

STATE OF SOUTH CAROLINA
COUNTY OF WILLIAMSBURG

) IN THE COURT OF COMMON PLEAS
) C/A NO.: 2017-CP-45-224

2017 APR 31 PM 4:13

April Grant Mack as Personal Representative
of the Estate of Barrett Demetric Jeremiah
Mack,

Plaintiff/Petitioner,

vs.

Estate of Harry Washington,

Defendant/Respondent.

ORDER APPROVING SETTLEMENT
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SC Court of Appeals

This matter was heard before the Court on March 29, 2017 upon the verified Petition of Plaintiff/Petitioner, April Grant Mack, duly appointed Personal Representative of the Estate of Barrett Demetric Jeremiah Mack, seeking approval of a settlement agreement for the alleged wrongful death and conscious pain and suffering of Decedent.

Present in the chambers to the courtroom and appearing before the Court are April Grant Mack, Personal Representative of the Estate of Barrett Demetric Jeremiah Mack and Petitioner of the referenced Petition, her attorney, Ronnie A. Sabb and Kimberly Barr, Esquires, and Jonathan M. Robinson, Esquire, attorney for State Farm Mutual Automobile Insurance Company (hereinafter referred to as State Farm), and Ashley B. Nance, attorney for Government Employees Insurance Company (hereinafter referred to as GEICO).

This matter arises out of a car accident that occurred on or about July 1, 2016 in Williamsburg County, South Carolina. Decedent, Barrett Demetric Jeremiah Mack (aka Barrett Demetric Mack), was a passenger in a vehicle operated by Harry Washington that was involved in a single vehicle accident. Decedent died on July 1, 2016 at the scene of the accident.

The vehicle driven by Harry Washington was owned by EAN Holdings, LLC and was a rental vehicle under contract with Latasha Thomas and Enterprise Leasing Company at the time of the accident. Upon information and belief Harry Washington was an unauthorized driver under the contract between Enterprise Leasing Company and Latasha Thomas.

It appears that at the time of the accident Harry Washington was insured by State Farm Mutual Automobile Insurance (hereinafter referred to as State Farm) under Policy No.5411-334-40A, with coverage available under the liability provisions in the amount of Twenty Five Thousand Dollars and no/100 Dollars (\$25,000.00), and coverage available under the underinsured motorist (UIM) provisions in the amount of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) per person and Fifty Thousand and no/100 Dollars (\$50,000.00) per accident.

It appears that State Farm has offered to pay the liability and underinsured policy limits (\$25,000.00 each coverage) for a total sum of Fifty Thousand and no/100 Dollars (\$50,000.00) to Petitioner for the benefit of the Estate of Barrett Demetric Jeremiah Mack and the statutory beneficiaries of Decedent in exchange for a Covenant Not To Execute for the liability and underinsured motorist coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Barrett Demetric Jeremiah Mack or on behalf of the statutory beneficiaries of Decedent against Harry Washington and State Farm and its insureds, and their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Barrett Demetric Jeremiah Mack.

The Decedent was also covered by a policy of insurance issued to April Grant by Government Employees Insurance Company ("GEICO") with underinsured motorist coverage limits in the amount of Twenty-five Thousand and 00/100 (\$25,000.00) Dollars.

GEICO has offered to pay the total sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) of underinsured motorist coverage to Petitioner for the benefit of the Estate of Barrett Demetric Jeremiah Mack and the statutory beneficiaries of Decedent in exchange for a Policy Release for the underinsured motorist coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Barrett Demetric Jeremiah Mack or on behalf of the statutory beneficiaries of Decedent against Harry Washington and State Farm and its insureds and GEICO, their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Barrett Demetric Jeremiah Mack.

It appears that Decedent is survived by his wife, April G. Mack, and his children, Jeremiah Mack and Jaqai Mack and that they are the statutory beneficiaries of Decedent under S.C. Code Ann. §15-51-20 for the wrongful death of Decedent. Further, because Decedent died intestate, any damages recovered for any conscious pain and suffering of Decedent will likewise be distributed by intestate succession as set forth above.

Petitioner, as Personal Representative of the Estate of Barrett Demetric Jeremiah Mack, has retained the advice and counsel of Ronnie A. Sabb, Esquire, of Sabb Law Group, LLC in Kingstree, South Carolina in order to fully protect the rights of Petitioner and the Estate of Barrett Demetric Jeremiah Mack.

Petitioner is aware that Necole Binyard by and through her attorney William J. Barr has filed a Creditor's Claim in the Estate of Barrett Demetric Jeremiah Mack, Case No. 2016-ES-45-188.

Petitioner is aware that Necole Binyard by and through her attorney William J. Barr has filed a declaratory judgment action in the Court of Common Pleas, Williamsburg County, Civil Action No. 2017-CP-45-00166 entitled Necole Binyard vs. April Grant as personal Representative of the Estate of Barrett Demetric Jeremiah Mack, and State Farm Inc.

As a result of this accident, the Personal Representative on behalf of the Estate of Barrett Demetric Jeremiah Mack has incurred medical bills, liens and expenses as follows:

Henryhand Funeral Home	\$ 4,850.00
Attorney Fees- Sabb Law Group, L.L.C.	\$25,000.00
Costs	\$ 115.00

Petitioner is aware that other claims may exist against the Estate of Barrett Demetric Jeremiah Mack.

The net proceeds of the settlement after the payment of attorney's fees and costs are to be allocated 90% to the wrongful death claim and 10% to the survival action claim.

Petitioner agrees that the Estate of Barrett Demetric Jeremiah Mack shall be responsible for paying any and all additional outstanding bills of medical providers, funeral expenses or other providers on behalf of Decedent and/or the Estate of Barrett Demetric Jeremiah Mack. Petitioner further agrees that the Estate will be solely responsible for satisfying any and all medical, funeral or other liens held by any and all third-party medical or other providers, should they exist, and that these outstanding bills and liens will be satisfied out of the proceeds of this settlement, and that that Harry Washington and State Farm and its insureds and GEICO, and their agents, servants, employees, successors, heirs, executors, administrators and assigns, will not be responsible for these bills, expenses or liens.

It also appears that, pursuant to S.C. Code Ann. §15-51-42(E) (Supp. 2002), upon approval of this Petition by this Court, Harry Washington and State Farm and its insureds and GEICO, and their agents, servants, employees, successors, heirs, executors, administrators and assigns and all others protected by the terms of the settlement shall be relieved and discharged from further liability for the distribution of the settlement proceeds and shall have no obligation or legal duty to see to the appropriate or proper distribution of the same and shall be fully discharged from any further liability in connection with the action or actions.

Petitioner has carefully considered the facts and circumstances herein. Petitioner is aware of the uncertainties of litigation and believes that the offers, under the circumstances, are fair and equitable and should be accepted without the additional delay and expense of further litigation.

In determining the propriety of the proposed settlement, this Court has considered those facts necessary and proper for said determination as set forth in S.C. Code Ann. § 15-51-42 (B) (2005).

Based upon the foregoing, I find as follows:

1. The Court has jurisdiction in this matter.
2. The pleadings were prepared by Jonathan M. Robinson, attorney for Harry Washington and State Farm, of DuBose- Robinson, PC in Camden, South Carolina and Ashley Nance, attorney for GEICO.
3. Petitioner April Grant Mack is the Personal Representative of the Estate of Barrett Demetric Jeremiah Mack and is represented by Ronnie A. Sabb and Kimberly Barr, Esquires, of Sabb Law Group, LLC in Kingstree, South Carolina.

4. The statutory beneficiaries of Decedent under the S.C. Wrongful Death Statute are his wife, April G. Mack, and his children, Jeremiah Mack and Jaqai Mack. Further, and in consonance with S.C. Code Ann. §15-5-90 (2005) since Decedent died intestate, any damages recovered for any conscious pain and suffering of Decedent will likewise be distributed by intestate succession as set forth above.

5. In order to settle the wrongful death and survival action claim made by Petitioner, State Farm has offered to pay the total sum of Fifty Thousand and no/100 Dollars (\$50,000.00) to Petitioner for the benefit of the Estate of Barrett Demetric Jeremiah Mack and the statutory beneficiaries of Decedent in exchange for a Covenant Not to Execute for the liability and underinsured motorist coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Barrett Demetric Jeremiah Mack or on behalf of the statutory beneficiaries of Decedent against Harry Washington and State Farm and its insureds, and their agents, servants, employees, successors, heirs, executors, administrators and assigns, because of the injury to and subsequent death of Barrett Demetric Jeremiah Mack.

6. GEICO has offered to pay the total sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) of underinsured motorist coverage to Petitioner for the benefit of the Estate of Barrett Demetric Jeremiah Mack and the statutory beneficiaries of Decedent in exchange for a Policy Release for the underinsured motorist coverage with regard to any and all claims arising out of the wrongful death and/or survivorship of Decedent or otherwise, which might be asserted by the Personal Representative on behalf of the Estate of Barrett Demetric Jeremiah Mack or on behalf of the statutory beneficiaries of Decedent against Harry Washington and State Farm and its insureds and GEICO, and their agents, servants, employees, successors, heirs, executors,

administrators and assigns, because of the injury to and subsequent death of Barrett Demetric Jeremiah Mack.

7. The net proceeds of the settlement after the payment of attorney's fees and costs are to be allocated 90% to the wrongful death claim and 10% to the survival action claim.

8. These settlement offers are proper, reasonable and in the best interests of the Estate of Barrett Demetric Jeremiah Mack and the statutory heirs-at-law.

9. The total sum of Seventy-five Thousand and no/100 Dollars (\$75,000.00) is to be distributed to April Grant Mack as Personal Representative for the Estate of Barrett Demetric Jeremiah Mack.

10. April Grant Mack, as Personal Representative for the Estate of Barrett Demetric Jeremiah Mack, is given full authority to sign a Covenant Not to Execute in favor of Harry Washington and State Farm, and any other documents necessary to consummate this settlement.

11. It is further ordered that the settlement funds shall be allocated and disbursed as outlined above and that Petitioner shall be responsible for the proper distribution of the aforementioned proceeds among the wrongful death and survival claim beneficiaries in accordance with the law. Those persons and entities protected by the contemplated Covenant Not to Execute and/or Release are relieved and discharged from any and all liability with respect to the proper distribution of the aforementioned proceeds.

AND IT IS SO ORDERED.

J. W. [Signature], South Carolina

March 31, 2017

[Signature]
JUDGE, THIRD JUDICIAL CIRCUIT