

**RECEIVED**

**Jan 22 2026**



**SC Court of Appeals**

**SETTLEMENT AGREEMENT**

This Agreement and Covenant Not to Execute is entered and agreed between **American Millenium Insurance Company**, as liability insurance carrier for **Randy David Anderson, Jolly Ehiabhi, and Anagkaso LLC DBA Anagkaso Logistic, and SC Ports Authority** (jointly "Covantees"), **Randy David Anderson, Jolly Ehiabhi, Anagkaso LLC DBA Anagkaso Logistic, and South Carolina Ports Authority** ("Insured"), and **Delores Holloway** ("Claimant").

**WITNESSETH**

WHEREAS, Sherica Powell suffered bodily injuries from an automobile accident that occurred on January 25, 2023. Claimant asserts that Insureds were at fault in causing the accident, which resulted in the injuries and damages sustained by Claimant, and that Claimant is legally entitled to recover damages from Insureds in a sum in excess of One Million Dollars and No/100 (\$1,000,000.00); and

WHEREAS, Insureds had in force and effect at the time of the accident a policy of insurance with American Millenium Insurance Company insuring them against loss from liability imposed by law for damages arising out of the use of the automobile involved in the accident, with liability coverage limits of One Million Dollars and No/100 (\$1,000,000.00) for each accident; and

WHEREAS, Claimant believes that other insurance policies may provide underinsured motorist coverage benefits, additional liability coverage (e.g. insurance upon the trailer), and/or excess liability coverage; and

WHEREAS, Claimant and American Millenium Insurance Company have negotiated in an attempt to settle Claimant's claim against Insureds wherein American Millenium Insurance Company will pay Fifty Eight Thousand, Nine Hundred, Sixty Dollars and Eighty-Seven Cents (\$58,960.87) of the liability policy limit and coverage to Claimant to obtain a release from Claimant from all claims that have been or may be asserted against Insureds on account of Claimant's bodily injuries and damages; but Claimant is unwilling to provide a release that might be construed to prevent the prosecution of a claim for underinsured motorist coverage benefits, additional liability coverage and/or excess liability coverage(s); and

WHEREAS, Claimant and Covantees have now agreed on a settlement pursuant to which Covantees will pay to Claimant Fifty Eight Thousand, Nine Hundred, Sixty Dollars and Eighty-Seven Cents (\$58,960.87) of the liability insurance coverage in consideration for Claimant agreeing to forego any action or proceeding on account of bodily injuries and/or damages that will result in Insured becoming personally liable to pay Claimant or anyone claiming on behalf of Claimant any sum in excess of all liability and or underinsured insurance coverage limit(s), and

for Claimant agreeing to apply such insurance coverage limit(s) in full and complete satisfaction of any and all claims against Covenantees and to protect Covenantees from any loss on account of any claim or judgment based on or arising from Claimant's bodily injuries and damages.

NOW, THEREFORE, Claimant, for and in consideration of the sum of Fifty Eight Thousand, Nine Hundred, Sixty Dollars and Eighty-Seven Cents (\$58,960.87) the receipt and sufficiency of which is acknowledged, agree and covenant as follows:

1. Claimant will not attempt to collect any sum directly from Covenantees by any means, including, but not limited to, execution on or other enforcement of any judgment rendered against Insureds; however, Claimant reserves the right to attempt to establish that Claimant is legally entitled to recover damages from Insureds for bodily injuries, this part of Claimant's undertaking only precluding Claimant from attempting to collect any damages or any other sum directly from Covenantees and/or their assets, or doing anything that would confer such a right on any other person, including, but not limited to, Claimant's underinsured motorist coverage insurance carrier or other liability insurance carrier(s). However, no provision contained herein releases any rights of Claimant against any underinsured motorist carrier, additional liability carrier, and/or excess liability insurance carrier(s).

2. Claimant, individually and for all heirs, personal representatives, assigns, and all other persons claiming or who may claim under or through them, will execute and deliver to Insureds their heirs, personal representatives, and assigns, a full, complete, and unconditional release and full discharge from any and all liabilities, claims, actions, and causes of action of any kind whatsoever on account of Claimant's bodily injuries or other damages, known or unknown, which have resulted or may in the future develop from this accident, upon the occurrence of the earliest to occur of the following events:

- A. Settlement of all Claimant's claims for underinsured motorist coverage proceeds, additional liability, and/or excess liability proceeds, and receipt of all such payment(s);
- B. Final adjudication of all Claimant's claims to recover underinsured motorist coverage proceeds, additional liability proceeds, and/or excess liability proceeds, and receipt of payment;
- C. Final adjudication that Claimant is not entitled to recover underinsured motorist coverage proceeds, additional liability, and excess liability proceeds;

- D. Abandonment of Claimant's claims for underinsured motorist coverage benefits, additional liability, and excess liability proceeds; or
- E. Expiration of a period of one year after entry of any judgment by Claimant against Insured arising from the motor vehicle accident described above.

If a judgment against Insureds (individually or jointly) for damages arising out of Claimant's bodily injuries or other damages has been entered before the occurrence of the earliest to occur of the foregoing events, Claimant will satisfy the judgment or cause it to be satisfied upon the occurrence of the earliest to occur of those events and will at that time file with each clerk of court in whose office the judgment has been filed such certificate as may be necessary to procure the entry of satisfaction upon the public records of such judgment. Furthermore, Claimant will, immediately upon request execute and deliver such other and further documents as may be required by Insured to demonstrate, record, confirm, and/or effectuate the satisfaction of such judgment.

3. Claimant will not cause to be enrolled or otherwise entered any judgment against Insureds in an amount in excess of the applicable liability coverage paid by or on behalf of Covenantees under this Agreement plus the amount of any underinsured motorist coverage, additional liability coverage, and/or excess liability coverage proceeds claimed to be available and/or received by Claimant. If any judgment is entered, Claimant will promptly satisfy that portion of the judgment with respect to the applicable liability coverage paid by or on behalf of the Covenantees under this Agreement, and will file a certification of such partial satisfaction with each clerk of court in whose office the judgment is enrolled to be entered on the face of the judgment. If a judgment against an Insured is entered in excess of the applicable liability coverage paid by or on behalf of Covenantees under this Agreement, Claimant will promptly satisfy the judgment with respect to such excess and will file a certification of such satisfaction with each clerk of court in whose office the judgment is enrolled to be entered on the face of the judgment, upon the occurrence of the earliest to occur of those events listed in paragraph 2 above.

4. Claimant understands and further agrees and covenants that Covenantees has not admitted and do not admit liability for or fault in the collision or with respect to Claimant's bodily injuries and damages. Nothing in this Agreement and Covenant Not to Execute shall be construed to prevent Insured from defending against any claim of Claimant. Nothing in this Agreement and Covenant Not to Execute shall be construed to prevent Insured from asserting claims or demands, by suit or counterclaim or otherwise against Claimant or any other person, or any damages sustained by Insured in the accident; and this Agreement and Covenant Not to Execute may not be used in any way against Covenantees.

5. Claimant acknowledges and understands that certain liens may exist on these settlement proceeds, such as liens arising from medical services and/or treatment rendered by various medical providers. In further consideration of the sum paid, Claimant agrees that any and all outstanding liens will be satisfied out of these proceeds, specifically including but not limited to any lien held by the government of the United States or by the State of South Carolina, pursuant to any Medicare or Medicaid program. Claimant expressly stipulates and agrees to hold forever harmless Covenantees from any and all actions, causes of action, demands and/or claims of any nature whatsoever which may be made or instituted by any such lienholders for the purpose of enforcing any lien attaching to these settlement proceeds.

6. Claimant understands and acknowledges that neither Insureds, American Millenium Insurance Company, nor any person representing or claiming to represent them has made any representation or statement that (a) Claimant has a claim for underinsured motorist coverage, additional liability insurance coverage, and/or excess liability insurance coverage, (b) the settlement here in evidence will not affect such a claim for underinsured motorist coverage, additional liability coverage, and/or excess liability coverage, or (c) this Agreement and Covenant Not to Execute will protect Claimant from any successful assertion by Claimant's underinsured motorist carrier, additional liability insurance, and/or any excess liability insurance carrier of any defense to Claimant's claim for such coverage. Claimant agrees not to assert any claim against Covenantees or any person or entity representing them on account of this Agreement and Covenant Not to Execute.

7. Claimant understands and further covenants and agrees that this Agreement and Covenant Not to Execute shall and does constitute a release and satisfaction of any lien that might otherwise arise or attach by reason of entry of a judgment against Covenantees as a result of the bodily injuries or other damages sustained by Claimant. This instrument may be pleaded as a complete satisfaction of any judgment against Insureds and as a complete bar to and release of any claim against the assets of Insureds. No future action or inaction by Insured, except express revocation and renunciation of this instrument, may be construed as a relinquishment, waiver, or abandonment of the rights, benefits, and effects of this Agreement and Covenant Not to Execute.

8. Notwithstanding anything to the contrary, Claimant does not waive, limit, or release in any way any potential liability insurance carrier and/or underinsured motorist carrier because of the terms and conditions stated herein.

9. All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this Agreement and Covenant Not to Execute are contractual and are not mere recitals. Claimant further acknowledges

and represents that Claimant has read this Agreement and Covenant Not to Execute and understands it to be a full, final, and binding agreement. If, after the execution of this instrument, any provision or the application thereof to any party or circumstance shall, to any extent, be or become invalid or unenforceable, the remainder of these provisions shall not be affected thereby and every other provision of this instrument shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF Claimant executes this Agreement and Covenant Not to Execute on ***October 19, 2024***.



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**Sherica Powell**