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THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

RECEIVED

Marvin H. Dukes, III, Master-In-Equity and Special Circuit Court Judge
Carmen T. Mullen, Circuit Court Judge

FEB 10 2017
SC Court of Appeals

Case No. 2015-CP-07-1251

Robert E. Feldman and Lois J. Feldman. Appellants,

vs.

Gary P. Coggin, Respondent.

AFFIDAVIT PURSUANT TO RULE 240(C)(3), SCACR


Thomas A. Pendarvis (SC Bar # 064918)
Christopher W. Lempeis, Jr. (SC Bar #77012)
710 Boundary Street, Suite 1-A
Beaufort, SC 29902
843.524.9500 Tel.
Thomas@PendarvisLaw.com
Chris@PendarvisLaw.com

Counsel for Appellants, Robert E. Feldman and
Lois J. Feldman

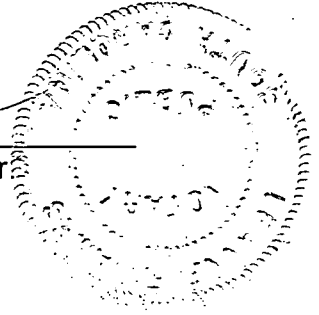
judgment, the trial court record included the motion to amend the Complaint.

8. The following day, On September 9, 2016, Judge Dukes issued a one-sentence order granting the Defendant/Respondent's Motion for Summary Judgment.
9. Plaintiffs/Appellants timely filed a Motion to Alter or Amend the Order granting the Defendant Summary Judgment.
10. Before Judge Dukes issued his Order on Appellants' Rule 52/59 motion to alter or amend judgment, the trial court record included not only Appellant's motion to amend the Complaint, but also included the fact that the motion had been heard by Judge Mullen and that Judge Mullen had not issued an Order on the motion to amend.
11. Approximately six days prior to the filing of the Rule 52/59 Motion, on September 13, 2016, undersigned counsel requested an Order from the Trial Court regarding the July 19, 2016, Motion for Leave to Amend. A series of emails followed culminating with an email forwarded on behalf of the Court on September 22, 2016, indicating that the Court would not rule on the Motion for Leave to Amend until after Appellant's successful appeal of the Order granting Summary Judgment to Defendant/Respondent Coggin. That chain of emails is included with this Affidavit as "**Exhibit 2.**"
12. While Appellants believe there are multiple grounds on which the Order granting Respondents' motion for summary judgment should be reversed, all of which are independent of the lack of a ruling on Appellants' motion to amend their Complaint, to the extent a ruling on the motion to amend the Complaint is relevant, a finding by the Circuit Court is necessary.

Further Affiant Sayeth Not.



Christopher W. Lempesis, Jr.



Sworn to and subscribed before me

this 8th day of February, 2017



Notary Public for South Carolina

My Commission Expires: 5/21/2017

EXHIBIT

1

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Robert E. Feldman and Lois J. Feldman)

Plaintiff,)

vs.)

Gary P. Coggin)

Defendant.)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT

CASE NO.: 2015 -CP-07 -01251

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

2016 JUL 19 PM 3:43
CLERK OF COUNTY S.C.

Plaintiff's Attorney: <u>Chris Lempesis</u> , Bar No. <u>77012</u> Address: <u>710 Boundary St, Suite A-1, Beaufort, SC</u> <u>29902</u> Phone: <u>843-524-9500</u> Fax <u>843-524-9501</u> E-mail: <u>Chris@PendarvisLaw.Com</u> Other:	Defendant's Attorney: _____, 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 to Ammend
 Estimated Time Needed: 15 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.

_____ July 15, 2016
 Signature of Attorney for Plaintiff / Defendant Date submitted

SECTION III: Motion Fee

PAID - AMOUNT: \$ \$25.00
 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, SCRPC)
- 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: \$ _____

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2015-CP-07-1251

Robert E. Feldman and Lois J. Feldman,
Plaintiffs,

vs.

Gary P. Coggin,
Defendant.

**PLAINTIFFS' NOTICE OF
MOTION AND MOTION FOR
LEAVE TO FILE AMENDED
VERIFIED COMPLAINT**

2016 JUL 19 PM 3:44
CLERK OF COURT
JUDICIAL CIRCUIT
FOURTEENTH JUDICIAL CIRCUIT
SOUTH CAROLINA

To: M. DAWES COOK, JR., J.D. AND JEFFREY M. BOGDAN, J.D., COUNSEL FOR
DEFENDANT:

NOTICE

YOU WILL PLEASE TAKE NOTICE that Plaintiffs, Robert E. Feldman and Lois J. Feldman, by and through the undersigned attorneys, will move ten days after service of this motion or as soon thereafter as counsel can be heard, for an Order pursuant to Rule 15, SCRPC, to amend their Verified Complaint.

MOTION

The grounds for this motion are stated as follows:

Rule 15(a) of the South Carolina Rules of Civil Procedure provides that more than 30 days after a responsive pleading is served, "a party may amend his pleading only by leave of court or by written consent of the adverse party" Although requested to consent to the amendment of Plaintiffs' pleadings, Defendant Gary Coggin, the motions, responses, and actions of Defendant Coggin demonstrate he has not consented to the filing and service of the Amended Complaint.

Rule 15(a), SCRPC, provides that "leave [to amend] shall be freely given when justice so requires and does not prejudice any other party." Rule 15(a), SCRPC, permits a plaintiff to add, modify, or change existing claims against an existing defendant. *Valentine v. Davis*, 319 S.C. 169, 460 S.E.2d 218 (Ct. App. 1995). The additional and/or modified allegations directed toward Defendant, as set forth in Exhibit 1, are well within the purview of acceptable amended pleadings under Rule 15(a), SCRPC. Rule 15(a) has been interpreted "to strongly favor amendments where the moving party has not been guilty of bad faith and is not acting for the purpose of delay, the opposing party will not be unduly prejudiced, and the trial of the issues will not be unduly prejudiced." *Forrester v. Smith & Steele Builders, Inc.*, 295 S.C. 504, 369 S.E.2d 156, 157 (Ct. App. 1988) (citations omitted). There are no allegations that Plaintiffs' motion to amend is in bad faith, for the purpose of delay, will prejudice Defendant Coggin, or will prejudice the trial of this case. *Shelton v. Southern Railroad Co.*, 86 S.C. 98, 67 S.E. 899 (1910) (party opposing motion to amend has burden of establishing prejudice). Plaintiffs' motion should be granted. See *Forrester v. Smith & Steele Builders, Inc.*, 295 S.C. 504, 369 S.E.2d 156 (Ct. App. 1988) ("... leave to amend shall be freely given when justice so requires and does not prejudice any other party.").

This case is subject to a Consent Scheduling Order filed with the Court on June 17, 2016, which requires Plaintiffs to identify expert witnesses for trial not later than August 1, 2016; and that discovery be completed not later than December 1, 2016. Plaintiffs are well within the time frame established in said Consent Scheduling Order to conduct discovery and to amend pleadings as a result of facts gleaned from discovery. In fact, in a pleading

signed on March 16, 2016, Defendant took the position that discovery in this matter would take more than a year from that date to complete so there is obviously, from Defendant's perspective, still much discovery to be conducted and as a result plenty of time to allow Defendant to conduct discovery to address the amendments contained in the proposed Amended Complaint. See Defendant's "Response to Request for a Scheduling Order" ("The remaining discovery necessary to get this case ready for trial will likely take over a year to complete." *Id.* at pg. 5, 6). Defendant Coggin is already aware of the allegations regarding his negligence resulting in diminution of settlement value as he was questioned and testified as to his role in diminution of settlement value in his deposition conducted on June 8, 2016, and which is on file with the Court.

WHEREFORE, on the bases of all of the foregoing, Plaintiffs Robert E. Feldman and Lois J. Feldman pray that this Court allow them to file the proposed *Amended Verified Complaint* attached to this motion to amend as Exhibit 1.

Respectfully submitted,



Thomas A. Pendarvis (SC Bar # 064918)
Christopher W. Lempesis, Jr. (SC Bar #77012)
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Beaufort, SC 29902-4188
843.524.9500
Thomas@PendarvisLaw.com
Chris@PendarvisLaw.com

Counsel for Plaintiffs

Beaufort, South Carolina

July 7, 2016

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2015-CP-07-01251

Robert E. Feldman and Lois J. Feldman,
Plaintiffs,

vs.

Gary P. Coggin,
Defendant.

**AMENDED
VERIFIED COMPLAINT
(Jury Trial Demanded)**

(Legal Professional Negligence)
(Breach of Contract)

Plaintiffs, Robert E. Feldman and Lois J. Feldman, complaining of Defendant, Gary P. Coggin, would respectfully show unto the Court as follows:

SUMMARY OF THE CASE

1. This legal malpractice action centers upon the Defendant lawyer's professional negligence while representing his clients on claims arising from a motor vehicle collision in 2010. The Defendant lawyer's acts and omissions, including failing to perfect service of process on the defendant at-fault driver, allowed the statute of limitations to expire on his clients' claims. In addition, the Defendant lawyer's acts and omissions in not properly preparing the underlying case greatly reduced and compromised the value of the case. Allowing the statute of limitations to expire, and otherwise failing to properly prepare the case resulted in Feldman's inability to recover a significant portion of the \$500,000 in available underinsured insurance proceeds that, but for the Defendant lawyer's acts and omissions, would have been paid by their carrier to compensate them for personal injuries, medical expenses, lost wages, and loss of consortium claims arising from their injuries caused by the at-fault driver.

PARTIES

2. Defendant, Gary P. Coggin, is, upon information and belief, a citizen and resident of Beaufort County, South Carolina, and is an lawyer licensed to practice law in this State.
3. Plaintiff, Robert E. Feldman, is a resident of Beaufort County, South Carolina.
4. Plaintiff, Lois J. Feldman, is a resident of Beaufort County, South Carolina.

JURISDICTION

5. This Court has jurisdiction over these matters based upon Article V of the South Carolina Constitution, S.C. CODE ANN. §§ 36-2-802 and 36-2-803 (1976), and its plenary powers.

VENUE

6. Venue is proper in Beaufort County as it is, upon information and belief, the county of residence for Defendant, Gary P. Coggin.

FACTS

7. Defendant, Gary P. Coggin ("Coggin"), is a lawyer licensed to practice law in South Carolina.
8. Coggin accepted the representation of Plaintiffs, Robert E. Feldman and Lois J. Feldman ("Bob Feldman," "Lois Feldman," or collectively, "the Feldmans"), on their personal injury and loss of consortium claims against an at-fault driver, Sarah Dickenson ("Dickenson"), arising from a motor vehicle accident that occurred on October 9, 2010.
9. On October 9, 2010, Dickenson failed to properly control her motor vehicle while traveling on US 278 in Beaufort County, South Carolina, and was at fault in causing a collision with a vehicle driven by Bob Feldman, which caused Bob Feldman to suffer

substantial personal injuries, incur medical expenses, and incur lost wages, all of which gave rise to valuable personal injury and loss of consortium claims in favor of the Feldmans.

10. Bob Feldman's present medical specials alone exceed \$150,000, he has substantial future medical needs, he has substantial lost wages, and he has sustained other financial losses.

11. As part of the representation, Coggin obtained copies of the medical specials, substantial future medicals, and some materials showing Bob Feldman's substantial loss wages, and other financial losses.

12. Dickenson had \$100,000 of available liability insurance coverage for the Feldmans' claims.

13. The Feldmans had \$500,000 in under insurance (UIM) coverage with Liberty Mutual Insurance Company ("Liberty") available for injuries sustained and claims arising from the collision caused by Dickenson.

14. To get their consent to settle for only \$85,000 of Dickenson's \$100,000 liability coverage, Coggin recommended they settle for 85,000 and assured the Feldmans that he would recover the available \$500,000 in UIM coverage under the Feldmans' policy issued by Liberty. Based on Coggin's assurances, the Feldmans authorized the settlement with Dickenson and her liability carrier.

15. Coggin did not prepare or provide documents to the insurance adjuster nor defense counsel in the UIM case that actually demonstrated the lost wages of Mr. Feldman, despite Coggin having such documentation by way of, among other items, tax returns of Mr. Feldman.

16. Coggin did not timely attempt to procure nor timely recommend that the Feldmans procure services of key expert witnesses be utilized to establish Mr. Feldman's lost wages, medical expenses, nor the anticipated future costs of Mr. Feldman's medical treatment during his representation of the Feldmans.

17. Coggin settled the Feldmans' claims for only \$85,000 of Dickenson's \$100,000 available liability coverage.

18. On or about October 29, 2012, Coggin filed suit on behalf of the Feldmans against Dickenson in the Beaufort County Court of Common Pleas in a matter styled, *Robert Feldman & Lois Feldman vs. Sarah Dickenson*, C.A. # 2012-CP-07-3800 ("the Underlying Lawsuit") alleging claims for negligence and loss of consortium, and including an *ad damnum* clause seeking a total of \$525,000 in damages.

19. On or about November 29, 2012, Coggin provided copies of the Underlying Lawsuit papers to Liberty.

20. To commence the Underlying Lawsuit under South Carolina common law and Rule 3(a), SCRCP, Coggin was required to file the lawsuit with the clerk of court and accomplish service of process on Dickenson within the statute limitations in any manner prescribed by law or, if Dickenson was not served within the statute limitations, actual service was required to be accomplished no later than 120 days of the date of filing, which was on or before February 26, 2013.

21. Once service of process has been accomplished, Rule 4(g), SCRCP, required the person serving process to make a proof of service in the form of an affidavit stating, among other things, the date, time and place of service. Rule 4(g), SCRCP, also required Coggin to file proof of service with the Clerk of Court.

22. Coggin did not commence the Underlying Lawsuit.
23. Coggin did not commence the Underlying Lawsuit within the applicable statute of limitations because Dickenson was not served within the statute limitations and actual service of process was not accomplished before February 26, 2013.
24. Coggin did not at any point obtain an affidavit or other sworn statement by any individual establishing proof of service of process on Dickenson through personal service pursuant to Rule 4(d), SCRCP.
25. Coggin did not at any point obtain service of process on Dickenson through a statute or an order of court pursuant to Rule 4(e), SCRCP.
26. Coggin did not at any point obtain service of process on Dickenson anywhere within the United States pursuant to Rule 4(h), SCRCP.
27. Coggin did not at any point obtain service of process on Dickenson by an acceptance of service pursuant to Rule 4(j), SCRCP.
28. Coggin did not at any point obtain service of process on Dickenson by publication pursuant to S.C. CODE ANN. §§15-9-15 and 15-9-710.
29. Coggin did not at any point file any documents or an affidavit by an individual establishing proof of service of process on Dickenson by delivering a copy of the summons and complaint personally or by any other means.
30. Liberty retained counsel to represent Dickenson in the Underlying Lawsuit.
31. On October 9, 2013, the statute of limitations expired on the Feldmans' claims against Dickenson.
32. On or about May 5, 2014, Coggin sent a letter to a third-party concerning the Feldmans' claims stating, among other things, about Mr. Feldman's claim that "this does

not include loss of work, loss of enjoyment of life and pain and suffering. If we would consider this, the demand on UIM is \$300,000 to \$350,000." Coggin further represented that Ms. Feldman's loss of consortium claim was valued at \$100,000.

33. Coggin represented the Feldmans during a mediation of the UIM case on Tuesday, May 6, 2014.

34. In or around September, 2014, upon information and belief, counsel for Dickenson advised Coggin of their plan to file a motion to dismiss based on Coggin's failure to serve Dickenson with process, and, upon information and belief, extending on behalf of Liberty a \$25,000 offer to settle to avoid having to litigate the dispute further and because the Feldmans were their insureds.

35. On or about September 15, 2014, Coggin sent a letter to the Feldmans "advis[ing] you to settle the matter at hand for the \$25,000 that has been offered," notwithstanding his prior pleadings and representations valuing the combined claims between \$450,000 and \$525,000.

36. On October 8, 2014, almost 2 years after the Underlying Lawsuit had been filed and almost 1 year after the statute of limitations had expired, counsel for Dickenson filed a motion to dismiss pursuant to Rule 12(b)(4) and 12(b)(5), SCRCP, stating, "Although Plaintiffs filed a lawsuit within the applicable statute of limitations, Plaintiffs have failed to serve the Defendant within the applicable time period. To date, upon information and belief, the Defendant still has not been served with this lawsuit."

37. After the motion to dismiss had been filed and after the statute of limitations had expired on their claims against Dickeson but before the hearing on the motion to dismiss,

the Feldmans were terminated Coggin's representation of them and retained other counsel to take over the representation.

38. Coggin attempted to get an Affidavit of Service from the process server to indicate that the at-fault driver had actually been served the Complaint in the UIM case, however, Coggin was not able to get such an Affidavit because no such process server could be identified.

39. There was no proof of service or any other evidence that service of process on Dickenson had been accomplished in the files that Coggin delivered to the Feldmans' new counsel.

40. In several communications, including Coggin's response to a subpoena, Coggin indicated that the entire file had been delivered and that Coggin had no other documents related to his representation of the Feldmans. The file did not contain proof of service of process on Dickenson.

41. Throughout the approximately four years that Coggin represented the Feldmans, Coggin never provided information to the UIM adjuster nor counsel for the UIM carrier to substantiate Mr. Feldman's lost wages.

42. Throughout the approximately four years that Coggin represented the Feldmans, Coggin did not prepare the Feldman's file for trial.

43. Throughout the approximately four years that Coggin represented the Feldmans, Coggin did not procure expert witnesses necessary to properly prepare the Feldmans' claims for settlement or trial. Coggin did not supply needed information to UIM counsel regarding lost wages, medical expenses, nor future medical expenses.

44. Liberty paid the Feldmans a mere \$25,000 of the available \$500,000 in UIM coverage to settle the Feldmans' claims against Dickenson and the UIM policy.

45. Based on communications from Defendant Coggin urging the Feldmans to accept \$25,000.00, and the outcome of the January 6, 2015 hearing on the Motion to Dismiss, the Feldmans knew and understood that it was virtually certain that Dickenson's motion to dismiss on statute of limitations grounds would be granted. Liberty would not be required to pay the \$500,000 policy limits under the UIM policy because Coggin, as the Feldmans' legal counsel, did not satisfy the requirements of S.C. CODE ANN. § 38-77-160 by timely and properly commencing a lawsuit and obtaining a judgment against Dickenson. Based on all of the foregoing, the Feldmans agreed to settle their claims for only \$25,000 of the available \$500,000 in UIM coverage to mitigate the damages caused by Coggin's failure to commence the Underlying Lawsuit within the time period allowed by the applicable statute of limitations, the South Carolina Rules of Civil Procedure, and South Carolina common law.

46. Coggin is liable to his clients, the Feldmans, as a direct and proximate result of not performing his professional duties to:

- a. timely commence a lawsuit on their behalf before permitting a statutory time limitation to bar the Feldmans' claims against Dickenson;**
- b. timely and properly prepare the lawsuit for settlement negotiations, mediation, and trial;**
- c. timely and properly advise the Feldmans to secure the appropriate expert evaluations and participation to establish lost wages, and current and future medical care expenses; and**

d. timely and properly supply all relevant documentation to support Mr. Feldman's claims for lost wages, and current and future medical expenses.

47. Had Coggin met the standard of care by performing his professional duties to timely commence a lawsuit, timely and properly prepare the lawsuit for settlement negotiations, mediation, and trial; timely and properly advise the Feldmans to secure the appropriate expert evaluations and participation to establish lost wages, and current and future medical care expenses; and timely and properly supply all relevant documentation to support Mr. Feldman's claims for lost wages, and current and future medical expenses; it is more likely than not that the Feldmans would have recovered the entire amount of the \$500,000 UIM policy from Liberty.

FOR A FIRST CAUSE OF ACTION
(Legal Professional Negligence)

48. The foregoing factual and jurisdictional allegations are reiterated and realleged as though set forth verbatim.

49. At all times relevant hereto, a lawyer-client relationship existed between Coggin and the Feldmans.

50. Coggin owed duties to the Feldmans, including the duty the duty to protect, preserve and advance the rights and interests of the Feldmans by possessing and exercising that degree of care, skill, and learning which other reasonable and competent lawyers would be expected to possess and exercise under the same or similar circumstances; and in the following particulars, duties:

- a. to represent and protect the Feldmans' interests by timely commencing a lawsuit on their behalf before permitting a statutory time limitation to bar the Feldmans' claims against Dickenson;
- b. to timely and properly prepare the lawsuit for settlement negotiations, mediation, and trial;
- c. to timely and properly advise the Feldmans to secure the appropriate expert evaluations and participation to establish lost wages, and current and future medical care expenses; and
- d. to timely and properly supply all relevant documentation to support Mr. Feldman's claims for lost wages, and current and future medical expenses.

51. Coggin failed to meet the minimum standard of care thereby breaching his professional duties to the Feldmans and otherwise acted in a negligent, grossly negligent, willful, wanton and reckless manner by:

- a. failing to timely commence a lawsuit on their behalf before permitting a statutory time limitation to bar the Feldmans' claims against Dickenson; and by failing to adequately prepare the case for settlement discussions, mediation, and trial.
- b. failing to timely and properly prepare the lawsuit for settlement negotiations, mediation, and trial;
- c. failing to timely and properly advise the Feldmans to secure the appropriate expert evaluations and participation to establish lost wages, and current and future medical care expenses;

- d. **falling to timely and properly supply all relevant documentation to support Mr. Feldman's claims for lost wages, and current and future medical expenses; and**
- e. **falling to protect, preserve and advance the rights and interests of the Feldmans by possessing and exercising that degree of care, skill, and learning which other reasonable and competent lawyers would be expected to possess and exercise under the same or similar circumstances**

52. Coggin failed to meet the minimum standard of care thereby breaching his professional duties to the Feldmans by other such particulars as the evidence in this case may demonstrate.

53. As a direct and proximate result Coggin's breach of his professional duties by the actions and omissions as specified herein, the Feldmans sustained actual, consequential, and incidental damages in an amount to be determined by the jury at the trial of this case.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

54. The foregoing factual and jurisdictional allegations are reiterated and realleged as though set forth verbatim.

55. Coggin entered into a contract with the Feldmans, the terms of which Coggin agreed and contracted to provide competent and prudent legal services.

56. The Feldmans fulfilled all necessary preconditions, if any, of the contract with Coggin.

57. By virtue of their contract, Coggin owed duties to the Feldmans, including the duty to protect, preserve and advance the rights and interests of the Feldmans by possessing

and exercising that degree of care, skill, and learning which other reasonable and competent lawyers would be expected to possess and exercise under the same or similar circumstances.

58. Coggin failed to meet the minimum standard of care by failing to timely commence a lawsuit on their behalf before permitting a statutory time limitation to bar the Feldmans' claims against Dickenson thereby breaching his contractual duties to the Feldmans.

59. Coggin failed to meet the minimum standard of care by:

- a. failing to timely and properly prepare the lawsuit for settlement negotiations, mediation, and trial;
- b. failing to timely and properly advise the Feldmans to secure the appropriate expert evaluations and participation to establish lost wages, and current and future medical care expenses; and
- c. failing to timely and properly supply all relevant documentation to support Mr. Feldman's claims for lost wages, and current and future medical expenses.
- d. failing to protect, preserve and advance the rights and interests of the Feldmans by possessing and exercising that degree of care, skill, and learning which other reasonable and competent lawyers would be expected to possess and exercise under the same or similar circumstances

60. Coggin failed to meet the minimum standard of care thereby breaching his contractual duties to the Feldmans by other such particulars as the evidence in this case may demonstrate.

61. As a direct and proximate result of Coggin's breach of his contractual duties by the actions and omissions as specified herein, the Feldmans sustained actual, consequential, and incidental damages in an amount to be determined by the jury at the trial of this case.

TRIAL BY JURY.

62. The Feldmans demand a jury trial on all claims and issues so triable.

EXPERT AFFIDAVIT

63. Pursuant to S.C. CODE ANN. § 15-36-100(B) (2006), attached hereto and incorporated herein by reference as **Exhibit 1**, is the affidavit of Samuel C. Bauer, J.D., an expert witness and lawyer with experience in handling personal injury matters, which specifies at least one negligent act or omission claimed to exist and the factual basis for each claim based on the available evidence at the time of the filing of the affidavit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, Robert E. Feldman and Lois J. Feldman, pray for judgment against Defendant, Gary P. Coggin, for all actual damages, consequential damages, and incidental damages, and for prejudgment interest, all in an amount to be more specifically proven at trial, and the costs of this action, and for such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,

Thomas A. Pendarvis (SC Bar # 064918)
Christopher W. Lempeis, Jr. (SC Bar #77012)
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710 Boundary St., Unit A1
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Thomas@PendarvisLaw.com
Chris@PendarvisLaw.com

Counsel for Plaintiffs

Beaufort, South Carolina

July 7, 2016

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO. 2015-CP-07-

Robert E. Feldman and Lois J. Feldman,
Plaintiffs,

vs.

Gary P. Coggin,
Defendant.

**VERIFICATION OF THE
AMENDED COMPLAINT**

PERSONALLY appeared before me, Robert E. Feldman, who, first being duly sworn, says: that he is a Plaintiff in the foregoing action; that he has read the foregoing Complaint; that the statements contained therein are true to the best of his knowledge except as to those stated to be based upon information and belief, as to which, he believes such matters to be true.

Robert E. Feldman

SWORN to before me this
_____ day of July, 2016

NOTARY PUBLIC FOR SOUTH CAROLINA

My commission expires _____

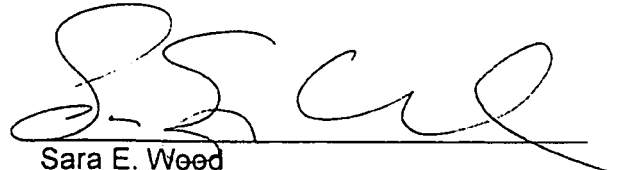
STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	Civil Action No.:2015-CP-07-1251
)	
Robert E. Feldman and Lois J. Feldman,)	
)	
Plaintiffs,)	
v.)	
)	Certificate of Service
Gary P. Coggin,)	
)	
Defendants.)	
)	
)	
)	
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)	

2016 JUL 19 PM 3:44
 JERRI ANN ROSEHEAD
 BEAUFORT COUNTY, S.C.
 CLERK OF COURT

I, Sara E. Wood, paralegal for Pendarvis Law Offices, PC, hereby certify that I have served the document(s) listed below upon all counsel of record by emailing and mailing a copy of same, postage prepaid and return address clearly indicated on said envelope, to said counsel at the following address:

M. Dawes Cook, Jr., J.D.
 Jeffery M. Bogdan, J.D.
 BARNWELL, WHALEY PATTERSON &
 HELMS, LLC
 PO Drawer H
 Charleston, SC 29402-0197
mdc@barnwell-whaley.com
jbogdan@barnwell-whaley.com

Documents Served: PLAINTIFFS' SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT


 Sara E. Wood

Beaufort, South Carolina
 July 15, 2016

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)
Robert E. Feldman and Lois J. Feldman,)
Plaintiffs,)
v.)
Gary P. Coggin,)
Defendants.)

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) Civil Action No.:2015-CP-07-1251

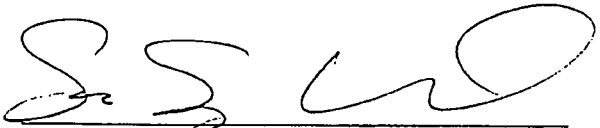
**Amended
Certificate of Service**

2016 JUL 20 PM 1:30
JERRI ANN ROSENEAU
CLERK OF COURT
BEAUFORT COUNTY, S.C.

I, Sara E. Wood, paralegal for Pendarvis Law Offices, PC, hereby certify that I have served the document(s) listed below upon all counsel of record by emailing and mailing a copy of same, postage prepaid and return address clearly indicated on said envelope, to said counsel at the following address:

M. Dawes Cook, Jr., J.D.
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Documents Served: ~~PLAINTIFFS' SUPPLEMENTAL MEMORANDUM IN OPPOSITION TO
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
PLAINTIFFS' NOTICE OF MOTION AND MOTION FOR LEAVE
TO FILE AMENDED VERIFIED COMPLAINT~~


Sara E. Wood

Beaufort, South Carolina
July 15, 2016