

RECEIVED

OCT 20 2016

SC Court of Appeals

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF LEXINGTON	)	C/A No.: 2015-CP-32-0170
	)	
Joseph W. Owens,	)	
	)	
Plaintiff,	)	
	)	
v.	)	SETTLEMENT AGREEMENT AND
	)	RELEASE
	)	
Temus C. Miles, Jr., B.J. Unthank, L.Dale	)	
Harley, Boyd J. Jones, Tommy G. Parler,	)	
Eric L. Fowler, Dennis Tyndall, Ashley S.	)	
Hunter and McKay Public Affairs, LLC,	)	
	)	
Defendants.	)	

This Settlement Agreement and Release is made this 25<sup>th</sup> day of August, 2016 by and between Joseph W. Owens (hereinafter be referred to as "Plaintiff") and Temus C. Miles, Jr., B.J. Unthank, L.Dale Harley, Boyd J. Jones, Tommy G. Parler, Eric L. Fowler, Dennis Tyndall, and McKay Public Affairs, LLC, ( hereinafter referred to collectively as "Settling Defendants". )

WHEREAS, Plaintiff filed a Civil Action in Lexington County asserting claims of Defamation *Per Se*, and Defamation against the Settling Defendants; and

WHEREAS, the Settling Defendants denied the allegations of the Civil Action and Defendant Temus C. Miles, Jr. filed a Counterclaim for Libel, Slander *Per Se*, and Defamation in response to the Civil Action; and

WHEREAS, Plaintiff and Settling Defendants have now agreed upon an amicable resolution of various claims, including those asserted by the initial and amended complaints and any and all crossclaims asserted by Temus C. Miles, Jr. against the Plaintiff and desirous of resolving the claims between them, do hereby specifically acknowledge, understand, agree and covenant to

*SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al*  
*2015-CP-32-00170*

payment to the below listed counsel in the following respective amount, each party paying their own respective fees and costs:

WHEREAS, SC Municipal Insurance & Risk Financing Fund, on behalf of its insureds (other than Plaintiff), shall pay to Plaintiff's Counsel the sum of \$15,000.00 as soon as practicable, but no later than 20 days.

WHEREAS, SC Municipal Insurance & Risk Financing Fund, on behalf of its insureds (other than Temus C. Miles, Jr.), shall pay to Temus C. Miles, Jr.'s attorney the sum of \$15,000.00 as soon as practical, but not later than 20 days.

WHEREAS, The parties will authorize the signing of this agreement and release releasing the other and the others' employees, agents, attorneys, insurers and related parties from all claims and damages. This release will have no effect as to releasing any of the claims being litigated in the separately-filed action between Boyd J. Jones v. Joseph W. Owen, Civil Action Number 2014-CP-32-01175.

WHEREAS, this civil action was successfully mediated on August 25, 2016 and SC Municipal Insurance & Risk Financing Fund has agreed to pay 7/9<sup>th</sup> of the mediation costs and the carrier on behalf of McKay Public Affairs, LLC, RLI Insurance Company will pay 2/9<sup>th</sup> of the mediation costs; and

WHEREAS, in consideration of the aforementioned sum of payments by or on behalf of the Settling Plaintiff and Defendants, the receipt whereof is hereby acknowledged, do hereby release and forever discharge only the Settling Defendants, their heirs, executors, administrators, assigns, representatives, insurers, attorneys and agents from only their liability for any and all claims, demands, suits, actions and causes of action or suits involving bad faith, unfair claim

*SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al*  
*2015-CP-32-00170*

practices or violation(s) of any statutes or insurance codes or any Consumer Protection Act(s) which cover such activities, dealings, practice or conduct, and to include a release and discharge of attorneys' fees, assessments, penalties, interest, court costs or expenses, known or unknown, to person, property, or otherwise which have resulted or may in the future develop which they can or may have by reason of any matter, cause or thing whatsoever for the allegations in the above civil action, including but not limited to any and all actions known or identified to date, or which through the exercise of due care and diligence could/should have been known and/or identified by the Plaintiff and his agents, as well as any and all claims, demands, suits, actions and causes of action which Settling Defendants can or may have by reason of the allegations in this civil action only.

It is further understood and agreed that the Plaintiff and Settling Defendants mutually release and forever discharge their heirs, executors, administrators, assigns, representatives and insurers from only their liability for any and all injuries and damages, past, present and future, now developed and known, and also those which may hereafter be developed and ascertained or discovered, in any way related to this Civil Action, including, but not limited to any and all claims for bodily injuries, disability, disfigurement, pain and suffering, loss of income, medical, surgical, and hospital expenses, loss of consortium, companionship, aide, society and services, property damages, loss of use, additional interest or expenses related to financing, lost economic opportunity, repair costs of any nature, depreciation, attorney's fees, litigation expenses, and any and all other losses or claims, past, present and future, which may have had, now have or may have in any way related to Civil Action Number 2015-CP-32-00170.

It is expressly understood and agreed that the settlement made hereunder is the compromise of doubtful and disputed claims; that the payment made hereunder is not to be construed as an

*SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al*  
*2015-CP-32-00170*

admission of liability on the part of either the Plaintiff or the Settling Defendants, by whom liability is expressly denied. It is further understood that the Plaintiff will withdraw its Appeal in Appellate Case No. 2016-000068 with each side paying its own costs and fees.

Plaintiff and Settling Defendants further represent, acknowledge and agree that they have read this entire document, that they understand all terms, conditions and provisions of this document, that they are represented by counsel and that they have had the opportunity to confer with counsel regarding the legal implications of executing this document, and that they execute the document freely and voluntarily without duress or undue influence.

It is further understood and agreed that the consideration paid by the Parties hereby discharges, dismisses and forever releases them, but only them, from their liability for any and all injuries and damages, past, present and future, now developed and known, and also those which may hereafter be developed and ascertained or discovered, in any way related to the allegations of Civil Action 2015-CP-32-00170.

The Settling Parties agree that this Settlement Agreement and Release does not, and shall not, dismiss or release or effect any party that is pending in a separately filed action between Boyd J. Jones v. Joseph W. Owens in Civil Action Number 2014-CP-32-01175 and does not, and shall not, dismiss or release or effect any claims, causes of action, demands, and/or damages, known or unknown in that action only.

It is agreed and understood that a legible facsimile or scan of this document shall have the same effect as an original. When a legible facsimile or scan copy has been signed, any signature and/or initial shall be valid as if in an original form. It is further agreed and understood that this agreement will be construed in accordance with the laws of South Carolina, with jurisdiction and

*SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al*  
*2015-CP-32-00170*

venue as to all matters arising or indirectly from this agreement shall be exclusively in the Circuit Court of Lexington County, South Carolina.

It is further understood and agreed that the attorneys for the Settling Parties may sign this Settlement Agreement and Release on behalf of their respective clients.

**-SIGNATURE PAGES FOLLOWS-**

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al  
2015-CP-32-00170

Joseph W. Owens  
by *[Signature]*  
his self

8/31/2016  
Date

by \_\_\_\_\_  
his \_\_\_\_\_

\_\_\_\_\_  
Date

STATE OF SOUTH CAROLINA  
COUNTY OF Lexington

Now comes Joseph W. Owens and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 8-31-16

*Crystal Peil*  
Notary Public  
My Commission Expires: 3-8-22

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al  
2015-CP-32-00170

Temus C. Miles, Jr.

by Temus C. Miles, Jr.

hisself

9/19/16

Date

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

Now comes Temus C. Miles, Jr. and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 9-19-16


[Signature]

Notary Public

My Commission Expires: 2-1-18

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al  
2015-CP-32-00170

B.J. Unthank

by   
his \_\_\_\_\_


9/19/2016  
Date

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

Now comes B. J. Unthank and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 9-16-18

  
Notary Public  
My Commission Expires: 2-1-18

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al  
2015-CP-32-00170

L. Dale Harley

by L. Dale Harley

9-19-16  
Date

Its \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

Now comes L. Dale Harley and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 9-19-16

[Signature]  
Notary Public  
My Commission Expires: 2-1-18

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al  
2015-CP-32-00170

Boyd J. Jones

by [Signature]

Date 9/19/16

Its \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

Now comes Boyd J. Jones and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 9-19-16

[Signature]  
Notary Public

My Commission Expires: 2-1-18

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al  
2015-CP-32-00170

Tommy G. Parler

by   
Its \_\_\_\_\_

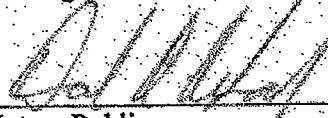
9-19-16  
Date

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

Now comes Tommy G. Parler and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 9-19-16

  
Notary Public  
My Commission Expires: 2-1-18

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al  
2015-CP-32-00170

Eric L. Fowler

by *Eric L. Fowler*

9-19-2016  
Date

Its \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

Now comes Eric L. Fowler and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 9-19-16

*Robert M. Anderson*

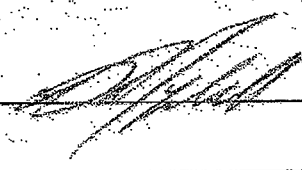
Notary Public

My Commission Expires: 2-1-18

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al.  
2015-CP-32-00170

Dennis Tyndall

by

  
\_\_\_\_\_

9-19-2016  
Date

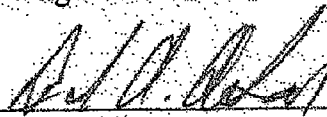
Its  
\_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF Lexington

Now comes Dennis Tyndall and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 9-19-16

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 2-1-18

SETTLEMENT AGREEMENT AND RELEASE AS TO JOSEPH W. OWENS V. TEMUS C. MILES, JR, et al  
2015-CP-32-00170

McKay Public Affairs, LLC

by [Signature]  
Its partner/owner

9/7/2016  
Date

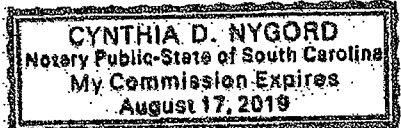
STATE OF SOUTH CAROLINA

COUNTY OF Lexington

Now comes Daniel R. Setton, Jr. and personally appears before the undersigned, a Notary Public in the State of South Carolina, and after being sworn, states that she/he has read and fully understands the document and signs their name thereto as his/her own free act and deed.

DATED 9/7/16

[Signature]  
Notary Public  
My Commission Expires: 8/17/19



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF LEXINGTON )

IN THE COURT OF COMMON PLEAS

Joseph W. Owens, )  
 )  
Plaintiff, )

Civil Action No. 2015-CP-32-0170

v. )

**ADDENDUM TO  
SETTLEMENT AGREEMENT  
AND RELEASE**

Temus C. Miles, Jr., B.J. Unthank, )  
L. Dale Harley, Boyd J. Jones, )  
Tommy G. Parler, Eric L. Fowler, )  
Dennis Tyndall, Ashley S. Hunter and )  
McKay Public Affairs, LLC, )  
 )  
Defendants. )

\_\_\_\_\_ )

This Addendum to the Settlement Agreement and Release is made this \_\_\_ day of \_\_\_\_\_, 2016 by and between Joseph W. Owens (hereinafter referred to as "Plaintiff") and Temus C. Miles, Jr., B.J. Unthank, L. Dale Harley, Boyd J. Jones, Tommy G. Parker, Eric L. Fowler, Dennis Tyndall, and McKay Public Affairs, LLC (hereafter referred to collectively as "Settling Defendants").

WHEREAS, Plaintiff and Settling Defendants entered into the Settlement Agreement and Release dated August 25, 2016. Following the execution of that Settlement Agreement and Release and prior to the filing of a Stipulation of Dismissal, clerical errors were discovered in the Settlement Agreement and Release which require correction in order to properly memorialize the settlement reached at the mediation held on August 25, 2016, and to be fully consistent with the Mediated Settlement Agreement entered on that date.

IN CONSIDERATION OF the payments as stated in the Settlement Agreement and Release dated August 25, 2016, and in order to obtain the dismissal of this action with prejudice as to these parties, the Plaintiff and Settling Defendants agree and stipulate to the following:

1. The final paragraph of page 2 of 14 of the Settlement Agreement and Release dated August 25, 2016, shall henceforth be read as follows:

WHEREAS, in consideration of the aforementioned sum of payments by or on behalf of the Settling Plaintiff and Defendants, the receipt whereof is hereby acknowledged, Plaintiff and Settling Defendants do hereby release and forever discharge each other,

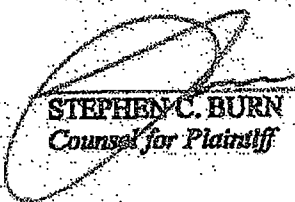
their heirs, executors, administrators, assigns, representatives, insurers, attorneys and agents from their liability for any and all claims, demands, suits, actions and causes of action or suits involving bad faith, unfair claim practices or violation(s) of any statutes or insurance codes or any Consumer Protection Act(s) which cover such activities, dealings, practice or conduct, and to include a release and discharge of attorneys' fees, assessments, penalties, interest, court costs or expenses, known or unknown, to person, property, or otherwise which have resulted or may in the future develop which they can or may have by reason of any matter, cause or thing whatsoever for the allegations in the above civil action, including but not limited to any and all actions known or identified to date, or which through the exercise of due care and diligence could/should have been known and/or identified by the parties and their agents, as well as any and all claims, demands, suits, actions and causes of action which Plaintiff and Settling Defendants can or may have by reason of the allegations in this civil action only.

2. The final paragraph of page 3 of 14 of the Settlement Agreement and Release dated August 25, 2016, shall henceforth be read as follows:


It is further understood and agreed that the Plaintiff and Settling Defendants mutually release and forever discharge each other, their heirs, executors, administrators, assigns, representatives and insurers from only their liability for any and all injuries and damages, past, present and future, now developed and known, and also those which may hereafter be developed and ascertained or discovered, in any way related to this Civil Action and the Counterclaims, including, but not limited to any and all claims for bodily injuries, disability, disfigurement, pain and suffering, loss of income, medical, surgical, and hospital expenses, loss of consortium, companionship, aide, society and services, loss of reputation, property damages, loss of use, additional interest or expenses related to financing, lost economic opportunity, repair costs of any nature, depreciation, attorney's fees, litigation expenses, and any and all other losses or claims, past, present and future, which may have had, now have or may have in any way related to Civil Action Number 2015-CP-32-00170.


The Plaintiff and Settling Defendants, including specifically Temus C. Miles, Jr., agree that the Settlement Agreement and Release dated August 25, 2016, was intended to and hereby does fully release the Plaintiff for any and all liability for the Counterclaims as pled by Temus C. Miles, Jr.

The undersigned counsel for the Plaintiff and Settling Defendants represent that they have discussed this Addendum and the reason for it with their respective clients who agree with the terms and language contained herein. The undersigned counsel for the Plaintiff and Settling Defendants represent that they are fully authorized by their clients to execute this Addendum on their behalf and that this Addendum is fully binding on the Plaintiff and Settling Defendants.

  
STEPHEN C. BURN  
*Counsel for Plaintiff*

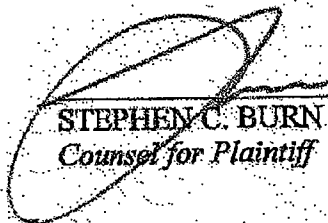
ANDREW F. LINDEMANN  
*Counsel for Plaintiff on Counterclaims*

  
DAVID A. ANDERSON  
*Counsel for Defendants Miles, Unthank, Harley, Jones, Parler, Fowler and Tyndall*


  
ROBERT F. GONGS  
*Counsel for Defendant Thomas C. Miles, Jr. on Counterclaims*

DAMON C. WLODARCZYK  
*Counsel for Defendant McKay Public Affairs, LLC*

The undersigned counsel for the Plaintiff and Settling Defendants represent that they have discussed this Addendum and the reason for it with their respective clients who agree with the terms and language contained herein. The undersigned counsel for the Plaintiff and Settling Defendants represent that they are fully authorized by their clients to execute this Addendum on their behalf and that this Addendum is fully binding on the Plaintiff and Settling Defendants.

  
STEPHEN C. BURN  
*Counsel for Plaintiff*

ANDREW F. LINDEMANN  
*Counsel for Plaintiff on Counterclaims*

  
DAVID A. ANDERSON  
*Counsel for Defendants Miles, Unthank, Harley, Jones, Parler, Fowler and Tyndall*

ROBERT F. GOINGS  
*Counsel for Defendant Temus C. Miles, Jr. on Counterclaims*

DAMON C. WLODARCZYK  
*Counsel for Defendant McKay Public Affairs, LLC*

The undersigned counsel for the Plaintiff and Settling Defendants represent that they have discussed this Addendum and the reason for it with their respective clients who agree with the terms and language contained herein. The undersigned counsel for the Plaintiff and Settling Defendants represent that they are fully authorized by their clients to execute this Addendum on their behalf and that this Addendum is fully binding on the Plaintiff and Settling Defendants.

STEPHEN C. BURN  
*Counsel for Plaintiff*

ANDREW F. LINDEMANN  
*Counsel for Plaintiff on Counterclaims*



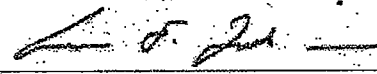
DAVID A. ANDERSON  
*Counsel for Defendants Miles, Unthank,  
Harley, Jones, Parler, Fowler and Tyndall*

ROBERT F. GOINGS  
*Counsel for Defendant Temus C. Miles, Jr.  
on Counterclaims*



DAMON C. WLODARCZYK  
*Counsel for Defendant  
McKay Public Affairs, LLC*

The undersigned counsel for the Plaintiff and Settling Defendants represent that they have discussed this Addendum and the reason for it with their respective clients who agree with the terms and language contained herein. The undersigned counsel for the Plaintiff and Settling Defendants represent that they are fully authorized by their clients to execute this Addendum on their behalf and that this Addendum is fully binding on the Plaintiff and Settling Defendants.



STEPHEN C. BURN  
*Counsel for Plaintiff*

ANDREW F. LINDEMANN  
*Counsel for Plaintiff on Counterclaims*

DAVID A. ANDERSON  
*Counsel for Defendants Miles, Unthank,  
Harley, Jones, Parler, Fowler and Tyndall*

ROBERT F. GOINGS  
*Counsel for Defendant Temus C. Miles, Jr.  
on Counterclaims*

DAMON C. WLODARCZYK  
*Counsel for Defendant  
McKay Public Affairs, LLC*

RECEIVED

OCT 20 2015

SC Court of Appeals

Stipulation of Dismissal  
C/A No.: 2015-CP-32-00170

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF LEXINGTON )  
 )  
 Joseph W. Owens, )  
 )  
 Plaintiff, )  
 )  
 v. )  
 )  
 Temus C. Miles, Jr., B.J. Unthank, L. )  
 Dale Harley, Boyd J. Jones, Tommy G. )  
 Parler, Eric L. Fowler, Dennis Tyndall, )  
 Ashley S. Hunter and McKay Public )  
 Affairs, LLC, )  
 )  
 Defendants. )


IN THE COURT OF COMMON PLEAS  
ELEVENTH JUDICIAL CIRCUIT

C/A No.: 2015-CP-32-00170

STIPULATION OF DISMISSAL AS TO TEMUS C. MILES, JR., B.J. UNTHANK, L. DALE HARLEY, BOYD J. JONES, TOMMY G. PARLER, ERIC L. FOWLER, DENNIS TYNDALL AND MCKAY PUBLIC AFFAIRS, LLC ONLY

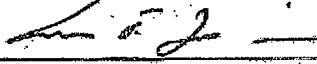
Pursuant to Rule 41(a)(1)(B), the undersigned counsel for the parties hereby stipulate that the above-caption action be, and the same hereby is, dismissed and forever ended with prejudice as to all claims and counterclaims.

  
 Stephen "Chip" Burn  
 Burn Law Firm, LLC  
 945 East Main Street, Suite D  
 Lexington, SC 29071  
 cburn@burnlawfirmllc.com  
 Attorney for Plaintiff

  
 David A. Anderson, Esquire  
 SC Bar No. 11550  
 Richardson, Plowden & Robinson, P.A.  
 P.O. Drawer 7788  
 Columbia, South Carolina 29202  
 danderson@richardsonplowden.com  
 Attorney for Defendants

FILED  
 2015 OCT 17 AM 11:47  
 BETH A. CARRIGG  
 CLERK OF COURT  
 LEXINGTON, SC

*Stipulation of Dismissal*  
*C/A No.: 2015-CP-32-00170*



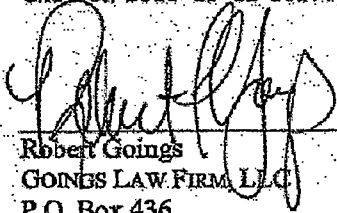
Andrew F. Lindemann  
Davidson & Lindemann, PA  
P. O. Box 8568  
Columbia, SC 29202-6568  
*Attorney for Plaintiff*

BETH A. CARRIGG  
CLERK OF COURT  
LEXINGTON, SC

2016 OCT 17 A 11:47

FILED

*Stipulation of Dismissal*  
*C/A No.: 2015-CP-32-00170*



Robert Goings  
GOINGS LAW FIRM, LLC  
P.O. Box 436  
Columbia, South Carolina 29202  
*Attorney for Defendant Temus C. Miles*

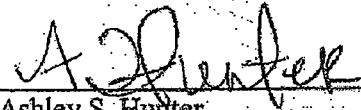
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OCT 17 A 11:47  
BETH A. CARRIGG  
CLERK OF COURT  
LEXINGTON, SC

*Stipulation of Dismissal*  
*C/A No.: 2015-CP-32-00170*

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Robert Goings  
GOINGS LAW FIRM, LLC  
P.O. Box 436  
Columbia, South Carolina 29202  
*Attorney for Defendant Temus C. Miles*

*Stipulation of Dismissal*  
*C/A No.: 2015-CP-32-00170*



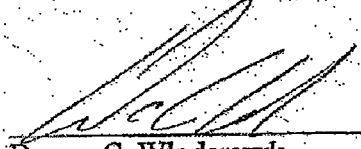
Ashley S. Hunter  
2805 Millwood Avenue, Suite E  
Columbia, SC 29205  
*Pro Se Defendant*

BETH A. CARRIGG  
CLERK OF COURT  
LEXINGTON, SC

OCT 17 4:11:47

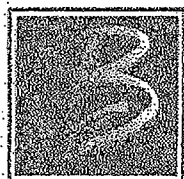
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*Stipulation of Dismissal*  
*C/A No.: 2015-CP-32-00170*



Damon C. Włodarczyk  
Attorney and Counselor at Law  
Riley Pope & Laney, LLC  
Post Office Box 11412  
Columbia, South Carolina 29211  
damonw@rplfirm.com  
*Attorneys for McKay Public Affairs, LLC*

FILED  
2016 OCT 17 AM 11:47  
BETH A. CARROLL  
CLERK OF COURT  
LEXINGTON, SC



**BURN**  
**LAW FIRM, LLC**

Stephen "Chip" Burn  
cburn@burnlawfirmllc.com

October 19, 2016

**VIA FACSIMILE and FIRST CLASS MAIL**

The Honorable Jenny Abbott Kitchings  
Clerk, South Carolina Court of Appeals  
Post Office Box 11629  
Columbia, SC 29211

RECEIVED

OCT 20 2016

SC Court of Appeals

Re: Joseph W. Owens v. Temus C. Miles, Jr., et al.  
Appellate Case No. 2016-00068

Dear Ms. Kitchings:

Please find enclosed the Settlement Agreement and Release, the Addendum to Settlement Agreement and Release, and the Stipulation of Dismissal for filing in the above-referenced case.

Note on page 4 of the Settlement Agreement and Release where the parties agree to dismissal of this case in conformity with Rule 260(b) of the South Carolina Appellate Court Rules. Please also note that this provision of the agreement serves to alter the assessment of costs under Rule 222, "with each side paying its own costs and fees." By way of this correspondence, Appellate would request an order of dismissal in accordance with the terms of this Settlement Agreement and Release.

Thank you for your assistance in this matter. Please feel free to contact me should you have any questions or concerns.

With kindest regards,

Stephen "Chip" Burn, Esquire

Enclosures

cc: David A. Anderson, Esquire (via email)  
Carmen V. Ganjehsani, Esquire (via email)

## FAX COVER SHEET

TO	Jenny A. Kitchings, Clerk of Court
COMPANY	South Carolina Court of Appeals
FAXNUMBER	18037341839
FROM	Stephen Burn
DATE	2016-10-20 13:14:08 GMT
RE	Joseph W. Owens v. Temus C. Miles, Jr., et al.

### COVER MESSAGE

Appellate Case No. 2016-00068

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**SC Court of Appeals**