

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON

COURT OF COMMON PLEAS

THE HONORABLE MAITE' MURPHY, CIRCUIT COURT JUDGE

RECEIVED  
MAY 01 2018  
SC Court of Appeals

Case No. 2014-CP-10-7597

APPELLATE CASE NO.: 2018-000143

CPM FEDERAL CREDIT UNION,.....Appellant,

v.

GEORGE W. LOCKWOOD and  
SARAH P. THACKSTON,..... Respondents.

**APPELLANT'S MOTION TO STAY APPEAL AND FOR REMAND TO CIRCUIT COURT FOR LIMITED PURPOSE OF CONSIDERING MOTIONS TO COMPEL SETTLEMENT AND TO VACATE ORDER AWARDING SANCTIONS**

The Appellant, CPM Federal Credit Union, moves for a stay of all proceedings in this appeal and for remand to the Circuit Court for the limited purpose of consideration of CPM Federal Credit Union's (1) Motion to Compel Settlement by Defendant Thackston (attached as *Exhibit 1*); (2) Motion to Vacate Order Awarding Thackston sanctions (attached as *Exhibit 2*); and (3) Unopposed Motion to Vacate Order Awarding Lockwood Sanctions (attached as *Exhibit 3*). The requested stay of all proceedings pending the Circuit Court's consideration of the

motions would suspend all briefing and would facilitate the possible complete resolution of this matter.

Respectfully submitted,

TURNER PADGET GRAHAM & LANEY P.A.



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**ATTORNEYS FOR APPELLANT CPM  
FEDERAL CREDIT UNION**

April 30, 2018

# EXHIBIT 1

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
Civil Action No. 2014-CP-10-7597

CPM Federal Credit Union,  
  
Plaintiff,

vs.

George W. Lockwood and Sara P. Thackston,  
  
Defendants.

**CPM FEDERAL CREDIT UNION'S  
MOTION TO COMPEL SETTLEMENT  
AND SIGNATURE ON SETTLEMENT  
DOCUMENTS BY DEFENDANT  
THACKSTON**

CPM Federal Credit Union moves to compel settlement by Defendant Thackston. The parties engaged in mediation on **February 2, 2018**. The mediated settlement agreement is attached as *Exhibit A*. Counsel for Defendant Thackston has refused to agree to settlement documents needed to finalize the settlement and has insisted on terms that were not negotiated, or even mentioned at mediation.

As such, Defendant Thackston and her attorneys should be compelled to execute the settlement agreement attached as *Exhibit B*. Further, Thackston's counsel should be ordered to consent to Plaintiff's motion to vacate this Court's award of sanctions to Thackston as a "document necessary and required to waive and dismiss any sanctions award in favor of Thackston." CPM has deemed vacating the sanctions award to be a necessary term of the settlement and Thackston's counsel cannot avoid the terms he agreed to at mediation.

TURNER PADGET GRAHAM & LANEY P.A.

By:

---

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AND

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**ATTORNEYS FOR THE PLAINTIFF  
CPM FEDERAL CREDIT UNION**

April \_\_, 2018

**EXHIBIT A**

CPM Federal Credit Union v. George W. Lockwood and Sara P. Thackston  
C/A No.: 2014-CP-10-7597  
Our File No.: 5172/5566

regarding  $\Delta$  Thackston  
only

SETTLEMENT MEMO

The above-referenced actions are settled on the following terms:

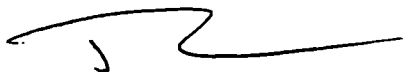
1. Defendant Thackston or her insurer will pay plaintiff CPM the total sum of \$17,000 and further will <sup>sign any documents necessary for</sup> ~~take whatever steps~~ are required to waive and dismiss any sanctions award in favor of Thackston.

2. Plaintiff's will ~~also~~ sign a full, final, and complete release of all claims ~~for~~ currently pending against Sara P. Thackston.

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Further, plaintiff's counsel will execute and consent to an order dismissing the referenced action, with prejudice.

5. Neither this settlement nor any of its terms shall constitute an admission by any party.



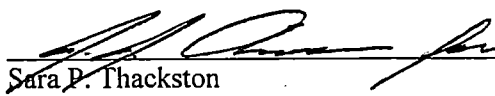
CPM Federal Credit Union

George W. Lockwood




Attorney for Plaintiff

Attorney for Defendant



Sara P. Thackston



Attorney for Defendant

# EXHIBIT B

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

CPM Federal Credit Union,

Plaintiff,

v.

George W. Lockwood and Sara P.  
Thackston,

Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE NINTH JUDICIAL CIRCUIT

Civil Action Number 2014-CP-10-7597

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made this \_\_\_\_ day of April, 2018 by and between Plaintiff, CPM Federal Credit Union (“CPM”) and Sara P. Thackston (“Thackston”). CPM filed this lawsuit on December 12, 2014 alleging breach of fiduciary duty and negligence against Sara P. Thackston as a former Executive Vice President. On December 29, 2017, the Court filed its Order granting Partial Summary Judgment to Thackston on CPM’s allegations of the breach of fiduciary duties by Defendant. In addition the Court awarded Sanctions for discovery violations against CPM payable to Thackston.

In resolution of the claims asserted by CPM in the Lawsuit, the Parties enter into this settlement agreement as a full, final and complete release on the following terms:

1. CPM, in the consideration of being released from payment of the Sanction awards granted in favor of Thackston and payment by Thackston of Twelve Thousand and No/100 Dollars (\$12,000.00) in hand paid, on behalf of Sara P. Thackston the receipt whereof is hereby acknowledged, have released and discharged, and by these presents does for CPM, including its past, present, and future agents, and other officers, servants, employees, representatives, attorneys, assigns, members, supervisory committee members, board of directors and all other related entities or persons that have or could

have an ownership interest in CPM, release and forever discharge Defendant Thackston and CUMIS Insurance Society, Inc. of and from any and all claims, demands, damages, actions, causes of action or suits at law or equity for any claims pending against Thackston or asserted in the captioned litigation.

2. Defendant Thackston in the consideration of being released from all claims asserted in this lawsuit has and does release, discharge, waive and dismiss in all respects all sanctions imposed by the Court in this action. Thackston and her attorneys on her behalf will sign and deliver to the appropriate Court the documents attached as Exhibit 1 and Exhibit 2 or such other documents as may be necessary or required to waive and dismiss any sanctions awarded in favor of Thackston.
3. CPM understands that Defendant by reason of agreeing to this compromise payment, does not admit liability of any sort, and Defendant has made no agreement or promise to do or commit to do any act or thing not herein set forth.
4. The Parties agree that each Party will bear their own attorney's fees and all other costs, fees, and expenses incurred in the prosecution and defense of the Lawsuit.
5. The Parties agree to execute a Stipulation of Dismissal of the Lawsuit with prejudice.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of South Carolina.
7. This Agreement, including the handwritten settlement agreement attached as Exhibit 3, shall constitute the complete and total agreement of the Parties.
8. No modification of this Agreement shall be effective unless in writing and signed by all the Parties.
9. The individuals executing this Agreement hereby represent that they are authorized to execute this Agreement on behalf of the party and related entities for which they sign,

and that they are authorized to bind such parties to the terms stated herein .

10. Each of the Parties has participated equally in the drafting of this Agreement and, as such, this Agreement shall be construed equally in favor of all Parties and shall not be construed against any of the Parties.

11. The Parties represent and agree that they have had a full opportunity to read the terms of this Agreement and to have counsel of their choice explain the terms of this Agreement to them. The Parties further represent and agree that they understand the terms of this Agreement, agree to those terms and execute this Agreement voluntarily and without duress of any kind.

12. No statements or agreements set forth in this Agreement shall in any way inure to the benefit of any third party. This Agreement shall not create or give to any third person or entity any right, claim, benefit, defense or cause of action against any party hereto nor shall it be construed as any admission by any party that any compensation is owed to any third party not specifically identified in this Agreement.

\_\_\_\_\_  
Sara P. Thackston

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY appeared before me, James Gergen to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

[Signature Pages to Follow]

**- CONTINUED SIGNATURE PAGE -**

**SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN CPM FEDERAL CREDIT UNION AND SARA P. THACKSTON**

CPM FEDERAL CREDIT UNION

\_\_\_\_\_  
James Gergen, CEO

Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

PERSONALLY appeared before me, James Gergen to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

CPM FEDERAL CREDIT UNION

\_\_\_\_\_  
Michael Chodnicki, Chair of Board of Directors

Date: \_\_\_\_\_

STATE OF SOUTH CAROLINA  
COUNTY OF \_\_\_\_\_

PERSONALLY appeared before me, Michael Chodnicki to me properly identified as the same, who acknowledged that they executed the foregoing instrument as their own free act and deed for the purposes therein expressed.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

## EXHIBIT 2

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
  
Civil Action No. 2014-CP-10-7597

CPM Federal Credit Union,  
  
Plaintiff,

vs.

George W. Lockwood and Sara P. Thackston,  
  
Defendants.

**CPM FEDERAL CREDIT UNION'S  
MOTION TO VACATE  
SANCTIONS AWARD  
TO DEFENDANT THACKSTON**

CPM Federal Credit Union moves to vacate, dismiss and strike from the record this Court's award of sanctions to Defendant Thackston. The parties mediated this case and, as part of the mediated settlement agreement and the final settlement agreed to between Thackston and CPM, (a copy of the mediated settlement agreement is attached as *Exhibit A*) the parties have agreed to waive, release, and dismiss the sanctions award. As such, in order to complete the settlement of CPM's claims against Thackston, CPM moves that the Court vacate its award of sanctions to Thackston and dismiss and strike that Order from the record.

TURNER PADGET GRAHAM & LANEY P.A.

By:

\_\_\_\_\_  
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**ATTORNEYS FOR THE PLAINTIFF  
CPM FEDERAL CREDIT UNION**

\_\_\_\_\_, 2018

**WE CONSENT:**

---

J. J. Anderson, Esquire  
Anderson Reynolds & Stephens, LLC  
P.O. Box 87  
Charleston, SC 29402  
Phone:  
Facsimile:  
Email:

**ATTORNEYS FOR SARA P. THACKSTON**

**EXHIBIT 3**

STATE OF SOUTH CAROLINA            )  
  )  
COUNTY OF CHARLESTON            )     IN THE COURT OF COMMON PLEAS  
  )  
  )     Civil Action No. 2014-CP-10-7597

CPM Federal Credit Union,  
  
                                  Plaintiff,  
  
                                  vs.  
  
George W. Lockwood and Sara P. Thackston,  
  
                                  Defendants.

**CPM FEDERAL CREDIT UNION'S  
MOTION TO VACATE SANCTIONS  
AWARD TO DEFENDANT LOCKWOOD**

CPM Federal Credit Union moves to vacate, dismiss and strike from the record this Court's award of sanctions to Defendant Lockwood. The parties mediated this case and, as part of the mediated settlement agreement and the final settlement agreed to between Lockwood and CPM, the parties have agreed to waive, release, and dismiss the sanctions award. As such, in order to complete the settlement of CPM's claims against Lockwood, CPM moves that the Court vacate its award of sanctions to Lockwood and dismiss and strike that Order from the record.

CPM has consulted with counsel for Lockwood and they take no position on the motion and will not oppose its being granted.

TURNER PADGET GRAHAM & LANEY P.A.

By: \_\_\_\_\_  
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**ATTORNEYS FOR THE PLAINTIFF  
CPM FEDERAL CREDIT UNION**

April \_\_, 2018

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

**RECEIVED**

MAY 01 2018

SC Court of Appeals

APPEAL FROM CHARLESTON

COURT OF COMMON PLEAS

THE HONORABLE MAITE' MURPHY, CIRCUIT COURT JUDGE

Case No. 2014-CP-10-7597

APPELLATE CASE NO.: 2018-000143

CPM FEDERAL CREDIT UNION,.....Appellant,

v.

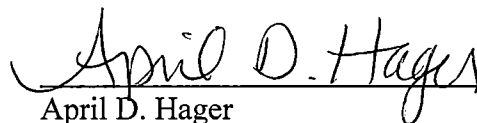
GEORGE W. LOCKWOOD and  
SARAH P. THACKSTON,..... Respondents.

**PROOF OF SERVICE**

I certify that I have served Appellant's Motion to Stay Appeal and for Remand to Circuit Court for limited Purpose of Considering Motions to Compel Settlement and to Vacate Order Awarding Sanctions by depositing a copy in the U.S. Mail, postage prepaid, on April 30, 2018, addressed to counsel of record as set forth below:

J. J. Anderson, Esquire  
Anderson Reynolds & Stephens, LLC  
P.O. Box 87  
Charleston, SC 29402  
**Attorneys for Sara P. Thackston**

Lindsay A. Joyner, Esquire  
Gallivan, White & Boyd, P.A.  
P.O. Box 7368  
Columbia, SC 29202  
**Attorneys for George W. Lockwood**

  
\_\_\_\_\_  
April D. Hager

# Turner | Padget

REPLY TO:

Richard S. Dukes, Jr.

E-Mail: [rdukes@TurnerPadget.com](mailto:rdukes@TurnerPadget.com)  
Writer's Direct Dial: (843) 576-2810  
Writer's Direct Fax: (843) 577-1646

May 1  
~~April 30~~, 2018

**VIA HAND DELIVERY**

Ms. Jenny Abbott Kitchings, Clerk  
Clerk of Court  
South Carolina Court of Appeals  
1220 Senate Street  
Columbia, SC 29201

RECEIVED  
MAY 01 2018  
SC Court of Appeals

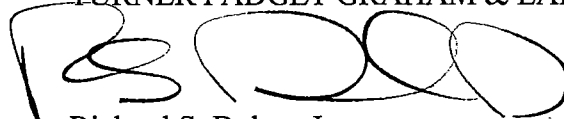
Re: CPM Fed. Credit Union v. George W. Lockwood and Sarah P. Thackston  
Appellate Case No.: 2018-000143  
Civil Action No.: 2014-CP-10-7597  
Our File No. 2791.113

Dear Ms. Allen:

Enclosed please find the original and <sup>seven</sup> ~~two~~ copies of Appellant's Motion to Stay Appeal and for Remand to Circuit Court for Limited Purpose of Considering Motions to Compel Settlement and to Vacate Order Awarding Sanctions for the above referenced matter. Also enclosed is our firm's check in the amount of \$25.00 for the filing fee. Please file the original and return the file-stamped copies with the courier.

Sincerely,

TURNER PADGET GRAHAM & LANEY P.A.



Richard S. Dukes, Jr.

RSD/adh

Enclosure

cc: Jonathan J. Anderson  
Thomas F. Drazan  
Lindsay A. Joyner  
Amy L.B. Hill  
W. Duvall Spruill