

RECEIVED

Mar 24 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Appellate Case No. 2024-000592

Cassiopia Rhoads..... Respondent-Appellant,

v.

Aiken County Sheriff’s Office..... Appellant-Respondent.

**MOTION TO INCLUDE IN RECORD ON APPEAL
NEW MATTER NOT ORIGINALLY PRESENTED TO THE TRIAL COURT**

Respondent-Appellant Cassiopia Rhoads (“Rhoads”) hereby moves to include in the record on appeal new materials for consideration which did not exist at the time the trial court rendered its decision being appealed by Rhoads.

Rhoads is appealing the trial court’s August 19, 2024 Order, which reversed previous denials of Appellant-Respondent Aiken County Sheriff’s Office (“ACSO”) argument that Rhoads was prohibited by S.C. Code §15-78-70(d) from prosecuting her claims/causes of action against ACSO because she had previously settled with a non-governmental, independent-contracting co-defendants in the same lawsuit, Southern Health Partners, Inc. and Robert J. Williams, M.D. (collectively “SHP”).

Three months after the trial court denied Rhoads’ motion to reconsider its August 19, 2024 Order, thus lifting the stay on the current pending appeals, a verified petition for settlement was

filed in another case involving a plaintiff injured at ACDC. *See* Exhibit 1, *Lila Crow, as Personal Representative of the Estate of Adam Crow v. Michael Hunt, in his representative capacity as Sheriff of Aiken County, et al.*, C/A No.2020-CP-02-01434; 2024.09.30 *Verified Petition*.

In *Crow*, ACSO (being represented by the same counsel as in the present matter), is paying six figures to settle another “action under the SCTCA” (as the trial court’s August 19, 2024 Order being appealed in this matter would hold) **after** the plaintiff in *Crow* settled with the same SHP defendants. *See* Exhibit 2, 2024.04.30 *Order Approving Wrongful Death and Survival Settlement, Crow*.

Rhoads argues the fact that the same party, represented by the same counsel, under the same procedural and factual scenario, would settle a claim **after** obtaining the ruling currently being appealed, is relevant in showing that ACSO knows the ruling being appealed in this matter was error – at odds with the plain language of the South Carolina Tort Claims Act, its stated purpose and numerous controlling appellate decisions. *See Wooten by Wooten v. South Carolina DOT*, 326 S.C. 516, 485 S.E.2d 119 (Ct. App. 1997); *Wade v. Berkeley County*, 339 S.C. 513, 529 S.E.2d 743 (Ct. App. 2000); *Smalls v. South Carolina Dep’t of Educ.*, 339 S.C. 208, 528 S.E.2d 682, (Ct. App. 2000); *Chester v. S.C. Dep’t of Pub. Safety*, 388 S.C. 343, 698 S.E.2d 559 (2010); and *Rutland v. South Carolina DOT*, 400 S.C. 209, 734 S.E.2d 142 (2012).

It is appropriate for this Court to allow this new matter to be submitted in the record on appeal pursuant to the rules of evidence and established precedent.

Rule 201(d) SCRE is titled “Judicial Notice of Adjudicative Facts” and states in relevant part:

- (b) Kinds of Facts. A judicially noticed fact ***must be one not subject to reasonable dispute in that it is*** either (1) generally known within the territorial jurisdiction of the trial court or (2) ***capable of accurate and ready***

determination by resort to sources whose accuracy cannot reasonably be questioned.

- (c) When Discretionary. A court ***may take judicial notice, whether requested or not.***
- (d) When Mandatory. A court ***shall take judicial notice if requested by a party and supplied with the necessary information.***
- (f) Timing of Taking Notice. Judicial notice may be taken ***at any stage of the proceeding.***

Rule 201(b), (c), (d) & (f) SCRE, (emphasis added).

Rhoads requests this Court take judicial notice of these facts from the Crow case, pursuant to Rule 201 SCRE, as official filings in the record of an order approving settlement and a verified petition to approve settlement are facts which are “not subject to reasonable dispute” in that they are “capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned.” Rule 201(b) SCRE.

In *Doe v. Bishop of Charleston*, in finding that the trial court’s reliance on transcripts and court order in the underlying class action case did not convert a motion to dismiss into a motion for summary judgment, the South Carolina Supreme Court noted that under federal rules, courts may consider facts subject to judicial notice, including orders and records in underlying cases. *Doe v. Bishop of Charleston*, 407 S.C. 128, 135, 754 S.E.2d 494, 498 (2014); *General Time Corp. v. Bulk Materials Inc.*, 826 F. Supp. 471, 473 (M.D. Ga. 1993) (consent order); *Stahl v. U.S. Dept. of Agriculture*, 327 F.3d 697, 700 (8th Cir. 2003) (contract documents).

In *Shores v. Weaver*, 315 S.C. 347, 433 S.E.2d 913 (Ct. App. 1993), this Court reviewed the record of another case, *Merit Insurance Company v. Koza*, 274 S.C. 362, 264 S.E.2d 146 (1980), to help decide a case:

We have examined the appellate record in *Koza*. See *Stanley Smith & Sons, Inc. v. Dumas*, 431 S.E.2d 595 (1993) (Davis Adv. Sh. No. 14 at 20) (wherein

this Court took notice of the contents of the appellate record in another, unrelated case).

Shores at 355, 917 (emphasis added).

Respondent-Appellant Rhoads respectfully argues that the fact Appellant-Respondent ACSO settled another case after the trial court's ruling, under the exact same procedural and factual scenario as the one under which the trial court issued the order being appealed by Rhoads, is a relevant fact this Court can and should consider under the judicial notice allowed by Rule 201 SCRE and Shores.

Respondent-Appellant Rhoads respectfully requests the Court GRANT her motion.

March 24, 2025
Columbia, South Carolina

s/ Francis M. "Brink" Hinson, IV
Francis M. "Brink" Hinson, IV (SC Bar # 74917)
HHP LAW GROUP, LLC
924 Gervais Street
Columbia, SC 29201
E: brink@hhplawgroup.com
T: 803.400.8277
–and–
Patrick J. McLaughlin (SC Bar # 73675)
WUKELA LAW FIRM
P.O. Box 13057
Florence, SC 29504-3057
E: patrick@wukelalaw.com
T: 843.669.5634
Attorneys for Respondent-Appellant Rhoads

Exhibit 1

STATE OF SOUTH CAROLINA)
 COUNTY OF AIKEN)
)
 Lila Crow, as Personal Representative of)
 the Estate of Adam Crow,)
)
 Plaintiff,)
)
 vs.)
)
 Michael Hunt, in his representative capacity)
 as the Sheriff of Aiken County, Aiken)
 County Sheriff's Office, Aiken County,)
 Aiken Regional Medical Center, Universal)
 Health Services, and James Mock, M.D.,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 SECOND JUDICIAL CIRCUIT

Civil Action No.: 2020-CP-02-01434
(consolidated with 2019-CP-02-01198)

**VERIFIED PETITION
 FOR APPROVAL OF
 WRONGFUL DEATH AND
 SURVIVAL SETTLEMENT AS
 TO THE ACSO DEFENDANTS**

TO: THE PRESIDING JUDGE OF THE COURT OF COMMON PLEAS FOR AIKEN COUNTY, SOUTH CAROLINA:

Lila Crow, in her capacity as the duly appointed Personal Representative of the Estate of Adam Crow and on behalf of Adam Crow’s statutory beneficiaries (“Petitioner/Plaintiff”), would respectfully show unto the Court as follows:

Overview

1. Adam Crow died intestate on May 16, 2017. At the time of his death, Adam Crow was unmarried and his adult two sons, Nathaniel Crow and Adam Crow, Jr., are his sole statutory beneficiaries under the law of South Carolina.
2. Lila Crow is the duly qualified and acting Personal Representative of the Estate of Adam Crow, having been so appointed by order of the Edgefield County Probate Court.
3. Francis M. “Brink” Hinson, IV, Esq. (with HHP Law Firm, LLC) and Robert V. Phillips, Esq. (with McGowan Hood Felder & Phillips, LLC) are counsel for Petitioner/Plaintiff.
4. Petitioner/Plaintiff has brought claims and causes of action against Michael Hunt, in his representative capacity as the Sheriff of Aiken County, Aiken County Sheriff’s Office, Aiken County (hereinafter these three defendants are referenced as “the ACSO Defendants”). These claims and causes of action against the ACSO Defendants include claims: (1) for the Estate of

Adam Crow through a survival action pursuant to S.C. Code §15-5-90; and (2) for Adam Crow's statutory beneficiaries through a wrongful death action pursuant to S. C. Code §15-51-10, *et. seq.* These claims seek to recover damages relating to the death of Adam Crow, which Petitioner/Plaintiff alleges proximately resulted from the negligence and/or grossly negligent acts/omissions of the Defendants.

5. A summary of Petitioner's/Plaintiff's allegations are as follows: On the afternoon of Tuesday, May 16, 2017, Adam Crow died from suicide at the Aiken County Detention Center. Petitioner's/Plaintiff's asserts the ACSO Defendants and their employees/agents failed to take reasonable steps to prevent Adam's death. The ACSO Defendants have denied and defended these claims and causes of action. Petitioner's/Plaintiff also alleges claims against Aiken Regional Medical Center, Universal Health Services, and James Mock, M.D., asserting they failed to provide appropriate evaluation of and care to Adam when he was in Aiken Regional Medical Center's emergency department just a few hours prior to suicide.

Proposed Settlement Terms and Allocation Between Claims

6. Petitioner/Plaintiff agrees and understands that all of the claims and causes of action against the ACSO Defendants are disputed and that the ACSO Defendants have denied liability of any nature or kind. However, in order to avoid the expense and uncertainty of trial, the ACSO Defendants have agreed to pay a total sum of **One Hundred Thousand and No/100 Dollars (\$100,000.00)** to Petitioner/Plaintiff in order to obtain a complete and final disposition of all the claims and causes of action brought against the ACSO Defendants.

7. Payment of the full sum referenced above shall act as a final and complete disposition of all claims and causes of action against the ACSO Defendants, their heirs, successors, assigns, as well as its present and former agents, servants, and employees. However, this payment will not end the Petitioner's/Plaintiff's claims and causes of action against the remaining, non-settling Defendants, which presently include Aiken Regional Medical Center, Universal Health Services, and James Mock, M.D.

8. From the recovery totaling **One Hundred Thousand and No/100 Dollars (\$100,000.00)**, Petitioner/Plaintiff seeks the following allocation (with each to pay a proportional share of attorneys' fees and case costs): (a) **\$90,000.00** be allocated/apportioned to the survival claim for the Estate of Adam Crow; and (b) **\$10,000.00** be allocated/apportioned to the wrongful death claim for the statutory beneficiaries of Adam Crow. Petitioner/Plaintiff believes that, given the facts of the case and damages claimed, the aforementioned allocation/apportionment is reasonable and just and would be fair to all of the claimants involved.

9. Petitioner/Plaintiff has been represented by counsel in this matter and has agreed to pay a contingent attorney fee in the amount of 40% of the total recovery, plus case costs advanced. Petitioner's/Plaintiff's attorneys have agreed to waive an attorney fee from this settlement recovery; however, from any future recovery that may be received in the ongoing litigation related to the death of Adam Crow, Petitioner/Plaintiff's counsel specifically reserve their right to seek payment of the fee to which they would be entitled to receive from this settlement. Pertaining to case costs advanced, \$60,000.00 of the settlement proceeds are to reimburse Petitioner/Plaintiff's counsel for the case costs they have advanced in the furtherance of this litigation. Petitioner/Plaintiff's counsel has provided her with a written accounting of all litigation expenses (which includes items such as filing fees, charges from expert witnesses, postage, court reporter fees, attorneys' travel costs to attend depositions, etc.) that, notably, exceeds \$60,000.00. From any future recovery that may be received in the ongoing litigation related to the death of Adam Crow, Petitioner/Plaintiff's counsel specifically reserve their right to seek reimbursement of the case expenses advanced and incurred at this time but for which they are not presently being reimbursed. Petitioner/Plaintiff's counsel has provided her with a Disbursement of Funds document that sets forth, in detail, the attorneys' fees (\$0.00) and case costs (\$60,000.00) and net disbursement to the two statutory beneficiaries.

10. This settlement between Petitioner/Plaintiff and the ACSO Defendants shall cover and include all future injuries, expenses, or damages both known and not known, including those which

may later develop or be discovered and including the effects and consequences thereof and that in any way arise out of the injuries to and the death of Adam Crow. Further, the settlement proceeds paid shall serve as full and complete settlement and satisfaction of the past, present and future, claims and causes of action against the ACSO Defendants for all the medical expenses of Adam Crow that are known and that are not now known and/or that may later come to light. However, this settlement between Petitioner/Plaintiff and the ACSO Defendants is not intended to dismiss, impact, or in any way affect Petitioner's/Plaintiff's claims and causes of action against the remaining, non-settling Defendants.

Liens / Estate Handling Fees / Petitioner's Review of Settlement Terms

11. Petitioner/Plaintiff certifies, represents, and otherwise warrants, that any valid subrogation claims/liens in this matter, including but not limited to valid claims/liens related to workman's compensation, Medicaid, Medicare, TRICARE, or private health insurance, shall be paid from the settlement proceeds. If any valid lien exists that is related to the claims, Petitioner/Plaintiff agrees to resolve any valid lien(s) out of the proceeds of this settlement.

12. Petitioner/Plaintiff has carefully considered the matter and believes the settlement to be fair, just, and reasonable. Petitioner/Plaintiff is informed and believes that, under all of the facts and circumstances, the herein-described settlement with the ACSO Defendants is in the best interest of all the claimants, including the Estate of Adam Crow and the statutory beneficiaries of Adam Crow. Further, Petitioner/Plaintiff is of the opinion that the total of attorneys' fees and costs are fair and reasonable under the circumstances and reflect substantial and fruitful efforts put forth by the attorneys and that such fees should be approved by the Court, and that Lila Crow, as Personal Representative, should be authorized to pay such fees and costs out of the settlement proceeds with the balance of the proceeds to be paid in accordance with the law.

WHEREFORE, Petitioner/Plaintiff prays that the settlement outlined above be approved and that, upon payment by or on behalf of the ACSO Defendants in the total sum of **One Hundred**

Thousand and No/100 Dollars (\$100,000.00), Lila Crow be empowered and authorized to execute a full and complete release for all claims and causes of action brought or that could have been brought against the ACSO Defendants, their heirs, successors, assigns, as well as their present and former agents, servants, and employees. However, Petitioner/Plaintiff would note that such a release and the dismissal of the ACSO Defendants should not serve to dismiss, impact, or in any way affect Petitioner's/Plaintiff's claims and causes of action against the remaining, non-settling Defendants.

December 30, 2024
Columbia, South Carolina

Respectfully submitted,

/s/ Francis M. Hinson, IV

Francis M. "Brink" Hinson, IV (SC Bar # 74917)

HHP LAW GROUP, LLC

924 Gervais Street

Columbia, SC 29201

T: 803.400.8277

E: brink@hhplawgroup.com

—and—

Robert V. Phillips (SC Bar # 68458)

MCGOWAN HOOD FELDER & PHILLIPS, LLC

1539 Health Care Drive

Rock Hill, SC 29732

T: 803.327.7800

E: rphillips@mcgowanhood.com

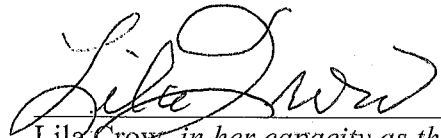
Counsel for the Plaintiff

<Petitioner's Verification on Page Following>

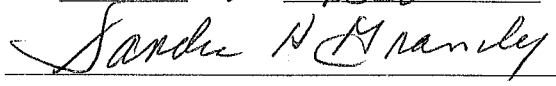
STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)

VERIFICATION

The undersigned, who being duly sworn, deposes and says: She has read the foregoing *Verified Petition for Approval of Wrongful Death and Survival Settlement as to the ACSO Defendants* and that the matters and things stated therein are, to the best of her knowledge, truthful and accurate, except for such matters and things as may be set forth therein on information and belief, and those, she believes to be truthful and accurate.



Lila Crow, in her capacity as the Personal Representative of the Estate of Adam Crow

Subscribed and sworn to before me
this 23rd day of December 2024.


Notary Public for the State of S.C.
My commission expires: 1-3-2028

Exhibit 2

STATE OF SOUTH CAROLINA)
 COUNTY OF AIKEN)
)
 Lila Crow, as Personal Representative of)
 the Estate of Adam Crow,)
)
 Plaintiff,)
)
 vs.)
)
 Michael Hunt, in his representative capacity)
 as the Sheriff of Aiken County, Aiken)
 County Sheriff's Office, Aiken County,)
 Southern Health Partners, Inc., Robert J.)
 Williams, M.D., Aiken Regional Medical)
 Center, Universal Health Services, and)
 James Mock, M.D.,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 SECOND JUDICIAL CIRCUIT

Civil Action No.: 2020-CP-02-01434
 (consolidated with 2019-CP-02-01198)

**ORDER
 APPROVING WRONGFUL DEATH
 AND SURVIVAL SETTLEMENT**

This matter comes before the Court upon the *Verified Petition for Approval of Wrongful Death and Survival and Settlement* submitted by Lila Crow (hereinafter sometimes referred to as "Petitioner/Plaintiff"), as the duly appointed Personal Representative of the Estate of Adam Crow (her son) seeking the Court's approval of a settlement and proposed disbursement of settlement proceeds as reached from a recent resolution with Defendant Southern Health Partners, Inc., who is one of the defendants in the above-captioned case.

Petitioner/Plaintiff Lila Crow, in her capacity as the Personal Representative of the Estate Adam Crow, has come before this Court, via a Webex hearing held April 25, 2024, been duly sworn, and shown and otherwise demonstrated to the Court as set forth below.

Overview

1. Adam Crow died intestate on May 16, 2017. At the time of his death, Adam Crow was unmarried and his adult two sons, Nathaniel Payton Crow and Adam Wesley Crow, Jr., are his sole statutory beneficiaries under the law of South Carolina.

2. Lila Crow is the duly qualified and acting Personal Representative of the Estate of Adam Crow, having been so appointed by order of the Edgefield County Probate Court.

3. Francis M. “Brink” Hinson, IV, Esq. (with HHP Law Firm, LLC) and Robert V. Phillips, Esq. (with the McGowan Hood Felder & Phillips, LLC) are counsel for Petitioner/Plaintiff.

4. Petitioner/Plaintiff has brought claims and causes of action against Southern Health Partners, Inc. (hereinafter sometimes referred to as “Southern Health Partners” or “SHP”). These claims and causes of action against Defendants include claims: (1) for the Estate of Adam Crow through a survival action pursuant to S.C. Code §15-5-90; and (2) for Adam Crow’s statutory beneficiaries through a wrongful death action pursuant to S. C. Code §15-51-10, *et. seq.* These claims seek to recover damages relating to the death of Adam Crow, which Petitioner/Plaintiff alleges proximately resulted from the negligence and/or grossly negligent acts/omissions of the Defendants.

5. A summary of Petitioner’s/Plaintiff’s allegations regarding Adam Crow’s death, are as follows: On the afternoon of Tuesday, May 16, 2017, died from suicide after suffering from severe depression for many years, at the Aiken County Detention Center. Petitioner’s/Plaintiff’s asserts that Adam’s actions were foreseeable and the Defendants in this case failed to take reasonable steps to prevent Adam’s death. The Defendants have denied and defended these claims and causes of action.

Proposed Settlement Terms and Allocation Between Claims

6. Petitioner/Plaintiff agrees and understands that all of the claims and causes of action against of Defendant Southern Health Partners are disputed and that Defendant SHP has denied liability of any nature or kind. However, in order to avoid the expense and uncertainty of trial, Defendant SHP has agreed to pay a total sum of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**

to Petitioner/Plaintiff in order to obtain a complete and final disposition of all the claims and causes of action brought against Defendant SHP.

7. Payment of the full sum referenced above shall act as a final and complete disposition of all claims and causes of action against Defendant Southern Health Partners (SHP), its heirs, successors, assigns, as well as its present and former agents, servants, and employees. However, this payment will not end the Petitioner's/Plaintiff's claims and causes of action against the remaining, non-settling Defendants.

8. From the recovery totaling **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**, Petitioner/Plaintiff seeks the following allocation (with each to pay a proportional share of attorneys' fees and case costs): (a) **\$12,500.00** be allocated/apportioned to the survival claim for the Estate of Adam Crow; and (b) **\$12,500.00** be allocated/apportioned to the wrongful death claim for the statutory beneficiaries of Adam Crow.

9. Petitioner/Plaintiff believes that, given the facts of the case and damages claimed, the aforementioned allocation/apportionment is reasonable and just and would be fair to all of the claimants involved.

10. Petitioner/Plaintiff has been represented by counsel in this matter and has agreed to pay a contingent attorney fee in the amount of 40% of the total recovery, plus case costs advanced. However, Petitioner's/Plaintiff's attorneys have agreed to waive this fee and reimbursement of case costs, but, from any future recovery that may be received in the ongoing litigation related to the death of Adam Crow, reserve their right to seek payment of the fee to which they would be entitled to receive from this settlement, as well as case costs advanced.

11. This settlement between Petitioner/Plaintiff and Defendant Southern Health Partners shall cover and include all future injuries, expenses, or damages both known and not known, including

those which may later develop or be discovered and including the effects and consequences thereof and that in any way arise out of the injuries to and the death of Adam Crow. Further, the settlement proceeds paid shall serve as full and complete settlement and satisfaction of the past, present and future, claims and causes of action against the Defendant Southern Health Partners for all the medical expenses of Adam Crow that are known and that are not now known and/or that may later come to light. However, this settlement between Petitioner/Plaintiff and Defendant SHP is not intended to dismiss, impact, or in any way affect Petitioner's/Plaintiff's claims and causes of action against the remaining, non-settling Defendants.

Liens / Estate Handling Fees / Petitioner's Review of Settlement Terms

12. Petitioner/Plaintiff certifies, represents, and otherwise warrants, that any valid subrogation claims/liens in this matter, including but not limited to valid claims/liens related to workman's compensation, Medicaid, Medicare, TRICARE, or private health insurance, shall be paid from the settlement proceeds. If any valid lien exists that is related to the claims, Petitioner/Plaintiff agrees to resolve any valid lien(s) out of the proceeds of this settlement.

13. Petitioner/Plaintiff has carefully considered the matter and believes the settlement to be fair, just, and reasonable. Petitioner/Plaintiff is informed and believes that, under all of the facts and circumstances, the herein-described settlement with Defendant Southern Health Partners is in the best interest of all the claimants, including the Estate of Adam Crow and the statutory beneficiaries of Adam Crow. Further, Petitioner/Plaintiff is of the opinion that the total of attorneys' fees and costs are fair and reasonable under the circumstances and reflect substantial and fruitful efforts put forth by the attorneys and that such fees should be approved by the Court, and that Lila Crow, as Personal Representative, should be authorized to pay such fees and costs

out of the settlement proceeds with the balance of the proceeds to be paid in accordance with the law.

IT IS ORDERED that the *Verified Petition for Approval of Wrongful Death and Survival and Settlement*, outlined above and submitted by the Petitioner/Plaintiff, is APPROVED. In exchange for payment to Petitioner/Plaintiff made by or on behalf of Defendant Southern Health Partners, Inc. in the total sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00), Lila Crow, as the duly appointed Personal Representative of the Estate of Adam Crow, is empowered and authorized to execute a full and complete release for all claims and causes of action that have been brought or that could have been brought against Southern Health Partners, Inc. and its employees servants, heirs, successors, and assigns. This Order does not conclude this civil action, as Petitioner/Plaintiff's claims against the non-settling defendants remain.

AND IT IS SO ORDERED.

**THE HONORABLE COURTNEY CLYBURN POPE
CIRCUIT COURT JUDGE**

<judicial e-signature and date found on a subsequent page>



Aiken Common Pleas

Case Caption: Adam Crow , plaintiff, et al VS Southern Health Partners Inc ,
defendant, et al
Case Number: 2020CP0201434
Type: Order/Approval Of Settlement

So Ordered

The Honorable Courtney Clyburn Pope

RECEIVED

Mar 24 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas

Eugene H. Griffith, Jr., Circuit Court Judge

Civil Action Case No. 2020-CP-02-02238

Appellate Case No. 2024-000592

Cassiopia RhoadsRespondent-Appellant

v.

Aiken County Sheriff's Office.....Appellant-Respondent

PROOF OF SERVICE

The undersigned, counsel for Respondent-Appellant Rhoads, does hereby certify that on the date indicated below the **MOTION TO INCLUDE IN RECORD ON APPEAL NEW MATTER NOT ORIGINALLY PRESENTED TO THE TRIAL COURT** was served on counsel for Appellant-Respondent Aiken County Sheriff's Office via email and via United States Mail, first-class postage pre-paid, to the following:

COUNSEL: Andrew F. Lindemann
LINDEMANN LAW FIRM, P.A.
P.O. Box 6923
Columbia, SC 29260
E: andrew@ldlawsc.com
Attorney for Appellant-Respondent

<signature on page following>

Respectfully submitted,



March 24, 2025
Columbia, SC

Francis M. "Brink" Hinson, IV (SC Bar No. 74917)
HHP Law Group, LLC
2020 Assembly St.
Columbia, SC 20201
T: 803.400.8277
E: brink@hhplawgroup.com

—and—

Patrick J. McLaughlin (SC Bar No. 73675)
Wukela Law Firm
P.O. Box 13057
Florence, SC 29504
T: 843.669.5150
E: patrick@wukelalaw.com

Attorneys for Respondent-Appellant Rhoads

March 24, 2025

Via Email Only

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
Email: ctappfilings@sccourts.org

Re: Cassiopia Rhoads v. Aiken County Sheriff's Office
Appellate Case No. 2024-000592
Civil Action No.: 2020-CP-02-02238
Status of Transcript Order

Dear Ms. Kitchings,

Enclosed and for filing, please find the *Motion to Include in Record on Appeal New Matter Not Originally Presented to the Trial Court, Exhibits 1&2 and Proof of Service* in connection with the above-referenced matter.

Our firm's check in the amount of \$50.00 for the filing fee will be hand delivered on March 25, 2025.

Should you have any questions or require any additional information, please do not hesitate to contact our office directly.

Kindest regards,



Ashley M. Cashdollar

Enclosure(s): *as stated*

cc: Patrick McLaughlin, Esquire (*via email at patrick@wukelalaw.com*)
Andrew Lindemann, Esquire (*via U.S. Mail and email at andrew@ldlawsc.com*)