

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

RECEIVED

JUN 09 2016

APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

SC Court of Appeals

The Honorable Marvin H. Dukes, III, Circuit Court Judge

Case No. 2015-CP-07-00218

Sharon Denise Anderson, Plaintiff ..... Respondent,

v.

Linda Jenkins Holmes, Defendant ..... Appellant.

**RECORD ON APPEAL**

MCANGUS GOUDELOCK & COURIE  
Helen F. Hiser  
Megan McNeely  
P.O. Box 650007  
Mount Pleasant, South Carolina 29465  
(843) 576-2900

*Attorneys for Appellant  
Linda Jenkins Holmes*

LAW OFFICE OF CLIFFORD BUSH III, LLC  
Clifford Bush, III  
28 Old Jericho Road  
Beaufort, South Carolina 29906  
(843) 379-9500

*Attorneys for Respondent  
Sharon Denise Anderson*

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015 CP-07-00218

SHARON DENISE ANDERSON

LINDA JENKINS HOLMES

2015 SEP 11 PM 4:00

PLAINTIFF(S)	JERRI ANN ROSENEAU BEAUFORT COUNTY, S.C. CLERK OF COURT	DEFENDANT(S)
Submitted by: BEAUFORT COUNTY MASTER IN EQUITY		Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant

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

- 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:

THIS CAME BEFORE ME ON DEFENDANT'S MOTION TO SET ASIDE DEFAULT JUDGMENT, FILED 6/4/2015. AFTER HEARING FROM PARTIES I HEREBY DENY THE MOTION.

ORDER INFORMATION

This order  ends  does not end the case.  
Additional Information for the Clerk:

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge [Signature] Judge Code 3069 Date 9/11/20

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

CLIFFORD BUSH III

ATTORNEY(S) FOR THE PLAINTIFF(S)

BRETT H. BAYNE  
JOHN A. DELANEY

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: N/A

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
SHARON DENISE ANDERSON

Plaintiff,

v.

LINDA JENKINS HOLMES

Defendant

IN THE COURT OF COMMON PLEAS

Civil Action No. 2015-CP-07-00218

ORDER FOR DAMAGES

RECEIVED  
MAY 27 2015  
11:06:41  
CLERK  
COUNTY OF BEAUFORT  
SOUTH CAROLINA

This matter came before the Court for hearing on May 8, 2015 at 11:00 a.m., for a hearing on unliquidated damages pursuant to Rule 55, SCRPC. Notice for the hearing was given to all parties. Plaintiff, Sharon Denise Anderson and her attorney, Fatima Alexis Zeldan of the Law Office of Clifford Bush, III, LLC were present for the hearing. The Defendant did not appear, nor did any representative thereof. Testimony was provided by Sharon Denise Anderson.

After due consideration and inquiry into the circumstances surrounding the claims, I make the following findings of fact:

1. This matter arises out of an automobile accident occurring on October 7, 2013 in Beaufort, South Carolina.
2. Plaintiff filed a Civil Action Coversheet, Summons and Complaint with the Beaufort County Court of Common Pleas on January 30, 2015.
3. Service of process was perfected against the Defendant on February 6, 2015.

Defendant was personally served by the Beaufort County Sheriff's Office.

4. Defendant failed to answer the Complaint.

5. Plaintiff filed a Motion for Entry of Default Judgment Against Linda Jenkins

Holmes on April 3, 2015.

6. Plaintiff's Counsel contemporaneously filed an Affidavit of Default and Non-Military Service as to Defendant on April 3, 2015.

7. ~~Entry of Default as to Defendant Linda Jenkins Holmes was entered by the~~  
Beaufort County Clerk of Court on April 8, 2015.

8. Notice of the Hearing for Damages was served on the Defendant on April 22,

2015.

9. Plaintiff was present at the Hearing for Damages with her attorney.

10. Defendant failed to appear at the Hearing for Damages.

11. Testimony was taken from the Plaintiff regarding damages.

12. Plaintiff testified she sustained medical damages in the amount of \$3,515.17.

13. Plaintiff testified she sustained loss wages in the amount of \$31,760.00.

14. Plaintiff testified that she still has unsolved injury and pain from the

automobile accident.

**IT IS THEREFORE ORDERED:**

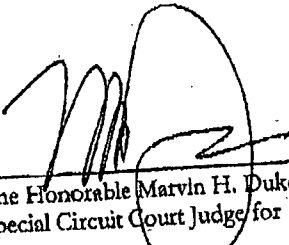
A. Plaintiff is awarded \$40,275.17, as follows:

Medical Expenses: \$3,515.17

Loss Wages: \$31,760.00

Pain/Suffering: \$5,000.00

**IT IS SO ORDERED!!!**



---

The Honorable Marvin H. Dukes, III  
Special Circuit Court Judge for 14<sup>th</sup> Circuit

May 14, 2015  
Beaufort, South Carolina



**Law Office of Clifford Bush III, LLC**

Clifford Bush, III  
*Attorney at Law*

Fatma A. Zeidan  
*Attorney at Law*

**CONFIDENTIAL**

**FAX COVER SHEET**

To: Omni Insurance  
Attn: Robert Croley

From: Fatima Alexis Zeidan

Fax: (800) 680-1904

Pages: (Incl. Cover): 6

Phone:

Date: May 27, 2015

Re: Claim No.: 2013-95451

COMMENTS:

*Social Security Disability, Veterans' Disability, Automobile Accidents  
Wrongful Death, Medical Malpractice, Personal Injury, Workers' Compensation, Discrimination, Contract Law  
28 Old Jericho Road, Beaufort, SC 29906, Ph (843) 379-9500, Fax (843) 379-9550*

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 001C OD 00 00010

Sharon Denise Anderson

Linda Jenkins Holmes

DL AD 10/11/10

Submitted by: Fatima Alexis Zeldan, Esq.  
 Law Office of Clifford Bush III, LLC  
 28 Old Jericho Road, Beaufort, SC 29906

Attorney for:  Plaintiff  Defendant  
 or  
 Self-Represented Litigant

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.  See Page 2 for additional information.
- 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
- 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:

ORDER INFORMATION

This order  ends  does not end the case.  
 Additional Information for the Clerk:

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Sharon Denise Anderson	Linda Jenkins Holmes	\$ 40,275.17
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

3069  
 Judge Code

5/14/15  
 Date

**For Clerk of Court Office Use Only**

This judgment was entered on the 14th day of MAY, 2015 and a copy mailed first class or placed in the appropriate attorney's box on this 22nd day of MAY, 2015 to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)  
Tom Allen - STAFF  
CLERK OF COURT

**Court Reporter:**

\_\_\_\_\_  
**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

*This matter came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.*

Multiple horizontal lines for additional information.

**CBIII**

Clifford Bush, III  
*Attorney at Law*

Fatima A. Zeldan  
*Attorney at Law*

**Law Office of Clifford Bush III, LLC**

**CONFIDENTIAL**

**FAX COVER SHEET**

---

To: Omni Insurance  
Attn: Robert Croley

From: Fatima Alexis Zeldan

Fax: (800) 680-1904

Pages: (Incl. Cover): 6

Phone:

Date: May 27, 2015

Re: Claim No.: 2013-95451

---

**COMMENTS:**

*Social Security Disability, Veterans' Disability, Automobile Accidents  
Wrongful Death, Medical Malpractice, Personal Injury, Workers' Compensation, Discrimination, Contract Law  
28 Old Jericho Road, Beaufort, SC 29906, Ph (843) 379-9500, Fnx (843) 379-9550*



## Law Office of Clifford Bush III, LLC

**CLIFFORD BUSH, III**  
Attorney at Law

cbush@lawofficeofcliffordbushiii.com  
www.lawofficeofcliffordbushiii.com

May 27, 2015

**VIA US MAIL and FACSIMILE (800) 680-1904**  
Omni Insurance Company  
Attn: Robert Croley Claim No: 2013-95451  
Post Office Box 105019  
Atlanta, GA 30348-5019

Re: Sharon Denise Anderson v. Linda Jenkins Holmes  
Civil Action No.: 2015-CP-07-00218

Dear Robert:

Please find the Order for Damages regarding the above referenced matter. As Omni Insurance was the liability carrier for the Defendant at the time of the automobile accident, it is your responsibility to step into the shoes of your insured. Please tender payment within ten (10) days of receipt of this Order.

With kindest regards, I am,

Respectfully,

**LAW OFFICE OF CLIFFORD BUSH III**

  
Fatma Alexis Leidan

Enclosures (as stated)

*Social Security Disability • Veterans' Disability • Automobile Accidents  
Wrongful Death • Medical Malpractice • Personal Injury • Workers' Compensation • Discrimination • Contract Law*  
28 Old Jericho Road, Beaufort, SC 29906 • P.O. Box 6194, Beaufort, SC 29903 • Ph (843) 879-9500 • Fax (843) 879-9550

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

SHARON DENISE ANDERSON,  
Appellant.

v.  
LINDA JENKINS HOLMES

Respondent.

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO.: 2015-CP-07-00218

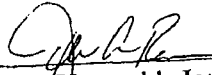
**ORDER FOR REFERRAL TO SPECIAL  
CIRCUIT COURT JUDGE**

**COMES NOW**, Plaintiff, through her undersigned attorneys requesting the referral of this matter to the Special Circuit Court Judge, the Honorable Marvin H. Dukes, III.

**WHEREAS**, this a matter pending the 14<sup>th</sup> circuit the Special Circuit Court Judge has jurisdiction and the defendant is currently in default;

**NOW THEREFORE**, this matter shall be referred to the docket of the Special Circuit Court Judge.

**IT IS SO ORDERED, ADJUDGED, AND DECREED** this 7 day of May, 2015.

  
The Honorable Jerri Ann Roseneau  
Clerk of Court

Beaufort, South Carolina

5-7, 2015

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
SHARON DENISE ANDERSON,

Plaintiff

v.

LINDA JENKINS HOLMES

Defendant.

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO.: 2015-CP-07-00218

**ENTRY OF DEFAULT AS TO  
DEFENDANT LINDA JENKINS  
HOLMES**

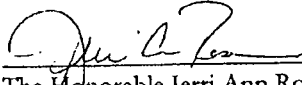
FILED APR -8 PM 3:32

This matter comes before me on motion of Fatima Alexis Zeidan, Esquire, counsel  
for Plaintiff, Sharon Denise Anderson, in the above-caption, for an Entry of Default.

It appears, according to an Affidavit from the Beaufort County Sheriff's Office that  
Defendant Linda Jenkins Holmes was personally served on February 6, 2015. More than  
thirty (30) days have elapsed since service, excluding the date of service. No Answer or  
other responsive pleading has been served by Defendant or on their behalf within the time  
required by Rule 12, SCRPC. No Answer has been filed in the Beaufort County Court of  
Common Pleas. It is therefore,

**ORDERED, ADJUDGED, AND DECREED** the Defendant is in default in this  
matter. A hearing on damages is required under Rule 55, South Carolina Rules of Civil  
Procedure.

IT IS SO ORDERED.

  
\_\_\_\_\_  
The Honorable Jerri Ann Roseneau  
Beaufort County Clerk of Court

Beaufort, South Carolina  
Dated: 4-8, 2015

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
SHARON DENISE ANDERSON

Plaintiff

v.

LINDA JENKINS HOLMES

Defendant.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO.: 15-CP-07-0218

SUMMONS  
(JURY TRIAL REQUESTED)

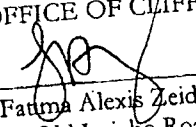
JAN 27 2015 10:30

**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 on the Plaintiff or her attorney, Fatima Alexis Zeidan, Esquire, at 28 Old Jericho Road, Beaufort, South Carolina, 29906, within thirty (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, judgment by default will be rendered against you for the relief demanded in said Complaint.

LAW OFFICE OF CLIFFORD BUSH III, LLC

By:

  
Fatima Alexis Zeidan  
28 Old Jericho Road  
Beaufort, South Carolina 29906  
Tel.: (843) 379-9500 Fax: (843) 379-9550  
[fzeidan@lawofficeofcbushiii.com](mailto:fzeidan@lawofficeofcbushiii.com)  
ATTORNEY FOR PLAINTIFF

Beaufort, South Carolina  
January 27, 2015

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
SHARON DENISE ANDERSON  
Plaintiff

v.

LINDA JENKINS HOLMES  
Defendant.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
CIVIL ACTION NO.: 15-CP-07- 0218

COMPLAINT  
(JURY TRIAL REQUESTED)

2015 SEP 20 PM 10:30

NOW COMES Plaintiff, above-named, complaining of acts and/or omissions of the Defendant, above-named, and does allege and show unto this Honorable Court as follows:

1. That the parties hereto, the subject matter hereof, and all matters and things hereinafter alleged are within the jurisdiction of this Honorable Court.

2. Plaintiff, Sharon Denise Anderson, was and is at all times material to this Complaint, a resident of 683 Bailer Mill Road, Town of Ridgeland, County of Jasper, Zip Code 29936, State of South Carolina.

3. Defendant, upon information and belief, Linda Jenkins Holmes, (hereafter "Defendant"), was and is at all times material to this Complaint, a resident of 139 Ball Park Road, Town of St. Helena Island, County of Beaufort, Zip Code 29920, State of South Carolina.

4. The automobile accident, which is the subject of the present lawsuit, occurred on October 7, 2013 in the City of Beaufort, County of Beaufort, State of South Carolina.

5. Plaintiff, Sharon Denise Anderson was the driver of a 1997 Chevrolet Sport Utility Vehicle bearing license plate number ILU 336, at the time of the above mentioned motor vehicle accident.

6. Upon information and belief, Defendant was the operator of a 1999 Mazda Sedan bearing license plate number 853 8FE, at the time of the above mentioned motor vehicle accident

**FOR A FIRST CAUSE OF ACTION**  
**(Negligence)**

7. Plaintiff hereby incorporates by reference paragraphs 1 through 6 of this Complaint as if fully set forth herein.

8. On October 7, 2013, Plaintiff was the driver of a motor vehicle traveling in a northerly direction on U.S. Highway 21/Trask Parkway, all streets being public highways in the City of Beaufort, County of Beaufort, and State of South Carolina.

9. On the date and place alleged, upon information and belief, Defendant was the operator of a motor vehicle that was traveling in a northerly direction on U.S. Highway 21/Trask Parkway, all streets being public highways in the City of Beaufort, County of Beaufort, and State of South Carolina.

10. On October 7, 2013, at or about 7:09 a.m., Plaintiff was operating her vehicle in a lawful and prudent manner traveling northerly on U.S. Highway 21/Trask Parkway, City of Beaufort, County of Beaufort, State of South Carolina. Defendant's motor vehicle was traveling behind Plaintiff's when Defendant, without warning or provocation, suddenly collided with the rear of Plaintiff's vehicle. Defendant failed to maintain proper lookout and disregarded the flow of traffic resulting in her automobile colliding with Plaintiff's vehicle

with great violence, inflicting on Plaintiff serious injuries.

11. At such time and place as above mentioned, Defendant, heedlessly and with reckless disregard of the rights of Plaintiff, operated and managed her automobile, in that she did not observe or attempt to observe where on the street she was driving the automobile and, on the contrary, averted her gaze and turned her head in an opposite direction from that in which the automobile was proceeding, knowing that such failure to maintain herself in a position to observe the obstacle which might or could come in front of the automobile would probably result in danger, damage, and injury to herself and to the Plaintiff. Defendant failed to maintain proper lookout and disregarded the flow of traffic, whereby her automobile collided with the vehicle Plaintiff was traveling in, by reason of which collision Plaintiff sustained serious injuries.

12. The collision and Plaintiff's injuries were the direct and proximate result of Defendant's actions. It was the duty of Defendant to so operate the motor vehicle as not to carelessly or negligently cause injury or damage to others lawfully using the highways. Defendant was, individually, jointly, and in combination of, at the time and place above mentioned, negligent, grossly negligent, wanton, willful, and careless in one or more of the following particulars:

- a. Defendant failed to keep proper lookout for others lawfully using the highways;
- b. Defendant failed to keep her vehicle under proper control at all times;
- c. Defendant failed to maintain a reasonable and safe traveling distance between his vehicle and the Plaintiff's;
- d. In failing to take reasonable and proper precautions to avoid colliding

with Plaintiff's vehicle when the exercise of ordinary care on Defendant's part the collision could have been avoided;

- e. In disregarding the flow of traffic; and
- f. In failing to use the degree of care and caution that a reasonable and prudent person would have used under the circumstances then and there prevailing, all of which was the direct and proximate cause of the damages and injuries suffered by the Plaintiff herein, said acts being in violation of the statutory and common laws of the State of South Carolina.

13. As a direct and proximate result of each of the careless and negligent acts committed by Defendant, the motor vehicle that she was operating was caused to come into direct and violent contact with the Plaintiff's vehicle. As a direct and proximate result of such acts, Plaintiff was thrown against different parts of such motor vehicle, thus sustaining serious injuries.

14. As a direct and proximate result of the accident, Plaintiff was seriously injured, both internally and externally, from the aforesaid collision, all of which has and will in the future cause Plaintiff to undergo much physical pain and suffering, has and will in the future cause Plaintiff to have to spend large amounts of money for medical treatment and services, has and will in the future cause Plaintiff to suffer trauma, anxiety, annoyance, whole body impairment, inconvenience, and travel—all to Plaintiff's general damage and detriment.

15. As a direct and proximate result of the accident, Plaintiff was caused to suffer severe physical injuries, past and future pain and suffering, loss of enjoyment of life, and past and future lost wages and medical expenses.

**WHEREFORE**, Plaintiffs prays for judgment against the Defendant in the following:

- 1. For damages for past, present and future medical expenses, and lost wages;

2. For damages for pain and suffering in an amount to be determined by the court;
3. Awarding costs, expenses, reasonable attorney's fees, interest, and disbursement of this action;
4. For punitive damages in an amount necessary to deter and punish Defendants; and
5. Awarding such other and further relief as this Court may deem just and proper.

LAW OFFICE OF CLIFFORD BUSH III, LLC

By: 

Fatima Alexis Zeidan  
Clifford Bush, III  
28 Old Jericho Road

Beaufort, South Carolina 29906

Tel.: (843) 379-9500 Fax: (843) 379-9550

[fzeidan@lawofficeofcbushiii.com](mailto:fzeidan@lawofficeofcbushiii.com)

[cbush@lawofficeofcbushiii.com](mailto:cbush@lawofficeofcbushiii.com)

ATTORNEYS FOR PLAINTIFF

Beaufort, South Carolina  
January 27, 2015

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

SHARON DENISE ANDERSON )

Plaintiff(s) 30 )

vs. )

LINDA JENKINS HOLMES )

Defendant(s) )

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2015-CP - 07- 0218

(Please Print)

Submitted By: Fatima Alexis Zeidan  
Address: The Law Office of Clifford Bush, III  
28 Old Jericho Road, Beaufort, SC 29906

SC Bar #: 79814  
Telephone #: 843-379-9500  
Fax #: 843-379-9550  
Other:  
E-mail: fzeidan@lawofficeofcbushiii.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

\*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.  NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |   |  |  |   |
|---|--|--|---|
| <p><b>Contracts</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Constructions (100)</li> <li><input type="checkbox"/> Debt Collection (110)</li> <li><input type="checkbox"/> Employment (120)</li> <li><input type="checkbox"/> General (130)</li> <li><input type="checkbox"/> Breach of Contract (140)</li> <li><input type="checkbox"/> Other (199)</li> </ul>  | <p><b>Torts - Professional Malpractice</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Dental Malpractice (200)</li> <li><input type="checkbox"/> Legal Malpractice (210)</li> <li><input type="checkbox"/> Medical Malpractice (220)</li> <li>Previous Notice of Intent Case #<br/>20 -CP- _____</li> <li><input type="checkbox"/> Notice/ File Med Mal (230)</li> <li><input type="checkbox"/> Other (299)</li> </ul>  | <p><b>Torts - Personal Injury</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assault/Slander/Label (300)</li> <li><input type="checkbox"/> Conversion (310)</li> <li><input checked="" type="checkbox"/> Motor Vehicle Accident (320)</li> <li><input type="checkbox"/> Premises Liability (330)</li> <li><input type="checkbox"/> Products Liability (340)</li> <li><input type="checkbox"/> Personal Injury (350)</li> <li><input type="checkbox"/> Wrongful Death (360)</li> <li><input type="checkbox"/> Other (399)</li> </ul> | <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Claim &amp; Delivery (400)</li> <li><input type="checkbox"/> Condemnation (410)</li> <li><input type="checkbox"/> Foreclosure (420)</li> <li><input type="checkbox"/> Mechanic's Lien (430)</li> <li><input type="checkbox"/> Partition (440)</li> <li><input type="checkbox"/> Possession (450)</li> <li><input type="checkbox"/> Building Code Violation (460)</li> <li><input type="checkbox"/> Other (499)</li> </ul>   |
| <p><b>Inmate Petitions</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> PCR (500)</li> <li><input type="checkbox"/> Mandamus (520)</li> <li><input type="checkbox"/> Habeas Corpus (530)</li> <li><input type="checkbox"/> Other (599)</li> </ul>  | <p><b>Judgments/Settlements</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Death Settlement (700)</li> <li><input type="checkbox"/> Foreign Judgment (710)</li> <li><input type="checkbox"/> Magistrate's Judgment (720)</li> <li><input type="checkbox"/> Minor Settlement (730)</li> <li><input type="checkbox"/> Transcript Judgment (740)</li> <li><input type="checkbox"/> Lis Pendens (750)</li> <li><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)</li> <li><input type="checkbox"/> Other (799)</li> </ul> | <p><b>Administrative Law/Relief</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Reinstatement Driver's License (800)</li> <li><input type="checkbox"/> Judicial Review (810)</li> <li><input type="checkbox"/> Relief (820)</li> <li><input type="checkbox"/> Permanent Injunction (830)</li> <li><input type="checkbox"/> Forfeiture-Petition (840)</li> <li><input type="checkbox"/> Forfeiture-Consent Order (850)</li> <li><input type="checkbox"/> Other (899)</li> </ul>   | <p><b>Appeals</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Arbitration (900)</li> <li><input type="checkbox"/> Magistrate-Civil (910)</li> <li><input type="checkbox"/> Magistrate-Criminal (920)</li> <li><input type="checkbox"/> Municipal (930)</li> <li><input type="checkbox"/> Probate Court (940)</li> <li><input type="checkbox"/> SCDOT (950)</li> <li><input type="checkbox"/> Worker's Comp (960)</li> <li><input type="checkbox"/> Zoning Board (970)</li> <li><input type="checkbox"/> Public Service Commission (990)</li> <li><input type="checkbox"/> Employment Security Comm (991)</li> <li><input type="checkbox"/> Other (999)</li> </ul> |
| <p><b>Special/Complex /Other</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Environmental (600)</li> <li><input type="checkbox"/> Automobile Arb. (610)</li> <li><input type="checkbox"/> Medical (620)</li> <li><input type="checkbox"/> Other (699)</li> <li><input type="checkbox"/> Pharmaceuticals (630)</li> <li><input type="checkbox"/> Unfair Trade Practices (640)</li> <li><input type="checkbox"/> Out-of-State Depositions (650)</li> <li><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)</li> <li><input type="checkbox"/> Sexual Predator (510)</li> </ul> |  |  |   |

Submitting Party Signature: \_\_\_\_\_

Date: January 27, 2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

**FOR MANDATED ADR COUNTIES ONLY**

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

**You are required to take the following action(s):**

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210<sup>th</sup> day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
  - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
  - b. Requests for temporary relief;
  - c. Appeals
  - d. Post Conviction relief matters;
  - e. Contempt of Court proceedings;
  - f. Forfeiture proceedings brought by governmental entities;
  - g. Mortgage foreclosures; and
  - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

State of South Carolina  
Beaufort County Sheriff's Ofc  
Civil Division  
Beaufort, SC 29902

Process Number: 150806

Court Number: 2015CP0700218

I, PJ Tanner, Sheriff of Beaufort County Sheriff's Ofc do hereby certify that I received the within and foregoing Summons and Complaints on 30th day of January, 2015, and that I served the same on:

LINDA JENKINS HOLMES  
139 BALL PARK RD  
St Helena Islan, SC 29920

Served on: 6th day of February, 2015 at 14:34:29  
Served to: Linda Jenkins Holmes  
139 BALL PARK RD  
St Helena Islan, SC 29920

(Defendant

by Vaughn, A.  
( )

I also certify that I endorsed on the said copy the date of service, signed my name, and added my official title thereto.

Dated the 10th day of February, 2015

Fees:	
Service:	0.00
Mileage:	0.00
Other :	0.00
Total :	0.00

PJ Tanner, Sheriff  
Beaufort County Sheriff's Ofc, South Carolin  
BY: [Signature]  
Authorized Representative  
Civil Division

My commission expires: 12/31/2016

[Signature]  
Notary Public

2015 APR -3 PM 4:40

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
SHARON DENISE ANDERSON,  
Plaintiff

v.

LINDA JENKINS HOLMES  
Defendant.

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO.: 2015-CP-07-00218

MOTION FOR ENTRY OF  
DEFAULT JUDGMENT AGAINST  
LINDA JENKINS HOLMES

2015 APR -3 PM 4:28

TO: DEFENDANTS ABOVE NAMED:

Plaintiff, Sharon Denise Anderson, ("Anderson"), by and through her undersigned counsel, pursuant to Rule 55 of the South Carolina Rules of Civil Procedure, hereby moves this Court for the entry of an order holding Defendant, Linda Jenkins Holmes, in default and granting default judgment on Anderson's claims.

Anderson bases this Motion on the following:

1. A complaint in this matter was filed with the Beaufort County Court of Common Pleas on January 30, 2015. (See, Exhibit 1- Summons and Complaint).
2. Pursuant to Rule 4(d)(1) of the South Carolina Rules of Civil Procedure, Personal Service was perfected on Linda Jenkins Holmes on February 6, 2015. (See, Exhibit 2- Beaufort County Sheriff's Office-Certificate of Service).
3. No answer or responsive pleading was filed by Defendants as indicated by the Affidavit of Default filed concurrently herewith.
4. As more than thirty (30) days have passed since service of Anderson's Summons and

Complaint, Defendant is now in default pursuant to Rules 12(a) and 55, SCRPC.

5. Anderson seeks the following judgment against the Defendant: damages for past, present and future medical expenses and lost wages; special damages; awarding costs, expenses, reasonable attorneys' fees, interest and disbursement of this action; for punitive damages and awarding such other and further relief as this Court may deem appropriate.

6. The court may enter default under Rule 55(b)(2), SCRPC.

7. A hearing on damages is required under Rule 55, SCRPC, as it is necessary to determine the amount of damages.

Based on the foregoing, Anderson requests that the Clerk of Court enter the default of Defendant in this matter.

LAW OFFICE OF CLIFFORD BUSH III, LLC

By: 

Fatima Alexis Zeidan  
Clifford Bush III  
28 Old Jericho Road  
Beaufort, South Carolina 29906  
Tel.: (843) 379-9500 Fax: (843) 379-9550  
[fzeidan@lawofficeofcbushiii.com](mailto:fzeidan@lawofficeofcbushiii.com)  
[cbush@lawofficeofcbushiii.com](mailto:cbush@lawofficeofcbushiii.com)  
ATTORNEYS FOR PLAINTIFF

Beaufort, South Carolina  
March 31, 2015

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

SHARON DENISE ANDERSON, )  
Plaintiff, )

vs. )

LINDA JENKINS HOLMES, )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
14 JUDICIAL CIRCUIT

CASE NO.: 2015-CP-07-00218

**MOTION AND ORDER INFORMATION  
FORM AND COVERSHEET**

2015 APR -3 PM 4:25

Plaintiff's Attorney: Fatima Alexis Zeidan, Bar No. 79814 Address: 28 OLD JERICHO ROAD, BEAUFORT, SC 29906 Phone: (843)379-9500 Fax (843)379-9550 E-mail: fzeidan@lawofficeofcbushill.com Other:	Defendant's Attorney: Pro Se, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: Other: _____
---	---

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

**SECTION I: Hearing Information**  
 Nature of Motion: Motion for Entry of Default  
 Estimated Time Needed: \_\_\_\_\_ Court Reporter Needed:  YES /  NO

**SECTION II: Motion/Order Type**  
 Written motion attached  
 Form Motion/Order  
 I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for  Plaintiff /  Defendant  
 Date submitted: March 31, 2015

- SECTION III: Motion Fee**
- PAID - AMOUNT: \$ \_\_\_\_\_
  - EXEMPT: (check reason)
    - Rule to Show Cause in Child or Spousal Support
    - Domestic Abuse or Abuse and Neglect
    - Indigent Status  State Agency v. Indigent Party
    - Sexually Violent Predator Act  Post-Conviction Relief
    - Motion for Stay in Bankruptcy
    - Motion for Publication  Motion for Execution (Rule 69, SCRCP)
    - Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
    - Name of Court Reporter: \_\_\_\_\_
    - Other: \_\_\_\_\_

**JUDGE'S SECTION**  
 Motion Fee to be paid upon filing of the attached order.  
 Other: \_\_\_\_\_

**JUDGE CODE** \_\_\_\_\_  
 Date: \_\_\_\_\_

**CLERK'S VERIFICATION**  
 Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_  
 MOTION FEE COLLECTED: \$ \_\_\_\_\_  
 CONTESTED - AMOUNT DUE: \$ \_\_\_\_\_

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
SHARON DENISE ANDERSON,

Plaintiff

v.

LINDA JEKINS HOLMES

Defendant.

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION NO.: 2015-CP-07-00218

**AFFIDAVIT OF DEFAULT AND NON-  
MILITARY SERVICE AS TO  
DEFENDANTS**

2015 APR -3 PM 4: 28

PERSONALLY appeared before me Fatima Alexis Zeidan, who, being duly sworn, states that the following is true and correct:

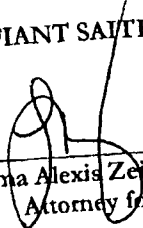
1. I have personal knowledge of the facts set forth in this Affidavit.
2. I am a citizen of the State of South Carolina and am competent to swear to the matters set forth below and do so of my own free will.
3. I am an attorney for the Plaintiff, Sharon Denise Anderson, in the above captioned matter.
4. Personal Service of the Summons and Complaint on Defendant, Linda Jenkins Holmes, was perfected via personal service by the Beaufort County Sheriff's Office on February 6, 2015.
5. No Answer or other responsive pleading has been filed or served upon me or on behalf of Defendants as required.
6. More than thirty (30) days has elapsed since the service of the Summons and Complaint.

7. Upon information and belief, Defendants are not now, and was not at the time of the commencement of this action in the military service of the United States Government as is contemplated under what is commonly known as the Soldiers and Sailors Civil Relief Act.

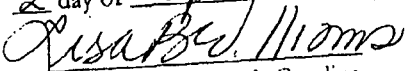
8. Defendants are in default.

9. I declare under penalty of perjury, under the laws of the United States of America and of the State of South Carolina, that the above is true and correct.

**AS TO ANYTHING FURTHER, THE AFFIANT SAITH NOT.**

  
Fatima Alexis Zeidan (SC BAR #79814)  
Attorney for Plaintiff

Sworn to before me this  
2 day of April, 2015

  
Notary Public for South Carolina

My Commission Expires:

4-24-2024

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
SHARON DENISE ANDERSON

IN THE COURT OF COMMON PLEAS  
CIVIL ACTION COVERSHEET

Plaintiff(s)  
2015 JAN 30 AM 10:30

2015-CP - 07-

vs.

LINDA JENKINS HOLMES

Defendant(s)

SC Bar #: 79814  
Telephone #: 843-379-9500  
Fax #: 843-379-9550

Other:  
E-mail: fzeidan@lawofficeofcushiii.com

(Please Print)  
Submitted By: Fatima Alexis Zeidan  
Address: The Law Office of Clifford Bush, III  
28 Old Jericho Road, Beaufort, SC 29906

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- |  |  |  |   |
|--|--|--|---|
| <input type="checkbox"/> Contracts<br><input type="checkbox"/> Constructions (100)<br><input type="checkbox"/> Debt Collection (110)<br><input type="checkbox"/> Employment (120)<br><input type="checkbox"/> General (130)<br><input type="checkbox"/> Breach of Contract (140)<br><input type="checkbox"/> Other (199) | <input type="checkbox"/> Torts - Professional Malpractice<br><input type="checkbox"/> Dental Malpractice (200)<br><input type="checkbox"/> Legal Malpractice (210)<br><input type="checkbox"/> Medical Malpractice (220)<br>Previous Notice of Intent Case #<br>20____-CP-_____<br><input type="checkbox"/> Notice/ File Med Mal (230)<br><input type="checkbox"/> Other (299)   | <input type="checkbox"/> Torts - Personal Injury<br><input type="checkbox"/> Assault/Slander/Libel (300)<br><input type="checkbox"/> Conversion (310)<br><input checked="" type="checkbox"/> Motor Vehicle Accident (320)<br><input type="checkbox"/> Premises Liability (330)<br><input type="checkbox"/> Products Liability (340)<br><input type="checkbox"/> Personal Injury (350)<br><input type="checkbox"/> Wrongful Death (360)<br><input type="checkbox"/> Other (399) | <input type="checkbox"/> Real Property<br><input type="checkbox"/> Claim & Delivery (400)<br><input type="checkbox"/> Condemnation (410)<br><input type="checkbox"/> Foreclosure (420)<br><input type="checkbox"/> Mechanic's Lien (420)<br><input type="checkbox"/> Partition (440)<br><input type="checkbox"/> Possession (450)<br><input type="checkbox"/> Building Code Violation (460)<br><input type="checkbox"/> Other (499)   |
| <input type="checkbox"/> Inmate Petitions<br><input type="checkbox"/> PCR (500)<br><input type="checkbox"/> Mandamus (520)<br><input type="checkbox"/> Habeas Corpus (530)<br><input type="checkbox"/> Other (599)   | <input type="checkbox"/> Judgments/Settlements<br><input type="checkbox"/> Death Settlement (700)<br><input type="checkbox"/> Foreign Judgment (710)<br><input type="checkbox"/> Magistrate's Judgment (720)<br><input type="checkbox"/> Minor Settlement (730)<br><input type="checkbox"/> Transcript Judgment (740)<br><input type="checkbox"/> Lis Pendens (750)<br><input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760)<br><input type="checkbox"/> Other (799) | <input type="checkbox"/> Administrative Law/Relief<br><input type="checkbox"/> Reinstate Driver's License (800)<br><input type="checkbox"/> Judicial Review (810)<br><input type="checkbox"/> Relief (820)<br><input type="checkbox"/> Permanent Injunction (830)<br><input type="checkbox"/> Forfeiture-Petition (840)<br><input type="checkbox"/> Forfeiture-Consent Order (850)<br><input type="checkbox"/> Other (899)   | <input type="checkbox"/> Appeals<br><input type="checkbox"/> Arbitration (900)<br><input type="checkbox"/> Magistrate-Civil (910)<br><input type="checkbox"/> Magistrate-Criminal (920)<br><input type="checkbox"/> Municipal (930)<br><input type="checkbox"/> Probate Court (940)<br><input type="checkbox"/> SCDOT (950)<br><input type="checkbox"/> Worker's Comp (960)<br><input type="checkbox"/> Zoning Board (970)<br><input type="checkbox"/> Public Service Commission (990)<br><input type="checkbox"/> Employment Security Comm (991)<br><input type="checkbox"/> Other (999) |
| <input type="checkbox"/> Special/Complex /Other<br><input type="checkbox"/> Environmental (600)<br><input type="checkbox"/> Automobile Arb. (610)<br><input type="checkbox"/> Medical (620)<br><input type="checkbox"/> Other (699)  | <input type="checkbox"/> Pharmaceuticals (630)<br><input type="checkbox"/> Unfair Trade Practices (640)<br><input type="checkbox"/> Out-of-State Depositions (650)<br><input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660)<br><input type="checkbox"/> Sexual Predator (510)   |  |   |

Submitting Party Signature:

Date: January 27, 2015

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**FOR MANDATED ADR COUNTIES ONLY**

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT 2015 JAN 30

SHARON DENISE ANDERSON

Plaintiff

v.

LINDA JENKINS HOLMES

Defendant.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT  
AM 10:30  
CIVIL ACTION NO.: 15-CP-07-

SUMMONS  
(JURY TRIAL REQUESTED)

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 on the Plaintiff or her attorney, Fatima Alexis Zeidan, Esquire, at 28 Old Jericho Road, Beaufort, South Carolina, 29906, within thirty (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, judgment by default will be rendered against you for the relief demanded in said Complaint.

LAW OFFICE OF CLIFFORD BUSH III, LLC

By: 

Fatima Alexis Zeidan  
28 Old Jericho Road  
Beaufort, South Carolina 29906  
Tel.: (843) 379-9500 Fax: (843) 379-9550  
[fzeidan@lawofficeofcbushiii.com](mailto:fzeidan@lawofficeofcbushiii.com)  
ATTORNEY FOR PLAINTIFF

Beaufort, South Carolina  
January 27, 2015

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT  
SHARON DENISE ANDERSON

Plaintiff

v.

LINDA JENKINS HOLMES

Defendant.

IN THE COURT OF COMMON PLEAS  
FOURTEENTH JUDICIAL CIRCUIT

2015 JAN 30  
FILE NO: 38  
CIVIL ACTION NO.: 15-CP-07-

COMPLAINT  
(JURY TRIAL REQUESTED)

NOW COMES Plaintiff, above-named, complaining of acts and/or omissions of the Defendant, above-named, and does allege and show unto this Honorable Court as follows:

1. That the parties hereto, the subject matter hereof, and all matters and things hereinafter alleged are within the jurisdiction of this Honorable Court.
2. Plaintiff, Sharon Denise Anderson, was and is at all times material to this Complaint, a resident of 683 Bailer Mill Road, Town of Ridgeland, County of Jasper, Zip Code 29936, State of South Carolina.
3. Defendant, upon information and belief, Linda Jenkins Holmes, (hereafter "Defendant"), was and is at all times material to this Complaint, a resident of 139 Ball Park Road, Town of St. Helena Island, County of Beaufort, Zip Code 29920, State of South Carolina.
4. The automobile accident, which is the subject of the present lawsuit, occurred on October 7, 2013 in the City of Beaufort, County of Beaufort, State of South Carolina.

5. Plaintiff, Sharon Denise Anderson was the driver of a 1997 Chevrolet Sport Utility Vehicle bearing license plate number JLU 336, at the time of the above mentioned motor vehicle accident.

6. Upon information and belief, Defendant was the operator of a 1999 Mazda Sedan bearing license plate number 853 8FE, at the time of the above mentioned motor vehicle accident

**FOR A FIRST CAUSE OF ACTION**  
(Negligence)

7. Plaintiff hereby incorporates by reference paragraphs 1 through 6 of this Complaint as if fully set forth herein.

8. On October 7, 2013, Plaintiff was the driver of a motor vehicle traveling in a northerly direction on U.S. Highway 21/Trask Parkway, all streets being public highways in the City of Beaufort, County of Beaufort, and State of South Carolina.

9. On the date and place alleged, upon information and belief, Defendant was the operator of a motor vehicle that was traveling in a northerly direction on U.S. Highway 21/Trask Parkway, all streets being public highways in the City of Beaufort, County of Beaufort, and State of South Carolina.

10. On October 7, 2013, at or about 7:09 a.m., Plaintiff was operating her vehicle in a lawful and prudent manner traveling northerly on U.S. Highway 21/Trask Parkway, City of Beaufort, County of Beaufort, State of South Carolina. Defendant's motor vehicle was traveling behind Plaintiff's when Defendant, without warning or provocation, suddenly collided with the rear of Plaintiff's vehicle. Defendant failed to maintain proper lookout and disregarded the flow of traffic resulting in her automobile colliding with Plaintiff's vehicle

with great violence, inflicting on Plaintiff serious injuries.

11. At such time and place as above mentioned, Defendant, heedlessly and with reckless disregard of the rights of Plaintiff, operated and managed her automobile, in that she did not observe or attempt to observe where on the street she was driving the automobile and, on the contrary, averted her gaze and turned her head in an opposite direction from that in which the automobile was proceeding, knowing that such failure to maintain herself in a position to observe the obstacle which might or could come in front of the automobile would probably result in danger, damage, and injury to herself and to the Plaintiff. Defendant failed to maintain proper lookout and disregarded the flow of traffic, whereby her automobile collided with the vehicle Plaintiff was traveling in, by reason of which collision Plaintiff sustained serious injuries.

12. The collision and Plaintiff's injuries were the direct and proximate result of Defendant's actions. It was the duty of Defendant to so operate the motor vehicle as not to carelessly or negligently cause injury or damage to others lawfully using the highways. Defendant was, individually, jointly, and in combination of, at the time and place above mentioned, negligent, grossly negligent, wanton, willful, and careless in one or more of the following particulars:

- a. Defendant failed to keep proper lookout for others lawfully using the highways;
- b. Defendant failed to keep her vehicle under proper control at all times;
- c. Defendant failed to maintain a reasonable and safe traveling distance between his vehicle and the Plaintiff's;
- d. In failing to take reasonable and proper precautions to avoid colliding

with Plaintiff's vehicle when the exercise of ordinary care on Defendant's part the collision could have been avoided;

e. In disregarding the flow of traffic; and

f. In failing to use the degree of care and caution that a reasonable and prudent person would have used under the circumstances then and there prevailing, all of which was the direct and proximate cause of the damages and injuries suffered by the Plaintiff herein, said acts being in violation of the statutory and common laws of the State of South Carolina.

13. As a direct and proximate result of each of the careless and negligent acts committed by Defendant, the motor vehicle that she was operating was caused to come into direct and violent contact with the Plaintiff's vehicle. As a direct and proximate result of such acts, Plaintiff was thrown against different parts of such motor vehicle, thus sustaining serious injuries.

14. As a direct and proximate result of the accident, Plaintiff was seriously injured, both internally and externally, from the aforesaid collision, all of which has and will in the future cause Plaintiff to undergo much physical pain and suffering, has and will in the future cause Plaintiff to have to spend large amounts of money for medical treatment and services, has and will in the future cause Plaintiff to suffer trauma, anxiety, annoyance, whole body impairment, inconvenience, and travel—all to Plaintiff's general damage and detriment.

15. As a direct and proximate result of the accident, Plaintiff was caused to suffer severe physical injuries, past and future pain and suffering, loss of enjoyment of life, and past and future lost wages and medical expenses.

WHEREFORE, Plaintiffs prays for judgment against the Defendant in the following:

1. For damages for past, present and future medical expenses, and lost wages;

2. For damages for pain and suffering in an amount to be determined by the court;
3. Awarding costs, expenses, reasonable attorney's fees, interest, and disbursement of this action;
4. For punitive damages in an amount necessary to deter and punish Defendants; and
5. Awarding such other and further relief as this Court may deem just and proper.

LAW OFFICE OF CLIFFORD BUSH III, LLC

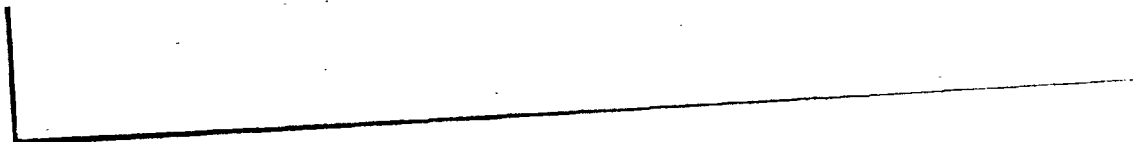
By: 

Fatima Alexis Zeidan  
Clifford Bush, III  
28 Old Jericho Road  
Beaufort, South Carolina 29906  
Tel.: (843) 379-9500 Fax: (843) 379-9550  
[fzeidan@lawofficeofcbushiii.com](mailto:fzeidan@lawofficeofcbushiii.com)  
[cbush@lawofficeofcbushiii.com](mailto:cbush@lawofficeofcbushiii.com)  
ATTORNEYS FOR PLAINTIFF

Beaufort, South Carolina  
January 27, 2015

EXHIBIT II:

Beaufort County Sheriff's Office -Certificate of Service



State of South Carolina  
Beaufort County Sheriff's Ofc  
Civil Division  
Beaufort, SC 29902

Process Number: 150806

Court Number: 2015CP0700218

I, PJ Tanner, Sheriff of Beaufort County Sheriff's Ofc do hereby certify that I received the within and foregoing Summons and Complaints on 30th day of January, 2015, and that I served the same on:

LINDA JENKINS HOLMES

(Defendant )

139 BALL PARK RD

St Helena Islan, SC 29920

Served on: 6th day of February, 2015 at 14:34:29

by Vaughn, A

Served to: Linda Jenkins Holmes

( )

139 BALL PARK RD

St Helena Islan, SC 29920

I also certify that I endorsed on the said copy the date of service, signed my name, and added my official title thereto.

Dated the 10th day of February, 2015

Fees:

Service: 0.00  
Mileage: 0.00  
Other : 0.00  
Total : 0.00

PJ Tanner, Sheriff  
Beaufort County Sheriff's Ofc, South Carolin

BY: [Signature]  
Authorized Representative  
Civil Division

My commission expires:

12/31/2015

[Signature]  
Notary Public

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

2015 JUN -4 PM 2:38

IN THE COURT OF COMMON PLEAS

SHARON DENISE ANDERSON  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

Civil Action No. 2015-CP-07-00218

Plaintiff,

vs.

LINDA JENKINS HOLMES,

Defendant.

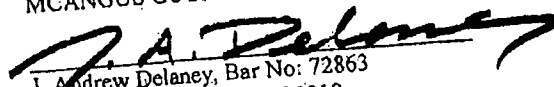
MOTION TO SET ASIDE DEFAULT  
JUDGMENT

TO: CLERK OF COURT AND FATIMA ALEXIS ZELDAN, ESQUIRE:

You will please take notice that ten (10) days after service hercof, or as soon thereafter as counsel may be heard, Defendant, Linda Jenkins Holmes, by and through its undersigned counsel, will move before the Presiding Judge of the Court of Common Pleas, Beaufort County, for an order setting aside any entry of default and/or default judgment against this Defendant pursuant to Rules 55(c) and 60(b) of the South Carolina Rules of Civil Procedure. The basis of this motion is as follows: (1) there exists good cause to set aside the entry of default and/or default judgment in this case; (2) the default occurred due to mistake and/or excusable neglect; (3) this motion has been made within a reasonable time of the discovery of the default; (4) this Defendant was improperly and/or insufficiently served; (5) this Defendant was improperly placed into default without proper notice and without proper service; and, (6) this Defendant has valid defenses to the Plaintiff's Complaint. Accordingly, Defendant, Linda Jenkins Holmes, requests that this Court set aside any entry of default and/or default judgment, deny any motions by the Plaintiff for entry of default and/or default judgment, deny any motions trial.

This motion may be supported by affidavits, memoranda, briefs and evidence which may be received and/or required by the Court.

MCANGUS GOUDELOCK & COURIE, L.L.C.



J. Andrew Delaney, Bar No: 72863

Brett H. Bayne, Bar No: 100018

Post Office Box 12519, Capitol Station

Meridian, 1320 Main Street, 10<sup>th</sup> Floor (29201)

Columbia, South Carolina 29211-2519

(803) 779-2300

ATTORNEYS FOR DEFENDANT, LINDA  
JENKINS HOLMES

June 1, 2015

STATE OF SOUTH CAROLINA JUN -4 PM 2:38 IN THE COURT OF COMMON PLEAS  
COUNTY OF BEAUFORT JENNIFER ANN ROSENEAU  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

SHARON DENISE ANDERSON,

Plaintiff,

vs.

LINDA JENKINS HOLMES,

Defendant.

Civil Action No. 2015-CP-07-00218

CERTIFICATE OF SERVICE

I certify that on this date, I have served a copy of Motion to Set Aside Default Judgment in this action on counsel of record by

Delivering it to him/her personally;

Mailing it to him/her, at his/her last known address, by depositing it in the U.S. Mail,

in an envelope with sufficient postage affixed, addressed as follows:

Fatima Alexis Zeldan, Esq  
Law Office of Clifford Bush III, LLC  
Post Office Box 6194  
Beaufort, South Carolina 29903  
Attorney for Sharon Denise Anderson

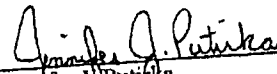
Delivering it by commercial delivery service in accordance with Rule 4(d)(9),  
SCRCP, addressed as follows:

Email addressed to:

Facsimile to:

Other: \_\_\_\_\_

June 1, 2015  
Date

  
Jennifer J. Puticka  
Legal Assistant to J. Andrew Delaney

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Sharon Denise Anderson

IN THE COURT OF COMMON PLEAS

MOTION AND ORDER INFORMATION FORM  
AND COVER SHEET

2015 JUN 14 PM 2:38

C/A No: 2015-CP-07-00218

vs.

Linda Jenkins Holmes

JERRY ANN ROSENEAU  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

Plaintiff's Attorney: Fatima Alexis Zeldan, Esq Bar No. Address: Post Office Box 6194 Beaufort, South Carolina 29903 phone: (843) 379-9500 fax: (843) 379-9550 e-mail: other:	Defendant's Attorney: J. Andrew Delaney Bar No. 72863 Address: McAngus, Goudelock & Courie, LLC Post Office Box 12519, Capitol Station Meridian, 1320 Main Street, 10 <sup>th</sup> Floor (29201) Columbia, South Carolina 29211-2519 (803) 779-2300 Direct number: (803) 227-2313 Fax: (803) 748-0526 e-mail: adelaney@mgclaw.com other:
<input checked="" type="checkbox"/> MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and II) <input type="checkbox"/> FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) <input type="checkbox"/> PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
Nature of Motion: Motion to Set Aside Default Judgment Estimated Time Needed: 30 minutes Court Reporter Needed: <input checked="" type="checkbox"/> YES / <input type="checkbox"/> NO SECTION II: Motion/Order Type:	
<input checked="" type="checkbox"/> Written motion attached <input type="checkbox"/> Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.	
Signature of Attorney for: <input type="checkbox"/> Plaintiff / <input checked="" type="checkbox"/> Defendant SECTION III: Motion Fee	
<input checked="" type="checkbox"/> PAID - AMOUNT: \$25.00 <input type="checkbox"/> EXEMPT: (check reason) <ul style="list-style-type: none"> <li><input type="checkbox"/> Rule to Show Cause in Child or Spousal Support</li> <li><input type="checkbox"/> Domestic Abuse or Abuse and Neglect</li> <li><input type="checkbox"/> Indigent Status <input type="checkbox"/> State Agency v. Indigent Party</li> <li><input type="checkbox"/> Sexually Violent Predator Act <input type="checkbox"/> Post-Conviction Relief</li> <li><input type="checkbox"/> Motion for Stay in Bankruptcy</li> <li><input type="checkbox"/> Motion for Publication <input type="checkbox"/> Motion for Execution (Rule 69, SCRPC)</li> <li><input type="checkbox"/> Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions</li> </ul> Name of Court Reporter: <input type="checkbox"/> Other:	
<input type="checkbox"/> Motion Fee to be paid upon filing of the attached order. <input type="checkbox"/> Other:	JUDGE: _____ CODE: _____ Date: _____
CLERK'S VERIFICATION Date Filed: _____	
Collected by: _____	
<input type="checkbox"/> MOTION FEE COLLECTED: <input type="checkbox"/> CONTESTED - AMOUNT DUE:	

*J.A. Delaney* 6/11/15  
Date submitted

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

SHARON DENISE ANDERSON,  
Plaintiff,

vs.

LINDA JENKINS HOLMES,  
Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2015-CP-07-00218

DEFENDANT'S MEMORANDUM IN  
SUPPORT OF SET ASIDE

2015 JUN 23 PM 1:36  
JEREMY ANN ROSENEAU  
BEAUFORT COUNTY S.C.  
CLERK OF COURT

This matter comes before this court on Defendant's Motion to Set Aside Default Judgment.

By way of background, this matter arises out of an automobile accident on October 7, 2013. Plaintiff immediately engaged in settlement discussions with Omni Insurance Company (Defendant's insurance carrier) (hereinafter "Omni"). On March 11, 2014, Plaintiff issued a demand to Omni. This demand indicated Plaintiff had one visit with a physician and three weeks of chiropractic care following the accident. Plaintiff did not indicate she missed any time from work and did not make any lost wage claim. Further, Plaintiff was never written out of work by a doctor and provided no documentation for any missed time from work. Plaintiff demanded \$20,000 to settle the claim. At that time, Plaintiff had incurred a total of \$3,515 in medical expenses. More importantly, Plaintiff only incurred \$322.10 in property damage (which was paid by Omni).

Thereafter, off and on negotiations occurred with Plaintiff. The last time Plaintiff contacted Omni was on September 18, 2014. Following that contact, Omni called opposing counsel with requests for more information and to negotiate settlement on December 2 and

December 16, 2014, as well as January 9, February 4, February 26, April 16, and May 7, 2015. Each time Omni spoke to someone in Plaintiff's counsel's office and was informed counsel was unavailable to speak. Each time, a voicemail was left for Plaintiff's counsel. Plaintiff's counsel refused to return any calls from Omni. In addition, a letter was sent to Plaintiff's counsel on April 2, 2015 reiterating a prior offer to settle and seeking a return demand. This letter also went unanswered by Plaintiff's counsel.

Instead of returning Omni's phone calls and letter regarding the case, Plaintiff's counsel instead filed the underlying suit on January 30, 2015. Plaintiff's counsel did not provide any notice to Omni or provide Omni with a courtesy copy of the Complaint despite Omni's numerous and repeated attempts to make contact with Plaintiff's counsel. Service was allegedly made on Defendant on February 6, 2015. No Answer was filed. A Motion for Default was filed on April 3, 2015—again without notice to Omni despite Omni's numerous and repeated attempts to make contact with Plaintiff's counsel. A default damages hearing was had and a default judgment rendered on May 14, 2015—again without notice to Omni despite Omni's numerous and repeated attempts to make contact with Plaintiff's counsel during the pendency of these events. In fact, from the time the Complaint was filed until the default judgment was rendered, Omni contacted Plaintiff's counsel five (5) different times and Plaintiff's counsel refused to discuss the matter with Omni. The only conclusion that can be drawn is that Plaintiff's counsel willfully and intentionally avoided discussing the claim with Omni in order to avoid notifying Omni of the lawsuit.

Omni was notified on June 1, 2015 that judgment had been entered in the amount of \$40,275.17. Thereafter, Omni immediately filed the underlying Motion to Set Aside Default Judgment on June 1, 2015—the same day Omni was notified of the default.

The basis for the motion was as follows: (1) there exists good cause to set aside the entry of default and/or default judgment in this case; (2) the default occurred due to mistake and/or excusable neglect; (3) this motion has been made within a reasonable time of the discovery of the default; and, (4) this Defendant has valid defenses to the Plaintiff's Complaint.

Rule 60(b) authorizes a motion in the court in which the judgment was rendered seeking relief because of mistake, inadvertence, or excusable neglect. Motions under Rule 60(b)(1) must be made within a reasonable time but not more than one year after the judgment. The movant must justify the failure to act and must establish a meritorious defense to the claim. A meritorious defense is not one that necessarily will prevail at trial, but rather, one raising a question of law deserving of an investigation or a real controversy as to the essential facts arising from conflicting or doubtful evidence. See Graham v. Town of Loris, 272 S.C. 442, 248 S.E.2d 594 (1978).

Relief under Rule 60(b)(1) is discretionary with the trial court and the decision will not be disturbed on appeal unless there is clear showing the trial court abused its discretion. Factual conclusions unsupported by the evidence or orders controlled by errors of law are abuses of discretion. See Tri-County Ice & Fuel Co. v. Palmetto Ice Co., 303 S.C. 237, 399 S.E.2d 779 (1990); Ledford v. Pennsylvania Life Ins. Co., 267 S.C. 671, 230 S.E.2d 900 (1976). Further, confusions over the status of ongoing negotiations may be a basis for finding mistake or inadvertence. See McClug v. Deaton, 380 S.C. 563, 671 S.E.2d 87 (Ct.App. 2008) (indicating that negotiations with insurer led to reasonable belief party would be notified of law suit and satisfied excusable neglect standard).

As noted above, Plaintiff engaged in initial discussions regarding liability and damages with Omni post-accident. From that point until the Complaint was filed (and well after),

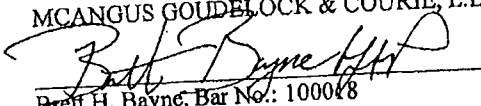
discussions continued between the parties related to numerous issues arising out of the accident. Plaintiff then filed this Complaint in January 2015 without notifying Omni. Pursuant to McLurg, the failure to notify Omni of the lawsuit when active negotiations had occurred for a period of more than a year post-accident supports a finding of mistake and/or inadvertence sufficient to set aside the default. In addition, Plaintiff's counsel's conduct in refusing to discuss any part of the claim with Omni after initiating settlement discussions warrants a set aside.

Further, upon information and belief, the only injuries arising out of this accident are very minor soft tissue injuries. Plaintiff reported a total of \$3,515 in medical expenses incurred across one doctor's visit and three weeks of chiropractic care. More importantly, Plaintiff only incurred \$322.10 in property damage (which was paid by Omni). Plaintiff never made a claim for lost wages. Plaintiff did not provide any evidence she was written out of work—let alone that she was even ever out of work. A judgment of \$40,275.17—of which \$31,000 is alleged lost wages—is wholly unsupported by any evidence in this matter. As noted above, there has been no evidence presented at any time that Plaintiff missed even one day of work. Put another way, three weeks of chiropractic care and \$322 in property damage cannot support a \$40,275.17 judgment.

This judgment constitutes an abuse of discretion because it is unsupported by the evidence. Pursuant to Tri-County and Ledford, cited herein, factual conclusions unsupported by evidence can constitute an abuse of discretion. Because the judgment is clearly unsupported by the evidence, the judgment should be set aside.

For all the foregoing reasons, this court should set aside the judgment and permit Defendant to file an Answer within ten (10) days from the date of the Order.

MCANGUS GOLDELOCK & COURIE, L.L.C.

  
Brett H. Bayne, Bar No.: 100048

Post Office Box 12519, Capitol Station  
Meridian, 1320 Main Street, 10<sup>th</sup> Floor (29201)  
Columbia, South Carolina 29211-2519  
(803) 779-2300

ATTORNEYS FOR OMNI INDEMNITY  
COMPANY AND DEFENDANT LINDA  
JENKINS HOLMES

June 19, 2015

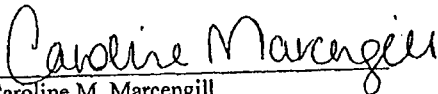
Civil Action No. 2015-CP-07-00218

**CERTIFICATE OF SERVICE**

I hereby certify that I have this 14 day of June, 2015 served a copy of Defendant's Memorandum in Support of Set Aside by mailing copies of same, postage prepaid, in the United States mail, with sufficient postage affixed as follows:

Fatima Alexis Zeldan, Esq  
Law Office of Clifford Bush III, LLC  
Post Office Box 6194  
Beaufort, South Carolina 29903  
Attorney for Sharon Denise Anderson

2015 JUN 23 PM 1:36  
JERRI ANN ROSENEAU  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

  
Caroline M. Marcengill  
Legal Assistant to Brett H. Bayne

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

IN THE COURT OF COMMON PLEAS

SHARON DENISE ANDERSON, )  
 )  
Plaintiff, )

Civil Action No. 2015-CP-07-00218

vs. )

LINDA JENKINS HOLMES, )  
 )  
Defendant. )

**AFFIDAVIT OF SHELBY  
MCDONALD**

2015 JUN 29 PM 2:11  
JESSIE ANN ROSEBANK  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

PERSONALLY APPEARED BEFORE ME, the undersigned, Shelby McDonald, who,  
after being duly sworn, deposes and states:

1. I am over the age of eighteen.
2. I am of sound mind to swear this affidavit.
3. I am employed by Omni Indemnity Company.
4. I was the employee in charge of handling the claim file for the above referenced case.
5. Despite liability for the alleged injuries being contested, we entered into settlement discussions with Plaintiff's counsel.
6. Plaintiff's counsel contacted my supervisor on September 18, 2014 to discuss settlement of the claim.
7. At no time during the course of settlement discussions on this claim did Plaintiff's counsel ever mention any lost wage claim.
8. At no time during the course of settlement discussions on this claim did Plaintiff submit any documentation related to a lost wage claim.

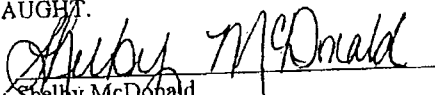
9. Plaintiff's counsel presented only medical bills totaling \$3,515.17.
10. Omni paid a property damage claim to Plaintiff in the amount of \$322.10.
11. After hearing nothing from Plaintiff's counsel following September 18, 2014, I called Plaintiff's counsel on December 2 and December 16, 2014, as well as on January 9, February 4, February 26, April 16, and May 7, 2015.
12. During each of these phone calls, I spoke to employees in Plaintiff's counsel's office.
13. During each of these phone calls, I was informed Plaintiff's counsel was unavailable to speak to me.
14. During each of these phone calls, I left a voicemail for Plaintiff's counsel to call me back so that we could discuss the claim and resolve it in a timely manner.
15. Plaintiff's counsel refused to call me back.
16. On April 2, 2015, I sent a letter to Plaintiff's counsel reiterating a prior offer and seeking a demand to resolve the case.
17. Plaintiff's counsel refused to respond to this letter.
18. Plaintiff's counsel apparently filed a lawsuit on January 30, 2015 despite the fact that I had contacted him to discuss the claim three different times in the preceding 2 months (as noted above, everyone one of these calls was refused).
19. Plaintiff's counsel never informed Omni of this lawsuit despite numerous attempts to reach Plaintiff's counsel.
20. Plaintiff's counsel never informed Omni that no Answer was filed in this matter despite numerous attempts to reach Plaintiff's counsel.
21. Plaintiff's counsel never informed Omni of any default damages hearing in

this matter despite numerous attempts to reach Plaintiff's counsel.

22. In fact, I attempted to contact Plaintiff's counsel on five different occasions after the suit was apparently filed—each and every one of these attempts was willfully ignored by Plaintiff's counsel.

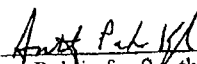
23. I believe Plaintiff's counsel intentionally failed to return any phone calls or letters in an attempt to avoid notifying Omni of the lawsuit despite his willful engagement in negotiations over this claim.

FURTHER, AFFIANT SAYETH NAUGHT.

  
Shelby McDonald

SWORN TO AND SUBSCRIBED BEFORE ME

This 8<sup>th</sup> day of June, 2015.

  
Notary Public for South Carolina

My Commission Expires: 2/9/18





# Law Office of Clifford Bush III, LLC

**CLIFFORD BUSH, III**  
Attorney at Law

cbush@lawofficeofcbushiii.com  
www.lawofficeofcbushiii.com

July 16, 2015

The Honorable Jerri Ann Roseneau  
Beaufort County Clerk of Court  
Post Office Drawer 1128  
Beaufort, South Carolina 29901-1128

Re: **Sharon Denise Anderson vs. Linda Jenkins Holmes**  
Civil Action No.: 2015-CP-07-00218  
Date of Incident: October 7, 2013  
My File Number: 12375

Dear Ms. Roseneau:

Please find enclosed for filing the original and one copy of the *Plaintiff's Memorandum in Opposition to Defendant's Memorandum in Support of Set Aside* along with supporting affidavits. I would greatly appreciate you returning a time stamped copy to me in the self-addressed stamped envelope.

By copy of this letter, I am serving Defendant's counsel of record with the above referenced documents. If you have any questions, please do not hesitate to contact me.

With kindest regards,

Respectfully,

LAW OFFICE OF CLIFFORD BUSH, III

Clifford Bush, III

cc: Brett H. Bayne, Esquire

RECEIVED

JUL 20 2015

Per 20777.15218

Social Security Disability • Veterans' Disability • Automobile Accidents  
Wrongful Death • Medical Malpractice • Personal Injury • Workers' Compensation • Discrimination • Contract Law  
28 Old Jericho Road, Beaufort, SC 29906 • P.O. Box 6194, Beaufort, SC 29903 • Ph (843) 379-9500 • Fax (843) 379-9550

STATE OF SOUTH CAROLINA )

COUNTY OF BEAUFORT )

SHARON DENISE ANDERSON, )

Plaintiff, )

vs. )

LINDA JENKINS HOLMES, )

Defendant. )

IN THE COURT OF COMMON PLEAS

CIVIL CASE NO.: 2015-CP-07-00218

PLAINTIFF'S MEMORANDUM IN  
OPPOSITION TO DEFENDANT'S  
MOTION TO SET ASIDE A DEFAULT  
JUDGMENT

COMES NOW Plaintiff, Sharon Denise Anderson by and through her undersigned attorney, Clifford Bush, III Esquire and files this memorandum in opposition to the Defendant's Motion to set aside a default judgment.

**FACTUAL BACKGROUND**

This matter arises out of an automobile accident that occurred on October 7, 2013 in Beaufort, South Carolina. On October 21, 2013, Plaintiff mailed a Letter of Representation to Defendant's insurance company, Omni Insurance Company (hereinafter referred to as "Omni"). On March 11, 2014, the Plaintiff mailed a demand letter to the Omni. Omni Insurance Company also received two invoices regarding the Plaintiff's property damage. The property damage was assessed at *Nine Hundred Eighty Five and 21/100 Dollars (\$985.21)* from Joe Rivers at 843 Kustoms body shop and *Eight Hundred Twenty and 59/100 Dollars (\$820.59)* from Dale Porter of Everett Smith & Associates a property adjuster acquired by Omni Insurance Company. (See Exhibits "A" and "B"). Omni Insurance Company tendered a check to Ms. Anderson for an amount

woefully less than both invoices. In fact, the Defendant's Insurance Company tendered *Three Hundred Twenty-Two and 10/100 Dollars (\$322.10)* for the property damage. (See Exhibit "C"). At said time, Defendant's insurance company was informed that the property damage issue would be litigated.

On April 23, 2014 verbal communications began between Omni insurance company ("Omni") and Clifford Bush, III, at which time Omni offered to settle the matter for an amount far less than the medical bills. Mr. Bush informed Omni's adjuster that he did not have authority to accept any offer that was less than the medical bills. Moreover, he informed the adjuster that he would not negotiate or counter-offer any offer that started less than the medical bills. On May 8, 2014 an adjuster from Omni called the Law Offices of Clifford Bush III, LLC, to inform Mr. Bush of a new offer in the amount of *Three Thousand Two Hundred and 00/100 Dollars (\$3,200.00)* to settle the matter. (See Exhibit "D") Mr. Bush again informed Omni that his client would not accept an offer for less than the medical bills. Furthermore, he informed the adjuster that the case would be transferred to Fatima Alexis Zeidan, Esquire with the litigation department. (See Exhibit "E") On July 10, 2014, Cheryl Brooks an adjuster with Omni called the Law Office of Clifford Bush III, LLC, to make an offer for *Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00)*. Ms. Brooks was told said amount was not enough to cover Plaintiff's damages and no counter-offer was extended.

On September 18, 2014, Ms. Brooks extended another offer for *Five Thousand Five Hundred One and 00/100 Dollars (\$5,501.00)* to settle the case thereby increasing her offer by *One Dollar (\$1.00)*. Mr. Bush told Ms. Brooks she was negotiating in bad faith and asked whether she would accept service on behalf of the Defendant. Ms. Brooks stated that she absolutely would not accept service. Mr. Bush informed Ms. Brooks that a lawsuit would be forthcoming and that

he would like to speak to her supervisor regarding the manner in which the case was negotiated. She was unwilling to give the full name and phone number of her supervisor. After further discussions, Ms. Brooks reluctantly said Justin was her supervisor and agreed to transfer the call. However, Ms. Brooks failed to transfer Mr. Bush to her supervisor. (See Exhibit "F")

On October 16, 2014, Mr. Bush called Ms. Brooks again to obtain her supervisors' contact information but she failed to return the call. On November 9, 2014, another call was made to Ms. Brooks to obtain her supervisor contact information but again she refused to return the call. No calls were ever returned and all communications stopped with the Defendant's insurance company as of December 1, 2014.

On January 30, 2015 a Complaint was filed in the Court of Common Pleas for Beaufort County, State of South Carolina. The Defendant was served by Beaufort County Sheriff's Department on February 6, 2015. The Plaintiff filed a Motion for Summary Judgment against the Defendant, Linda Jenkins Holmes on April 3, 2015. An Entry of Default Judgment was granted against the Defendant on April 8, 2015. A Notice of the Hearing for Damages was served upon the Defendant on April 22, 2015. The Defendant failed to appear at the hearing for damages. The Court found the testimony of the Plaintiff to be credible and awarded *Forty Thousand Two Hundred Seventy-Five and 17/100 Dollars (\$40, 275.17)* in total damages to the Plaintiff. At no time after the Complaint was filed until the Order was issued did any discussions occur between the parties.

#### STANDARD OF REVIEW

Pursuant to rule 60(b)(1) relief may only be granted because of mistake, inadvertence, surprise, or excusable neglect. A circuit court may relive a party from a final judgement pursuant to Rule 60(b)(1), SCRCF, where a party shows "the judgment or order was induced by mistake,

inadvertence, surprise, or excusable neglect." Relief from judgment shall be within the sound discretion of the trial court and the court's findings will not be disturbed on appeal absent an abuse of discretion. *Deidun v. Deidun*, 362 S.C. 47, 606 S.E.2d 489 (Ct. App. 2004). ("An abuse of discretion arises where the judgment is controlled by an error of law or is based on factual conclusions that are without evidentiary support.") *Paul Davis Sys., Inc. v. Deepwater of Hilton Head, LLC*, 362 S.C. 220, 225, 607 S.E.2d 358-61 (Ct.App.2004). A party seeking to set aside a judgment pursuant to rule 60(b) has the burden of presenting evidence entitling him to the requested relief. Whether to grant or deny a motion under Rule 60(b) lies within the sound discretion of the judge. *Perry v. Heirs at Law of Gadsden*, 357 S.C. 42, 590 S.E.2d 502 (Ct. App. 2003). Our standard of review, therefore, is limited to determining whether there was an abuse of discretion. *Raby Const., L.L.P. v. Orr*, 358 S.C. 10, 17-18, 594 S.E.2d 478, 482 (2004).

To be rendered relief the movant must prove the judgement was taken against the defendant through mistake, inadvertence, surprise or excusable neglect, and (2) that there is a prima facie case of a meritorious defense. When determining whether to grant relief, the factors to consider are: (1) the timing of the motion for relief, (2) whether the party requesting relief has a meritorious defense, and the degree of prejudice to the opposing party if relief is granted. *Williams v. Watkins*, 384 S.C. 319, 324, 681 S.E.2d 914, 916-917 (Ct.App. 2009).

#### LEGAL ARGUMENTS

**I. THE DEFENDANT'S MOTION TO SET ASIDE THE DEFAULT JUDGMENT SHOULD BE DENIED BECAUSE THE DEFENDANT FAILED TO ESTABLISH MISTAKE.**

Mistake is defined as an unintentional act, omission, or error arising from ignorance, surprise, imposition, or misplaced confidence. "Under proper circumstances, an insurer may be entitled to an order setting aside a default judgement where the insurer is involved in ongoing

negotiation with a claimant but is not informed that the defendant has been served with a summons and complaint." *Edwards v. Ferguson*, 254 S.C. 278, 175 S.E.2d 224 (1970).

Here, there is no evidence of the Defendant alleging mistake. Omni was given notice that a lawsuit was being filed prior to the Defendant receiving the Summons and Complaint. Once Omni was informed that the Summons and Complaint was going to be filed, no further communications took place. The Plaintiff properly served the Defendant with the Summons and Complaint on February 6, 2015. Beaufort County Sherriff's Department served the Defendant. Plaintiff notified Defendant of the damages hearing. Omni knew all negotiations had ceased after Plaintiff filed the lawsuit. Likewise, Mr. Bush discussed accepting service of the Summons and Complaint with Omni's adjuster and she refused to accept service.

The Defendant failed to answer the complaint and did not appear for the damages hearing. There has been no evidence presented to show the defendant was not able to appear for reasons such as an unintentional act, omission, or error arising from ignorance, surprise, imposition, or misplaced confidence. Moreover, there was no communication between the parties in this case after December 1, 2014. Therefore, this Court should deny the Motion to Set Aside the Default Judgement.

**II. THE DEFENDANT'S MOTION TO SET ASIDE THE DEFAULT JUDGMENT SHOULD BE DENIED BECAUSE THE DEFENDANT FAILED TO ESTABLISH INADVERTANCE.**

Inadvertence is defined as heedlessness, lack of attention, want of care; carelessness; failure of a person to pay careful and prudent attention to the progress of a negotiation or a proceeding in court by which his rights may be affected. Generally, "the neglect of the attorney is the neglect of the client, and... no mistake, inadvertence, or neglect attributable to the attorney can be successfully used as a ground for relief, unless it would have been excusable if attributable to

the client." *Stearns Bank Nat'l Ass'n v. Glenwood Falls, LP*, 373 S.C. 331, 342, 644 S.E.2d 793, 798 (Ct.App.2007) (quoting *Simon v. Flowers*, 231 S.C. 545, 551, 99 S.E.2d 391, 394 (1957)). In addition, lack of familiarity with legal proceedings is not an acceptable excuse and the court will hold a layman to the same standard as an attorney. *Hill v. Dotts*, 345 S.C. 304, 310, 547 S.E.2d 894, 897 (Ct.App.2001).

In this case, there has been no evidence presented by the defendant or opposing counsel that show a lack of attention, want of care; carelessness; failure of a person to pay careful and prudent attention to the progress of a negotiation or a proceeding in court by which his rights may be affected. The Plaintiff properly served the Defendant through Beaufort County Sheriff's Department. In addition, Omni Insurance Company knew the complaint was being filed. The Defendant failed to answer the complaint. Ignorance of the law or judicial process serves as no excuse for any reasonably prudent person. Failure of the Defendant to answer the complaint does not serve as a justifiable cause for relief and opposing counsel has failed to establish the Default Judgement should be Set Aside because of inadvertence. Since the Defendant's counsel failed to establish inadvertence, this Court should deny the Motion to Set Aside the Default Judgement.

**III. THE DEFENDANT'S MOTION TO SET ASIDE THE DEFAULT JUDGMENT SHOULD BE DENIED BECAUSE THE DEFENDANT FAILED TO ESTABLISH SURPRISE OR EXCUSABLE NEGLIGENCE.**

Excusable neglect is the failure to take the proper steps at the proper time, not in consequence of the party's own carelessness, inattention, or willful disregard of the process of the court, but in consequence of some unexpected or unavoidable hindrance or accident, or reliance on the care and vigilance of his counsel or on the promises made by the adverse party.

For the purposes of the motion to set aside a judgment, "excusable neglect" is that neglect which might have been the act of a reasonably prudent person under the circumstance.

*Hollingsworth v. American Finance Corp.*, 86 Wis.2d 172, 271 N.W.2d 872, 878. For example "Helmy failed to show excusable neglect as the medical evidence does not support that he was incapacitated." *Tri- County Ice and Fuel Co. v. Palmetto Ice Co.*, 303 S.C. 237, 399 S.E.2d 779, 782 (1990)

The Defendant was served with a copy of the Summons and Complaint by Beaufort County Sheriff's Department on February 6, 2015. Prior to being served, Omni was notified that the Defendant's case would be transferred to the litigation department of The Law Office of Clifford Bush III, LLC. At no time did the Defendant present evidence of incapacitation or any excusable neglect. In fact, acceptance of service for both the Complaint as well as the damages hearing shows the Defendant was not surprised about the lawsuit. Moreover, there was no negotiation taking place at the time the lawsuit was filed. Therefore, this Court should deny the Defendant's Motion to Set Aside the Default Judgement because the Defendant has failed to establish excusable neglect or surprise.

**IV. THE DEFENDANT'S MOTION TO SET ASIDE THE DEFAULT JUDGMENT SHOULD BE DENIED BECAUSE THE DEFENDANT FAILED TO ESTABLISH A MERITORIOUS DEFENSE.**

A meritorious defense is one which is offered and alleged by the party proceeded against in an action or suit, as a reason in law or fact why the Plaintiff should not recover or establish what he seeks. A meritorious defense need not be perfect nor one which can be guaranteed to prevail at a trial. It need be only one which is worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to essential facts arising from conflicting or doubtful evidence. *Graham v. Town of Loris*, 272 S.C. 442, 453, 248 S.E.2d 594, 599 (1978).

Defendant has failed to establish a defense for which she is entitled to relief. The Plaintiff gave testimony and provided documentation justifying her to the relief granted by the court (See Exhibit "A," "B" and "G"). The amount of relief given is a question of fact for a jury. Opposing counsel acknowledges that there were damages and medical expenses. (See Defendant's Memorandum to Set Aside the Default Judgment) This alone establishes the Plaintiff was entitled to relief. The Defendant failed to establish a question of law deserving of an investigation or real controversy to the essential fact arising from doubtful evidence. Therefore, this court should deny the Motion to set Aside because the Defendant failed to establish a Meritorious Defense for which relief should be granted.

**V. THE DEFENDANT'S MOTION TO SET ASIDE THE DEFAULT JUDGMENT SHOULD BE DENIED BECAUSE THE DEFENDANT HAS FAILED TO ESTABLISH AN ABUSE OF DISCRETION.**

Judgment rests within the sound discretion of the trial court. An abuse of discretion arises where the judge issuing the order was controlled by an error of law or whether the order is based on factual conclusions that are without evidentiary support. *BB & T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d at 503.

In the instant case, the judge relied on testimony from a credible witness and evidence presented at the hearing. Plaintiff presented evidence and testimony to the Court that included medical expenses, property damage, wages and pain and suffering. Based on the evidence and testimony, the Court formulated a factual conclusion in which to compensate the Plaintiff. An abuse of discretion does not exist in this case because the judge relied upon evidence and testimony to form his conclusion.

Therefore, the court should deny the Motion to Set Aside the Default Judgment because the Defendant failed to establish an abuse of discretion.

**CONCLUSION**

This Court should deny the Motion to Set Aside the Default Judgement because the Defendant has failed to prove the judgement was taken against the defendant through mistake, inadvertence, surprise or excusable neglect, and (2) that there is a prima facie case of a meritorious defense.

LAW OFFICE OF CLIFFORD BUSH, III, LLC

By: 

Clifford Bush, III, Esquire  
South Carolina Bar #17206  
28 Old Jericho Road  
Beaufort, South Carolina 29906  
(843) 379-9500 work  
(843) 379-9550 fax  
Attorney for the Plaintiff

# ESTIMATE 843 Kustoms

Name: Joe	Customer Info		
Date: 10/24/2013	Name	Sha'Ron Anderson	
Comments: Call or E-Mail 843 Kustoms. 843-592-7769. 843Kustoms@gmail.com	Year	1997	
	Make	Chevy	
	Model	Suburban	
	Ph #	843-295-8318	

ITEMS	Price(ea)	QTY	Hours	Total
Rear Bumper	\$442.99	1	1.5	\$442.99
Rear Bumper Top Cover	\$67.42	1	1	\$67.42
Passenger Rear Door Hinge	\$41.00	2	2.5	\$82.00

*Where the hinges are needed repair work is also needed, do to fact that they are push in and is the cause of the rear doors not closing properly. That's where the time come in at with the hinges.*

Total Items	\$592.41
Sales Tax	\$35.54
Total Labor	\$315.00
Materials	\$43.26
<b>TOTAL PRICE</b>	<b>\$985.21</b>

**EXHIBIT A**

10/19/2013 at 05:40 PM  
113531

File ID: 105374

EVERETT SMITH & ASSOC  
APPRAISAL SERVICE ANYWHERE IN S.C.  
"ONE CALL DOES IT ALL" dispatch@everettsmith.com  
ALSO SERVING EASTERN GA. BORDER &  
SOUTHERN NC BORDER AREAS  
\*\* SINCE 1984 \*\*  
(803)731-0317 Fax: (803)798-6221  
Written By: JODY RICKARD 803 7679644

For: AICI INSURANCE GROUP - OMNI-ATLANTA  
Adjuster: DALE PORTER

UNRELATED PRIOR DAMAGE

Insured: SHERAN ANDERSON  
Owner: SHERAN ANDERSON  
Address: 80 MARTIN LANE  
LOT 11  
SEABROOKE, SC 29947  
Day: (843)644-0123

Claim #2013-95541dsp  
Policy #  
Date of Loss: 10/07/2013 at 05:00 PM  
Type of Loss: Collision  
Point of Impact: 6. Rear

Inspect 80 MARTIN LANE  
Location: LOT 11  
SEABROOKE, SC 29947

Day: (843)644-0123  
HOME

Repair MUST PROVIDE ALL PAGES TO OWNERS  
Facility: SHOP OF CHOICE

1 Days to Repair  
License #

1997 CHEV C1500 4X2 SUBURBAN LT 8-5.7L-FI 4D UTV GREEN Int:  
VIN: 1GNEC16R3VJ407103 Lic: ILU336 SC Prod Date: Odometer: 287895  
Intermittent Wipers Tilt Wheel Cruise Control  
Rear Defogger Keyless Entry Dual Air Condition  
Dual Mirrors Body Side Moldings Privacy Glass  
Luggage/Roof Rack Clear Coat Paint Power Steering  
Power Brakes Power Windows Power Locks  
Power Mirrors Power Driver Seat AM Radio  
FM Radio Stereo Search/Seek  
Cassette Driver Side Air Bag Passenger Air Bag  
Anti-Lock Brakes (4) 4 Wheel Disc Brakes Reclining/Lounge Seats  
Leather Seats Rear Step Bumper Automatic Transmission  
Overdrive Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		FRONT DOOR				
2**	Repl	A/M RT Power mirror w/o heat	1	97.00	0.4	
3		HOOD				
4	Refn	Hood				3.2
5		Add for Clear Coat				1.3
6		ROOF				
7	Refn	Roof panel				5.0
8		Overlap Major Adj. Panel				-0.4

1

EXHIBIT B

10/19/2013 at 05:40 PM  
113531

File ID: 105374

UNRELATED PRIOR DAMAGE

1997 CHEV C1500 4X2 SUBURBAN LT 8-5.7L-FI 4D UTV GREEN Int:

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
9		Add for Clear Coat				0.9
Subtotals ==>				97.00	0.4	10.0
Parts						97.00
		Body Labor	0.4 hrs @	\$ 42.00/hr		16.80
		Paint Labor	10.0 hrs @	\$ 42.00/hr		420.00
		Paint Supplies	10.0 hrs @	\$ 28.00/hr		280.00
SUBTOTAL						\$ 813.80
Sales Tax						\$ 6.79
TOTAL COST OF REPAIRS						\$ 820.59

THIS DAMAGE APPRAISAL IS NOT AN ACCEPTANCE OF LIABILITY, NOT A CONFIRMATION OF COVERAGE, NOT A GUARANTEE OF ANY PAYMENT & NOT AN AUTHORIZATION TO REPAIR.

\*\* VEHICLE OWNER MUST AUTHORIZE REPAIRS & GUARANTEE PAYMENT IN FULL AT COMPLETION OF REPAIRS.

PLEASE REFER DIRECTLY TO LISTED INSURANCE COMPANY CLAIM REP WITH ANY QUESTIONS REGARDING INSURANCE COVERAGE OR PAYMENTS.

VEHICLE OWNER MUST PROVIDE ALL PAGES OF THIS APPRAISAL REPORT TO SHOP OF OWNER'S CHOICE, PRIOR TO OWNER'S AUTHORIZATION TO REPAIR.

ALL SUPPLEMENTS MUST BE REPORTED TO APPRAISER PROMPTLY & PRIOR TO REPAIR COMPLETION, FOR APPROVAL & MUST BE SUPPORTED WITH PROPER DOCUMENTATION. FAILURE TO COMPLY MAY RESULT IN DENIAL OF INSURANCE COVERAGE.



OMNI INSURANCE COMPANY  
P.O. BOX 105019  
ATLANTA, GA 30348-5019  
PHONE: 800-727-6664 / FAX: 800-680-1904

SHERAN ANDERSON  
80 MARTIN LANE  
LOT 11  
SEABROOKE, SC 29940

October 24, 2013

Insured: LINDA HOLMES  
Our Claim Number: 2013-95451  
Loss Date: 10/07/2013

Dear SHERAN ANDERSON,

We have completed our appraisal of your damaged vehicle and enclosed is a copy of the damage appraisal.

A check in the amount of ~~\$820.59~~ <sup>322.10</sup> is being mailed under separate cover. The payment is based on the enclosed damage appraisal and included only those damages deemed related to the accident.

There are few instances where additional damage is found during the repair process. If this is the case, the repair facility should immediately contact the appraiser assigned to your claim to discuss the repairs. When a supplement is approved and agreed to, we will then issue a supplemental payment to pay for any related additional damage.

If you have any questions, please feel free to contact me.

Sincerely,

Dale Porter Ext. 3303  
Claims Representative

**EXHIBIT "C"**



OMNI INSURANCE COMPANY  
P.O. BOX 105019  
ATLANTA, GA 30348-5019  
PHONE: 800-727-6664 / FAX: 800-680-1904

CLIFFORD BUSH III  
PO BOX 6194  
BEAUFORT, SC 29903

May 08, 2014

Claim Number: 2013-95451  
Policy Number: 3215074  
Loss Date: 10/07/2013  
Your Client: SHARON ANDERSON

Dear CLIFFORD BUSH III,

Please let this letter confirm our settlement offer in the amount of \$3200.00. Please present this offer to your client and advise me if acceptable.

I look forward to your prompt response. If you have any questions, please contact me at the number above.

Sincerely,

Robert Croley Ext. 3303  
Claims Representative

**EXHIBIT "D"**

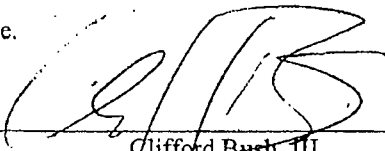


STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**AFFIDAVIT**

**PERSONALLY APPEARED BEFORE ME**, Clifford Bush III, after being duly sworn says:

1. I am a resident of the County of Beaufort, State of South Carolina.
2. I reside at 65 Pinckney Colony Road, Bluffton, State of South Carolina.
3. I am of lawful age and resided in Beaufort County for more than twenty (20) years.
4. On September 18, 2014, I spoke with Cheryl Brooks, an agent of Omni Insurance company and informed her that I thought she was negotiating in bad faith. I informed Ms. Brooks that I was filing a lawsuit regarding my client's case against Linda Jenkins Holmes. I asked if she would accept service on behalf of Ms. Holmes. She said she would not accept service. I then told her that our communication regarding this case had reached an impasse and that I wanted to speak with her Manager/supervisor. After further discussions, she reluctantly provide the name of Justin. She said his name was Justin but would not provide any additional information as to his last name. I ask her to transfer me to the manager/supervisor and the phone was suddenly disconnected.
5. On October 16, 2014, my office called Ms. Brooks to discuss getting the contact information for her manager/supervisor but she never returned the phone call.
6. On November 9, 2014, my office called Ms. Brooks again to get the contact information for her manager/supervisor but she never returned the call.
7. Since the discussion on September 18, 2014, I nor any attorney in my office ever spoke with Cheryl Brooks or any agent of Omni Insurance Company about settlement of the case.
8. I affirm and attest to the above.

  
\_\_\_\_\_  
Clifford Bush, III

Sworn to and subscribed before me,

**EXHIBIT "F"**

This 13 day of July, 2015.

Risa BeWilliams

Notary Public for South Carolina

My Commission Expires: 4-24-2024

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Sharon Anderson, after being duly sworn says:

1. I am a resident of the County of Charleston, State of South Carolina.
2. I reside at 5055 North Arco Lane Apartment 118, Charleston, State of South Carolina.
3. I resided at 80 Martin Lane Lot 11, Seabrook, State of South Carolina at the time of the incident.
4. I am of lawful age and resided in Beaufort County for one(1) or more years.
5. On May 8, 2015 I testified in a Hearing for Damages.
6. My attorney Fatima Alexis Zeidan and The Honorable Marvin H. Dukes, III was present.
7. My testimony included medical expenses, property damage, loss wages and that I am also still having pains from the automobile accident.
8. I affirm and attest to the above.

Sharon Anderson  
Sharon Anderson

Sworn to and subscribed before me,

This 14 day of July, 2015.

[Signature]  
Notary Public for South Carolina

My Commission Expires: 11/8/19

EXHIBIT "G"

STATE OF SOUTH CAROLINA  
2015 AUG 31, PM 4:02

COUNTY OF BEAUFORT  
ERRI ANN ROSENEAU  
BEAUFORT COUNTY, S.C.  
CLERK OF COURT

SHARON DENISE ANDERSON,

Plaintiff,

vs.

LINDA JENKINS HOLMES,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2015-CP-07-00218

**DEFENDANT'S SUPPLEMENTAL  
MEMORANDUM IN SUPPORT OF  
MOTION TO SET ASIDE DEFAULT  
PURSUANT TO SCRCF 60(B)(1) AND  
(3)**

This matter comes before this court on Defendant's Motion to Set Aside Default Judgment. This memorandum incorporates by reference Defendant's initial memorandum filed with the court and served on opposing counsel on or around June 19, 2015. This memorandum addresses additional issues that have come to light following receipt of the hearing transcript from the default damages hearing held on May 8, 2015. The underlying motion was filed on or around June 1, 2015 immediately following receipt of the default judgment order from opposing counsel.

The underlying order and judgment in the amount of \$40,275.17 must be set aside due to either (1) mistake, inadvertence, surprise, or excusable neglect or (2) fraud, misrepresentation, or other misconduct of an adverse party. The basis for this supplemental memorandum is noted in Defendant's Motion and found in SCRCF Rules 60(b)(1) and (3). This memorandum addresses the outright misrepresentation and/or fraud of Plaintiff to this court during the hearing. This clear fraud and/or misrepresentation requires this court to set aside its prior order and set aside default (or at the very least conduct a new damages hearing). In addition, this memorandum discusses in further detail the mandatory set aside required by McLurg due to mistake,

inadvertance, surprise, and/or excusable neglect.

This court conducted a hearing in this matter on May 8, 2015. Omni, Defendant's insurance carrier, was not notified of this hearing as set out in the prior memorandum. Pursuant to Tri-County, Ledford, and McClurg, discussed therein, Plaintiff was required to notify Omni of the hearing. Failure to notify Omni of the Complaint, Default, and/or hearing despite Omni's continued contact with Plaintiff's counsel constitutes extrinsic fraud on this court<sup>1</sup>. However, whether Plaintiff should have notified Omni is not relevant for this supplemental memorandum. What is relevant for this supplemental memorandum is the evidence—or lack thereof—presented at the hearing and the direct intentional fraud and/or misrepresentation carried out on the court by Plaintiff.

Defendant obtained a copy of the May 8, 2015 hearing transcript on July 16, 2015. The transcript is attached as Exhibit A. The transcript shows the hearing took a total of 11 minutes and not one piece of evidence was entered into the record with the exception of the bills for care (but not the records for care). During this hearing, Plaintiff makes several statements, under oath, which are either fraudulent or misrepresentations of the evidence. These statements are summarized as follows:

1. Plaintiff was written out of work by a physician.
2. The damage to Plaintiff's car was severe resulting in a pushed in bumper that prevented the doors from opening.
3. Defendant's car was severely damaged and totaled.

<sup>1</sup> Extrinsic fraud "induces a person not to present a case or deprives a person of the opportunity to be heard." Chevning v. Ford Motor Company, 354 S.C. 72, 579 S.E.2d 605 (citing Hilton Head Cir. of South Carolina v. Public Serv. Comm'n, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987)). Equitable relief from a judgment "is granted for extrinsic fraud on the theory that because the fraud prevented a party from fully exhibiting and trying his case, there has never been a real contest before the court on the subject matter of the action." Id.; see also Bryan v. Bryan, 220 S.C. 164, 167-68, 66 S.E.2d 609, 610 (1951)

4. Plaintiff was employed at Red Roof Inn and/or terminated from her employment with Red Roof Inn due to this accident.

First, Plaintiff testified during the hearing:

"Q. She was – so you were taken out of work

A. Yes."

The entirety of Plaintiff's actual medical record is attached at Exhibit B. At the hearing, Plaintiff presented only the medical bills she contended were incurred. After doing so, she made the above statement that she was taken out of work. Even a cursory review of the medical record reveals that Plaintiff was not written out of work at any time following this accident. The records provided by Beaufort Memorial Hospital show a date of service of October 7, 2013—the date of the accident. Plaintiff was admitted at 11:37 AM. The records note Plaintiff presented to the emergency room as a walk-in complaining of pain in her right hip and right ankle. Plaintiff was diagnosed with a myofascial strain, a hip contusion, and an ankle sprain. X-rays of Plaintiff's right hip and right ankle were completely normal. Dr. Jackson noted "an unremarkable right hip" and "no acute findings in the ankle." Plaintiff was released from the emergency room at 1:28 PM—less than two hours after arriving. Plaintiff's discharge instructions were to follow up with a private physician if pain persisted. No doctor indicated Plaintiff should be out of work or advised Plaintiff of any work restrictions.

Plaintiff did not obtain any additional medical care until going to Carey Chiropractic on October 25, 2013—18 days post-accident. This date is important based on Plaintiff's testimony and will be discussed below. The records from Carey Chiropractic indicate Plaintiff attended six (6) total appointments. Her final appointment and release was on November 20, 2013. In that report, Dr. Carey checked the box that Plaintiff's complaints were "resolved." There is no

notation in any of the six medical records that Plaintiff was out of work, that Plaintiff should be out of work, or that Plaintiff had any restrictions whatsoever.

However, even if a record from Dr. Carey stated that Plaintiff was written out of work, it would be irrelevant. Plaintiff testified in the hearing that she was terminated from her job on October 7, 2014—18 days before she started treating with Dr. Carey. This testimony is as follows:

“Q: Okay. So you were out of work from October 7<sup>th</sup> until —

A: Yes, sir.”

This statement means that Plaintiff testified she was taken out of work by a treating physician on the day of the accident and for all days thereafter. The medical records from Beaufort Memorial Hospital directly contradict this sworn testimony. Further, Plaintiff testified “I lost my job because in the amount of time that I was due to be released it wasn’t on their time, basically...they didn’t want to wait until I was done.” This testimony, while somewhat difficult to digest, indicates Plaintiff was terminated because of work restrictions placed on her that Red Roof could not accommodate and they would not wait for her release from care. However, as noted above, Plaintiff was fully released from care with Beaufort Memorial Hospital on October 7, 2014—the very same day she claims she was stopped working because she wasn’t released to return to work<sup>2</sup>. Plaintiff clearly either misrepresented her employment situation or committed fraud on the court. This misrepresentation and/or fraud requires this court to set aside its prior order and set aside the default (or at the very least conduct a new damages hearing).

Next, Plaintiff misrepresented to the court the nature of the accident and the damage to the vehicles. Everett Smith & Assoc. was hired to perform an appraisal of the damages following

<sup>2</sup> Again, the date of release of care from Dr. Carey is irrelevant as the testimony is that she was terminated prior to even setting an appointment with Dr. Carey (notwithstanding Dr. Carey also never provided Plaintiff with work

the report of claim. This appraisal was completed on October 19, 2014. (See Exhibit C). The appraisal included a full evaluation of the damage to the vehicle as well as photographs of Plaintiff's vehicle. (See Exhibit D). The appraiser determined there was property damage related to the accident in the amount of \$322.10<sup>3</sup>. The appraiser determined the repairs to be done included (1) replace a portion of the bumper assembly, and (2) align the left rear cargo door following replacement of the bumper. The total for parts was \$250.00 and the estimate called for 1.3 hours total of labor. Plaintiff's testimony was that the accident "...was a pretty significant impact." She further stated "my bumper was pushed in and the two doors that open don't open anymore." She also testified the "...Defendant's car might have been totaled<sup>4</sup>."

Despite Plaintiff's colorful testimony about the "significant" impact resulting in severe damage to her vehicle, the photographs taken of the car show a much different story. Photographs attached as Exhibit D were taken by the appraiser. The photographs show very little to no damage to any part of the vehicle. Importantly, they do not provide any evidence the "bumper was pushed in" or that the "two doors don't open anymore." In fact, one of the photographs on the second page of photographs provides shows that the right rear door is open. Therefore, Plaintiff's statement that the "two doors don't open anymore" is clearly false. Plaintiff clearly either misrepresented the severity of the accident and the damage to her vehicle or committed fraud on the court. This misrepresentation and/or fraud requires this court to set aside

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restrictions or wrote her out of work).  
<sup>3</sup> Plaintiff presented a second estimate from Everett Smith & Assoc purporting to be for \$820.59 in damages. However, a review of this record shows that it was for "Unrelated Prior Damage." This statement is made on the face of the record. Additionally, the damage assessed is clearly unrelated. The estimate was for replacing the driver power mirror, refinishing the paint on the hood, and refinishing the paint on the roof. None of these issues are related to a minor impact with a rear bumper. Additionally, Plaintiff has now presented (on 7/20/15) an estimate from a shop named "843 Kustoms." This estimate was never provided to Omni at any time before 7/20/15 and was not presented to this court during the damages hearing. Despite this being a new piece of evidence, it reflects the exact same damage and repairs as Everett Smith identified in the original appraisal for \$322.10 (a bumper and a rear door alignment/hinge).  
<sup>4</sup> The undersigned represents to this court that Defendant's car was not totaled. It was driven from the scene and is

its prior order and set aside the default (or at the very least conduct a new damages hearing).

Finally, Defendant contends Plaintiff misrepresented her employment situation. Plaintiff has presented no evidence, other than her singular statement at the hearing that she lost any time from work and/or was terminated from work as a result of the accident. There has been no evidence presented at any time that Plaintiff missed even one day of work. During the pendency of negotiation and settlement discussions, Plaintiff's counsel did not one time mention lost wages, loss of a job, or any other employment related issues. His formal demands did not contemplate any lost wages or time lost from work. This information was concealed from Defendant. If Plaintiff actually missed time from work, let alone 79 weeks of time, wouldn't that have been included in negotiations?

The lack of evidence on the lost wage issue is further reflected by the fact that Defendant has requested the employment records and evidence that Plaintiff missed time from work and Plaintiff's counsel has refused to provide such records. Defendant obtained the records through subpoena following receipt of the hearing transcript. Plaintiff testified in the hearing that she was terminated from her job on October 7, 2014 and/or that she was out of work from October 7, 2014 forward. This testimony is as follows:

"Q: Okay. So you were out of work from October 7th until -

A: Yes, sir."

Further, Plaintiff testified "I lost my job because in the amount of time that I was due to be released it wasn't on their time, basically...they didn't want to wait until I was done." As noted above, this testimony indicates Plaintiff was terminated because of work restrictions placed on her that Red Roof could not accommodate and they would not wait for her release from care. However, Plaintiff was fully released from care with Beaufort Memorial Hospital on

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still in the possession, ownership, and -reportedly- use of Defendant.

October 7, 2014—the very same day she claims she was stopped working because she wasn't released to return to work. In addition, after receiving the transcript, Omni obtained Plaintiff's termination paperwork from Red Roof Inn and an affidavit from Plaintiff's General Manager. See Exhibit E. Plaintiff was terminated for repeated violations of company policy related to short registers, not charging guests for their stays, not charging guests for movies, no shows to work, and other errors with credit cards. In addition, the employment file indicates she was terminated on October 14, 2013 after an incident with a short register and guest issues on October 11, 2013 (which would mean she worked four (4) days after the date she testified under oath she stopped working and/or was terminated) and a no show on October 13, 2014. Plaintiff clearly misrepresented situation surrounding her termination from employment and/or committed a deliberate fraud on the court requiring a set aside of the default.

Defendant believes the clear fraud setout herein constitutes a combination of extrinsic and intrinsic fraud sufficient to set aside the default (in addition to the issues raised in the prior brief related to mistake, inadvertence, etc). However, even if this court determines the issues raised herein are solely intrinsic, the issues raised herein establish a meritorious defense to damages. Our courts have noted, in determining whether to set aside a default judgment under Rule 60(b), the trial judge should consider the following relevant factors: (1) the promptness with which relief is sought, (2) the reasons for the failure to act promptly, (3) the existence of a meritorious defense, and (4) the prejudice to the other parties. Tobias v. Rice, 379 S.C. 357, 366, 665 S.E.2d 216, 221 (Ct.App.2008); Micronics, Inc. v. S.C. Dep't of Revenue, 345 S.C. 506, 510-11, 548 S.E.2d 223, 226 (Ct.App.2001); Hill v. Dotts, 345 S.C. 304, 309, 547 S.E.2d 894, 897 (Ct.App.2001); New Hampshire Ins. Co. v. Bey Corp., 312 S.C. 47, 50, 435 S.E.2d 377, 378

(Ct.App.1993). Additionally, our courts have stated "We have held that Section 10--1213<sup>5</sup> should be liberally construed to see that justice is promoted and to strive for disposition of cases on their merits." Gaskins v. California Ins. Co., 195 S.C. 376, 11 S.E.2d 439 (1940). Further, the Fourth Circuit has set out that "no cognizable prejudice inheres in requiring a plaintiff to prove a defendant's liability, a burden every plaintiff assumes in every civil action filed..." Colleton Prep. v. Hoover, 616 F.3d 413, 419 (2010).

First, Defendant filed for the requested relief on the very same day it was notified of the default judgment. Therefore, promptness of the request for relief is not at issue.

Second, Defendant has set out the reasons for the failure to respond. Specifically, as set out in the prior memorandum and the sworn affidavit of Shelby McDonald, Defendant contacted Plaintiff's counsel on seven occasions between December 2014 and May 2015. See Exhibit F. This included four calls after the Complaint was filed and one call the day before the damages hearing. None of these calls were ever returned. In addition to the affidavit of Shelby McDonald, these calls and messages were all contemporaneously recorded by Omni in their file. See Exhibit G. Defendant had a reasonable expectation notice of suit would be given based on the communications from Plaintiff's counsel (including, but not limited to, his requests to accept service). Plaintiff's counsel asserts that his request to accept service negates mistake, inadvertence, excusable neglect and/or surprise. See Plaintiff's Memorandum, p. 4-5. Plaintiff cites to Edwards v. Ferguson, 254 S.C. 278, 175 S.E.2d 224 as support for this position. However, Edwards actually requires a set aside in this case. In Edwards, the plaintiff's counsel "...orally informed...State Farm on the phone...that summons, notice, and complaint had been

<sup>5</sup> Revised to S.C. Code Ann. 15-27-130 of the 1976 Code. It provided "at any time within one year of notice thereof the circuit court may relieve a party from a judgment taken against him through his mistake, inadvertence or excusable neglect." It was repealed in 1985 and replaced in part by Rules 55 and 60.

served<sup>6</sup> on the defendant..." The trial judge in Edwards even found as a matter of fact that State Farm was informed of the service by Plaintiff's counsel. Despite the clear notice to State Farm, the court set aside the default judgment because State Farm was not given a copy of the lawsuit. In doing so, the Supreme Court of South Carolina stated "State Farm stands in the shoes of the defendant so far as liability is concerned in spite of the fact that the company...was completely unaware...and in spite of the fact that the defendant has obviously failed to cooperate, to the prejudice of the company." In sum, Edwards, a Supreme Court case, stands for the proposition that an insurance company acts with excusable neglect, mistake, and/or inadvertence when a plaintiff fails to provide a copy of the lawsuit to the insurance company after telling the insurance company about the lawsuit. In the present case, that is exactly what occurred—Plaintiff's counsel informed Omni of the pending lawsuit and failed to provide a copy to Omni. Therefore, Edwards clearly requires the default be set aside.

Further, McLurg v. Deaton, 380 S.C. 563, 671 S.E.2d 87 (Ct. App. 2009) clearly sets out the reasons for Defendant's failure to act is justified as excusable neglect and mistake. McLurg was decided after Edwards and relies heavily on the reasoning in Edwards. In McLurg, the plaintiff's counsel informed Zurich in writing he was going to file a lawsuit. While negotiations and attempted communications were ongoing, he filed the lawsuit without notifying Zurich or providing Zurich a copy of the lawsuit. The defendants defaulted and a judgment was entered. The Court of Appeals set aside the default. Specifically, the Court stated "...it is undisputed Zurich...entered into settlement negotiations with [plaintiffs] attorney...based on counsel's conduct and actions, it was reasonable for Zurich and New Prime to believe that...at the very least, that counsel would provide Zurich a copy of any pleadings in the matter when

<sup>6</sup> In the present case, Plaintiff's counsel admits he only told Omni he was going to file a complaint but never told Omni a complaint was served. Nevertheless, it is clear that informing of service is even more significant than simply

filed." The court went on to say "...the facts show [Zurich] was taken by surprise when...counsel failed to inform Zurich or New Prime of this action, thereby meeting the surprise or excusable neglect requirement under Rule 60(b)(1)<sup>7</sup>. McLurg sets out in clear language that failing to provide a copy of the lawsuit following negotiations and notice of potential filing constitutes excusable neglect and/or surprise. Therefore, the reason for failure to act promptly is not at issue.

Third, Defendant is required to show the existence of a meritorious defense. Plaintiff has asserted her damages include lost wages. Evidence presented by Defendant in support of this motion also establishes a meritorious defense to the lost wage claim. Plaintiff further made assertions related to damage to her vehicle and the condition of her vehicle. Evidence presented by Defendant in support of this motion also established a meritorious defense to the property damage claim. Therefore, there is a meritorious defense that has been presented to this court.

Fourth, and finally, the court must consider the prejudice to the other nonmoving parties. Specifically, prejudice to Plaintiff. Here there is no prejudice. First, the request for relief is timely filed. Second, there would be no need for a set aside had Plaintiff's counsel complied with the holdings in Edwards and McLurg. Third, Plaintiff's own perjury and fraud negate any aspect of prejudice with having to defend the case on the merits. Fourth, the South Carolina Supreme Court and applicable Federal Courts have held that there is "a strong preference that, as a general matter, defaults be avoided and that claims and defenses be disposed of on their merits." See, for example, Tazco, Inc. v. Director, Office of Workers Compensation Program, U.S. Dep't of Labor, 895 F.2d 949, 950 (4th Cir.1990) ("The law disfavors default judgments as

threatening a suit.

<sup>7</sup> The Court of Appeals also called into question actions of plaintiff's counsel for misrepresentation and/or misconduct under Rule 60(b)(3) because of the history of communication and negotiation between the parties and the plaintiff's counsel's concealment of the action from Zurich despite communications after the action was filed.

a general matter."); Consolidated Masonry & Fireproofing, Inc. v. Wagman Constr. Corp., 383 F.2d 249, 251 (4th Cir.1967) ("Generally a default should be set aside where the moving party acts with reasonable promptness and alleges a meritorious defense."). Additionally, in Colleton Prep. v. Hoover, 616 F.3d 413, 419 (2010), the Fourth Circuit found that "no cognizable prejudice inheres in requiring a plaintiff to prove a defendant's liability, a burden every plaintiff assumes in every civil action filed." Plaintiff cannot show there is any prejudice to setting aside the default. The Complaint in this matter was filed in January 2015. If the default is set aside, we would still not even be close to a trial roster or mediation deadline. All discovery to be sought by Defendant has been completed<sup>8</sup> and Defendant is prepared to proceed immediately to a trial on the merits. Therefore, there is no delay that prejudices Plaintiff. And as set out above, there is no other prejudice to Plaintiff which exists.

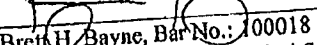
#### Conclusion

For all the foregoing reasons, the default judgment entered by this court must be set aside due to fraud and/or misrepresentation by Plaintiff. Plaintiff cannot present any evidence that (1) she was ever written out of work and/or given work restrictions by any doctor, (2) that she was terminated from employment by Red Roof Inn as a result of her accident, and (3) the severity of the accident is anywhere close to the testimony she gave and which is clearly contradicted by the photographic and appraisal evidence. Any of these is sufficient under Rule 60 to set aside the default judgment. All of them together paint a clear picture of Plaintiff's egregious actions before this court and should result in a set aside of the default judgment entered against Defendant. Additionally, even if this court determines the evidence discussed herein is wholly intrinsic for the purposes of this hearing, the evidence clearly sets out a meritorious defense to damages and,

<sup>8</sup> With the exception of Plaintiff's employment records which is the subject of a motion held in abeyance/denied without prejudice by this court. Those records will take a matter of days to obtain should the discovery be granted.

therefore, pursuant to Tobias, et al, McLurg, Edwards, all other caselaw cited herein, and the South Carolina Rules of Civil Procedure, the judgment and default must be set aside for excusable neglect, inadvertence, and/or mistake and the matter should proceed equitably on the merits.

MCANGUS GOLDELOCK & COURIE, L.L.C.

  
Brett H. Bayne, Bar No.: 100018  
Post Office Box 12519, Capitol Station  
Meridian, 1320 Main Street, 10<sup>th</sup> Floor (29201)  
Columbia, South Carolina 29211-2519  
(803) 779-2300

ATTORNEYS FOR DEFENDANT, LINDA  
JENKINS HOLMES AND OMNI INDEMNITY  
COMPANY

August <sup>26</sup> 25, 2015

**EXHIBIT A**

1 State of South Carolina } Court of Common Pleas  
 2 County of Beaufort } 14th Judicial Circuit  
 No.: 2015-CP-07-00218

3 Sharon Denise Anderson, }  
 4 Appellant, } HEARING  
 5 vs. }  
 6 Linda Jenkins Holmes, } May 8, 2015  
 7 Respondent. }  
 8

9  
 10 Hearing reported by Deborah S. Thomas,  
 11 Certified Verbatim Reporter and Notary Public in and  
 12 for the State of South Carolina; said hearing held  
 13 before the Honorable Marvin H. Dukes, III, Beaufort  
 14 County Master in Equity and Special Circuit Court  
 15 Judge in accordance with the South Carolina Rules of  
 16 Civil Procedure, at the Beaufort County Courthouse,  
 17 102 Ribaut Road, Room 212, Beaufort, South Carolina,  
 18 on May 8, 2015, at the hour of 11:01 a.m.

19  
 20 THOMAS REPORTING SERVICES  
 156 Argent Way  
 21 Bluffton, South Carolina 29909  
 (803) 206-7390  
 22  
 23  
 24  
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1 Appearances  
 2 Representing the Plaintiff:  
 3 FATIMA ALEXIS ZEIDAN, ESQUIRE  
 The Eichholz Law Firm, PC  
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530 Stephenson Avenue, Suite 200  
Savannah, Georgia 31405  
fzeidan@thejusticelawyer.com

LINDA JENKINS HOLMES  
Pro Se  
(Not present)

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6	Certificate of Reporter	13
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Exhibits:

Marked at Page

(Copy of exhibits attached to  
each copy of transcript.)

1 (Case summary)

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1 This hearing is taken in accordance  
2 with the South Carolina Rules of Civil Procedure.  
3 JUDGE DUKES: Good morning. We are  
4 here in Anderson versus Holmes. This is case  
5 2015-CP-07-218. This comes to me pursuant to order  
6 of Reference executed by the Clerk of Court. The  
7 Plaintiff is here with her counsel. The Defendant  
8 has not appeared. It appears from the records that  
9 Ms. Holmes was originally served with the lawsuit  
10 back on the 30th day of January, 2015.

11 Thereafter she failed to respond. An  
12 entry of default was entered by the clerk of court  
13 which was filed April 8th, 2015. And -- let's see.  
14 What notice of her hearing appears she was --  
15 MS. ZEIDAN: This is a Certificate of  
16 service that she was re-served with all the  
17 documents and the notice of hearing on April 22nd.

18 JUDGE DUKES: Okay. And, again, I

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19 5-8-15 anderson hearing.txt  
20 have checked the hallway. No one is present for  
21 this case so we can proceed. I'm happy to hear from  
22 you.

23 MS. ZEIDAN: All right, Judge Dukas.  
24 You did meet my client before, Ms. Sharon Anderson,  
25 the Plaintiff. This matter comes before us pursuant  
to a car accident that happened on October 7th, 6

1 2013, on Highway 21, Trask Parkway near Grays Hill  
2 here in Beaufort.

3 As you noted, the complaint was filed  
4 January 30th, 2015, and appropriately served by the  
5 Beaufort County Sheriffs office on February 6, 2015.  
6 As a result of the accident my client sustained a  
7 right ankle sprain, a right hip contusion. She was  
8 diagnosed with myomalacia, lumbar and sacroiliac  
9 joint dysfunction.

10 She sought treatment the day of the  
11 injury -- the day of the accident with Beaufort  
12 Memorial Hospital where her bill was \$1,603.17. She  
13 had an x-ray bill for that date of service for a  
14 \$130. She had an emergency physician bill in the  
15 amount of \$712. She was referred for further  
16 treatment to Carey Chiropractic where she  
17 conservatively treated for about seven visits. Her  
18 total there was \$1,070.

19 Upon release her medical records did note  
20 that she was continuing to have pain and twinges.  
21 And she was instructed to receive follow-up care.  
22 However, for a variety of reasons, including  
23 insurance reasons, my client has been unable to do

24 so. At this time we are requesting that the minimum  
25 limits of 25,000 be granted in this matter. 7

1 JUDGE DUKES: Okay. And,  
2 Ms. Anderson, can you hold your right hand up for  
3 me, please.

4 MS. ANDERSON: Uh-huh.

5 JUDGE DUKES: Do you swear or affirm  
6 to tell the truth, the whole truth, and nothing but  
7 the truth so help you God?

8 MS. ANDERSON: Yes, sir.

9 JUDGE DUKES: All right. Please  
10 answer any questions your attorney may have.

11 MS. ANDERSON: Okay.

12 WHEREUPON:

13 SHARON DENISE ANDERSON, being duly  
14 sworn and cautioned to speak the truth, the whole  
15 truth and nothing but the truth, testifies as  
16 follows:

17 DIRECT EXAMINATION

18 BY MS. ZEIDAN:

19 Q. Ms. Anderson, please tell the court what  
20 injuries you sustained as a result of the accident.

21 A. My right ankle and my right hip and  
22 problems in my lower back area.

23 Q. And, Ms. Anderson, did you receive  
24 treatment for those injuries?

25 A. After the accident, yes, but after 8

1 everything was done, no. I haven't since then.

2 Q. And when you say after everything is done,  
Page 6

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3 are you referring to after your visits with Carey  
4 chiropractic ceased?

5 A. Yes, ma'am.

6 Q. Okay. And will you please tell the judge  
7 what further injuries you are still -- further  
8 ailments you are still complaining of as a result of  
9 the accident?

10 A. My right ankle because due to something  
11 prior I have screws in there. So now I have  
12 arthritis in my right ankle. And still have back  
13 problems.

14 Q. And, Ms. Anderson, will you please tell  
15 the judge what has transpired with your work  
16 situation as a result of the accident?

17 A. I lost my job because in the amount of  
18 time that I was due to be released it wasn't on  
19 their time, basically. So I lost it because of  
20 that. And they didn't want to wait until I was  
21 done.

22 Q. She was -- so you were taken out of  
23 work --

24 A. Yes.

25 Q. -- by the treating --

9

1 A. I was terminated, basically.

2 Q. Okay.

3 JUDGE DUKES: What were you doing,  
4 Ms. Anderson?

5 THE WITNESS: Front desk at Red Roof  
6 Inn.

7 JUDGE DUKES: At where? I'm sorry.  
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8 THE WITNESS: Red Roof Inn.  
9 JUDGE DUKES: Red Roof Inn?  
10 THE WITNESS: Yes, sir.  
11 JUDGE DUKES: Okay. What were you  
12 making at the Red Roof Inn?  
13 THE WITNESS: Ten dollars an hour.  
14 JUDGE DUKES: Okay. Have you been  
15 able to find work since?  
16 THE WITNESS: I just found work the  
17 15th of April.  
18 JUDGE DUKES: Okay. So you were out  
19 of work from October 7th until --  
20 THE WITNESS: Yes, sir.  
21 JUDGE DUKES: Okay. So how many  
22 hours a week would you work?  
23 THE WITNESS: The full 40 hours.  
24 JUDGE DUKES: Okay. Now, you said  
25 you are still in pain. Is that what you said? 10

1 THE WITNESS: Yes, sir.  
2 JUDGE DUKES: What are your plans  
3 with regard to that? Do you have any other  
4 treatment plans?  
5 THE WITNESS: Right now I'm talking  
6 with a doctor in Charleston. I have to see if my  
7 Medicaid will cover them. So I'm just waiting on  
8 the notice now.  
9 JUDGE DUKES: And this was, what, a  
10 stoplight rear-end accident at Grays Hill? Is that  
11 what it was?  
12 MS. ZEIDAN: It was, Your Honor.

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13 THE WITNESS: Yes.  
14 JUDGE DUKES: What was the condition  
15 of the vehicles after the accident?  
16 THE WITNESS: My bumper was pushed in  
17 and the two doors that open don't open anymore.  
18 JUDGE DUKES: It was a pretty solid  
19 hit.

20 MS. ZEIDAN: It was a pretty  
21 significant impact, Your Honor. And I want to say  
22 the Defendant's car might have been totaled.

23 JUDGE DUKES: I bet it was because it  
24 was a Mazda sedan according to the complaint. And  
25 you were in a Chevrolet S.U.V. or something? 11

1 THE WITNESS: Yes, sir.  
2 JUDGE DUKES: If you can't open the  
3 back doors, it got hit pretty hard. Let's go off  
4 the record one second.

(Recess 11:06 to 11:10.)

5 JUDGE DUKES: Back on the record. My  
6 understanding then of the lost wages would be 79  
7 weeks of lost wages which I believe totals \$31,760;  
8 is that correct?

9 MS. ZEIDAN: Yes, Your Honor. It's  
10 79 weeks and two days.

11 JUDGE DUKES: Okay. All right. And  
12 I've been handed, and I suppose we need to make this  
13 an exhibit, a case summary that has the medical  
14 providers. And I don't know if she specifically  
15 mentioned those, but maybe she could take a look at  
16 that and we can make that Plaintiff's 1 if you would  
17 Page 9

18 like.

19 MS. ZEIDAN: Are these the bills you  
20 recall receiving from Beaufort Memorial, the x-ray  
21 bill, the E.R. physician, and Carey Chiropractic?

22 THE WITNESS: Yes, ma'am.

23 JUDGE DUKES: Okay. Why don't we  
24 make that Plaintiff's 1.

25 MS. ZEIDAN: Okay. Plaintiff's 1. 12

(MARKED PLAINTIFF'S EXHIBIT NO. 1.)

1 JUDGE DUKES: Okay. Anything else  
2 from the Plaintiff?

3 MS. ZEIDAN: No, Your Honor.

4 JUDGE DUKES: Okay. Based on the  
5 testimony, the documents, and the circumstances, the  
6 admissions by default, I'm going to find the  
7 Plaintiff is entitled to recover in the amount of --  
8 what were the meds there -- \$3,515.17 for the  
9 medical amounts, plus \$31,760 for lost wages, plus  
10 an additional \$5,000 for pain and suffering, in the  
11 total amount of -- off the record a second.

12 (Discussion off the record.)

13 JUDGE DUKES: Okay. Back on the  
14 record. A total of \$40,275.17. I would ask that  
15 the Plaintiff please prepare an order to that  
16 effect. Anything else for the record?

17 MS. ZEIDAN: No, Your Honor.

18 JUDGE DUKES: All right. That will  
19 conclude the record.

20 (Whereupon, the hearing was concluded  
21 at 11:12 a.m.)  
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Certificate of Reporter

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I, Deborah S. Thomas, Certified Verbatim Reporter and Notary Public in and for the State of South Carolina, do hereby certify that I reported the hearing of Anderson vs. Holmes, on the 8th day of May, 2015; and that the foregoing 12 pages constitute a true and correct transcription of the said hearing.

I further certify that I am neither attorney nor counsel for, nor related to or employed by, any of the parties connected with this action, nor am I financially interested in said cause.

I further certify that the original of said transcript shall be hereafter delivered to FATIMA ALEXIS ZEIDAN, ESQUIRE, The Eichholz Law Firm, PC, 530 Stephenson Avenue, Suite 200, Savannah, Georgia.

In witness whereof I set my hand and seal this 15th of July, 2015.

My Commission expires 1/4/18

Deborah S. Thomas, CVRM and Notary Public for the State of South Carolina

**EXHIBIT B**

Beaufort Memorial Hospital  
885 Ribault Road  
Beaufort, South Carolina 29902

MedHost Provider Documentation

Patient Name: ANDERSON, SHARON DENISE  
Date of Birth: 08/18/1978  
Admit Date:  
Attending Doctor:

Account Number: H02232585  
Unit Number: D082812  
Discharge Date: 10/07/13

HPI:  
10/07

13:00 This 37 yr old Black Female presents to ER via Walk In with complaints of Motor Vehicle cgt  
Collision (MVC).  
13:00 The patient was a driver of a car. The patient was restrained with a shoulder harness, and air cgt  
bag was not deployed. The vehicle was impacted on rear end, and traveling an unknown speed.  
The vehicle did not rollover, the patient was not ejected from the vehicle, extrication of the  
patient from vehicle was not required, the patient was ambulatory at the scene, the force of  
Impact was moderate, Onset The symptoms/episode began/occurred at 07:00. Associated injuries:  
The patient sustained right iliac crest AND RIGHT ANKLE, TENDERNESS. Associated signs and  
symptoms: The patient has no apparent associated signs or symptoms, Loss of consciousness: the  
patient experienced no loss of consciousness. Severity of symptoms: At their worst the  
symptoms were mild, earlier today, in the emergency department the symptoms are unchanged. PT  
HAS NO RIGHT ANKLE SX.

Historical:

- Allergies: No Known Drug Allergies;
- Home Meds:  
1. None
- PMHx: NONE;
- PSHx: HYSTRECTOMY; Right foot surgery;
- The history from nurse notes was reviewed; and I agree with what is documented.
- Immunization history: Last tetanus immunization: up to date. Flu vaccine is up to date.
- Social history: The patient lives with family. The patient/guardian denies using tobacco,  
alcohol, street drugs. The patient works full time FRONT DESK CLERK. The patient lives with  
family. The patient/guardian denies using tobacco, alcohol, street drugs.
- Family history: Not pertinent.

ROS:

13:02 Constitutional: Negative for fever, chills, and weight loss. Eyes: Negative for injury, pain, eye  
redness, and discharge. ENT: Negative for injury, pain, and discharge. Cardiovascular:  
Negative for chest pain, palpitations, and edema. Respiratory: Negative for shortness of  
breath, cough, wheezing, and pleuritic chest pain. Abdomen/GI: Negative for abdominal pain,  
nausea, vomiting, diarrhea, and constipation. GU: Negative for injury, bleeding, discharge,  
and swelling. Neuro: Negative for headache, weakness, numbness, tingling, and seizure. Neck:  
Negative for mass, pain with movement, pain at rest, tenderness, bony tenderness. Back:  
Negative for decreased range of motion, pain at rest, pain with movement, radiated pain,  
vertebral tenderness. MS/extremity: Positive for tenderness, of the right ankle and right  
lower quadrant. Negative for abrasion, contusion, decreased range of motion, deformity,  
ecchymosis, erythema, laceration, paresthesia, swelling. Skin: Negative for acute changes.

Exam:

13:08 Constitutional: This is a well developed, well nourished patient who is awake, alert, and in cgt  
no acute distress.

CC:

Beaufort Memorial Hospital  
655 Ribaut Road  
Beaufort, South Carolina 29902

MedHost Provider Documentation

Patient Name: ANDERSON, SHARON DENISE  
Date of Birth: 08/18/1978  
Admit Date:  
Attending Doctor:

Account Number: HD2222585  
Unit Number: D082812  
Discharge Date: 10/07/13

Head/Face: Normocephalic, atraumatic.  
Eyes: Pupils equal round and reactive to light, extra-ocular motions intact, lids and lashes normal. Conjunctiva and sclera are non-icteric and not injected. Cornea within normal limits. Periorbital areas with no swelling, redness, or edema.  
ENT: Nares patent. No nasal discharge, no septal abnormalities noted. Tympanic membranes are normal and external auditory canals are clear. Oropharynx with no redness, swelling, or mucosae, exudates, or evidence of obstruction, uvula midline. Mucous membranes  
Cardiovascular: Regular rate and rhythm with a normal S1 and S2. No gallops, murmurs, or rubs. Normal PMI, no JVD. No pulse deficits.  
Respiratory: Lungs have equal breath sounds bilaterally, clear to auscultation and percussion. No rales, rhonchi or wheezes noted. No increased work of breathing, no retractions or nasal flaring.  
Abdomen/GI: Soft, non-tender, with normal bowel sounds. No distention or tympany. No guarding or rebound. No evidence of tenderness throughout.  
13:08 Neuro: Awake and alert, GCS 15, oriented to person, place, time, and situation. Cranial nerves II-XII grossly intact. Motor strength 5/5 in all extremities. Sensory grossly intact. Cerebellar exam normal. Normal gait.  
13:08 Neck: External neck is normal, no swelling, no tenderness. Cervical: Nexus Orienta ROM/movement is normal, without pain, no range of motion limitations.  
13:08 Back: pain, is absent, ROM is normal, painless.  
13:08 Musculoskeletal/Extremities: Extremities: grossly normal except: noted in the right iliac crest: tenderness. There is no evidence of abrasion, contusion, decreased ROM, deformity, ecchymosis, erythema, laceration, pain, swelling. noted in the right ankle: tenderness, no evidence of contusion, decreased ROM, deformity, ecchymosis, erythema, laceration, swelling.  
ROM: Intact in all extremities. Circulation is intact in all extremities. Sensation intact.  
Weight bearing: able to fully bear weight, without difficulty. Calves: are non-tender, have equal circumference.  
13:08 Skin: Exam negative for any evidence of obvious injury, laceration, swelling.  
13:08 Special observations: no evidence of discomfort.

Vital Signs:  
11:45 BP 125 / 78 RA 8/10 (auto/rag); Pulse 71; Resp 18 A; Temp 98.3(C); Pulse O2 100% on R/A; ht  
Weight 63.6 kg / 138.88 lbs; Height 5 ft. 5 in. (165.10 cm); Pain 6/10; ht  
11:48 Body Mass Index 23.30 (63.60 kg, 168.10 cm)

MDM:  
11:54 Patient medically screened.  
13:08 Differential diagnosis: MYOFASCIAL STRAIN, HIP CONTUSION, ANKLE SPRAIN. Data reviewed: vital signs, nurse notes, radiologic studies, plain films, and as a result, I will discharge patient. Test interpretation: by ED physician or midlevel provider; plain radiologic studies. Counseling: I had a detailed discussion with the patient and/or guardian regarding: to return to the emergency department if symptoms worsen or persist or if there are any questions or concerns that arise at home, the historical points, exam findings, and any diagnostic results supporting the discharge/admit diagnosis, radiology results. Medication response: The patient's symptoms have improved. Response to treatment: the patient's symptoms have markedly improved after treatment.

CC:

09/11/2013 TUE 14:11 FAX  
11/22/2013 FRI 11:52 FAX 867-331396

0914/023  
0004/005

Patient: ANDERSON, SHARON  
M/F/H  
Department: Medical Imaging, Inc

Date of Birth: 10/07/2019  
Accession: H02232598  
Life Code: B Date: 10/08/2019

DocID: 699500990  
Page: 1

<A.O.>  
Patient Name: ANDERSON, SHARON DENISE MMR: 082512 MRN: H02232598  
Ref: Status: DEP ER Ordering Phys: Corey G Tucker, PA  
Type Exam DBL Exam# Accession#  
XRAY Hip Right AP and Lateral 10/07/13 493801.001 493801.001  
\*\* WACKSON - Adult \*\* LOST ED Adm: 10/07/13 Dis: 10/07/13  
Ortho Date: 08/18/13 Age/Sex: 37 F  
Exam Date: 10/07/13 Report Status: REF Sign Date: 10/07/13 Time: 1434  
Ref: Ref: William A. Jackson, MD

Report Memorial Hospital  
Imaging Services  
950 Summit Road  
Booth, South Carolina 29902  
(843) 82-5130

Patient Name: ANDERSON, SHARON DENISE Account Number: H02232598  
Date of Birth: 10/07/2019 Unit Number: 002012  
Age: 37 years Date: 10/07/13  
Sex: F Ethnic: caucasian DEP ER  
Primary Insurance: MEDICAID MED HOMES NETWORK  
Physician: Corey G. Tucker PA

Type Exam

Imaging: Xray / Hip Right AP and Lateral

<A.O.>

EXAM: Xray / Hip Right AP and Lateral

RIGHT HIP

HISTORY: Pain.

AP radiograph of pelvis and AP and two lateral radiographs of the right hip demonstrate the bones to be intact without fracture, subluxation, or dislocation.

IMPRESSION: Unremarkable right hip.

<A.O.>

\*\* REPORT SIGNATURE ON FILE 10/07/13 \*\*

Reported By: William A. Jackson, MD

Dictated Date and Time: 10/07/13 1247

Signed By: William A. Jackson, MD

OR

<A.O.>

Printed by: acvms

Date / Time: 11/10/2013 1:00 PM

7351026/RT

7217026

719.95

09/11/2014 TUE 14:11 FAX  
11/22/2013 FRI 11:42 FAX BF 231396

0015/023  
0005/003

Patient: ANDERSON, SHARON  
MFR:  
BIR: Besant Medical Imaging, Inc

Date of Birth: 10/07/2013  
Account: H02232630  
Life Code Date: 10/07/2013

DocID: 000506060  
Page: 1

412  
Patient Name: ANDERSON, SHARON DENISE MRS: DOB: 10/07/1978 Acct#: H02232630  
Patient Status: DRP ER Ordering Phys: Darby-O Tucker PA  
Type Exam Date Exam# Accession#  
XRAY Ankle 3 Views Right 10/07/13 408890.001 493900.001  
WJACKSON AuDRR Loo: ED Adm: 10/07/13 CW: 10/07/13  
Birthdate: 00/10/19 Age/Sex: 37 F  
Exam Date: 10/07/13 Report Status: R58 Sign Date: 10/07/13 Time: 1430  
Physician: William A. Jackson, MD

Spencer Memorial Hospital  
Imaging Services  
952 Niburn Road  
Baltimore, South Carolina 29502  
(843) 822-5130

Patient Name: ANDERSON, SHARON DENISE Account Number: H02232630  
Date of Birth: 10/07/1978 Account Number: 0082013  
App # / Exam Date: 10/07/13  
Referring Physician: DRP ER  
Primary Insurance: MEDICAD MBD HOMES NETWORK  
Physician: Darby O. Tucker PA

Type / Exam  
XRAY / Xray / Ankle 3 Views Right  
4L Cx  
EXAM: Xray / Ankle 3 Views Right  
RIGHT ANKLE THREE VIEWS  
HISTORY: Pain.

AP, lateral, and oblique radiograph of the right ankle demonstrate two hollow threaded screws in the talus. Osteophytes at the tibiotalar and tibiocalcaneal joint are noted. The ankle itself is intact without acute changes.

IMPRESSION: Arthralgia changes in the talus. No acute findings in the ankle.

4L Cx  
\*\* REPORT SIGNATURE ON FILE 10/07/13 \*\*  
Reported By: William A. Jackson, MD  
Deleted Date and Time: 10/07/13 1248  
Signed By: William A. Jackson, MD  
OK  
4L Cx

731010261RT  
716.97  
719.47

Date / Time: 11/16/2013 1:37 PM

Printed by: xcm079

Beaufort Memorial Hospital  
856 Ribaut Road  
Beaufort, South Carolina 28502

MedHost Provider Documentation

Patient Name: ANDERSON, SHARON DENISE  
Date of Birth: 08/19/1976  
Admit Date:  
Attending Doctor:

Account Number: H02232635  
Unit Number: D082812  
Discharge Date: 10/07/13

10/07  
12:17 Order name: Ankle, Right  
10/07  
12:17 Order name: Hip, Right Ap&lateral XRAY

ogl  
ogl

Dispensed Medications:  
12:40 Drug: Ultram 50 mg; Route: PO;  
13:00 Follow up: Response: Medication effective for treatment

pa  
ps

- Disposition:  
10/07/13 13:00 Discharged to Home Self Care. Impression: Ankle Sprain, Hip Pain.
- Condition is Stable.
  - Discharge Instructions: ANKLE SPRAIN (no X-ray), HIP CONTUSION.
  - Prescriptions for Flexal 10 mg Oral Tablet - take 1 tablet by ORAL route Every 8 hours as needed As needed; 15 tablet, Motil 7.5 mg Oral Tablet - take 1 tablet by ORAL route once daily; 20 tablet.
  - Medication Reconciliation form.
  - Follow up: Emergency Department; When: ASAP; Reason: Change in condition. Follow up: Private Physician; When: As needed; Reason: Pain.
  - Problem is new.
  - Symptoms have improved.

Signatures:	
Dispenser MedHost	BCMB
Bloody, Maurice, RN	RN mb4
Boethle, Jesse, RN	RN jgg
Sprietama, Paige, RN	RN ps
Tucker, Carey, PA-C	PA-C cat

Supervising Physician: Stephen Larson, MD

Transcriptionist: MedHost BDIS

Supervising Physician E-Sign Date and Time: 10/08/13 1328  
Supervising Physician E-Sign: Stephen Larson, MD

CO:

Beaufort Memorial Hospital  
856 Ribaut Road  
Beaufort, SC 29902  
(843)822-8104

Med/Nurse Documentation

Patient Name: ANDERSON, SHARON DENISE  
Date of Birth: 06/19/1976  
Admit Date:  
Attending Doctor:

Account Number: H02292635  
Unit Number: 0082812  
Discharge Date: 10/07/13

Presentation:

10/07

11:37 Presenting complaint: Patient states: I WAS IN A CAR ACCIDENT AT 0700, MY RIGHT LOWER SIDE  
mb4

HURTS AND I WANT TO GET CHECKED OUT. Mechanism of Injury: MVC Patient was driver, restrained with top & shoulder harness. Vehicle was impacted on rear end. Force of impact was severe. Secondary impact was in vehicle was traveling approximately 44 mph. Not ejection from vehicle. Air bags were not deployed. Did not impact windshield. Vehicle did not roll over.  
mb4

11:37 Method Of Arrival: Walk In

Triage Assessment:

11:58 General: Appears in no apparent distress, well nourished, well groomed, Behavior is cooperative, pleasant. Pain: Complaints of pain in abdomen. Jpg

Historical:

- Allergies: No Known Drug Allergies;
- Home Meds:
- 1. None
- PMH: NONE;
- PSH: HYSTERECTOMY; Right foot surgery;
- The history from nurses notes was reviewed; and I agree with what is documented.
- Immunization history: Last tetanus immunization: up to date. Flu vaccine is up to date.
- Social history: The patient lives with family. The patient/guardian denies using tobacco, alcohol, street drugs. The patient works full time FRONT DESK CLERK. The patient lives with family. The patient/guardian denies using tobacco, alcohol, street drugs.
- Family history: Not pertinent.

Screening:

11:58 Abuse screen: Denies threats or abuse. Denies injuries from another. Fall Risk None identified. Nutritional screening: No deficits noted. Jpg

Assessment:

11:58 General: Appears in no apparent distress, well developed, well nourished, well groomed, Behavior is cooperative, Patient is calm. Pain: Complaints of pain in right lower quadrant Pain currently is 8 out of 10 on a pain scale. Pain began 30 min ago after MVC. States this is where the seat belt she was wearing snatched her lower right abdomen is continuous. Respiratory: Airway is patent Respiratory effort is even, relaxed, Respiratory pattern is regular, symmetrical. Cardiovascular: No deficits noted. EENT: No deficits noted. GI: Reports Pain is 8 out of 10 on a pain scale. Denies nausea, vomiting. Abdomen is non-distended. GU: No deficits noted. Neuro: Level of Consciousness is awake, alert, obeys commands. Oriented to person, place, time. Speech is normal. Facial symmetry appears normal. Derm: Skin temperature is warm. Musculoskeletal: Range of motion intact in all extremities.

Beaulac Memorial Hospital  
MedHost Nurse Documentation

Patient name: ANDERSON, SHARON DENISE  
Date of Birth: 06/10/1976  
Admit Date:  
Attending Doctor:

Account Number: H02282535  
Unit Number: D082842  
Discharge Date: 10/07/13

Vital Signs:  
11:45 BP 126 / 76 RA Siting (auto/rap); Pulse 71; Resp 18 A; Temp 98.3(C); Pulse Ox 100% on R/A; ht  
Weight 63.6 kg / 139.99 lbs; Height 5 ft. 6 in. (168, 10 cm); Pain 6/10;  
11:45 Body Mass Index 23.30 (33.50 kg, 166.10 cm)

Vitals:  
11:55 Acuity: Level 4

ED Course:  
11:31 Patient arrived in ED. EDMS  
11:40 Arm band placed on right wrist. Patient placed in exam room in chair in view of nurse. mb4  
11:48 Call light in reach. ht  
11:58 Triage completed. jps  
12:40 Ankle, Right Sent. ps  
12:40 Hip, Right Ap/Lateral XRAY Sent. pa

Administered Medications:  
12:40 Drug: Ultram 50 mg; Route: PO; pa  
13:00 Follow up: Response: Medication effective for treatment. ja

Outcome:  
13:08 Discharge ordered by MD. cgt  
13:27 Discharged to home ambulatory. jps  
13:27 Condition: stable  
13:27 Discharge instructions given to patient, instructed on discharge instructions, follow up and  
referral plans, medication usage, Demonstrated understanding of instructions, medications,  
Prescriptions given X 2.  
13:28 Patient left the ED.

Signatures:  
Diapalohar MedHost EDMS  
Taylor, Heather, ERT ht  
Brady, Maureen, RN RN mb4  
Goelke, Jessie, RN RN jps  
Sprietera, Paige, RN RN ps  
Tucker, Carey, PA-C PA-C cgt

Transcribed Electronically by: MedHost EDIS

03/11/2014 TUE 14:09 FAX

1010/023

Beaufort Memorial Hospital  
Imaging Services  
865 Ribault Road  
Beaufort, South Carolina 28502  
(843) 522-6130

Patient Name: ANDERSON, SHARON DENISE  
Date of Birth: 08/18/1978  
Age: 37  
Sex: F  
Primary Insurance: MEDICAID MED HOMES NETWORK  
Physician: Carey G. Tucker PA

Account Number: H02237636  
Unit Number: D082612  
Exam Date: 10/07/13  
Status/Location: DEP ER

Type / Exam

Imaging: X-ray / Ankle 3 Views Right

RIGHT ANKLE THREE VIEWS

HISTORY: Pain.

AP, lateral, and oblique radiograph of the right ankle demonstrate two hollow threaded screws in the talus. Calciphytes at the talonavicular and naviculocuneiform joint are noted. The ankle itself is intact without acute changes.

IMPRESSION: Arthritis changes in the midfoot. No acute findings in the ankle.

\*\* REPORT SIGNATURE ON FILE 10/07/13 \*\*  
Reported By: William A. Jackson, MD  
Dated Date and Time: 10/07/13 1248  
Signed By: William A. Jackson, MD

CO:

Transcribed Date / Time: 10/07/13 1251  
Transcriptionist: Meridian Health Speechmotion  
Printed Date / Time: 10/07/13 1611

03/11/2014 TUE 14:09 FAX

0011/023

Beaufort Memorial Hospital  
Imaging Services  
888 Ribault Road  
Beaufort, South Carolina 29902  
(843) 522-8180

Patient Name: ANDERSON, SHARON DENISE  
Date of Birth: 08/18/1978  
Age: 37  
Sex: F  
Primary Insurance: MEDICAID MED HOMES NETWORK  
Physician: Carey G. Tucker PA

Account Number: H0222626  
Unit Number: DD82812  
Exam Date: 10/07/13  
Status/Location: DEP BR

Type / Exam

Imaging-Xray / Hip Right AP and Lateral

RIGHT HIP

HISTORY: Pain.

AP radiograph of pelvis and AP and frog lateral radiograph of the right hip demonstrate the bones to be intact without fracture, subluxation, or dislocation.

IMPRESSION: Unremarkable right hip.

\*\*\*REPORT SIGNATURE ON FILE 10/07/13\*\*  
Reported By: William A. Jackson, MD  
Dictated Date and Time: 10/07/13 1247  
Signed By: William A. Jackson, MD

CC:

Transcribed Date / Time: 10/07/13 1249  
Transcriptionist: Meridian Health Speechmation  
Printed Date / Time: 10/07/13 1011

Date: **OCT 26 2013**  
 Name: **Sharon Anderson**

Ceray Chiropractic  
 30 Robert Smalls Parkway  
 Beaufort, SC 29906  
 (849) 828-2168 Office  
 (849) 821-8082 Fax

Height: **55** Weight: **145** Pulse: \_\_\_\_\_

- Subjective  
 Subjective Symptoms
- Neck Pain
  - Shoulder/Joint
  - Thoracic Pain
  - Lumbar Pain
  - Sacroiliac Pain
  - Hip Joint Pain
  - Knee Pain
  - Ankle Pain
  - Leg Pain
  - Arm Pain
  - Chest Pain
  - Trap/Lav/Rhom
  - Other

**Pain pain T+T / mild - mod spasms**  
**LS - LS moving to rt. with pain spread**  
**around side to front of rt hip, subocc, ct, j**  
**com - l/r / pain. flex, ext. lt lat, rt rot.**  
**- c - strain sub occ / flex, ct, jh ext.**  
**clv neg.**

89201 INT  
 89208 Polypro  
 89219 Release EMS  
 Ice Pack HP/CP  
 US Massage 1 2 3 4 5 6 8

- Objective
- Visual Status
  - Ambulatory with aid of cane, crutch, walker, assistance, etc
  - Antalgic Posture
  - Difficult and painful rising from sitting
  - Ambulates with gait
  - Lacerations
  - Bruises

- Palpation Status
- Very painful and attempts to move away from pressure
  - Painful/Tolerates pressure
  - Sore/Tender
  - No discomfort upon pressure
- Muscle Status
- Spasm
  - Excrum
  - Moderate
  - Mild, some tenderness
  - Good muscle tone

- Pain Levels
- Minimal pain, not noticed significantly
  - Mild pain, constantly annoying
  - Moderate pain, modification of activity required
  - Severe pain, patient cannot perform normal activity
- Asymptomatic
  - Activity aggravates condition
  - Rest alleviates
  - Stiff in morning

Range of motion status:  Restricted  Some Improvement  Seg Dysfunction  Normal Range

Assessment Condition:  Resolving  Resolved

Assessment Condition:	ES	TA	LS	SI
Plan				
Hot Pack				
Cold Pack				
Ultrasound				
Electrical Muscle Stim				
IST				
Massage				
Manipulation				

Adjustment/Manipulation  
 C.C. 2 3 4 5 6  
 T.S. 2 3 4 5 6 7 8 9 10 11 12  
 L.S. 2 3 4 5 6  
 S.I. 2 3 4  
 Drop Table

Diagnosis  
**Myalgia**  
**L5/S1 seg dysfunction**



Date: **NOV 01 2013**

Ceray Chiropractic  
 90 Robert Smalls Parkway  
 Georgetown, SC 29908  
 (803) 526-2100 Office  
 (803) 522-3002 Fax

Sharon Anderson

Subjective Height \_\_\_\_\_ Weight \_\_\_\_\_ Pulse \_\_\_\_\_

Subjective Symptoms

Headache	L	R
Neck Pain	L	R
Shoulder/Joint	L	R
Thoracic Pain	L	R
Lumbar Pain	L	R
Neck/Head Pain	L	R
Hip Joint Pain	L	R
Knee Pain	L	R
Ankle Pain	L	R
Leg Pain	L	R
Arm Pain	L	R
Chest Pain	L	R
Trapezius/Rhom	L	R
Other		

99201 99212 99213  
 99209 99217  
 99218 Release HX/P  
 Ice Pack US  
 IST Polytrads  
 EMS  
 Massage 1 2 3 4 5 6

<u>Visual Status</u> Ambulatory with aid of cany, crutch, walker assistance, etc	<u>Palpation Status</u> Very painful and attempts to move away from pressure	<u>Pain Level</u> Minimal pain, not noticed significantly
<u>Antalgic Posture</u>	<u>Painful/Tolerates pressure</u>	<input checked="" type="checkbox"/> Mild pain, constantly annoying
<u>Difficult and painful rising from sitting</u>	<input checked="" type="checkbox"/> Soft/Tender	<input checked="" type="checkbox"/> Moderate pain, modification of activity required
<u>Ambulates with gait</u>	<u>No discomfort upon pressure</u>	<u>Severe pain, patient cannot perform normal activity</u>
<u>Lesions</u>	<u>Muscle Status</u> Spasm	<u>Asymptomatic</u>
<u>Bulges</u>	<u>Extreme</u>	<u>Activity aggravates condition</u>
	<u>Moderate</u>	<u>Rest alleviates</u>
	<input checked="" type="checkbox"/> Mild, some tenderness	<u>Soft in morning</u>
	<u>Good muscle tone</u>	

Range of motion status  
 Restricted  Some Improvement  Seg Dysfunction  Normal Range   
 Resolving  Resolved

Assessment Condition:	Same	Improving	Regression	Resolving	Resolved
Plan	CS	TS	LS	SI	Diagnosis
Hot Pack					[Blank]
Cold Pack					
Ultrasound					
Electro/ Muscle Stim					
IST					
Massage					
Manipulation					

Adjustments/Manipulation  
 O.C.C. \_\_\_\_\_  
 C.S. 1 2 3 4 5 6 7 8 9 10 11 12  
 T.S. 1 2 3 4 5 6 7 8 9 10 11 12  
 L.S. 1 2 3 4 5 6 7 8 9 10 11 12  
 B.L. \_\_\_\_\_  
 Drop Table \_\_\_\_\_

Date: **NOV 04 2013**

Ceray Chiropractic  
 50 Robert Smalls Parkway  
 Norfolk, NC 28506  
 (849) 822-1800 Office  
 (849) 821-8993 Fax

Name: **Sharon Anderson**

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Pulse: \_\_\_\_\_

**Subjective**

**Subjective Symptoms**

- Headache
- Neck Pain
- Shoulder/Joist
- Thoracic Pain
- Lumbar Pain
- Sacroiliac Pain
- Hip Joint Pain
- Knee Pain
- Ankle Pain
- Leg Pain
- Arm Pain
- Chest Pain
- Traps/Lev/Rhom
- Other

*Less pain around side to hip*

L	R	
L	R	
L	R	
L	R	
L	R	
L	R	
L	R	
L	R	
L	R	
L	R	

99202 **8904** IST  
 99203 **89212** Polyhead  
 99219 Release **H2/O** **EMAS**  
 Ice Pack **US** Massage 1 2 3 4 5 6

**Objective**

- Vital Status**
- Ambulatory with aid of coin, crutch, walker, assistance, etc
- Antalgic Posture
- Difficult and painful rising from sitting
- Ambulates with gait
- Lacerations
- Bruises

- Pain Level**
- Very painful and attempts to move away from pressure
- Painful/Tolerates pressure
- Sore/Tender
- No discomfort upon pressure
- Muscle Status**
- Spasm
- Extreme
- Moderate
- Mild, some tightness
- Good muscle tone

- Minimal pain, not noticed significantly
- Mild pain, constantly annoying
- Moderate pain, modification of activity required
- Severe pain, patient cannot perform normal activity
- Asymptomatic
- Activity aggravates condition
- Rest alleviates
- Stiff in morning

Range of motion status: Restricted   Some improvement   No improvement   Regression   Normal Range

Assessment Conditions: Same  Improving  Regression  Resolving  Resolved

Assessment Conditions	CS	TS	LS	SI	Adjustment/Manipulation
Plan					O.C.C.
Hot Pack					Ch. 1 2 3 4 5 6 7 8 9 10 11 12
Cold Pack					T.S. 1 2 3 4 5 6 7 8 9 10 11 12
Ultrasound					L.S. 1 2 3 4 5 6 7 8 9 10 11 12
Electrical Muscle Stim					S.I. 1 2 3 4 5 6 7 8 9 10 11 12
IST					Diap. table
Massage					
Manipulation					

Date: **NOV 18 2013**

Caray Chiropractic  
30 Robert Smalls Parkway  
Beaufort, SC 29908  
Tel: 843-6168 Office  
843-6162 Fax

Name: **Sharon Anderson**

Subjective  
Subjective Symptoms

<input checked="" type="checkbox"/> Headache	L	R	
<input checked="" type="checkbox"/> Neck Pain	L	R	
<input type="checkbox"/> Shoulder/Joint	L	R	
<input type="checkbox"/> Thoracic Pain	L	R	
<input type="checkbox"/> Lumbar Pain	L	R	
<input type="checkbox"/> Sacroiliac Pain	L	R	
<input type="checkbox"/> Hip Joint Pain	L	R	
<input type="checkbox"/> Knee Pain	L	R	
<input type="checkbox"/> Ankle Pain	L	R	
<input type="checkbox"/> Leg Pain	L	R	
<input type="checkbox"/> Arm Pain	L	R	
<input type="checkbox"/> Chest Pain	L	R	
<input type="checkbox"/> Trapz/Lav/Rhom	L	R	
<input type="checkbox"/> Other			

DR201 **8824 157**  
 DR208 **8921 Polyps**  
 DR215 Release **HP/CP EMS**  
 Ice Pack **118** Massage **1 2 3 4 5 6**

Objective

<input type="checkbox"/> Visual Status	<input type="checkbox"/> Pain Level
<input type="checkbox"/> Ambulatory with aid of can, crutch, walker assistance, etc	<input checked="" type="checkbox"/> Minimal pain, not noticed significantly
<input type="checkbox"/> Antalgic Posture	<input type="checkbox"/> Mild pain, constantly annoying
<input type="checkbox"/> Difficult and painful rising from sitting	<input type="checkbox"/> Moderate pain, modification of activity required
<input type="checkbox"/> Ambulates with gait	<input type="checkbox"/> Severe pain, patient cannot perform normal activity
<input type="checkbox"/> Lacerations	<input type="checkbox"/> Asymptomatic
<input type="checkbox"/> Bruises	<input type="checkbox"/> Activity aggravates condition
<input type="checkbox"/> <i>Mainly Rt</i>	<input type="checkbox"/> Rest alleviates
<input type="checkbox"/> <i>L</i>	<input type="checkbox"/> Stiff in morning

Range of motion status

Restricted  Some Improvement  Seg Dysfunction  Normal Range

Aggravation  Resolving  Resolved

Assessment Condition:

	Semia	Improving	Aggravation	Resolving	Resolved
Plan					
Hot Pack					
Cold Pack					
Ultrasound					
Electrical Muscle Stim					
1ST					
Massage					
Manipulation					

Adjustment/Manipulation

O.C.C. **CS 1 2 3 4 5 6 7**  
**TS 1 2 3 4 5 6 7 8 9 10 11 12**  
**LS 1 2 3 4 5**

Drop Table

Date: **NOV 20 2013**

Carey Chiropractic  
 20 Robert Smalls Parkway  
 Beaufort, SC 29908  
 (843) 248-1209 Office  
 (843) 821-3082 Fax

Name: **Sharon Anderson**

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Pulse: \_\_\_\_\_

Subjective Symptoms

**Doing ok, occasional LS twinge**

**Release history**

Headache	L	R	
Neck Pain	L	R	
Shoulder/Joint	L	R	
Thoracic Pain	L	R	
Lumbar Pain	L	R	
Sacroiliac Pain	L	R	
Hip Joint Pain	L	R	
Knee Pain	L	R	
Ankle Pain	L	R	
Leg Pain	L	R	
Arm Pain	L	R	
Chest Pain	L	R	
Trapez/Lav/Rhom	L	R	
Other			

89201 1ST  
 89208 Polypod  
 89218 Release NP/CP  
 US GMS  
 Massage 1 2 3 4 5 6

<b>Visual Status</b>	<b>Pain Status</b>	<b>Pain Levels</b>
Ambulatory with aid of cane, crutch, walker, etc	Very painful and attempts to move away from pressure	Minimal pain, not noticed significantly
Antalgic Posture	Painful/Tolerates pressure	Mild pain, constantly annoying
Difficult and painful rising from sitting	Sore/Tender	Moderate pain, modification of activity required
Ambulates with gait	No discomfort upon pressure	Severe pain, patient cannot perform normal activity
Lacerations	<b>Muscle Status</b>	Asymptomatic
Bruises	Spasm	Activity aggravates condition
	Extreme	Rest alleviates
	Moderate	Stiff in morning
	Mild, some spasms <b>Ret</b>	
	Good muscle tone	

Range of motion status: Restricted Some Improvement Sag Dysfunction Normal Range

Improving Regression Resolving Resolved

Assessment Conditions	CS	YS	LS	SI
Plan				
Hot Pack				
Cold Pack				
Ultrasound				
Electrical Muscle Stim				
1ST				
Massage				
Manipulation				

Adjustment/Manipulation

O.C.C. \_\_\_\_\_

CS 1 2 3 4 5 6 7 8 9 10 11 12

YS 1 2 3 4 5 6 7 8 9 10 11 12

LS 1 2 3 4 5 6 7 8 9 10 11 12

SI 1 2 3 4 5 6 7 8 9 10 11 12

**Ret**

EXHIBIT C

10/19/2013 at 05:41 PM  
113531

EVERETT SMITH & ASSOC  
APPRAISAL SERVICE ANYWHERE IN S.C.  
"ONE CALL DOES IT ALL" dispatch@everettsmith.com  
ALSO SERVING EASTERN GA. BORDER &  
SOUTHERN NC BORDER AREAS  
\*\* SINCE 1984 \*\*

(803)731-0317 Fax: (803)798-6221  
Written By: JODY RICKARD 803 7679644 10/19/2013 05:40 PM

For: AICI INSURANCE GROUP - OMNI-ATLANTA  
Adjuster: DALE PORTER

ESTIMATE OF RECORD

Insured: SHERAN ANDERSON  
Owner: SHERAN ANDERSON  
Address: 80 MARTIN LANE  
LOT 11  
SEABROOKE, SC 29947  
Day: (843)644-0123

Claim #2013-95541dep  
Policy #  
Date of Loss: 10/07/2013 at 05:00 PM

Type of Loss: Collision  
Point of Impact: 6. Rear

Inspect 80 MARTIN LANE  
Location: LOT 11  
SEABROOKE, SC 29947

Day: (843)644-0123  
HOME

Repair MUST PROVIDE ALL PAGES TO OWNERS  
Facility: SHOP OF CHOICE

1 Days to Repair  
License #

1997 CHEV C1500 4X2 SUBURBAN LT 8-5.7L-FI 4D UTV GREEN Int: Odometer: 287895  
VIN: 1GNEC16R3VJ407103 Lic: ILU336 SC Exod Date:  
Intermittent Wipers Tilt Wheel Cruise Control  
Rear Defogger Keyless Entry Dual Air Condition  
Dual Mirrors Body Side Moldings Privacy Glass  
Luggage/Roof Rack Clear Coat Paint Power Steering  
Power Brakes Power Windows Power Locks  
Power Mirrors Power Driver Seat AM Radio  
FM Radio Stereo Search/Seek  
Cassette Driver Side Air Bag Passenger Air Bag  
Anti-Lock Brakes (4) 4 Wheel Disc Brakes Reclining/Lounge Seats  
Leather Seats Rear Step Bumper Automatic Transmission  
Overdrive Aluminum/Alloy Wheels

NO.	OP.	DESCRIPTION	QTY	EXT. PRICE	LABOR	PAINT
1		REAR BUMPER				
N 2*	Repl	LKQ bumper assy +25%	1	250.00		0.5
3		Clean & inspect				0.3
4#	Rpx	Align Lt Rear Cargo Door				0.5
Subtotals ==>				250.00	1.3	0.0

Line 2 : MCALLISTER'S AUTO 800-922-7223 - TRENT

10/19/2013 at 05:41 PM  
113531

File ID: 105374

ESTIMATE OF RECORD  
1997 CHEV C1500 4X2 SUBURBAN LT 8-5.7L-FI 4D UTV GREEN Int:

Estimate Notes:

NO SUPPLEMENTAL PAYMENT WITHOUT PRIOR APPROVAL & INSPECTION, IF NEEDED. \*\*\*\*  
VEHICLE APPEARS TO BE SAFELY DRIVABLE. DATE RECEIVED: 10-16 CONTACTED:  
10-16 INSPECTED: 10-18 COMPLETED: 10-19-13 APPRAISAL DELIVERY\*\* NOT  
SHARED, SUBJECT TO CLAIM REP REVIEW & DISTRIBUTION VEHICLE OWNER MUST  
AUTHORIZE REPAIRS & GUARANTEE OF PAYMENT AT COMPLETION OF REPAIRS. \*\*\*  
SUBJECT TO CONFIRMATION OF COVERAGE & INSURANCE OFFICE APPROVAL--THIS IS NOT A  
GUARANTEE OF PAYMENT OR AUTHORIZATION TO REPAIR. \*\*\*

Parts		250.00
Body Labor	1.3 hrs @ \$ 42.00/hr	54.60
-----		
SUBTOTAL		\$ 304.60
Sales Tax	\$ 250.00 @ 7.0000%	17.50
-----		
TOTAL COST OF REPAIRS		\$ 322.10
ADJUSTMENTS:		0.00
Deductible		
-----		
TOTAL ADJUSTMENTS		\$ 0.00
NET COST OF REPAIRS		\$ 322.10

THIS DAMAGE APPRAISAL IS NOT AN ACCEPTANCE OF LIABILITY, NOT A CONFIRMATION OF  
COVERAGE, NOT A GUARANTEE OF ANY PAYMENT & NOT AN AUTHORIZATION TO REPAIR.

\*\* VEHICLE OWNER MUST AUTHORIZE REPAIRS & GUARANTEE PAYMENT IN FULL AT  
COMPLETION OF REPAIRS.

PLEASE REFER DIRECTLY TO LISTED INSURANCE COMPANY CLAIM REP WITH ANY QUESTIONS  
REGARDING INSURANCE COVERAGE OR PAYMENTS.

VEHICLE OWNER MUST PROVIDE ALL PAGES OF THIS APPRAISAL REPORT TO SHOP OF  
OWNER'S CHOICE, PRIOR TO OWNER'S AUTHORIZATION TO REPAIR.

-----  
ALL SUPPLEMENTS MUST BE REPORTED TO APPRAISER PROMPTLY & PRIOR TO REPAIR  
COMPLETION, FOR APPROVAL & MUST BE SUPPORTED WITH PROPER DOCUMENTATION..  
FAILURE TO COMPLY MAY RESULT IN DENIAL OF INSURANCE COVERAGE..

10/19/2013 at 05:41 PM  
113531

File ID: 105374

ESTIMATE OF RECORD

1997 CHEV C1500 4X2 SUBURBAN LT 8-5.7L-FI 4D UTV GREEN Int:

THIS DAMAGE APPRAISAL IS NOT AN ACCEPTANCE OF LIABILITY, NOT A CONFIRMATION OF COVERAGE, NOT A GUARANTEE OF ANY PAYMENT & NOT AN AUTHORIZATION TO REPAIR.

\*\* VEHICLE OWNER MUST AUTHORIZE REPAIRS & GUARANTEE PAYMENT IN FULL AT COMPLETION OF REPAIRS.

PLEASE REFER DIRECTLY TO LISTED INSURANCE COMPANY CLAIM REP WITH ANY QUESTIONS REGARDING INSURANCE COVERAGE AN/OR PAYMENTS.

VEHICLE OWNER MUST PROVIDE ALL PAGES OF THIS APPRAISAL REPORT TO SHOP OF OWNERS CHOICE PRIOR TO OWNERS AUTHORIZATION TO REPAIR.

-----  
ALL SUPPLEMENTS MUST BE REPORTED TO APPRAISER PROMPTLY & PRIOR TO REPAIR COMPLETION, FOR PRIOR APPROVAL.  
FAILURE TO COMPLY MAY RESULT IN DENIAL OF INSURANCE COVERAGE & PROPER DOCUMENTATION MUST BE PROVIDED TO SUPPORT ALL CLAIMS.

10/19/2013 at 05:41 PM  
113531

ESTIMATE OF RECORD  
1997 CHEV C1500 4X2 SUBURBAN LT 8-5.7L-FI 4D UTV GREEN Int:

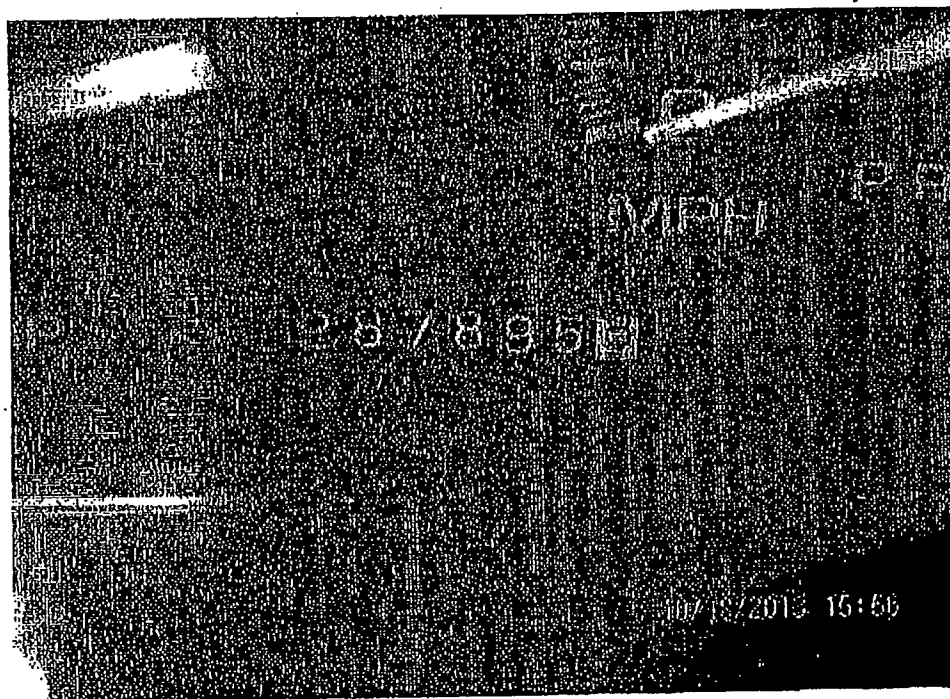
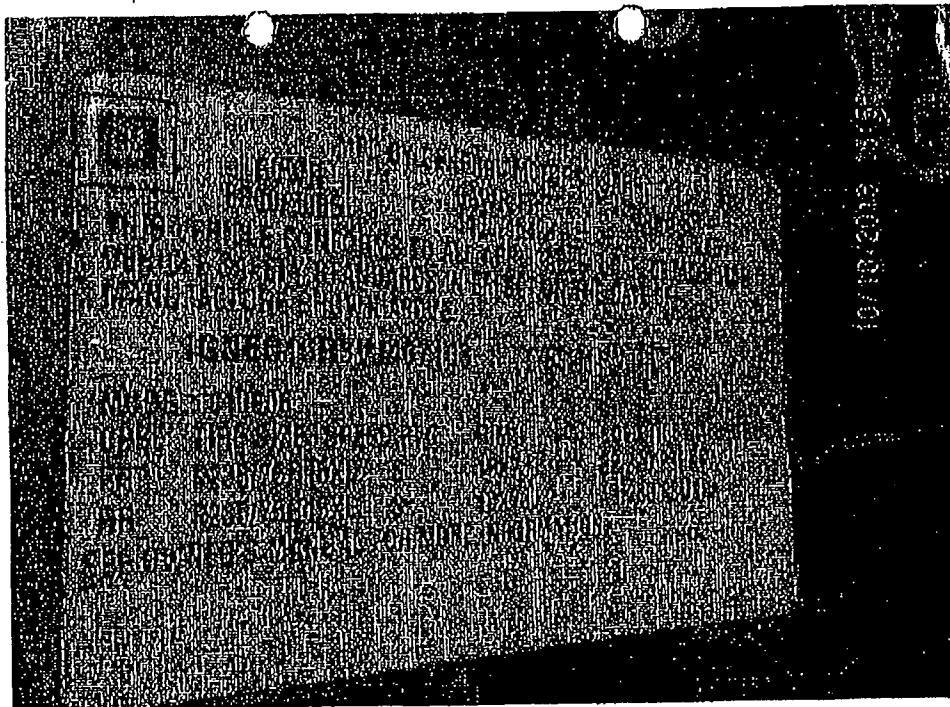
Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DB1QA97, CCC Data Date 09/03/2013, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (-) items indicate MOTOR Not-Included labor operations.

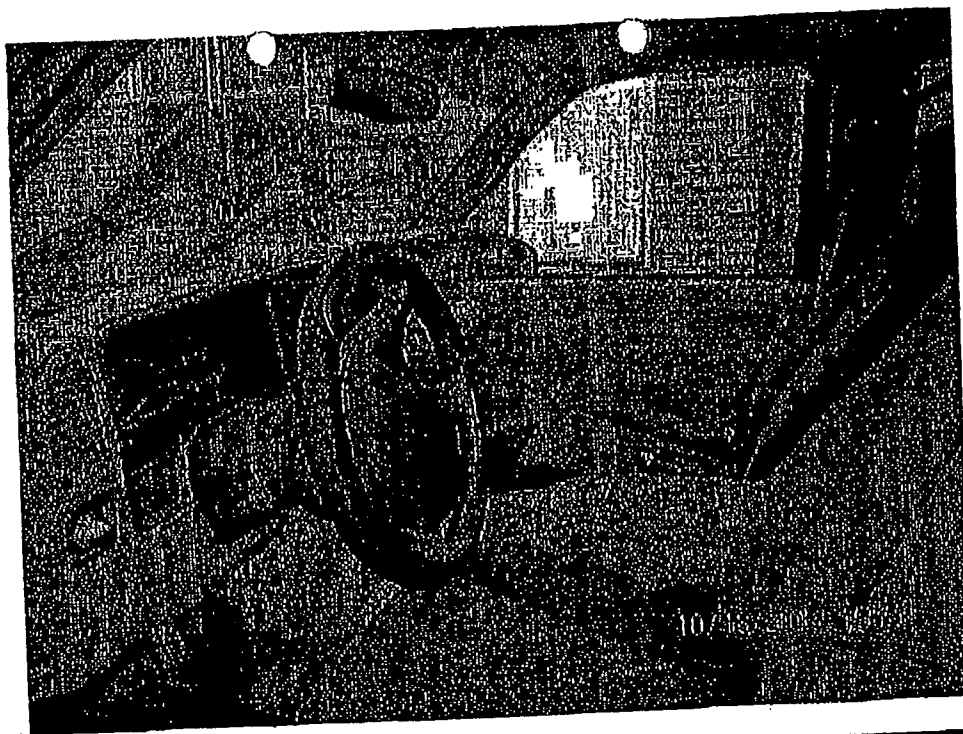
The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Repl Parts, RCY, or USBD. Reconditioned parts are described as Recond. Recored parts are described as RECOR. NACS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NACS information are MOTOR suggested labor operation times. NACS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2014 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Part numbers and prices should be confirmed with the local dealership. The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced.

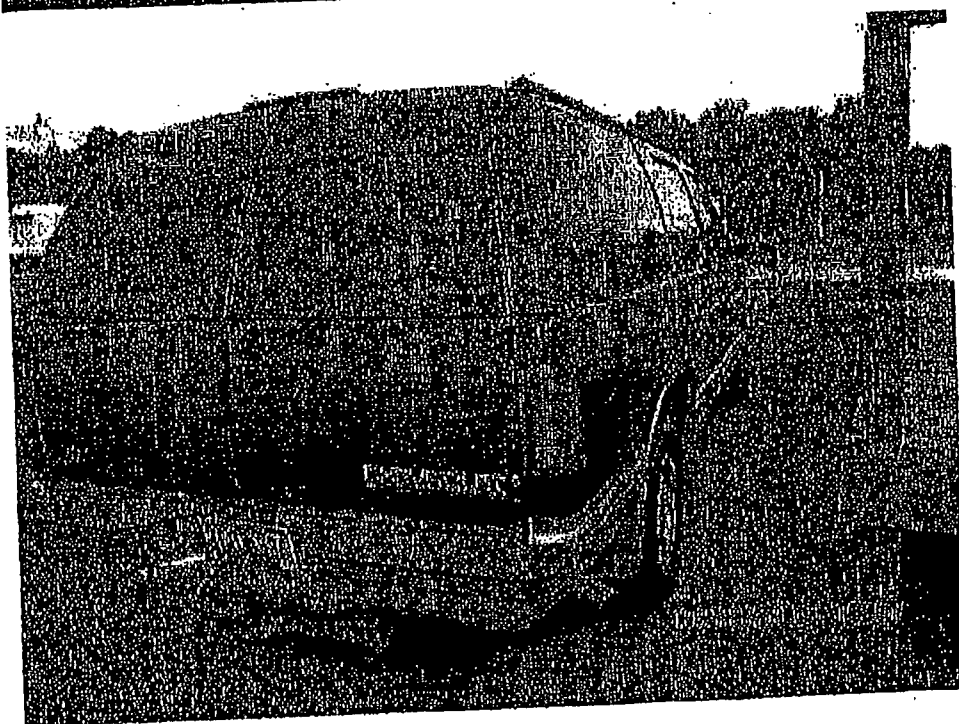
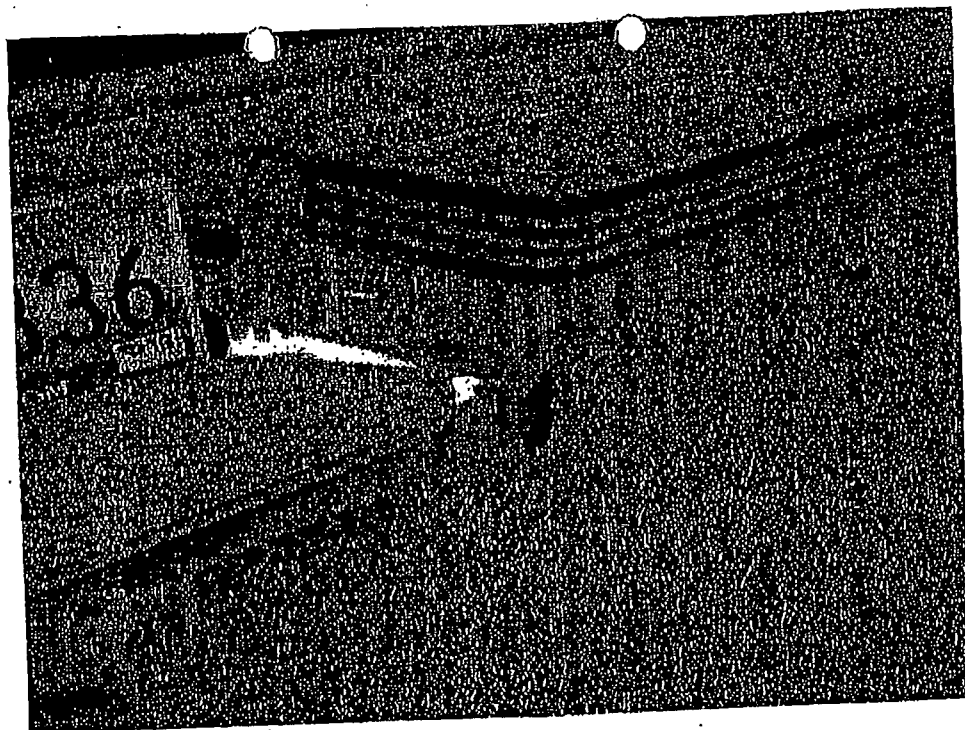
SYMBOLS FOLLOWING PART PRICE: m-MOTOR Mechanical component. s-MOTOR Structural component. T-Miscellaneous Taxed charge category. X-Miscellaneous Non-Taxed charge category. SYMBOLS FOLLOWING LABOR: D-Diagnostic labor category. E-Electrical labor category. F-Frame labor category. G-Glass labor category. M-Mechanical labor category. S-Structural labor category. (numbers) 1 through 4-User Defined Labor Categories. OTHER SYMBOLS AND ABBREVIATIONS: Adj.-Adjacent. Algn.-Align. ALU-Aluminum. A/M-Aftermarket part. Blend-Blend. BOR-Boron steel. CAPA-Certified Automotive Parts Association. Comp Repl-Competitive Replacement (part). D&R-Disconnect and Reconnect. HSS-High Strength Steel. HYD-Hydroformed Steel. Incl.-Included. LKQ-Like Kind and Quality. LT-Left. MAG-Magnesium. Non-Adj.-Non Adjacent. NSF-NSF International Certified Part. O/H-Overhaul. Qty-Quantity. Qual Repl-Quality Recycled (part). Qual Repl-Quality Replacement(part). Refin-Refinish. Repl-Replace. R&I-Remove and Install. R&R-Remove and Replace. Rpr-Repair. RT-Right. SAS-Sandwiched Steel. Sect-Section. Subl-Sublet. UHS-Ultra High Strength Steel. N-Note(s) associated with the estimate line.

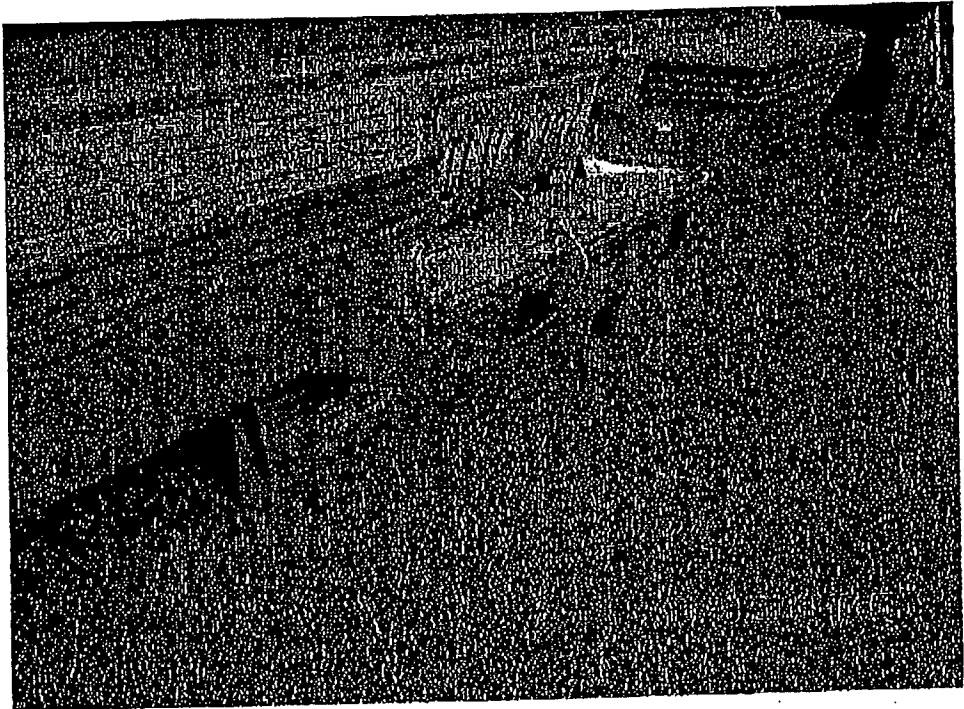
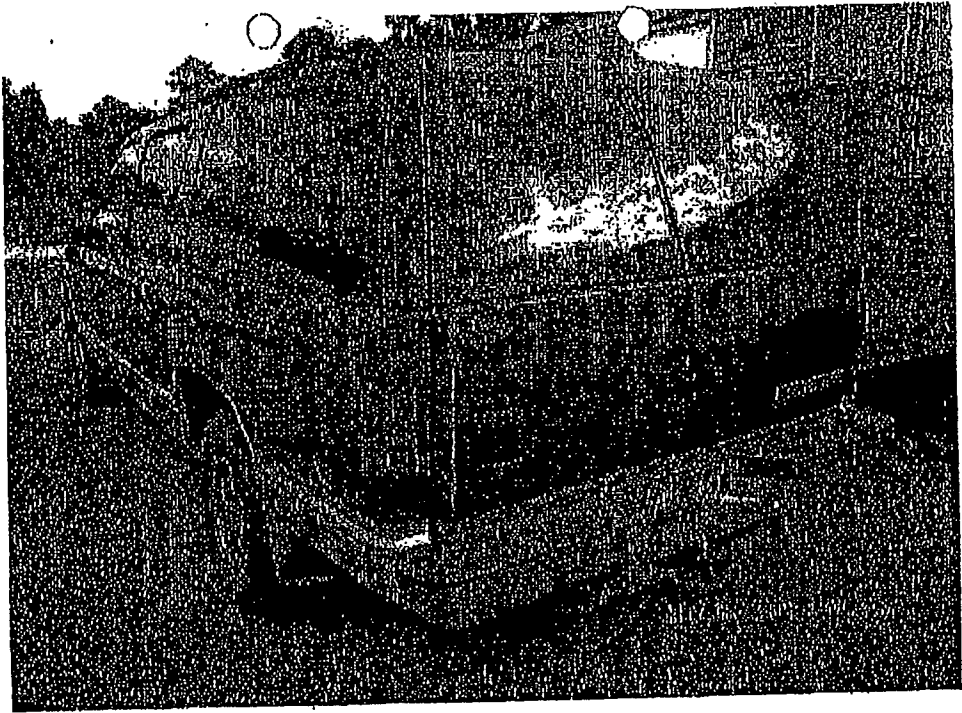
CCC Pathways - A product of CCC Information Services Inc. The following is a list of abbreviations that may be used in CCC Pathways that are not part of the MOTOR CRASH ESTIMATING GUIDE: BAR-Bureau of Automotive Repair. EPA-Environmental Protection Agency. NHTSA-National Highway Transportation and Safety Administration. PDR-Paintless Dent Repair. VIN-Vehicle Identification Number.

# EXHIBIT D









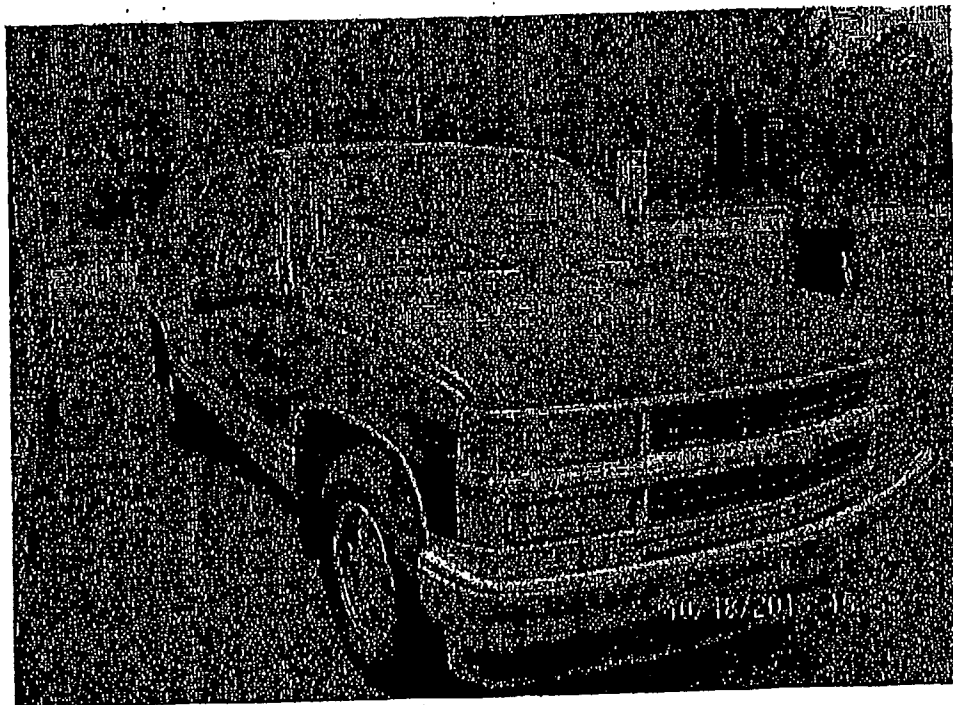
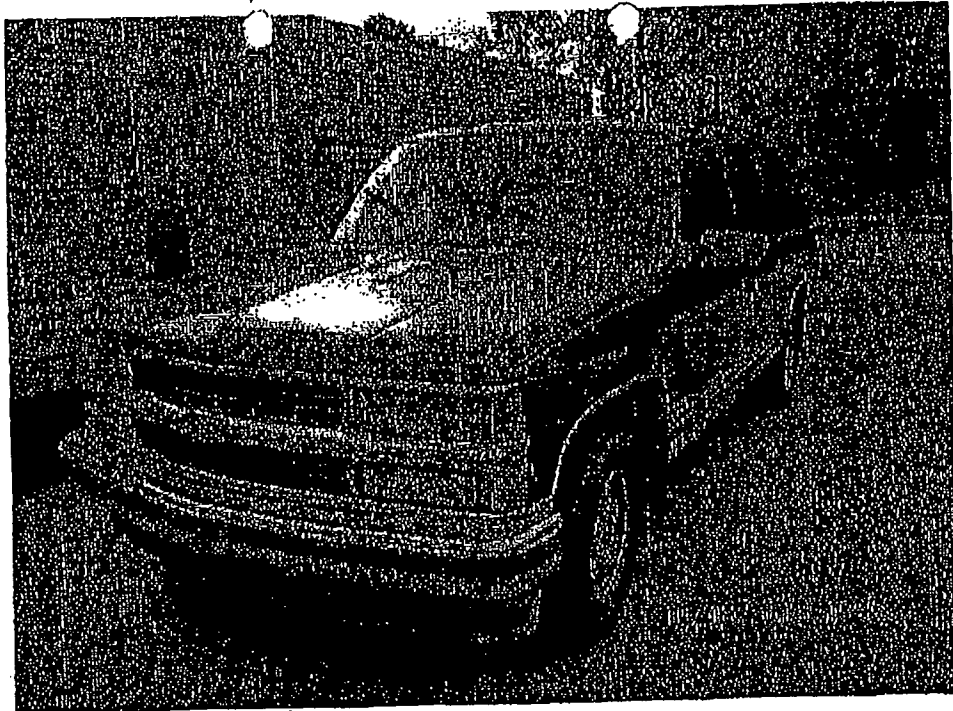


EXHIBIT E

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

SHARON DENISE ANDERSON,  
Plaintiff,

Civil Action No. 2015-CP-07-00218

vs.

**AFFIDAVIT OF CRYSTABEL  
ANSELMO**

LINDA JENKINS HOLMES,  
Defendant.

PERSONALLY APPEARED BEFORE ME, the undersigned, Crystadel Anselmo, who,  
after being duly sworn, deposes and states:

1. I am over the age of eighteen.
2. I am of sound mind and body to swear this affidavit.
3. I am the General Manager of the Red Roof Inn in Hilton Head Island, South Carolina located at 5 Regency Parkway, Hilton Head Island, SC 29928.
4. Sharon Denise Anderson was employed at Red Roof Hilton Head Island from August 2013 until October 13, 2013.
5. I also knew her by the name "Shay Anderson" during that period of time.
6. I was Sharon's supervisor during her employment at Red Roof.
7. Sharon was employed as a front desk clerk with Red Roof.
8. Sharon was terminated from her employment with Red Roof on October 14, 2013.
9. Sharon was terminated on October 14, 2013 for the following reasons:
  - a. Sharon had been counselled on numerous occasions about being careful

1

with transactions for "Redi Stay" stays including credit cards. Despite this repeated counselling, Sharon repeatedly forgot to charge Expedia credit cards on a regular basis.


- b. Sharon failed to collect payment from a guest for \$90.00 worth of rented movies on October 11, 2013.
  - c. Sharon extended a guest stay and improperly charged the guests credit card resulting in an uncollectible balance from the guest.
  - d. Sharon's register was short \$20.00 on October 11, 2013.
  - e. Sharon was a no show to work on October 13, 2014. She did not follow procedure for calling in to the manager to inform the manager of her absence from work.
10. Sharon was not terminated because of an automobile accident.
  11. Sharon was not terminated because of work restrictions from an automobile accident.
  12. Sharon never discussed any work restrictions with me or any other management.
  13. Sharon never presented any medical records or doctor's note indicating she had any work restrictions following an automobile accident.
  14. Sharon's statements that she was terminated from employment due to Red Roof's inability to accommodate work restrictions is patently false.
  15. Even if Sharon had work restrictions, Red Roof Inn would have accommodated those restrictions and would not have terminated her employment.
  16. Sharon's statements that she did not work after on October 7, 2013 or any

time after is patently false.

17. Sharon worked on October 11, 2013 as reflected by her termination paperwork and receipts and violations of company policy related to collecting payment for guests.

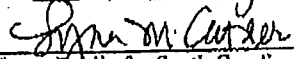
18. In sum, Sharon was terminated from employment for repeated violations of company policy, failing to collect balances owed from guests, missing money from her register, and failing to show up for regularly scheduled shifts.

FURTHER, AFFIANT SAYETH NAUGHT.

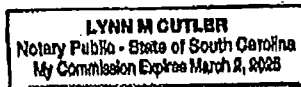
  
\_\_\_\_\_  
Crystabel Anselmo

SWORN TO AND SUBSCRIBED BEFORE ME

This 21<sup>st</sup> day of August 2015.

  
\_\_\_\_\_  
Notary Public for South Carolina

My Commission Expires: 3/2/25



Use the <Tab> key to move from field to field. DO NOT use the <Enter> key.

Red  
ROOF  
INN


### TERMINATION RECORD

Employee Name:	Shay Anderson	Date:	10/14/2013
Position:	Front Desk GSR	Inn #:	148
Employee ID #:	404308		

Specific conduct, infraction of rules, job performance or other basis for termination (describe in detail):

1. Shay had been counseled on being careful on transactions on Red stay including credit cards. She is still forgetting to charge Expedie cards on a regular basis.
2. Forgot again to mark do not post when making and checking in new cash guest. Guest rented \$11.00 worth of movies and did not pay. 10/11/2013
3. Extended a guest and did not charge the card the right amount, guest owed 7.00 and the credit card declined.
4. Her drawer was short \$20.00 on 10/11/2013
4. Shay called off on Sunday 10/13/2013 to the front desk instead of the manager, she has signed the attendance rula which clearly states you must call management. Shay has the managers cell phone.

Inn management's summary of employee's comments.

  
 Inn Management's Signature

10/14/2013  
 Date

\_\_\_\_\_  
 Witness' Signature

\_\_\_\_\_  
 Date

Human Resources (1/2008)  
WordPerfect 9.0 Termination Record

PAGE 01/26

RED ROOF INN

Copies to: EMPLOYER'S FILE

07/24/2018 12:43 843642382

# EXHIBIT F

STATE OF SOUTH CAROLINA  
COUNTY OF BEAUFORT

SHARON DENISE ANDERSON,

Plaintiff,

vs.

LINDA JENKINS HOLMES,

Defendant.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2015-CP-07-00218

AFFIDAVIT OF SHELBY  
MCDONALD

2015 JUN 29 PM 2:11  
JESSE A. ROSENBAUM  
BEAUFORT COUNTY, SC  
CLERK OF COURT

PERSONALLY APPEARED BEFORE ME, the undersigned, Shelby McDonald, who,  
after being duly sworn, deposes and states:

1. I am over the age of eighteen.
2. I am of sound mind to swear this affidavit.
3. I am employed by Omni Indemnity Company.
4. I was the employee in charge of handling the claim file for the above referenced case.
5. Despite liability for the alleged injuries being contested, we entered into settlement discussions with Plaintiff's counsel.
6. Plaintiff's counsel contacted my supervisor on September 18, 2014 to discuss settlement of the claim.
7. At no time during the course of settlement discussions on this claim did Plaintiff's counsel ever mention any lost wage claim.
8. At no time during the course of settlement discussions on this claim did Plaintiff submit any documentation related to a lost wage claim.

9. Plaintiff's counsel presented only medical bills totaling \$3,515.17.
10. Omni paid a property damage claim to Plaintiff in the amount of \$322.10.
11. After hearing nothing from Plaintiff's counsel following September 18, 2014, I called Plaintiff's counsel on December 2 and December 16, 2014, as well as on January 9, February 4, February 26, April 16, and May 7, 2015.
12. During each of these phone calls, I spoke to employees in Plaintiff's counsel's office.
13. During each of these phone calls, I was informed Plaintiff's counsel was unavailable to speak to me.
14. During each of these phone calls, I left a voicemail for Plaintiff's counsel to call me back so that we could discuss the claim and resolve it in a timely manner.
15. Plaintiff's counsel refused to call me back.
16. On April 2, 2015, I sent a letter to Plaintiff's counsel reiterating a prior offer and seeking a demand to resolve the case.
17. Plaintiff's counsel refused to respond to this letter.
18. Plaintiff's counsel apparently filed a lawsuit on January 30, 2015 despite the fact that I had contacted him to discuss the claim three different times in the preceding 2 months (as noted above, every one of these calls was refused).
19. Plaintiff's counsel never informed Omni of this lawsuit despite numerous attempts to reach Plaintiff's counsel.
20. Plaintiff's counsel never informed Omni that no Answer was filed in this matter despite numerous attempts to reach Plaintiff's counsel.
21. Plaintiff's counsel never informed Omni of any default damages hearing in

this matter despite numerous attempts to reach Plaintiff's counsel.

22. In fact, I attempted to contact Plaintiff's counsel on five different occasions after the suit was apparently filed—each and every one of these attempts was willfully ignored by Plaintiff's counsel.

23. I believe Plaintiff's counsel intentionally failed to return any phone calls or letters in an attempt to avoid notifying Omni of the lawsuit despite his willful engagement in negotiations over this claim.

FURTHER, AFFIANT SAYETH NAUGHT.

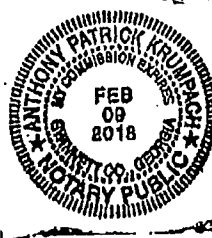
*Shelby McDonald*  
Shelby McDonald

SWORN TO AND SUBSCRIBED BEFORE ME

This 8<sup>th</sup> day of June, 2015.

*André P. Kelly*  
Notary Public for South Carolina

My Commission Expires: 2/9/17



# EXHIBIT G

<b>ISO Claim Claim Search -</b>		36 of 77
Task for: SYSTEM	Date Created: Friday May 23, 2014 1:48 AM	

<b>GENERAL NOTE - R/C TO MIKHAL W/ ATTY CLIFFORD BUSH</b>		36 of 77
Task for: CROLEYR	Date Created: Wednesday June 4, 2014 9:11 AM	
AT 843-379-9500, SPOKE TO MIKHAL, STATED ATTY WOULD LIKE TO DISCUSS FILE W/ ME BUT HE IS NOT IN AT THIS TIME. GVE CTC INFO TO HAVE ATTY C/B TO DISCUSS FILE. ADV WE ARE CONSIDERING LOSS AS LSI DUE TO MINIMAL DMG TO REAR BUMPER,		

<b>GENERAL NOTE - 2nd review file--the notes state to offer atty generals and chlrop and protect medical lien \$2441</b>		37 of 77
Task for: Cheryl Brooks	Date Created: Thursday July 10, 2014 5:04 PM	
Coverage good for loss date NI was driving the listed veh ID re CV--clmt damages \$322.10-no photos of IV however NI completed the aced form and state her damages are grill, hood, lte and damages ove \$500 Sharon Anderson age 36 5'5" 139 lbs went to er on dol and then 18 days later start w/chlrop for 4 weeks for 7 visits-rt ankle pain /prior surg to ankle --note Medicaid paid bills so we need to make sure we protect the interest-total meds can we settle w/atty for chlrop and generals auth up to 3570 to atty and agree to handle Medicaid lien when present ***** the file notes state to offer atty generals and chlrop and pay medical lien \$2441 - auth was meds \$ 3110 plus generals ok auth up to 6000--atty refuse to reduce his demsdn but request my best offer--offer \$ 5500.00 this Inc a medical lien • Claimant: SHARON ANDERSON		

<b>GENERAL NOTE - Certified mail</b>		38 of 77
Task for: Amber White	Date Created: Tuesday July 29, 2014 9:12 AM	
From: Healthy Connections Medicaid Cert# 9171-9690-0935-0031-8946-99 Fwd to: RAC/Team leader		

<b>GENERAL NOTE - Returned voicemail to attorney Clifford Bush - 843-379-9500 - LMTCB with assistant,</b>		39 of 77
Task for: Justin Mendelson	Date Created: Thursday September 18, 2014 10:24 AM	

<b>GENERAL NOTE - --delev typing this note--- sw Atty Bush for 19 mins discussing the settlement on this case</b>		40 of 77
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**Task for:** Cheryl Brooks **Date Created:** Thursday September 18, 2014 10:28 AM

atty continue to want more to settle--told him we sw him 2 other times prior to me getting to in July and we cont to increase our offer--again he is asking for more money for er and 7 chlrop visit  
told atty if he had to have movement 5501 but he cont this conversastion and we are not going nowhere---atty disagree w/value and wish to sw my boss--gave ext and transf call

• Claimant: SHARON ANDERSON

**GENERAL NOTE - ARBI X 1 reassigned to CNT from RAC. Please reconvene negotiations.** 41 of 77

**Task for:** WILSONT **Date Created:** Wednesday October 1, 2014 10:14 AM

**GENERAL NOTE - rtn call to Atty Bush 843 379 9500--left mess w/Ron Lewis** 42 of 77

**Task for:** Cheryl Brooks **Date Created:** Thursday October 16, 2014 4:49 PM

**DIARY REVIEW - HOLMES - SC/SC - \$3,200.00 OFFER MADE, F/U W/ ATTY** 43 of 77

**Task for:** **Date Created:** Friday January 24, 2014

**Requested By:** PORTERD

**Date Due:** Monday July 14, 2014

**Completed By:** BAILEYS

**Completed:** Friday October 24, 2014 8:25 AM

**GENERAL NOTE - PC to 843-379-9500, left msg for atty** 44 of 77

**Task for:** Shelby McDonald **Date Created:** Tuesday November 18, 2014 3:36 PM

requested status of the offer made to resolve claim

**GENERAL TASK - ARBI X 1 reassigned to CNT from RAC. Please reconvene negotiations.** 45 of 77

**Task for:** Shelby McDonald **Date Created:** Wednesday October 1, 2014

**Requested By:** WILSONT

**Date Due:** Tuesday November 18, 2014

**Completed:** Tuesday November 18, 2014 3:36 PM

**GENERAL NOTE - response to offer?** 46 of 77

**Task for:** Shelby McDonald **Date Created:** Tuesday November 18, 2014 3:37 PM

**GENERAL NOTE - PC to 843 379 9500, left message for atty regarding settlement** 47 of 77

**Task for:** Shelby McDonald **Date Created:** Tuesday December 2, 2014 9:50 AM

• Claimant: SHARON ANDERSON

<b>DIARY REVIEW - response to offer</b>		48 of 77
Task for: Shelby McDonald	Date Created: Wednesday October 1, 2014	
Requested By: WILSONT		
Date Due: Tuesday December 2, 2014	Completed: Tuesday December 2, 2014 9:50 AM	

<b>GENERAL NOTE - PC to 843-379-9500, left message for atty</b>		49 of 77
Task for: Shelby McDonald	Date Created: Tuesday December 16, 2014 1:49 PM	
advised I wanted to obtain status of the offer.		
• Claimant: SHARON ANDERSON		

<b>ISO Claim Claim Search -</b>		50 of 77
Task for: SYSTEM	Date Created: Friday December 19, 2014 1:10 AM	

<b>GENERAL NOTE - PC to 843-379-9500, left message for atty</b>		51 of 77
Task for: Shelby McDonald	Date Created: Friday January 9, 2015 2:05 PM	
requested status of the offer		

<b>DIARY REVIEW - f/u with atty regarding settlement</b>		52 of 77
Task for: Shelby McDonald	Date Created: Wednesday October 1, 2014	
Requested By: WILSONT		
Date Due: Friday January 9, 2015	Completed: Friday January 9, 2015 2:05 PM	

<b>GENERAL NOTE - PC to 843-379-9500, left message for atty</b>		53 of 77
Task for: Shelby McDonald	Date Created: Wednesday February 4, 2015 10:26 AM	
advised I wanted to speak with him regarding settlement of the claim,		
• Claimant: SHARON ANDERSON		

<b>GENERAL NOTE - PC to 843-379-9500, left msg for atty</b>		54 of 77
Task for: Shelby McDonald	Date Created: Thursday February 26, 2015 12:04 PM	
advised I wanted to speak with him regarding settlement of the claim.		
• Claimant: SHARON ANDERSON		

<b>DIARY REVIEW - f/u with atty</b>		55 of 77
Task for: Shelby McDonald	Date Created: Wednesday October 1, 2014	
Requested By: WILSONT		
Date Due: Thursday February 26, 2015	Completed: Thursday February 26, 2015 12:04 PM	

<b>GENERAL NOTE - offer letter sent to atty</b>		56 of 77
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<b>Task for:</b> Shelby McDonald	<b>Date Created:</b> Thursday April 2, 2015 9:20 AM
• <b>Claimant:</b> SHARON ANDERSON	

<b>DIARY REVIEW - f/u with atty- offer</b> <span style="float: right;">57 of 77</span>	
<b>Task for:</b> Shelby McDonald	<b>Date Created:</b> Wednesday October 1, 2014
<b>Requested By:</b> WILSONT	
<b>Date Due:</b> Thursday April 2, 2015	<b>Completed:</b> Thursday April 2, 2015 9:20 AM

<b>GENERAL NOTE - Certified Mail</b> <span style="float: right;">58 of 77</span>	
<b>Task for:</b> Amber White	<b>Date Created:</b> Tuesday April 14, 2015 9:05 AM
From: South Carolina Healthy Connections Cert# 9171-9690-0935-0075-4775-06 Fwd to: SHM/Team lead	

<b>GENERAL NOTE - PC to 843-379-9500. left msg for atty</b> <span style="float: right;">59 of 77</span>	
<b>Task for:</b> Shelby McDonald	<b>Date Created:</b> Thursday April 16, 2015 11:27 AM
advised I wanted to f/u with him regarding offer to resolve the claim.	

<b>GENERAL NOTE - PC to 843-379-9500</b> <span style="float: right;">60 of 77</span>	
<b>Task for:</b> Shelby McDonald	<b>Date Created:</b> Thursday May 7, 2015 3:05 PM
left message for atty advising I wanted to speak with him regarding settlement of the claim.	

<b>DIARY REVIEW - f/u with atty</b> <span style="float: right;">61 of 77</span>	
<b>Task for:</b> Shelby McDonald	<b>Date Created:</b> Wednesday October 1, 2014
<b>Requested By:</b> WILSONT	
<b>Date Due:</b> Thursday May 7, 2015	<b>Completed:</b> Thursday May 7, 2015 3:23 PM

<b>GENERAL NOTE - Certified Mail</b> <span style="float: right;">62 of 77</span>	
<b>Task for:</b> Amber White	<b>Date Created:</b> Monday June 1, 2015 8:59 AM
From: Law Office of Clifford Bush Cert# 7013-2250-0002-2475-7636 Fwd to: SHM/Team lead	

<b>GENERAL NOTE - Lit Review</b> <span style="float: right;">63 of 77</span>	
<b>Task for:</b> Anthony Krumpach	<b>Date Created:</b> Monday June 1, 2015 9:11 AM
Rush assigned to DC Andy Delaney.	
He says PC is a Magistrate in the area so may get 'home cooking'.	
They will file a Motion to Set-aside.	

**RECEIVED**  
JUN 09 2016  
SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

The Honorable Marvin H. Dukes, III, Circuit Court Judge

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Case No. 2015-CP-07-00218

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Sharon Denise Anderson, Plaintiff ..... Respondent,

v.

Linda Jenkins Holmes, Defendant ..... Appellant.

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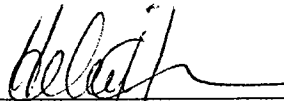
**CERTIFICATE OF COUNSEL**

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The undersigned hereby certifies that the Record on Appeal filed in this matter contains all the material proposed to be included by the parties to this matter and does not include any other material. The undersigned further certifies that the Record on Appeal filed in this matter complies with the South Carolina Supreme Court's April 16, 2014 Order re: Revised Order Concerning Personal Identifying Information and Other Sensitive Information in Appellate Court Filings.

June 8, 2016

MCANGUS GOUDELOCK & COURIE



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(843) 576-2900