S.C. 333, 337, 350 S.E.2d 388, 390 (1986).

⁸ *Austin v. Specialty Transp. Servs., Inc.*, 358 S.C. 298, 314–15, 594 S.E.2d 867, 875 (Ct. App. 2004) (emphasis added) (quoting *Wise v. Broadway*, 315 S.C. 273, 276, 433 S.E.2d 857, 859 (1993)).

⁹ *See Hundley ex rel. Hundley v. Rite Aid of S.C., Inc.*, 339 S.C. 285, 317, 529 S.E.2d 45, 62 (Ct. App. 2000) (an award of \$20,000 actual and \$1,000,000 punitive damages was not excessive).

¹⁰ *Gov’t Employees Ins. Co. v. Poole*, 424 S.C. 1, 3–6, 817 S.E.2d 283, 285–86 (2018).

Summary of Damages

Under South Carolina law, Dewayne and Jennifer are entitled to damages under negligence, negligence *per se*, gross negligence, and other wanton/willful claims. These claims vary from several thousand to several hundred million dollars. Accordingly, Dewayne and Jennifer are entitled to receive compensation from all your insureds' applicable policies with your insurance company.

Payment from all applicable policies is appropriate because uncontested evidence proves that Ms. Hunt violated multiple statutes when she injured our clients, and that, therefore, Mr. Newman also violated the law when he allowed Ms. Hunt to use his vehicle.

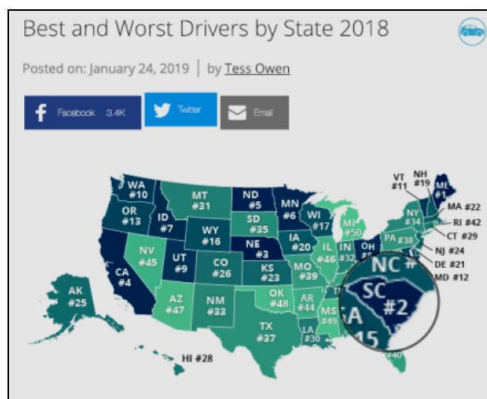
Of course, statutory violations will likely lead to punitive damages if we file suit. Therefore, full payment from all applicable policies is your company's only option to avoid litigation and protect your insureds from an excess verdict.

Dewayne and Jennifer continue to suffer from their crash-related injuries. Right now, their medical bills are collectively over \$200,000.00 without taking into consideration any future surgeries or therapy they may need.

III. OFFER PURSUANT TO *TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO.*, 170 S.C. 286, 170 S.E. 346 (1933), and *MAYES v. PAXTON*, 313 S.C. 109, 437 S.E.2d 66 (1993).

Your insurance company may accept our Offer only by performing the requirements of this letter. Mere words that claim acceptance will not suffice. Furthermore, under South Carolina law, acceptance must be unequivocal and without variance; a purported acceptance that imposes *or even requests* conditions beyond those contained herein will be a counteroffer and rejection. We have no continuing duty to remind you of the deadline or any conditions of our Offer, so please read carefully. *See Mayes v. Paxton*, 313 S.C. 109, 113–14, 437 S.E.2d 66, 68–69 (1993).

THIS OFFER INCLUDES A TIME-LIMITED DEMAND FOR PAYMENT OF POLICY LIMITS, AND, AT 5:00 P.M. EDT ON JULY 17, 2023, THE OFFER WILL BE WITHDRAWN AND WE WILL OBTAIN AN EXCESS JUDGMENT AGAINST YOUR INSUREDS, WHICH WILL IN TURN PROVIDE YOUR INSUREDS WITH A CLAIM AGAINST YOUR INSURANCE COMPANY PURSUANT TO *TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO.*, 170 S.C. 286, 170 S.E. 346 (1933) and *MAYES v. PAXTON*, 313 S.C. 109, 437 S.E.2d 66 (1993).



We must **RECEIVE**¹¹ the policy limits no later than 5:00 p.m. EDT on July 17, 2023. This Offer requires that your insureds provide a sworn and notarized statement that no other insurance coverage available to them could pertain to this loss. For your convenience, I have attached affidavits that meet this condition.

Our requirement for a certified check or cashier's check is a material term of this Offer. Payment by regular draft will be considered a counteroffer and result in the immediate and permanent withdrawal of this Offer.¹²

This Offer only relates to personal-injury and property-damage claims of our clients, not claims that could be made on behalf of any other person or entity. Because underinsured-motorist coverage may be available, we cannot offer a full and final release. Instead, you can protect your insureds by paying policy limits from all applicable policies¹³ under a covenant that will not prejudice our clients' right to seek recovery from any other carriers. The covenant must be limited in scope, seeking only to protect your insureds from our clients' rights to your insured's personal assets.

To comply with our limitations on scope, your Covenant cannot contain:

- a) any language (or other document) that requires or requests that our clients make representations or warranties regarding the absence of medical, hospital, or bankruptcy liens/proceedings;
- b) a "Lien Affidavit";
- c) the release of any individuals or entities other than your insureds and your insurance company; or
- d) indemnification or release of any claims that could be brought by or on behalf of any person or entity other than our clients.

Payment must occur as described. Funds received through any other method, including payment through the registry of any court or through the filing of an interpleader action, will not satisfy the terms of this Offer and will result in immediate and automatic withdrawal.

¹¹ You must pay the settlement funds by Cashier's Checks or Certified Bank Checks (not drafts) issued by your insurance company as follows:

- Dewayne Pringle: a *pro rata* apportionment of bodily-injury limits and all remaining property-damage limits, payable to Dewayne Pringle and Poulin, Willey, Anastopoulos, LLC.
- Jennifer Pringle: a *pro rata* apportionment of bodily-injury limits and all remaining property-damage limits, payable to Jennifer Pringle and Poulin, Willey, Anastopoulos, LLC.

My office must **RECEIVE** the checks no later than 5:00 p.m. EDT on July 17, 2023. Poulin, Willey, Anastopoulos, LLC's Tax I.D. Number is 88-0895740. For your convenience, we have also attached our firm's W-9. You should mail or hand-deliver these funds to 32 Ann Street, Charleston, SC 29403.

¹² We have done everything reasonable to warn you that only performance will accept this Offer. You must meet our Offer exactly as stated. Any changes or modifications, or requests for changes or modifications, will be deemed a rejection and counteroffer. *See Sossamon v. Littlejohn*, 241 S.C. 478, 486, 129 S.E.2d 124, 127-28 (1963) (quoting *Cohn v. Penn Beverage Co.*, 313 Pa. 349, 352, 169 A. 768, 769 (1934)). ("[T]he acceptance of the offer must be absolute and identical with the terms of the offer. If one offers another to do a definite thing, and that other person accepts conditionally or introduces a new term into the acceptance, his answer is . . . in effect a counter proposal.")

¹³ "Applicable Policies" may include, but are not necessarily limited to, bodily injury, property damage, PIP, MedPay, umbrella, or any other types of coverages or policies that would cover the losses herein described.

Likewise, your filing of a declaratory-judgment action will result in the immediate, automatic, and permanent withdrawal of this Offer.

In view of existing circumstances, we believe you should accord your insureds the same faithful consideration you give your own interests. If you reject this Offer, your insureds may be able to sue your company for compensatory and punitive damages for bad-faith failure to properly adjust this claim. **Please explain to your insureds that they have the right to hire an attorney to represent them against your company and that they have the right to demand that you pay this demand in order to protect their property and possessions.**

This letter is our clients' formal Offer, and no oral representations made before or after this letter will alter the terms. If, for any reason, we agree to change this Offer, such changes will only be by writing and signed by a member of this Firm. This paragraph specifically prevents you from claiming oral modification. As you can tell, no oral offers or purported acceptances will resolve this claim. *You must accept this Offer by performing according to its provisions in order for this firm and our clients to agree that a binding agreement has been formed. If you fail to meet any condition or requirement by the specified deadline or if you attempt to impose any additional condition or requirement upon our clients, then there has been no acceptance and no agreement.*

We have supplied you with all information necessary to evaluate this Offer¹⁴; however, should you have any questions regarding this Offer, please contact me at capstone@poulinwilley.com. If you feel that any part of this letter needs clarification to enable you to comply with its terms, we will be happy to clarify the terms so that you have a full and fair opportunity to comply with this Offer.

As noted above, this letter relates to discussions involving settlement and compromise, and nothing contained herein shall be deemed admissible except to enforce a claim for bad-faith failure to properly adjust this claim.

I look forward to hearing from you.

Sincerely,

s/ Erica M. Dobrich

Erica M. Dobrich, Esq.

¹⁴ In the unlikely event that you have a legitimate need for additional information, we will have to request that information from another party. Therefore, you must make any request for additional information as soon as possible and, in any event, no later than five (5) days before the deadline so that we will have a reasonable opportunity to try and obtain the requested information. Likewise, if you cannot access the supporting documentation as delivered, let us know immediately so you can arrange to view these files at any of our statewide offices.

We have done everything reasonable to warn you that this Offer includes a time-limited demand for the payment of policy limits. Please be aware that we will not extend the deadline for payment and compliance with all other terms based on a request for additional information; this Offer already includes more than enough information to compel payment. Please do not place your insureds' assets in jeopardy by incorrectly assuming that a request for additional information will extend the deadline. Failure to meet the deadline for any reason will be a rejection of this Offer and will result in the Offer's immediate and permanent withdrawal.

AFFIDAVIT OF MACKENZIE HUNT

Personally appeared before me who, being duly sworn, states as follows:

1. I, Mackenzie Hunt, declare and state that I am over the age of 18 years and competent to testify to all the facts set forth herein, said facts being within my personal knowledge. If called upon to testify, I could and would testify as follows:
2. Other than _____ Policy No. _____ with policy limits of _____, I am unaware of any other insurance policy which may provide coverage for the motor vehicle collision which occurred on September 8, 2022, in which Dewayne Pringle and Jennifer Pringle allege injuries and damages.
3. I have no significant assets, real or personal, which can be used to satisfy any additional judgment beyond the policy limits of my insurance coverage set forth in paragraph one above. I have insufficient assets to respond to a judgment in excess of the policy limits, or such assets that I possess are protected by the applicable provisions of the United States bankruptcy laws.
4. At the time of the incident referred to in paragraph one, I was not acting as an agent for any other entity or person, nor was I engaged in a joint venture with any other person or entity. I was not on the job, and I was not doing any type of errand for any member of my family, for any employer or any other person.
5. I understand that the person(s) claiming damages in the above-mentioned incident are relying on the accuracy of this declaration (and the direct implication that there are no additional monetary sources to enforce a higher settlement or judgment) in the decision to settle the case for the policy limits.
6. I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Mackenzie Hunt

Sworn to and Subscribed before me on

____ day of _____ 2023

Notary Public for _____

My Commission Expires _____

AFFIDAVIT OF THOMAS NEWMAN

Personally appeared before me who, being duly sworn, states as follows:

1. I, Thomas Newman, declare and state that I am over the age of 18 years and competent to testify to all the facts set forth herein, said facts being within my personal knowledge. If called upon to testify, I could and would testify as follows:
2. Other than _____ Policy No. _____ with policy limits of _____, I am unaware of any other insurance policy which may provide coverage for the motor vehicle collision which occurred on September 8, 2022, in which Dewayne Pringle and Jennifer Pringle allege injuries and damages.
3. I have no significant assets, real or personal, which can be used to satisfy any additional judgment beyond the policy limits of my insurance coverage set forth in paragraph one above. I have insufficient assets to respond to a judgment in excess of the policy limits, or such assets that I possess are protected by the applicable provisions of the United States bankruptcy laws.
4. I understand that the person(s) claiming damages in the above-mentioned incident are relying on the accuracy of this declaration (and the direct implication that there are no additional monetary sources to enforce a higher settlement or judgment) in the decision to settle the case for the policy limits.
5. I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Thomas Newman

Sworn to and Subscribed before me on

____ day of _____ 2023

Notary Public for _____

My Commission Expires _____

EXHIBIT B



CLAWSON & STAUBES

MEGAN E. WHEELER
LICENSED IN SC
MEGAN@CSLAW.COM

July 13, 2023

File No.: 20221326.000

Erica M. Dobrich, Esq.
erica.dobrich@poulinwilley.com

Re: Your clients Jennifer Pringle and Dewayne Pringle
Claim No.: 4039C341D

Dear Ms. Dobrich:

I am in receipt of your Offer of Compromise of July 3, 2023, wherein you demand the maximum per person bodily injury limits and pro rata apportionment of remaining property damage limits on behalf of your clients, Dewayne and Jennifer Pringle, in exchange for Covenants Not To Execute in favor of State Farm's insureds, Thomas Newman and McKenzie Hunt. After consulting with the insureds in this matter and getting their input and suggestions, State Farm Mutual Automobile Insurance Company has authorized me to accept your demand as to Jennifer Pringle only by tendering the maximum per person bodily injury liability policy limits of \$25,000.00 and her pro rata apportionment of remaining property damage coverage of \$12,957.18¹ for a total of \$37,957.18 to Jennifer Pringle via certified bank check in exchange for a Covenant Not To Execute in favor of Thomas Newman and McKenzie Hunt. Enclosed please find a Covenant Not To Execute, Affidavits signed by Thomas Newman and McKenzie Hunt, and a cashier's check for \$37,957.18, meeting the terms of your demand as to Jennifer Pringle.

Donna Johnson's claim was settled by a bodily injury payment of \$19,865.00 prior to receipt of your demand. Deducting that payment and deducting the amount paid to Jennifer Pringle leaves \$5,135.00 of bodily injury limits and \$332.24 of property damage coverage remain. That sum is all that is left for the two remaining claimants—Dewayne Pringle and Richard Winn.

State Farm hereby offers that remaining amount to Dewayne Pringle and Richard Winn collectively in exchange for Covenants Not to Execute in favor of State Farm and its insureds. Richard Winn is represented by Steve Davis, Esquire. State Farm is willing to split the remaining \$5,135 in bodily injury limits and \$332.24 in remaining property damage coverage however Steve

¹ Please note this is an apportionment of the remaining property damage using only Jennifer Pringle's claim in comparison to Dewayne Pringle as requested by your letter. The difference if we included Donna Johnson and/or Richard Winn would be negligible because Jennifer Pringle's medical bills are so large in comparison with other medical bills. But we have nevertheless resolved the issue of how to do the pro-rata allocation of the remaining property damage in favor of Jennifer Pringle and exactly as your letter demanded.

WWW.CSLAW.COM

126 SEVEN FARMS DRIVE | SUITE 200
CHARLESTON SC | 29492-8144
(843) 577-2026

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Davis and you want to agree on behalf of your clients.

Very truly yours,

CLAWSON and STAUBES, LLC

/s/ Megan E. Wheeler
Megan E. Wheeler

COVENANT NOT TO EXECUTE

THIS COVENANT made this _____ day of _____, 2023, by Jennifer Pringle hereinafter referred to as "Covenantor."

WHEREAS, on September 8, 2022, in Berkeley County, South Carolina, Jennifer Pringle was involved in a motor vehicle accident with McKenzie Hunt; and

WHEREAS, the motor vehicle being driven by McKenzie Hunt was owned by Thomas Newman and insured by State Farm Mutual Automobile Insurance Company; and

WHEREAS, the motor vehicle being driven by McKenzie Hunt had only Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) per person liability coverage and Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) of property damage coverage with State Farm Mutual Automobile Insurance Company, of which only Thirteen Thousand Two Hundred Eighty-Nine Dollars and 42/100 (\$13,289.42) remains, and

WHEREAS, any execution of any judgment received as a result of the bodily injuries claimed herein, will be satisfied from any additional or excess liability coverage or underinsured motorist coverage and not from the personal assets of Thomas Newman and/or McKenzie Hunt; and

WHEREAS, Covenantor agrees that her sole recovery additional hereto for bodily injuries is limited to recovery under any liability or underinsured motorist policy and not from execution, except to the extent of any applicable liability coverage and/or underinsured motorist coverage, against the personal assets of Thomas Newman and/or McKenzie Hunt; and

WHEREAS, the Covenant does not prohibit Covenantor from pursuing and collecting other liability coverage, whether denominated as excess or primary, or other underinsured motorist coverages; and

WHEREAS, pursuit of other liability coverage, excess liability coverage, or underinsured motorist coverage for bodily injuries will not affect the personal or individual exposure of Thomas Newman or McKenzie Hunt, except to the extent of any applicable liability coverage or underinsured motorist coverage; and

WHEREAS, the bodily injuries sustained by the Covenantor in the motor vehicle accident on September 8, 2022, may exceed the liability limits of the insurance policy of Thomas Newman and McKenzie Hunt, and the Covenantor is desirous of protecting his right to proceed to suit against Thomas Newman and/or McKenzie Hunt for purposes of collecting additional liability coverage, excess liability coverage; and/or underinsured benefits; and

NOW, FOR AND IN CONSIDERATION OF the payment to the Covenantor of the sum of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) in bodily injury liability policy limits and Twelve Thousand Nine Hundred Fifty-Seven Dollars and 18/100 (\$12,957.18)² of property damage coverage, the sufficiency and receipt of which is hereby acknowledged, the Covenantor agrees as follows:

1. That in the event the Covenantor is unable to resolve by agreement his bodily injuries claim with any additional liability insurance carrier, excess liability coverage, or the underinsured carrier, the Covenantor shall have the right to bring suit against Thomas Newman and McKenzie Hunt and prosecute same to final judgment.

2. Notwithstanding any judgment that may be rendered in said suit, it is the express intent of the parties that Thomas Newman and McKenzie Hunt, shall never at any time, be liable to the Covenantor beyond the consideration expressed herein, by reason of any bodily injuries on which such judgment for actual or punitive damages may be based except as herein stated. In consideration of the payment to the Covenantor of the sum of Twenty-Five Thousand Dollars and 00/100 (\$25,000.00) in bodily injury liability policy limits and Twelve Thousand Nine Hundred Fifty-Seven Dollars and 18/100 (\$12,957.18) of property damage coverage, Covenantor shall not at any time enforce against Thomas Newman and McKenzie Hunt, by execution or otherwise, any judgment for actual or punitive damages for bodily injuries that may be rendered in the above-mentioned lawsuit except as herein stated.

3. Covenantor expressly represents that he is aware and fully advised that the execution of this instrument will fully and forever prevent and bar the collection of any additional payments for bodily injuries of any kind, nature or description against Thomas Newman and McKenzie Hunt, except as herein stated.

4. 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.

5. The parties expressly recognize that the payment made herein in this agreement is in partial settlement and satisfaction of a bodily injury claim, that Thomas Newman and McKenzie Hunt deny any liability to the Covenantor and that this agreement and payment is not intended as, nor should it be construed as, an admission of liability.

² This is a pro rata split of the remaining property damage limits with Claimant Dewayne Pringle.

6. It is further agreed that there are no collateral or outside agreements of any kind between the parties and that this Covenant constitutes the entire agreement between the parties.

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

WITNESS:

As to Covenantor

Jennifer Pringle

AFFIDAVIT OF THOMAS NEWMAN

Personally appeared before me who, being duly sworn, states as follows:

1. I, Thomas Newman, declare and state that I am over the age of 18 years and competent to testify to all the facts set forth herein, said facts being within my personal knowledge. If called upon to testify, I could and would testify as follows:
2. Other than State Farm Mutual Automobile Insurance Company Policy No. 5655-319-40A with policy limits of 25/50/25, I am unaware of any other insurance policy which may provide coverage for the motor vehicle collision which occurred on September 8, 2022, in which Dewayne Pringle and Jennifer Pringle allege injuries and damages.
3. I have no significant assets, real or personal, which can be used to satisfy any additional judgment beyond the policy limits of my insurance coverage set forth in paragraph one above. I have insufficient assets to respond to a judgment in excess of the policy limits, or such assets that I possess are protected by the applicable provisions of the United States bankruptcy laws.
4. I understand that the person(s) claiming damages in the above-mentioned incident are relying on the accuracy of this declaration (and the direct implication that there are no additional monetary sources to enforce a higher settlement or judgment) in the decision to settle the case for the policy limits.
5. I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

Thomas Newman
Thomas Newman

Sworn to and Subscribed before me on

13 day of July 2023

Notary Public for SC

My Commission Expires 03-18-2025



AFFIDAVIT OF MACKENZIE HUNT

Personally appeared before me who, being duly sworn, states as follows:

1. I, Mackenzie Hunt, declare and state that I am over the age of 18 years and competent to testify to all the facts set forth herein, said facts being within my personal knowledge. If called upon to testify, I could and would testify as follows:
2. Other than State Farm Mutual Automobile Insurance Company Policy No. 5865-319-40A with policy limits of 25/50/25, I am unaware of any other insurance policy which may provide coverage for the motor vehicle collision which occurred on September 8, 2022, in which Dewayne Pringle and Jennifer Pringle allege injuries and damages.
3. I have no significant assets, real or personal, which can be used to satisfy any additional judgment beyond the policy limits of my insurance coverage set forth in paragraph one above. I have insufficient assets to respond to a judgment in excess of the policy limits, or such assets that I possess are protected by the applicable provisions of the United States bankruptcy laws.
4. At the time of the incident referred to in paragraph one, I was not acting as an agent for any other entity or person, nor was I engaged in a joint venture with any other person or entity. I was not on the job, and I was not doing any type of errand for any member of my family, for any employer or any other person.
5. I understand that the person(s) claiming damages in the above-mentioned incident are relying on the accuracy of this declaration (and the direct implication that there are no additional monetary sources to enforce a higher settlement or judgment) in the decision to settle the case for the policy limits.
6. I declare under penalty of perjury under the laws of the State of South Carolina that the foregoing is true and correct.

FURTHER AFFIANT SAYETH NOT.

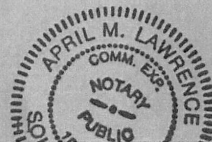
Mackenzie Hunt
Mackenzie Hunt

Sworn to and Subscribed before me on

11 day of July 2023

Notary Public for South Carolina

My Commission Expires 10/22/2029



THIS DOCUMENT HAS A VOID BACKGROUND • MICROPRINT BORDERS AND SIGNATURE LINE • WATERMARK PRESENT. HOLD UP TO LIGHT TO VIEW.

Cashier's Check



First Citizens Bank
First-Citizens Bank & Trust Company
Raleigh, North Carolina

66-1252/531 Branch No. 238

0501865484

Date 07/13/2023

Pay to the order of Jennifer Pringle and Poulin, Willey, Anastopoulos, LLC

\$ 37957.18

Thirty-Seven Thousand Nine Hundred Fifty Seven and 18/100

Dollars

Notice To Customers
The purchase of an Indemnity Bond or an Insurance Bond may be required before an official check of this bank will be replaced or refunded in the event it is lost, misplaced or stolen.

Clawson & Staubes LLC

Remitter
05-10050M (06/19)

⑈0501865484⑈ ⑆053112521⑆ 22398019810⑈ 994990

ELECTRONICALLY FILED FEB 28 2024 FEB 8 10:40 AM - 1

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE *

PLACE FORM ON A FLAT SURFACE, RUB AREA FIRMLY & RAPIDLY.

SAFETY FEATURE SAFETY FEATURE SAFETY FEATURE

STRIPE MUST DISAPPEAR & REAPPEAR FOR DOCUMENT TO BE AUTHENTIC

ORIGINAL
DOCUMENT

02018824

* FEDERAL RESERVE BANK REGULATIONS CC



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EXHIBIT C

I Janet Heaslip acknowledge receipt of the Covenant Not To Execute, cashier's check for \$37,957.18, and Affidavits of Thomas Newman and McKenzie Hunt received this 14th day of July, 2023.

Janet Heaslip
Print Name

Janet Heaslip
Signature

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IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FOR THE 1ST JUDICIAL CIRCUIT
CASE NO: 2023-CP-18-02077

Jennifer Pringle and Dewayne Pringle,
Plaintiffs,

v.

Mackenzie Alice Hunt and Thomas
Christopher Newman,
Defendants.

**PLAINTIFFS’
SUPPLEMENTAL MEMORANDUM
IN OPPOSITION TO DEFENDANTS’
MOTION TO ENFORCE SETTLEMENT**

TO: THE HONORABLE COURT AND ALL COUNSEL OF RECORD

There is no settlement to enforce. Plaintiffs Jennifer and Dewayne Pringle are a married couple. They were in a wreck together. And like many married couples, they prefer to handle things together. Accordingly, they decided that if they could settle both of their claims together, they would do that. But if the insurance company would not settle both claims together, then they would take both claims to trial together.

Consistent with their decision to handle their claims together, Jennifer and Dewayne’s offer letter to State Farm clearly states that their offer to settle is for both claims in exchange for *two* checks – one for Jennifer and one for Dewayne. The offer makes abundantly clear that it is a single offer to settle both claims rather than separate offers as to each claim individually. See excerpts below (highlighting added), and full document as Exhibit A.

THIS OFFER INCLUDES A TIME-LIMITED DEMAND FOR PAYMENT OF POLICY LIMITS, AND, AT 5:00 P.M. EDT ON JULY 17, 2023, THE OFFER WILL BE WITHDRAWN AND WE WILL OBTAIN AN EXCESS JUDGMENT AGAINST YOUR INSUREDS, WHICH WILL IN TURN PROVIDE YOUR INSUREDS WITH A CLAIM AGAINST YOUR INSURANCE COMPANY PURSUANT TO TYGER RIVER PINE CO. v. MARYLAND CASUALTY CO., 170 S.C. 286, 170 S.E. 346 (1933) and MAYES v. PAXTON, 313 S.C. 109, 437 S.E.2d 66 (1993).

We must **RECEIVE**¹¹ the policy limits no later than 5:00 p.m. EDT on July 17, 2023. **This Offer** requires that your insureds provide a sworn and notarized statement that no other insurance coverage available to them could pertain to this loss. For your convenience, I have attached affidavits that meet this condition.

Our requirement for a certified check or cashier's check is a material term of this Offer. Payment by regular draft will be considered a counteroffer and result in the immediate and permanent withdrawal of this Offer.¹²

This Offer only relates to personal-injury and property-damage claims of our clients, not claims that could be made on behalf of any other person or entity. Because underinsured-

Payment must occur as described. Funds received through any other method, including payment through the registry of any court or through the filing of an interpleader action, will not satisfy the terms of **this Offer** and will result in immediate and automatic withdrawal.

¹¹ You must pay the settlement funds by Cashier's **Checks** or Certified Bank **Checks** (not drafts) issued by your insurance company as follows:

- Dewayne Pringle: a *pro rata* apportionment of bodily-injury limits and all remaining property-damage limits, payable to Dewayne Pringle and Poulin, Willey, Anastopoulos, LLC.
- Jennifer Pringle: a *pro rata* apportionment of bodily-injury limits and all remaining property-damage limits, payable to Jennifer Pringle and Poulin, Willey, Anastopoulos, LLC.

My office must **RECEIVE** the **checks** no later than 5:00 p.m. EDT on July 17, 2023. Poulin, Willey, Anastopoulos, LLC's Tax I.D. Number is 88-0895740. For your convenience, we have also attached our firm's W-9. You should mail or hand-deliver these funds to 32 Ann Street, Charleston, SC 29403.

¹² We have done everything reasonable to warn you that only performance will accept **this Offer**. You must meet our **Offer exactly as stated**. Any changes or modifications, or requests for changes or modifications, will be deemed a rejection and counteroffer. See *Sossamon v. Littlejohn*, 241 S.C. 478, 486, 129 S.E.2d 124, 127-28 (1963) (quoting *Cohn v. Penn Beverage Co.*, 313 Pa. 349, 352, 169 A. 768, 769 (1934)). (“[T]he acceptance of the offer must be absolute and identical with the terms of the offer. If one offers another to do a definite thing, and that other person accepts conditionally or introduces a new term into the acceptance, his answer is . . . in effect a counter proposal.”)

As shown above, it is beyond clear that there was a single offer to settle both claims together. Imagine if the local Belks store put a nice pair of wool socks on sale. They are normally \$39.95, but today until 5:00pm, for cash only, Belks will sell the pair for \$2.00. To accept this great offer, a buyer must put *two* dollars on the counter – in exchange he gets *two* socks. In contrast, what he cannot do is put just *one* dollar on the counter, and force Belks to sell him a *single* sock. It is common sense and the law that this sort of picking and choosing cannot be done.¹ Yet that is just what State Farm is attempting to do here.

¹ *Columbia Hyundai, Inc. v. Carll Hyundai, Inc.*, 326 S.C. 78, 80, 484 S.E.2d 468, 469 (1997) (“At common law, a purported acceptance containing terms which did not “mirror” those of the offer operated as a rejection thereof and amounted to a counteroffer.”). None of the purported exceptions to the Mirror Image rule apply here.

Instead of accepting the Pringle's offer to settle the claims together, State Farm sent just one check – for Jennifer only. State Farm agrees that it sent only one check. However, South Carolina law does not permit an offeree to pick and choose which terms of an offer it wants to honor. Instead, in order to accept an offer, an offeree must comply with *all* the terms. Again, an offer to sell a pair of socks for two dollars does not mean that State Farm can force Belks to sell a single sock for a buck.

As shown in the offer letter, the Pringles were willing to settle both of their claims *together* for far less than even the amount of their total medical bills (which State Farm estimates to be roughly \$207,000), let alone any compensation for other elements of damages. In other words, the Pringles offered their claims on sale for a limited time and on very specific terms. One of those terms was that State Farm had to buy both of the claims. Two socks, or no socks. Not one sock.

While there is no requirement that a settlement offer be reasonable², the Pringle's settlement offer in this particular case is indeed reasonable. Here's why: Dewayne was driving the car. Jennifer witnessed the wreck. As a result, any trial is necessarily going to involve both of them regardless of whether there are two plaintiffs or just one. As a result, it is perfectly reasonable for the Pringles to offer to settle for less than full value if they could settle *both* claims – thus avoiding the time, expense, and aggravation of litigation. But it would not make any sense to dramatically under-settle Jennifer's claim by itself (according to State Farm, \$200,000 of the \$207,000 in medical bills are hers) and then have to go through exactly the same amount of time, expense, and aggravation to litigate Dewayne's claim all by itself. If the Pringles were going to be forced to litigate, then it would only make sense to litigate both claims together to get full value. That is why the offer was to settle them both, or neither.

² For which insurance companies should be grateful considering many of the offers they make.

The pertinent law is well settled. Plaintiffs agree with State Farm that in South Carolina jurisprudence, “settlement agreements are viewed as contracts, the enforcement of which is governed by contract principles of law.” *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 241, 672 S.E.2d 799, 802-803 (Ct. App. 2009). Plaintiffs also agree that a valid contract requires an “offer, acceptance, and valuable consideration.” *Id.*

What State Farm neglects to mention is that to be effective, acceptance of an offer must conform to the terms of the offer. *Fender & Latham, Inc. v. First Union Nat. Bank of South Carolina*, 316 S.C. 48, 446 S.E.2d 448 (Ct. App. 1994). Moreover, if an offer prescribes the manner of acceptance, the offeree must comply with its terms in order to create a contract. *Restatement (2nd) of Contracts* § 58 (1981). At common law, no contract is formed if the acceptance varies the terms of the offer. *Johnson Co., Inc. v. Peck Industries, Inc.*, 304 S.C. 101, 403 S.E.2d 146 (Ct. App. 1991) (citing *Sossamon v. Littlejohn*, 241 S.C. 478, 129 S.E.2d 124 (1963)). Instead, an acceptance which adds different or additional terms is treated as a counteroffer, which may be accepted or rejected by the other party. *Id.* Not only is this the law, but in addition, the Pringles’ settlement offer specifically states that any “changes or modifications, or requests for changes or modifications, will be deemed a rejection and counteroffer.” See Exhibit A page 9, shown in excerpt below (emphasis added).

¹² We have done everything reasonable to warn you that only performance will accept this Offer. You must meet our Offer exactly as stated. Any changes or modifications, or requests for changes or modifications, will be deemed a rejection and counteroffer. See *Sossamon v. Littlejohn*, 241 S.C. 478, 486, 129 S.E.2d 124, 127–28 (1963)

CONCLUSION

State Farm admits that it sent only one check. But the Pringles’ letter clearly and unequivocally offers to settle in exchange for *two* checks – one each for husband and wife. As a result, State Farm did not accept the offer, and there is no settlement agreement to enforce – two socks or no socks, not one sock for a dollar. Accordingly, this Court should deny Defendants’ Motion to Enforce Settlement.

Respectfully submitted,

Poulin | Willey | Anastopoulo, LLC

s/ Lane D. Jefferies

Lane D. Jefferies, Esquire

S.C. Bar No.: 101764

Poulin | Willey | Anastopoulo, LLC

32 Ann Street

Charleston, SC 29403

(803) 222-2222

teamjefferies@poulinwilley.com

Charleston, South Carolina
February 4, 2024

IN THE STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
FOR THE FIRST JUDICIAL CIRCUIT
CASE NO: 2023-CP-18-02077

Jennifer Pringle and Dewayne Pringle,

Plaintiffs,

v.

Mackenzie Alice Hunt and Thomas
Christopher Newman,

Defendants.

**PLAINTIFF'S RULE 59(e) MOTION TO
ALTER OR AMEND THIS COURT'S
MARCH 6, 2024 FORM 4 ORDER**

TO: THE HONORABLE COURT AND ALL PARTIES OF RECORD

Pursuant to Rule 59(e) and other applicable authority, Plaintiff hereby moves this Court to Alter or Amend its Form 4 Order entered March 6, 2024 in which the Court granted Defendants' motion to enforce settlement as to Plaintiff Jennifer Pringle and ordered Plaintiff Jennifer Pringle to sign and return a Covenant Not to Execute in favor of State Farm and its insureds. Specifically, Plaintiff respectfully requests that the Court alter or amend its Form 4 Order either to: (a) DENY Defendant's motion for the reasons set forth in Plaintiff's February 4, 2024 Memorandum in Opposition and during oral argument, or (b) fully set forth the factual and legal basis and authority for granting Defendant's motion.

Dated: March 6, 2024

Respectfully Submitted,
POULIN | WILLEY
/s/ Lane D. Jefferies
Lane D. Jefferies
S.C. Bar No.: 101764
32 Ann Street
Charleston, SC 29403
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ATTORNEY FOR THE PLAINTIFFS

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Heath Taylor, Circuit Court Judge

Case No. 2023-CP-18-02077

Mackenzie Alice Hunt and
Thomas Christopher Newman, Respondents,

v.

Jennifer Pringle and Dewayne Pringle, Plaintiffs,

Of whom Jennifer Pringle is, Appellant.

NOTICE OF APPEAL

Pursuant to Rule 203, SCACR, Jennifer Pringle hereby timely appeals the Order of the Court granting Respondents' Motion to Enforce Settlement. The Court issued this Order on March 6, 2024, and Appellant received notice of entry that same day. Appellant timely filed a motion to reconsider, which the Court denied on March 26, 2024.

s/Brian Critzer
Kaye Hearn (S.C. Bar No. 2891)
Brian Critzer (S.C. Bar No. 103159)
WYCHE, P.A.
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April 23, 2024

Attorneys for Appellant

Other Counsel of Record:
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Attorney for Respondents

EXHIBIT A

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Dorchester
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2023CP1802077

Jennifer Pringle et al

PLAINTIFF(S)

Mackenzie Alice Hunt et al

DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED** (CHECK REASON): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN** (CHECK REASON): Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

Defendants' motion to enforce settlement as to Plaintiff Jennifer Pringle is hereby granted. Plaintiff Jennifer Pringle shall sign and return the Covenant Not to Execute in favor of State Farm and its insureds.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/06/2024 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ELECTRONICALLY FILED - 2024 Mar 28 3:47 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1802077



Dorchester Common Pleas

Case Caption: Jennifer Pringle , plaintiff, et al VS Mackenzie Alice Hunt , defendant,
et al
Case Number: 2023CP1802077
Type: Order/Electronic Form 4

IT IS SO ORDERED.

Heath P. Taylor

Electronically signed on 2024-03-06 13:52:31 page 3 of 3

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EXHIBIT B



Dorchester Common Pleas

Case Caption: Jennifer Pringle , plaintiff, et al VS Mackenzie Alice Hunt , defendant,
et al
Case Number: 2023CP1802077
Type: Order/Electronic Form 4

IT IS SO ORDERED.

Heath P. Taylor

Electronically signed on 2024-03-26 10:20:31 page 3 of 3

ELECTRONICALLY FILED - 2024 Mar 23 10:56:19 AM - DORCHESTER - COMMON PLEAS - CASE# 2023CP1802077

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Heath Taylor, Circuit Court Judge

Case No. 2023-CP-18-02077

Mackenzie Alice Hunt and Thomas Christopher Newman,Respondents,

v.

Jennifer Pringle and Dewayne Pringle,Plaintiffs,

Of whom Jennifer Pringle is,Appellant.

PROOF OF SERVICE

I, the undersigned employee of Wyche, P.A., attorneys for Jennifer Pringle, do hereby certify that I have served all counsel of record in this action with a true and correct copy of the Notice of Appeal with Exhibits specified below, pursuant to Supreme Court Order 2022-05-06-04, and a copy of that electronic mail is attached to this certificate.

Pleading(s): Notice of Appeal of Jennifer Pringle, Exhibit A Order Granting Motion to Enforce Settlement, Exhibit B Order Denying Motion to Reconsider


Served:

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April 23, 2024

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ELECTRONICALLY FILED - 2024 Apr 23 3:54 PM - DORCHESTER - COMMON PLEAS - CASE#2023CP1802077

From: [Hanna Roberts](#)
To: megan@cslaw.com
Cc: [Brian Critzer](#); [Kaye Hearn](#)
Subject: Jennifer Pringle, et al. v. Mackenzie Alice Hunt, et al., Case No.: 2023-CP-18-02077
Date: Tuesday, April 23, 2024 3:43:52 PM
Attachments: [Pringle - Notice of Appeal with Exhibits.pdf](#)
[Pringle - Proof of Service of Notice of Appeal.pdf](#)

Good afternoon,

Attached for service upon you in the above matter a Notice of Appeal, with exhibits, and Proof of Service. These documents will be filed with the Court today.

Thank you.

Hanna Roberts | Wyche



Litigation Paralegal
807 Gervais St., Suite 301 | Columbia, SC 29201
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I N D E X

<u>Witness/Description</u>	<u>Page No.</u>
Certificate Page.	14

E X H I B I T S

<u>No.</u>	<u>Description</u>	<u>Ev.</u>
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No exhibits introduced.

1 THE COURT: All right, who's first?

2 CLERK: Okay, first case up is case number
3 2023-CP-18-02077, *Jennifer Pringle v. Mackenzie Alice Hunt*.

4 THE COURT: We have a motion to enforce settlement.
5 Looks like this is defendant's motion. Be happy to hear
6 from you.

7 MS. CORRIE: Good morning, Your Honor. Megan Corrie
8 here for the defendants Mackenzie Alice Hunt and Thomas
9 Christopher Newman. This is our motion to enforce
10 settlement as to plaintiff Jennifer Pringle.

11 Just by way a little bit of background, this is a
12 wreck case. The accident occurred on September 8, 2022, in
13 Berkeley County. It was the two plaintiff Pringles,
14 Jennifer and Dewayne, along with two other two nonsuit
15 claimants in the Pringle vehicle when the accident
16 occurred. All four claimants presented claims to State
17 Farm, the defendants' liability carrier. Settlement
18 negotiations ensued.

19 The Pringles retained Poulin, Willey, Anastopoulo to
20 represent them with respect to their claims, and
21 Anastopoulo standard offers of compromise were sent on
22 behalf of both of their clients on July 3, 2023. The
23 demand demanded beyond limits per person, along with a pro
24 rata apportionment of the remaining PD limits on behalf of
25 each of their clients.

1 Plaintiff Jennifer Pringle presented over \$242,000 of
2 medical specials that she relates to the accident;
3 plaintiff Dewayne Pringle presented only \$6200 in medical
4 specials. So, after evaluating both of the Pringles'
5 claims, along with the remaining two claimants' claims,
6 State Farm decided to accept the offer of compromise for
7 Jennifer Pringle based on her significant injuries, medical
8 specials, and then State Farm decided to reject Dewayne
9 Pringle's because obviously giving him policy limits would
10 leave nothing for the remaining two claimants.

11 More specifically, plaintiff Jennifer Pringle's offer
12 of compromise was a written settlement offer from
13 Anastopoulo to State Farm. I, on behalf of State Farm and
14 the defendant, accepted that offer and complied with all of
15 their conditions of settlement. I'm sure we're familiar
16 with their offers of compromise by now, but we submitted
17 the affidavits by our insured and the owner. We submitted
18 -- we tendered payment via cashier's check as opposed to
19 settlement draft, made the draft out exactly how they
20 required in their demand, drafted a proposed covenant with
21 no indemnification language and all the conditions that
22 they impose on the covenant language, and we got all that
23 done, put it in a packet, hand delivered it to their
24 downtown address on Ann Street by the deadline.

25 We proceeded to get notice of a lawsuit filed against

1 my client months later, and we have not received back the
2 signed covenant not to execute by Jennifer Pringle. Of
3 course, I have asked many times. It has been a bit
4 difficult to communicate with their law firm to determine,
5 you know, where our covenant is and it hasn't been
6 returned.

7 I will say that just a few weeks before this motion
8 hearing, I did get an answer that it's the firm's position
9 that I did not meet the demand. No elaboration. I did
10 read the opposing counsel's memo in opposition of my motion
11 here today, and again there was no elaboration as to how I
12 did not meet their demand as to Jennifer Pringle. Their
13 only point of contention was, you know, Rule 43(k) meant
14 that this whole settlement negotiation and agreement was
15 invalid because Rule 43(k) wasn't complied with.

16 To that point briefly, I would just argue that Rule
17 43(k) does not apply to these presuit settlement
18 negotiations and the presuit settlement. Even more
19 broadly, I'd say that our rules of civil procedure apply to
20 suits, not presuit claims and settlement negotiation. Rule
21 1 says that the rules govern the procedure in all South
22 Carolina courts in all suits, but there wasn't a suit when
23 we settled with Ms. Pringle.

24 THE COURT: Well, then if Rule 43(k) doesn't apply,
25 then what authority do I have to enforce it?

1 MS. CORRIE: I would really just rely on simple
2 contract law, Your Honor. They made a written settlement
3 offer and we accepted that offer, and consideration was
4 exchanged in the form of we tendered our policy limits in
5 exchange for Ms. Pringle's forbearance and agreement not to
6 execute any judgments against our client, Your Honor.

7 THE COURT: Okay.

8 MS. CORRIE: So with that, you know, basic contract
9 law principles, we would just ask that the court direct Ms.
10 Pringle to sign the covenant not to execute in favor of my
11 client. Thank you.

12 THE COURT: So, you're telling me this action had not
13 commenced when you believe you accepted ---

14 MS. CORRIE: That's correct.

15 THE COURT: --- the offer of settlement?

16 MS. CORRIE: That's correct. The offer of settlement
17 was issued on July 3rd. I believe we accepted on or about
18 the 9th, I want to say, but it was within their timeframe
19 laid out in the offer, and suit was not filed until close
20 to the end of the year. So, multiple months afterwards.

21 THE COURT: Yes. It looks like the suit was filed
22 December 22nd.

23 MS. CORRIE: Yes, Your Honor.

24 THE COURT: All right, counsel.

25 MR. JEFFERIES: Thank you, Your Honor. May it please

1 the court? Lane Jefferies for the plaintiffs.

2 We agree with defense counsel that contract law
3 governs. Rule 43(k) I don't think has any application
4 here. It was presuit, so I absolutely agree about that.

5 I came into this case on Friday, filed a supplemental
6 memo yesterday, I believe, and I will be glad to hand up a
7 copy of that, and I'll hand a copy to opposing counsel. I
8 know it's on file, but...

9 Your Honor, may I approach?

10 THE COURT: Yes, sir.

11 MR. JEFFERIES: Your Honor, opposing counsel would be
12 correct if there were two offers. If there was an offer to
13 settle Dewayne Pringle's claim and a separate offer to
14 settle Jennifer Pringle's claim, then they could certainly
15 accept one and not accept the other, but that's not what's
16 here. What's here -- and it's really clear and I'll hand
17 up an annotated copy of this offer letter -- is a single
18 offer, one offer to settle both claims, both claims
19 together.

20 This is a married couple. They got in a wreck
21 together; they wanted to resolve these things together. He
22 was driving. She's a witness. So, if they have to go to
23 trial, it's going to be the same trial whether both of them
24 are plaintiffs or just one, right? It's going to be the
25 same amount of time and expense and aggravation and all

1 that. So, their position was if we can settle both claims,
2 we'll take less, dramatically under settling, by the way,
3 because damages together, just the medical bills alone, as
4 opposing counsel noted, are over \$200,000. They were
5 willing to settle both claims just within the policy limits
6 but only if they settled both. If they were going to have
7 to go to trial, they would try both claims.

8 And, Your Honor, if I may, I'd like to hand up an
9 annotated copy of this offer because it will make it a
10 little easier to see. I'll give opposing counsel a copy as
11 well. May I approach?

12 THE COURT: Yes, sir. Thank you.

13 MR. JEFFERIES: So, Your Honor, there is an offer
14 letter. What I want to draw Your Honor's attention to are
15 some of the highlighted sections starting on page 1. What
16 you'll notice is that this talks about an offer of
17 compromise, a single offer. Not two offers in one letter,
18 a single offer. Bottom of page 1, offer of compromise. If
19 you flip over to page 8, once again the offer, singular.
20 Not the offers, not these offers, the offer highlighted at
21 the bottom of page 8. Page 9 it says it over and over. I
22 think it's, like, a dozen times in here: the offer, this
23 offer, the offer, our offer. All singular. Nowhere in
24 this letter does it refer to multiple, severable offers.
25 It's always one offer to settle both claims.

1 And the analogy I gave is this. Imagine if -- and
2 this is in the memo. Imagine if Belk's has a, a nice pair
3 of socks or a \$40 pair of socks, right? They put them on
4 sale. Today only: cash only, \$2 for the pair of socks.
5 The only way you can accept that offer, and that's a great
6 offer, is to come in to Belk's and put \$2 on the counter,
7 and that accepts the offer. You get a pair of socks for
8 \$2. What you can't do is go into Belk's and put a dollar
9 on the counter and say I insist you sell me just one sock
10 for a buck because that's not the offer. It's a pair, and
11 it's the same thing in here. Over and over and over the
12 offer, the offer, the offer.

13 So, opposing counsel, she didn't mention it today, but
14 I saw in the memo they made a lot of the fact that these
15 claims are legally capable of being settled separately, and
16 that's true, just like socks are legally capable of being
17 sold individually. It's not like they're, you know, Lucy's
18 cigarettes where there's a law against it. But just
19 because they're legally capable does not mean that's the
20 offer that was made, and this offer is clear as a bell.
21 It's one offer to resolve both cases.

22 Had they done that, had they sent two checks, it would
23 have been resolved, but they didn't. They made a
24 counteroffer to accept, essentially to buy one sock for a
25 buck, and that is not acceptance of the plaintiffs' offer.

1 For that reason, there was no -- there was no agreement
2 entered into. There was no acceptance. There is no
3 contract. There is nothing to enforce, and the lawsuit
4 needs to proceed.

5 THE COURT: Anything reply?

6 MS. CORRIE: Yes, Your Honor. So in general, you
7 know, in looking at opposing counsel's memo, which I'm just
8 seeing now for the first time, yes, it has offer in the
9 singular but, I mean, you could make that argument about
10 any combination of claimants. There were two other
11 claimants that also have separate and independent claims.
12 It's two different people. Yes, they're a married couple,
13 but this is two different people. They have two completely
14 different injuries, two completely different sets of
15 medical bills, drastically different claims. Jennifer
16 Pringle has got over \$200,000 medical specials; Dewayne has
17 6000.

18 In the settlement offer, as opposing counsel has
19 handed up to you, they're in completely different,
20 separated out, highlighted portions summarizing one party's
21 claims and then summarizing another party's claims. On
22 page 2 of his memo, the, the footnote that's referenced in
23 their offer, there's two separate checks that they want.
24 They want a check for Dewayne Pringle, and then they want a
25 separate check for Jennifer Pringle's portion. This is two

1 offers combined on one sheet of paper. You could do it
2 with unlimited amount of claimants, but that does not mean
3 that we have to accept every single independent claim in
4 order to meet the demand.

5 This is completely separate claims, and we, we were
6 able to accept just one of them. You know, that, that
7 would be our argument, that this is two separate claims
8 and, you know, it's really just opposing counsel trying to
9 piggyback a, for lack of a better word, much smaller claim
10 of Dewayne Pringle onto this potentially massive claim of
11 Jennifer Pringle, and I don't think that that's reasonable.

12 THE COURT: Okay.

13 MR. JEFFERIES: Your Honor, very brief word in reply?

14 THE COURT: Sure.

15 MR. JEFFERIES: That's exactly what it is, trying to
16 hitch the two claims together. That's exactly what the
17 married couple offered to do was to settle them both or to
18 try them both. That's why we said offer throughout in the
19 singular.

20 And I would draw Your Honor's attention to what
21 opposing counsel just mentioned about separate checks.
22 Yes, you look at the bottom of page 9, it talks about
23 checks. You may send -- you may accept this offer by
24 sending checks, checks, two of them. You may accept,
25 accept this offer by sending two checks, not one. There's

1 no provision in here for sending one check. It's really
2 clear. It's a single offer. You send two checks and
3 you've satisfied it.

4 Just like, Your Honor, if you were to buy, you know, a
5 flats boat and a trailer, right? They're being sold
6 together. They're different things, but if the dealership
7 agrees to give you that trailer for 100 bucks when you buy
8 the boat, you got to buy them together. You can't just
9 walk in there and say, well, you know what? I'm not buying
10 the boat, but I will take that \$100 trailer. The two are
11 hooked together; it's a package deal.

12 I know they read it differently, but they should have
13 read what the words said. The words say offer, singular,
14 in exchange for checks, plural, and that's not what they
15 did.

16 MS. CORRIE: Your Honor, if I may briefly?

17 THE COURT: Sure.

18 MS. CORRIE: Nowhere in the offer did it is say one
19 claim must be settle without the other. It's like I said.
20 They were laid out separately. This is simply two
21 completely different claims on one sheet of paper. Nowhere
22 did it say you must accept both claimants' demand and both
23 claimants' offers. Otherwise, you cannot settle either
24 one. That's nowhere in the offer.

25 THE COURT: Okay. I think I understand everything.

1 MS. CORRIE: Thank you, Your Honor.

2 THE COURT: I'll take it under advisement.

3 MR. JEFFERIES: Thank you, Your Honor.

4 THE COURT: All right.

5 MS. CORRIE: Thank you, Your Honor.

6 --- **END OF TRANSCRIPT OF RECORD** ---

CERTIFICATE

I, THE UNDERSIGNED ELIZABETH B. HARRIS, CERTIFIED VERBATIM OFFICIAL COURT REPORTER FOR THE FIFTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE HEARING OF THE CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE CIRCUIT COURT FOR DORCHESTER COUNTY, SOUTH CAROLINA, ON THE 5TH DAY OF FEBRUARY, 2024.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL, NOR INTEREST IN ANY PARTY HERETO.

/S/Elizabeth B. Harris, CVR-M-CM

COLUMBIA, SOUTH CAROLINA

MARCH 16TH, 2024

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas
The Hon. Heath P. Taylor, Circuit Court Judge

Appellate Case No. 2024-000677

Jennifer Pringle and Dewayne Pringle,..... Plaintiffs,

Of Whom Jennifer Pringle is theAppellant,

v.

Mackenzie Alice Hunt and Thomas Christopher Newman, Respondents.

CERTIFICATE OF COUNSEL

I certify that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

October 4, 2024

s/Brian Critzer
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