

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

South Carolina Farm Bureau Mutual
Insurance Company,

Plaintiff,

vs.

Johnnie Ann Carroll,

Defendant.

IN THE COURT OF COMMON PLEAS

Case No. 2017-CP-38-00299

ORDER

FILED FOR RECORD
MINNIE R. CLARK
2018 FEB 27 P 10
CLERK OF COURT
ORANGEBURG COUNTY, SC
RECEIVED

FEB 05 2018

SC Court of Appeals

On October 12, 2017, this matter came before the Court upon a Motions for Joinder of Public Adjuster, Robert (Dan) Cox and Tech to Go, LLC to be added as Defendants in this action pursuant to S.C.R.C.P. 17(a), 19(a), 20(a), 21 and 22. Karl S. Brehmer appeared on behalf of Plaintiff, South Carolina Farm Bureau Mutual Insurance Company. Robert (Dan) Cox appeared on behalf of Robert (Dan) Cox and Tech To Go, LLC. Robert (Dan) Cox is not a licensed attorney. Mr. Cox represents that he is a licensed public adjuster and he is the sole managing member of Tech To Go, LLC, a South Carolina limited liability corporation. Mr. Cox argued that Robert (Dan) Cox and/or Tech To Go, LLC were the appropriate parties in interest because Tech To Go, LLC has an assignment for post-loss benefits, proceeds and damages for Defendant Johnny Ann Carroll's claim. Mr. Cox presented a document captioned: Assignment of Post-Loss Benefits, Proceeds and Damages which purports to be an assignment of Johnny Ann Carroll's claim against her homeowner's insurance carrier, "Farm Bureau." The assignment appears to be signed by someone purporting to be Johnny Ann Carroll and Robert M. Cox, on behalf of Robert M. Cox and Tech To Go, LLC. The document is dated February 28, 2017.

JBH #1

Plaintiff argued the document is not a valid assignment against South Carolina Farm Bureau Mutual Insurance Company because the assignment states it is against Farm Bureau. Farm Bureau is not an existing South Carolina corporation nor is it a party to this action. Furthermore, pursuant to the terms and conditions of the policy of insurance between Johnny Ann Carroll and South Carolina Farm Bureau Mutual Insurance Company, the conditions of the policy under Paragraph 9 – Assignments clearly states that assignment of the policy will not be valid unless South Carolina Farm Bureau Mutual Insurance Company gives written consent. The obligations between Johnny Ann Carroll and South Carolina Farm Bureau Mutual Insurance Company arise because of the terms and conditions of the contract. Johnny Ann Carroll can assign no greater rights under the terms and conditions of the policy than she had under the terms of the policy. The terms and conditions of the policy have a precursor element for assignment, which is the written consent of South Carolina Farm Bureau Mutual Insurance Company. There is no evidence that South Carolina Farm Bureau Mutual Insurance Company has given written consent to any such assignment of its insured, Johnny Ann Carroll's claim and Robert (Dan) Cox and Tech To Go, LLC do not have a valid assignment and are not proper parties to be added to this case.

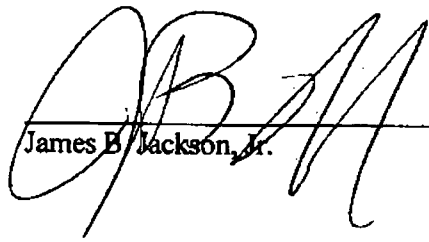
Additionally, Robert (Dan) Cox is cautioned that he is practicing law without a license and he has been directed by the Court not to appear before this Court without legal representation for himself and Tech To Go, LLC.

IT IS ORDERED, ADJUDGED AND DECREED that the Motions for Joinder of Public Adjuster, Robert (Dan) Cox and Tech To Go, LLC are denied.

QBM #2

IT IS SO ORDERED.

November 15, 2017


James B. Jackson, Jr.

OBA #3