THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr.
Circuit Court Judge

RECEIVED
JAN 24 2019
SC Court of Appeals

Appellate Case No.: 2018-001134

Glenda R Couram ..... Appellant,

v.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, Sherwood Plumbing Service, LLC, dba, Beatrice T. Tidwell, Rick Skurko in his official and individual capacity and Tracey Peer in her official and individual capacity
..... Respondents

RECORD ON APPEAL

Glenda R. Couram
104 Macaw Lane
Lexington, South Carolina 29073
(803) 358-0127
Pro Se Appellant

OTHER COUNSEL OF RECORD

Dale Lang, Jr., Esquire
Clawson & Staubes,
LLC, 1612 Marion Street, #200
Columbia, South Carolina 29201
(800) 774-8242

J. R. Murphy, Esquire
Murphy & Grantland, PA,
4406-B Forest Drive
Columbia, South Carolina 29206
(803) 782-4100

Eugene H. Matthews, Esquire
c/o Richardson Plowden Robinson,
1900 Barnwell Street
Columbia, SC 29201
(803) 771-4400

INDEX

I. **ORDERS**

Judge Cooper's Order Granting Motion to Dismiss under Wrong Caption, April 20, 2018 1

Order - Judge Cooper's Denying First Time Motion to Amend under Wrong Caption, April 20, 2018 12

Order - Judge Cooper's Denial of Motion to Reconsider, Dated May 16, 2018 23

Order – Granting Continuance Judge Hood 23a

II. **PLEADINGS, ANSWERS AND MOTIONS**

APPELLANT'S FILINGS

Appellant's Timely Filed Initial Amended Initial Complaint, Dated July 18, 2017 24

Appellant's Initial Complaint, Dated July 3, 2017 39

Appellant's Response to Respondent's Motion to Dismiss, Dated August 28, 2017 55

Appellant's First Request to Amend, Dated December 4, 2017 64

Appellant's Memorandum in Support of Motion to Amend/File Amended Complaint, Dated December 4, 2017 84

Appellant's filed Rule 59(e) Motion to Reconsider, Dated May 3, 2018 92

RESPONDENTS' MURPHY FILINGS

Mooted Initial Answer, Dated August 8, 2017..... 122

Motion to Dismiss with Sanctions, August 25, 2017..... 132

Answer to Timely Amended Complaint, Dated August 15, 2017 137

Memorandum in Support of Motion to Dismiss, Dated September 5, 2017 148

INDEX (continued)

VI. TRANSCRIPT OF RECORD

Transcript – Trial February 12, 2018 389

CERTIFICATE OF COUNSEL 454

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr.
Circuit Court Judge

Appellate Case No.: 2018-001134

Glenda R Couram ..... Appellant,

v.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, Sherwood Plumbing Service, LLC, dba, Beatrice T. Tidwell, Rick Skurko in his official and individual capacity and Tracey Peer in her official and individual capacity
..... Respondents

CERTIFICATE OF COUNSEL

I certify that to the best of my knowledge and pursuant to Rule 210(g) SCACR the Record on Appeal contains all materials heard during the hearing and proposed to be included herein by any of the parties and not any other material and is in substantial compliance with the Rules of this Court.

Glenda Couram
104 Macaw Lane
Lexington, SC 29073
(803) 358-0127
Pro se Appellant

January 31, 2019
Lexington, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO. 2017-CP-40-4048

Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood Plumbing SVC, LLC, and Sherwood Tidwell,

Defendants.

ORDER GRANTING DEFENDANTS' MOTIONS TO DISMISS

This action is currently before the Court in regards to Motions to Dismiss from Defendant Nationwide Mutual Insurance Company's ("Nationwide") and Defendant Titan Indemnity Company's ("Titan") (hereinafter collectively "the insurers"), Defendant Eugene Matthews (hereinafter Matthews), and Defendants Sherwood Tidwell, Sherwood's Plumbing Services LLC, and Beatrice Tidwell to dismiss Plaintiff's claims against them pursuant Rule 12(b)(6), SCRCP. A hearing was conducted on February 12, 2018. Appearing for Defendants Nationwide Mutual Insurance Company and Titan Indemnity Company was J.R. Murphy, Esquire. Appearing for Defendants Sherwood Tidwell, Sherwood's Plumbing Services LLC, and Beatrice Tidwell was Jescelyn Spitz, Esquire. Defendant Eugene Matthews appeared pro se. The Plaintiff appeared pro se. For the reasons set forth below, Defendants' Motions to Dismiss is GRANTED.

I. FACTUAL AND PROCEDURAL HISTORY

This action arises out of a September 18, 2015 automobile accident involving Plaintiff and Defendant Sherwood Tidwell. On April 12, 2016, Plaintiff filed a complaint against Sherwood Tidwell and "Titian [sic] Indemnity Company Subsidiary of Nationwide Insurance" in the Richland County Court of Common Pleas, styled as: Glenda Couram v. Sherwood Tidwell, et al, Civil Action No. 2016-CP-40-2350 (hereinafter the "Prior Action"). In that suit, Plaintiff sought damages for the

ELECTRONICALLY FILED - 2018 Apr 20 12:31 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

ELECTRONICALLY FILED - 2018 Apr 20 12:31 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

II. LEGAL STANDARD

A 12(b)(6) motion to dismiss "must be granted if the facts and the inferences reasonably deducible from them show that the plaintiff could not prevail on any theory of the case." *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 651, 491 S.E.2d 272, 275 (Ct. App. 1997). "Although we are aware of the difference between alleging a cause of action and successfully proving it, the legal sufficiency of a pleading must be tested by the facts alleged therein." *Save Charleston Foundation v. Murray*, 286 S.C. 170, 179, 333 S.E.2d 60, 66 (Ct. App. 1985).

III. ANALYSIS

Plaintiff's first alleged cause of action is "Vicarious Liability/Respondeat Superior Negligent Entrustment and or (Common Law Negligence if applicable) South Carolina Ann Code §15-3-530(5)" against Defendants Sherwood's Plumbing Services LLC, Sherwood F. Tidwell, and Beatrice Tidwell.

Plaintiff's "second and third" alleged causes of action are "Intentional Infliction and or Negligent of Emotion Distress Common Law S.C. Ann. Codes §§15-3-530(5)" against Defendants Nationwide, Titan, and Matthews.

Plaintiff's fourth alleged cause of action is "Common Law Civil Conspiracy with Special Damages" against all named Defendants.

Plaintiff also listed a fifth cause of action as "Punitive Damages." However, this is not a cause of action, but rather a type of damage sought.

1. **"Vicarious Liability/Respondeat Superior Negligent Entrustment and or (Common Law Negligence if applicable)"**

This first cause of action was litigated in the Prior Action and is thus barred from re-litigation pursuant to the doctrine of res judicata. "The doctrine of res adjudicata (or res judicata) in the strict sense of that time-honored Latin phrase had its origin in the principle that it is in the

ELECTRONICALLY FILED - 2018 Apr 20 12:31 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

These matters were conclusively litigated in the Prior Action. For that reason, Plaintiff's first claim of action is barred and dismissed with prejudice.

2. **"Intentional Infliction and or Negligent of Emotion Distress Common Law"**

To allege a claim for intentional infliction of emotional distress, the Plaintiff must establish that: (1) the defendant intentionally or recklessly inflicted severe emotional distress, or was certain, or substantially certain, that such distress would result from his conduct; (2) the conduct was so "extreme and outrageous" so as to exceed "all possible bounds of decency" and must be regarded as "atrocious, and utterly intolerable in a civilized community;" (3) the actions of the defendant caused plaintiff's emotional distress; and (4) the emotional distress suffered by the plaintiff was "severe" such that "no reasonable man could be expected to endure it." *Hansson v. Scalise Builders of S.C.*, 374 S.C. 352, 356, 650 S.E.2d 68, 71 (2007) (quoting *Ford v. Hutson*, 276 S.C. 157, 162, 276 S.E.2d 776, 778). As the Supreme Court has stressed, South Carolina requires the plaintiff to meet a heightened burden of proof with regards to the "extreme and outrageous" element of the claim and "extreme or severe distress" element of the claim. *Ford*, 276 S.C. at 166. "[W]here physical harm is lacking, the courts should look initially for more in the way of extreme outrage as an assurance that the mental disturbance claimed is not fictitious." *Id.*[3] "Initially, the trial court determines whether the defendant's conduct was extreme and outrageous enough to permit recovery." *Hainer v. American Med. Int'l, Inc.*, 320 S.C. 316, 324; 465 S.E.2d 112, 117 (Ct. App. 1995), *aff'd as modified*, 328 S.C. 128, 492 S.E.2d 103 (1997). Further, the South Carolina Court of Appeals has recognized that "[t]he tort of outrage was designed not as a replacement for the existing tort actions. Rather, it was conceived as a remedy for tortious conduct where no remedy

[3] Physical harm is lacking in this case. To the extent Plaintiff's Complaint alleges physical harm caused by the September 18, 2015 accident, such claims are barred by res judicata as they have been previously litigated in the Prior Action.

ELECTRONICALLY FILED - 2018 Apr 20 12:31 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

caused plaintiff's emotional distress; and (4) the emotional distress suffered by the plaintiff was "severe" such that "no reasonable man could be expected to endure it." *Hansson v. Scalise Builders of S.C.*, 374 S.C. 352, 356, 650 S.E.2d 68, 71 (2007) (quoting *Ford v. Hutson*, 276 S.C. 157, 162, 276 S.E.2d 776, 778). As the Supreme Court has stressed, South Carolina requires the plaintiff to meet a heightened burden of proof with regards to the "extreme and outrageous" element of the claim and "extreme or severe distress" element of the claim. *Ford*, 276 S.C. at 166. "[W]here physical harm is lacking, the courts should look initially for more in the way of extreme outrage as an assurance that the mental disturbance claimed is not fictitious." *Id.*[4] "Initially, the trial court determines whether the defendant's conduct was extreme and outrageous enough to permit recovery." *Hainer v. American Med. Int'l, Inc.*, 320 S.C. 316, 324, 465 S.E.2d 112, 117 (Ct. App. 1995), *aff'd as modified*, 328 S.C. 128, 492 S.E.2d 103 (1997). Further, the South Carolina Court of Appeals has recognized that "[t]he tort of outrage was designed not as a replacement for the existing tort actions. Rather, it was conceived as a remedy for tortious conduct where no remedy previously existed." *Todd v. South Carolina Farm Bureau Mut. Ins. Co.*, 283 S.C. 155, 175, 321 S.E.2d 602, 613 (Ct.App.1984), *quashed on other grounds*, 287 S.C. 190, 336 S.E.2d 472 (1985).

In addition to alleging extreme and outrageous conduct, the Plaintiff must allege that she has suffered sufficiently severe emotional distress to support her emotional distress claim. In *Hansson v. Scalise Builders of S.C.*, the South Carolina Supreme Court explained that:

> Under the heightened standard of proof for emotional distress claims emphasized in *Ford*, a party cannot establish a prima facie claim for damages resulting from a defendant's tortious conduct with mere bald assertions. To permit a plaintiff to legitimately state a cause of action by

[4] Physical harm is lacking in this case. To the extent Plaintiff's Complaint alleges physical harm caused by the September 18, 2015 accident, such claims are barred by res judicata as they have been previously litigated in the Prior Action.

"In a civil conspiracy claim, one must plead additional acts in furtherance of the conspiracy separate and independent from other wrongful acts alleged in the complaint, and the failure to properly plead such acts will merit the dismissal of the claim." *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115-16, 682 S.E.2d 871, 875 (Ct. App. 2009). Dismissal is proper where "the civil conspiracy action does no more than incorporate the prior allegations and then allege the existence of a civil conspiracy and pray for damages resulting from the conspiracy [and] [n]o additional acts in furtherance of the conspiracy were plead." *Id.* (quoting *Todd*, 276 S.C. at 293, 278 S.E.2d at 611); *Kuznik v. Bees Ferry Assocs.*, 342 S.C. 579, 611, 538 S.E.2d 15, 31 (Ct. App. 2000) ("Because [the third-party plaintiff] ... merely realleged the prior acts complained of in his other causes of action as a conspiracy action but failed to plead additional acts in furtherance of the conspiracy, he was not entitled to maintain his conspiracy cause of action."). Plaintiff states that the Defendants "jointly operated to perpetrate the wrongful acts complained of herein" and "agreed and conspired with each other to engage in the alleged wrongful conduct, including Defendants' interference with plaintiff [sic] employment relationships by coming to an agreement between them to do an unlawful act or to do a lawful act in an unlawful way..." Nowhere in the civil conspiracy section of her Complaint does Plaintiff set forth what these alleged "wrongful acts" or "unlawful acts" committed by Defendants are. *See Hackworth*, 385 S.C. at 116, 682 S.E.2d at 875 (stating that complaint must inform the defendants of what acts in furtherance of the alleged conspiracy they are being accused). Therefore, the alleged "wrongful acts complained of herein" must mean those acts previously alleged in the "Facts Common to all Causes of Action" section of Plaintiff's Complaint. Thus, Plaintiff's civil conspiracy claim fails as a matter of law because she has not plead additional acts in furtherance of the conspiracy separate and independent from other acts alleged in the complaint.

ELECTRONICALLY FILED - 2018 Apr 20 12:31 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004648

civil conspiracy claim failed as a matter of law where plaintiff was able to show that defendant undertook alleged act but not that that he undertook act for purpose of injuring plaintiff). Therefore, Plaintiff's civil conspiracy claim fails as a matter of law.

IV. CONCLUSION

For the reasons stated above, all Defendants' Motions to Dismiss Plaintiff's claims against them are GRANTED.

Defendants Matthews and Nationwide moved for Sanctions against Plaintiff. This Court declines to issue sanctions at this time.

IT IS SO ORDERED.

The Honorable G. Thomas Cooper, Jr.
Presiding Judge
Fifth Judicial Circuit

_____, 2018
Columbia, South Carolina

ELECTRONICALLY FILED - 2018 Apr 20 12:31 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

ELECTRONICALLY FILED - 2018 Apr 20 12:59 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

Plaintiff rejected Mr. Tidwell's offer. The case was heard by a jury, and on June 16, 2017 a verdict was rendered in favor of Plaintiff in the amount of $1,000.

On July 3, 2017, Plaintiff filed the current Complaint before this Court again suing Mr. Tidwell and Titan Indemnity Company, as well as Nationwide Mutual Insurance Company and Sherwood Plumbing, LLC. On July 19, 2017, Plaintiff filed an Amended Complaint adding Beatrice Tyree Tidwell as a defendant (hereinafter "the Complaint"). Plaintiff's Complaint arises out of the same September 18, 2015 automobile accident and the Prior Action. The Complaint alleges that before the Prior Action Mr. Tidwell's insurer engaged in settlement negotiations with Plaintiff concerning her claim against Mr. Tidwell for the September 18, 2015 accident. The Complaint alleges that such settlement negotiations were conducted through the insurer's adjusters Shurko and Peer. The Complaint also alleges that entering into court-ordered mediation in the Prior Action "led to the plaintiff losing her job."

Plaintiff's Motion now seeks leave from this Court to Amend her Complaint to add Nationwide adjusters Rick Skurko[1] and Tracy Peer as defendants and to add a cause of action which she labels "tortious interference with employment relationship and tortious interference with business relationship to include legal malpractice." Plaintiff attached a proposed Amended Complaint to her Motion (hereinafter the "Proposed Amended Complaint"). In her Proposed Amended Complaint, Plaintiff amends other matters for which her Motion does not seek leave of this Court. This Court will only address the two above-listed matters for which Plaintiff's Motion seeks leave to amend.

II. LEGAL STANDARD

Under Rule 15(a) of the South Carolina Rules of Civil Procedure, when more than 30 days have passed after service of a party's pleading, "a party may amend his pleading only by leave of

[1] Throughout her Complaint and Proposed Amended Complaint, Plaintiff refers to this adjuster as both "Shruko" and "Skruko."

ELECTRONICALLY FILED - 2018 Apr 20 12:59 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004046

- "Plaintiff told Mr. Skurko that she would file to the courts by March 30, 2016, and did so, if he would not be reasonable she made another offer of 28k, nothing happened accept a transfer to another adjuster." (Am. Compl. ¶ 24); (Proposed Am. Compl. ¶ 26).

- "Plaintiff informed Ms. Peer she would be going back into therapy and was told to call back when completed, that therapy ended in May 2016, plaintiff once again attempted to settle with the new adjuster and was offered 20k, to include pain and suffering in the end Ms. Peer offered $15,000, that did not account for loss pay or time, plaintiff countered and the negotiation ended." (Am. Compl. ¶ 25); (Proposed Am. Compl. ¶ 27).

All of these allegations charge the adjusters with failure to settle Plaintiff's claim against Mr. Tidwell for the amount she demanded. Plaintiff is collaterally estopped from relitigating the issue of the value of her claim against Mr. Tidwell for the September 18, 2015 accident. *See Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009) ("Collateral estoppel, also known as issue preclusion, prevents a party from relitigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same."); *Snavely v. AMISUB of S.C., Inc.*, 379 S.C. 386, 398, 665 S.E.2d 222, 228 (Ct. App. 2008) ("[T]he primary concern of our courts in applying collateral estoppel is…whether a potentially precluded party had a full and fair opportunity to litigate the issues in a prior action."); *Doe v. Doe*, 346 S.C. 145, 149, 551 S.E.2d 257, 259 (2001) ("[M]utuality is no longer a requirement of collateral estoppel."); *Judy v. Judy*, 383 S.C. 1, 7, 677 S.E.2d 213, 217 (Ct. App. 2009). ("Collateral estoppel applies to specific issues, regardless of whether the claims in the first and subsequent suits are the same."). In the Prior Action, Ms. Couram previously litigated this issue in a jury trial. For this reason, Plaintiff's claims against these proposed defendants are collaterally estopped and futile.

Moreover, taking these allegations as true and viewing them and all reasonable inferences in a light most favorable to Plaintiff, these allegations cannot support Plaintiff's claims against these proposed defendants for intentional infliction of emotional distress, civil conspiracy or intentional

15

ELECTRONICALLY FILED - 2016 Apr 20 12:59 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

properly plead such acts will merit the dismissal of the claim." *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115-16, 682 S.E.2d 871, 875 (Ct. App. 2009); *see Kuznik v. Bees Ferry Assocs.*, 342 S.C. 579, 611, 538 S.E.2d 15, 31 (Ct. App. 2000) ("Because [the third-party plaintiff] ... merely realleged the prior acts complained of in his other causes of action as a conspiracy action but failed to plead additional acts in furtherance of the conspiracy, he was not entitled to maintain his conspiracy cause of action."). In her Complaint, Plaintiff has failed to allege additional acts in furtherance of her conspiracy cause of action. Under the civil conspiracy section of her Complaint, Plaintiff merely incorporates "wrongful acts complained of herein." For this reason, Plaintiff's civil conspiracy claim against the proposed defendants is futile.

In addition, a civil conspiracy cause of action requires the Plaintiff to establish that the primary purpose or object of defendants was to injure the Plaintiff. *Pye v. Estate of Fox*, 369 S.C. 555, 567, 633 S.E.2d 505, 511 (2006) (citing *Lee v. Chesterfield General Hosp., Inc.*, 289 S.C. 6, 13, 344 S.E.2d 379, 383 (Ct.App.1986)). Viewing the factual allegations in the Complaint and Proposed Amended Complaint and all reasonable inferences in the light most favorable to Plaintiff, the only reasonable inference is that the primary purpose of the adjusters was to negotiate a favorable settlement for the insured. Plaintiff's factual allegations against the proposed defendants do not establish any wrongful intent by the adjusters to injure the Plaintiff. *See Pye*, 369 S.C. at 568, 633 S.E.2d at 512 (granting summary judgment on civil conspiracy claim where alleged act did not establish wrongful intent by the defendants to injure the plaintiffs); *see also Stiles v. Onorato*, 318 S.C. 297, 300, 457 S.E.2d 601, 603 (1995) (affirming dismissal when only reasonable inference to be drawn from face of complaint did not support plaintiff's conspiracy claim). For this reason, Plaintiff's civil conspiracy claim against the proposed defendants is also futile.

17

ELECTRONICALLY FILED - 2018 Apr 20 12:59 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

Bank of S.C., 241 S.C. 285, 288, 128 S.E.2d 112, 114 (1962). Plaintiff's allegations charge that Defendants took the following actions: (1) subpoenaed her employment records; (2) contacted her employer; and (3) emailed either Plaintiff or her employer. Noticeably missing from Plaintiff's Proposed Amended Complaint is any allegation of how these alleged acts caused the termination of Plaintiff's employment. It is also not clear from Plaintiff's Proposed Amended Complaint to which Defendant she attributes each alleged act. Viewing these allegations in the light most favorable to Plaintiff, they do not create a reasonable inference that Defendants intended to procure the breach of Plaintiff's employment contract with the South Carolina Department of Motor Vehicles or that their actions proximately caused the alleged breach. *See DeBerry v. McCain*, 275 S.C. 569, 574–75, 274 S.E.2d 293, 296 (1981) (sustaining defendants' demurrer where complaint contained no "allegations of any acts or omissions by [defendants] warranting the inference that they intentionally procured plaintiff's discharge"). For these reasons, Plaintiff's proposed tortious interference with contract claim is futile.

As stated above, this cause of action requires Plaintiff to establish that the other party to the contract – in this case the South Carolina Department of Motor Vehicles – breached its contract with the Plaintiff as a result of the alleged interference. *See First Union Mortg. Corp. v. Thomas*, 317 S.C. 63, 73, 451 S.E.2d 907, 913 (Ct. App. 1994) ("[W]ithout a breach of the underlying contract, there can be no recovery."). Throughout her Proposed Amended Complaint, Plaintiff alleges that she could be terminated "for cause" from her employment. (Proposed Am. Compl. ¶¶ 79, 91). Plaintiff's Proposed Amended Complaint alleges that "she was dismissed on the grounds of intentional misconduct." (Proposed Am. Compl. ¶ 100). Therefore, if Plaintiff's Employer could terminate her employment for cause and had cause, then there is no breach as required for recovery under this cause

ELECTRONICALLY FILED - 2018 May 16 1:59 PM - RICHLAND - COMMON PLEAS - CASE#2017CP4004048

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his in his individual capacity, Sherwood Plumbing SVC, LLC, dba and Beatrice T. Tidwell, Rick Skurko in his official and individual capacity and Tracey Peer, in her official and individual capacity

Defendants.

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2017-CP-40-04048

DENIAL OF PLAINTIFF'S MOTION TO RECONSIDER

After careful consideration of the Plaintiff's Motion and the record in this case, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered. Accordingly, this Court hereby DENIES Plaintiff's Motion pursuant to Rule 59(e) SCRCP to Alter or Amend Judgment of this Court's Order entered on or about April 20, 2018. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

AND IT IS SO ORDERED.

G. Thomas Cooper, Jr.
Presiding Judge, Fifth Judicial Circuit

REGARDING SIGNED ORDERS

glenda c

Tue 5/29/2018 11:29 AM

To: eggchaser@sbcglobal.net <eggchaser@sbcglobal.net>; greouram@hotmail.com <greouram@hotmail.com>; greoparts@hotmail.com <greoparts@hotmail.com>; cooper@greouram.org <cooper@greouram.org>; greoparts@rocourts.org <greoparts@rocourts.org>; gjmurphy@murphygrantland.com <gjmurphy@murphygrantland.com>; CLAWSON AND STARRS LLC <clapiz@clawsonandstarrs.com>; gmattoon@richardsonplowden.com <gmattoon@richardsonplowden.com>;

I Received an **unsigned order** denying the Motion to Reconsider and I have not received a **signed written** copy of the Order Granting Defendants Motion to Dismiss

According to the appeal rules I Must receive and send a signed copy of both these Orders to send with the Notice of Appeal could you please send both for the Court of Appeals.

Glen

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT
) CASE NO.: 2017-CP-40-04048
Glenda R. Couram)
)
Plaintiff,)
)
vs) AMENDED SUMMONS
)
Nationwide Mutual Insurance Company,)
Titan Indemnity Company,)
Eugene Matthews, in his individual capacity)
dba Sherwood's Plumbing Services, LLC)
Sherwood Tidwell, Owner/Operator/Agent)
and Beatrice Tyree Tidwell)
)
Defendants.)
)

JURY TRIAL DEMANDED

RICHLAND COUNTY FILED
2017 JUL 19 AM 10: 12
JEANNETTE W. McBRIDE C.C.P. & G.S.

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted by:

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
grcouram@hotmail.com
803 358-0127

Dated this 18th, day of July 2017
Lexington County, South Carolina

3. The Defendant Nationwide Mutual Insurance Company is a corporation licensed to do business under the laws of the State of South Carolina, headquartered in Ohio. (License SC Co. Code 101093 NAIC Co. Code #23787).

4. The Defendant Titan Indemnity Insurance is a corporation who supplies commercial insurance as a subsidiary of Nationwide Mutual Insurance licensed and doing business under the laws of the State of South Carolina. (License SC Co. Code 101397 NAIC Co. Code 13242)

I. JURISDICTION AND VENUE

5. As all incidents occurred in Richland County of the State of South Carolina this matter is within the proper Jurisdiction of the Richland County Court of Common Pleas.

6. Jurisdiction is appropriate because the claims against the Defendants fall under the SC Statute of common law negligence, intentional infliction of emotional distress, negligent intentional infliction of emotional distress, civil conspiracy and punitive damages.

7. Venue in this court is proper as the injuries to the Plaintiff occurred within the City and County Richland County, Columbia, South.

8. Subject matter in this action is properly heard in this Court, as the action incorporates an amount in controversy as set forth in this complaint exceeds $25,000.00.

9. At all times mentioned herein, South Carolina Code §15-70-20, 30 is binding on all defendants as they are licensed and subject to the laws of South Carolina.

10. Within the time provided by law, Plaintiff now timely files this action. This accident occurred on September 18, 2015 a Friday and has a three (3) year SOL that will not end until September 18, 2018; South Carolina Code Ann. §15-3-530 et.al., and SC Title 38 §§38-59-10 et.al., The remaining claims are filed within the applicable Statute of Limitations.

18. This matter comes to this court a result of an automobile accident that happened on September 18, 2017.

19. The insured Mr. Sherwood Tidwell was found 100 percent at fault from day one, he admitted fault and his insurance company admitted fault and paid for damages to the Plaintiff's car about $670 and Mr. Brown's car about $1300. The collision resulted in almost $7000 of damage to Mr. Tidwell's car.

20. Mr. Tidwell, the insured, was found guilty in a court of law for negligence and liability via court order of Judge Hood dated June 2, 2017. This action is a result of the events that occurred after the accident that lead to grave and additional harm to the Plaintiff.

21. The court required the plaintiff to enter into mediation with Defendant Tidwell's attorney that led to the plaintiff losing her job and defendant.

22. Nationwide's and or Tidwell's Attorney subpoenaed all the plaintiff medical records (10 years worth) at Palmetto Health; they subpoenaed plaintiff's records with Blue Cross Blue Shield, Vital Energy, Midlands Counseling, Palmetto Spine Center and then subpoenaed employment records twice in 2016 and later in 2017.

23. Plaintiff tried to settle with Adjustor Shruko and he would only offer about $10,000; include pain and suffering; plaintiff tried to settle several times and during that time she continued to supply the Defendants with medical bills, etc.

24. Plaintiff told Mr. Skruko that she would file to the courts by March 30, 2016, and did so, if he would not be reasonable she made another offer of 28k, nothing happened except a transfer to another adjuster.

25. Plaintiff informed Ms. Peer she would be going back into therapy and was told to call back when completed, that therapy ended in May 2016, plaintiff once again attempted to settle

34. That on the occasion in question the Defendant, Sherwood Tidwell, was negligently entrusted to drive a vehicles knowing he was not familiar with the braking system in his truck as he testified to and in doing so he was unable to: 1) to keep vehicle under control; 2) failure to give full time and attention; 3) to keep a proper lookout; 4) to reduce speed to avoid collision admitted was going 30 miles an hour; 4) was ticketed for going too fast for conditions and did not contest ticket paid, etc.; 5) Violated SC Law by - Driving too fast for conditions pursuant to S.C. Code Ann. §56-5-1520 states that it is unlawful for a person to "*drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. Speed must be controlled to avoid colliding with a person, vehicle, or other conveyance.*"

35. Mr. Tidwell was negligently entrusted to drive the vehicle used in his business knowing that he needed glasses and did not obtain glasses until January 2016 as attorney admitted to in the admissions after causing lasting injury to the plaintiff and that as a further direct and proximate result of the negligence of the Defendant, Sherwood Tidwell.

36. As a direct and proximate result of the negligence and carelessness of the Defendant, the Plaintiff: suffered serious, painful and chronic back pain, great physical pain and mental; anguish, severe and substantial emotional distress, loss of the capacity for the enjoyment of life, she suffered pain while performing her job; the Plaintiff, Glenda Couram, has been forced to expend large sums of money for (special damages out of pocket costs medical bills, medical treatment, x-rays, and for medicine for the treatment of the aforesaid injuries to herself; with continued anxiety to pay the medical bills at the expense of her normal bills to prevent collections and toll on her credit due to collection letters). And ultimately she lost her job that she relied on for retirement, pension, medical, benefits, etc., See Am. Mut. Fire Ins. Co. v

43. Defendants, and each of them, harmed Plaintiff because their actions caused her to suffer humiliation, embarrassment, mental anguish, emotional distress, continued physical pain, loss of employment, etc.

44. The actions of Defendants, and each of them, injured Plaintiff's mind and body. As a result of such unlawful conduct and consequent harm, Plaintiff suffered damages that will be proven at trial.

45. The conduct of Defendants proximately caused Plaintiff to suffer, and to continue to suffer, damages, including injuries to her person in an amount which will be proven at trial.

46. The malicious and/or oppressive conduct of the Defendants Matthews and for Nationwide, and each of them, was in reckless disregard of Plaintiff's and therefore warrants the imposition of punitive damages, especially in influencing and controlling the outcome of the trial.

47. The Defendants having full knowledge of the Plaintiff's, fragile state acted as one to harass and torture her resulting in a physical reaction during the trial humiliating and embarrassing her further

48. The emotional distress suffered by Plaintiff was and continues to serious and severe. The Attorney for Nation and Matthews met several times in full view in fact ensured she saw them outside the courthouse, inside the court housing – even when neither were required to be present on the day of meetings, April 27th etc., the relationship between judge and Matthews and other actions that will be proven at trial

49. Plaintiff suffered severe injury by the actions of the Defendants including escalating her anxiety, stress, PTSD and panic attacks.

alleviate injuries, pain and suffering; was, is and will be precluded from engaging in normal activities and pursuits.

59. Defendants willfully, intentionally, and knowingly agreed and conspired with each other to engage in the alleged wrongful conduct, including Defendants' interference with plaintiff employment relationships by coming to an agreement between them to do an unlawful act or to do a lawful act in an unlawful way in agreement that resulted in injury to the plaintiff.

60. Defendants did the acts alleged pursuant to, and in furtherance of, that agreement and/or furthered the conspiracy by cooperating, encouraging, ratifying, or adopting the acts of the others.

61. As a direct and proximate result of the acts in furtherance of the conspiracy, Plaintiff suffered injury, damage, loss, and harm, including, but not limited to, financial status causing loss of her home, causing harm to credit, loss of payment of medical bills, paying bills, unemployment, loss of reputation, pension, status, and loss of employability.

62. The wrongful conduct committed pursuant to the conspiracy was a substantial factor in causing this harm.

63. Defendants' intentional agreement to commit, and commission of, these wrongful acts was willful, malicious, oppressive, and in conscious disregard of Plaintiff's rights, and Plaintiff is therefore entitled to an award of punitive damages to punish their wrongful conduct and deter future wrongful conduct.

64. The Defendants worked in harmony to the detriment of the plaintiff /and or pro se litigant.

to have a pro se win despite the fact that settling was upper most in the Plaintiff and the trial was the direct result of their own actions; they choose to cause harm to the plaintiff instead.

71. The Defendants failure to timely settle this matter that would have resulted in no additional and lasting harm to the plaintiff when they could have settled this matter in 2016. As specified below, the actions of the Defendants have caused grave injury and damage to the Plaintiff in this matter.

72. The law provides punitive damages in the interest of society by condemning the choice to ignore others' safety. To deter wrongdoers and others from similar future conduct; and to vindicate the victim's rights by requiring the wrongdoer to compensate her for recklessly violating those rights.

IN CONCLUSION

WHEREFORE, Plaintiff prays for relief as set forth below.

WHEREFORE, Plaintiff, Glenda Couram prays for judgments against the Defendants, and each of them, as follows:

A. Special damages, for all medical bills to include out of pocket cost in a sum according to proof against all Defendants; damages to be awarded

B. General and or actual damages in against all Defendants in the amount of $1,500,000 dollars (One million five hundred thousand dollars) or the amount deemed appropriate by the court.

C. For attorney's fees as allowed by law against all Defendants and costs of suit and for such other and further relief as the court deems proper against all Defendants;

E. For punitive damages in the amount deemed appropriate by this court.

F. That this Court enters judgment in her favor on all counts of this complaint;

DECLARATION

Under penalties as provided by law pursuant to South Carolina Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct to the best of my knowledge.

Respectfully submitted by:

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
grcouram@hotmail.com
803 358-0127

Dated this 18th, day of July 2017
Lexington County, South Carolina

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND)	CASE NO.: 2017-CP-40- 4048
)	
Glenda R. Couram)	
Plaintiff,)	SUMMONS AND COMPLAINT
)	
)	Intentional Infliction of Emotional Distress/Negligent IED
)	Civil Conspiracy
vs)	Punitive Damages
)	
Nationwide Mutual Insurance Company,)	
Titan Indemnity Company,)	
Eugene Matthews, in his individual capacity)	
Sherwood Plumbing Co., LLC)	
Sherwood Tidwell Defendants.)	JURY TRIAL DEMANDED
)	

2017 JUL -3 AM 11:37
JEANNETTE W. McBRIDE C.C.P. & G.S.
RICHLAND COUNTY FILED

COMPLAINT AND PRAYER FOR JURY TRIAL

COMES NOW Plaintiff, pro se, Glenda Couram, in the above actions hereby files this amended complaint and or compliant seeking damages and relief and alleges as follows:

PARTIES

1. Glenda R. Couram (hereafter "Plaintiff") is, and at all times relevant a citizen and resident of Lexington County and State of South Carolina.

2. The Defendant, Sherwood Tidwell is, and at all times relevant a citizen and resident of the State of South Carolina. The Defendant, Eugene Matthews is a private citizen and licensed attorney doing business under the laws of the State of South Carolina.

3. The Defendant Nationwide Mutual Insurance Company is a corporation licensed to do business under the laws of the State of South Carolina, headquartered in Ohio.

4. The Defendant Titan Indemnity Insurance is a corporation who supplies commercial insurance as a subsidiary of Nationwide Mutual Insurance licensed and doing business under the laws of the State of South Carolina.

40

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	CASE NO.: 2017-CP-40-04048
	)	
Glenda R. Couram	)	
Plaintiff,	)	SUMMONS AND COMPLAINT
	)	
	)	**Intentional Infliction of Emotional Distress/Negligent IED**
vs	)	**Civil Conspiracy**
	)	**Punitive Damages**
Nationwide Mutual Insurance Company,	)	**Negligence**
Titan Indemnity Company,	)	
Eugene Matthews, in his individual capacity	)	
Sherwood's Plumbing Svc., LLC	)	
Sherwood Tidwell, Owner	)	
Defendants.	)	JURY TRIAL DEMANDED
	)	

COMPLAINT AND PRAYER FOR JURY TRIAL

COMES NOW Plaintiff, pro se, Glenda Couram, in the above actions hereby files this amended complaint and or compliant seeking damages and relief and alleges as follows:

PARTIES

1. Glenda R. Couram (hereafter "Plaintiff") is, and at all times relevant a citizen and resident of Lexington County and State of South Carolina.

2. The Defendant, Sherwood Tidwell is, and at all times relevant a citizen and resident of the State of South Carolina. The Defendant, Eugene Matthews is a private citizen and licensed attorney doing business under the laws of the State of South Carolina.

3. The Defendant Nationwide Mutual Insurance Company is a corporation licensed to do business under the laws of the State of South Carolina, headquartered in Ohio.

4. The Defendant Titan Indemnity Insurance is a corporation who supplies commercial insurance as a subsidiary of Nationwide Mutual Insurance licensed and doing business under the laws of the State of South Carolina.

42

14. That the Defendant, Sherwood Tidwell, driving a commercial vehicle for his business as a Plumber, and as he testified driving 30 miles an hour and being unable to stop in the middle lane without colliding with a truck chose to switch lands as he did not see any traffic and collided into the back of the Cadillac driven by Mr. Brown who collided into the rear of the Plaintiff causing damage to property and injury.

15. Plaintiff was sitting behind the car in front of her with good distance due to conditions watched Mr. Brown behind her and moved forward inches to ensure he stopped without problems, and then turned back to the traffic in front of her when next thing she knew she heard and crash and felt movement and realized unbelievably that Mr. Brown's car had collided into her car as a result of Mr. Tidwell colliding into the back of his car.

16. Defendant Tidwell never denied he was the cause of the collision and he was ticketed for going too fast for conditions, he did not contest the ticket, his insurance company paid to fix the plaintiff's car, at about $670 and Mr. Brown's car at about $1300.

17. Defendant Tidwell's car was damaged in the front and cost approximately $7,000 to repair.

18. This matter comes to this court a result of an automobile accident that happened on September 18, 2017.

19. The insured Mr. Sherwood Tidwell was found 100 percent at fault from day one, he admitted fault and his insurance company admitted fault and paid for damages to the Plaintiff's car about $670 and Mr. Brown's car about $1300. The collision resulted in almost $7000 of damage to Mr. Tidwell's car.

27. On April 2, 2017, the plaintiff's lost her employment.

28. Defendant Eugene Matthews entered the picture and a second subpoenaed request for plaintiff's employment records causing the plaintiff additional suffering.

29. Plaintiff brings this action to be compensated for the continued ongoing damages caused as a result of the actions of Defendants Tidwell (individual capacity);

30. Matthews (individual capacity);

31. Nationwide and Titan (hereafter "Defendants"); and

32. Plaintiff sues each named defendant for negligence, intentional and negligent infliction of emotional distress, civil conspiracy and punitive damages.

FIRST CAUSE OF ACITON
COMMON LAW NEGLIGENCE
South Carolina Code §15-3-530(5)
Sherwood's Plumbing Svc., LLC
Sherwood Tidwell, Owner

33. Plaintiff re-alleges the allegations set forth in paragraphs 1-32, supra, and incorporates them herein by reference as though set forth here in full.

34. That on the occasion in question the Defendant, Sherwood Tidwell, was negligent in the following particulars, among others by his failure: 1) to keep vehicle under control; 2) failure to give full time and attention; 3) to keep a proper lookout; 4) to reduce speed to avoid collision admitted was going 30 miles an hour; 4) was ticketed for going too fast for conditions and did not contest ticket paid, etc.; 5) Violated SC Law by - Driving too fast for conditions pursuant to S.C. Code Ann. §56-5-1520 states that it is unlawful for a person to *"drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. Speed must be controlled to avoid colliding with a person, vehicle, or other conveyance."*

SECOND AND THIRD CAUSE OF ACTION
INTENTIONAL INFLICTION AND OR NEGLIGENT
OF EMOTION DISTRESS COMMON LAW
SC Code §15-3-530(5) et. al., and §38-77-330(2016) [1]
(Nationwide, Titan and Matthews)

40. Plaintiff re-alleges the allegations set forth in paragraphs 1-39, supra, and incorporates them herein by reference as though set forth here in full.

41. By the conduct alleged above, each Defendant, acted outrageously, with the intention to cause, or with reckless disregard of the probability of causing Plaintiff additional severe emotional distress even with their advance knowledge of the plaintiff's fragile state.

42. This conduct, which was unprivileged and unwanted by Plaintiff, actually and proximately caused Plaintiff severe emotional distress.

43. Defendants, and each of them, harmed Plaintiff because those actions caused her to suffer humiliation, embarrassment, mental anguish, and emotional distress.

44. The actions of Defendants, and each of them, injured Plaintiff's mind and body. As a result of such unlawful conduct and consequent harm, Plaintiff suffered damages that will be proven at trial.

45. The conduct of Defendants proximately caused Plaintiff to suffer, and to continue to suffer, damages, including injuries to her person in an amount which will be proven at trial.

46. The malicious and/or oppressive conduct of the Defendants Matthews and for Nationwide, and each of them, was in reckless disregard of Plaintiff's and therefore warrants the

[1] SC Code § 38-77-330 (2016) No claim for damage to property resulting from a motor vehicle accident may be denied or payment delayed because the person who is entitled to payment or any other person has a claim pending for bodily injury which may have arisen from the same or any other accident. Whenever an insurer has the appropriate motor vehicle coverage for the party liable and there is no dispute as to either the liability for the payment of the full property damages or the amount of monetary equivalent of these damages, then the amount payable is immediately due and owing and must be paid promptly.

57. Including actual earnings loss of pay and concerns with paying house payments and other bills causing additional mental anguish and stress with paying the medical bills to prevent harm to credit with monies earmarked for other bills and comforts;

58. The accident occurred on a Friday and Plaintiff due to fatigue upon finally arriving home slept the entire weekend not engaging in regular activities on a weekend; was, is and will be required to undergo medical treatment and to incur medical; costs and expenses in order to alleviate injuries, pain and suffering; was, is and will be precluded from engaging in normal activities and pursuits.

59. Defendants willfully, intentionally, and knowingly agreed and conspired with each other to engage in the alleged wrongful conduct, including Defendants' interference with plaintiff employment relationships by coming to an agreement between them to do an unlawful act or to do a lawful act in an unlawful way in agreement that resulted in injury to the plaintiff.

60. Defendants did the acts alleged pursuant to, and in furtherance of, that agreement and/or furthered the conspiracy by cooperating, encouraging, ratifying, or adopting the acts of the others.

61. As a direct and proximate result of the acts in furtherance of the conspiracy, Plaintiff suffered injury, damage, loss, and harm, including, but not limited to, financial status causing loss of her home, causing harm to credit, loss of payment of medical bills, paying bills, unemployment, loss of reputation, pension, status, and loss of employability.

62. The wrongful conduct committed pursuant to the conspiracy was a substantial factor in causing this harm.

63. Defendants' intentional agreement to commit, and commission of, these wrongful acts was willful, malicious, oppressive, and in conscious disregard of Plaintiff's rights, and Plaintiff

70. The actions of the Defendants were wanton, reckless and willful, with complete disregard of the welfare and the Plaintiff only need to bend any rule and elicit any help necessary so as not to have a pro se win despite the fact that settling was upper most in the Plaintiff and the trial was the direct result of their own actions; they choose to cause harm to the plaintiff instead.

71. The Defendants failure to timely settle this matter that would have resulted in no additional and lasting harm to the plaintiff when they could have settled this matter in 2016. As specified below, the actions of the Defendants have caused grave injury and damage to the Plaintiff in this matter.

72. SECTION 38-77-330 - Denial of claim or of delay of payment; payments due immediately; consequences of unnecessary delay.

CONCLUSION

WHEREFORE, Plaintiff prays for relief as set forth below.

WHEREFORE, Plaintiff, Glenda Couram prays for judgments against the Defendants, and each of them, as follows:

A. Special damages, for all medical bills to include out of pocket cost in a sum according to proof against all Defendants;

B. General and or actual damages in against all Defendants in the amount of $1,500,000 dollars (One million five hundred thousand dollars).

C. For attorney's fees as allowed by law against all Defendants and costs of suit and for such other and further relief as the court deems proper against all Defendants;

E. For punitive damages in the amount of $1,800,000 dollars (One million eight hundred dollars) against all Defendants or in the amount deemed appropriate by this court.

F. That this Court enters judgment in her favor on all counts of this complaint;

I. That this Court award her any and all other relief to which she may appear entitled.

signature on next page

DECLARATION

Under penalties as provided by law pursuant to South Carolina Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct to the best of my knowledge.

Respectfully submitted by:

Glenda Couram
Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
grcouram@hotmail.com
803 358-0127

Dated this 3rd day of July 2017
Lexington County, South Carolina

2. The defendants' as named above should not be severed or dismissed from this action because they are the principles essential parties to this action along with the other Defendants named to released these defendants will deny the plaintiff's claims for civil conspiracy but for Nationwide and Titans actions in this matte and their failure to settle this matter the plaintiff has suffered emotional, economic, mental, humiliation, ridicule[2] and the actions named in this actions.

3. If the defendants had allowed their adjuster to settle this matter the plaintiff would not have had to file a civil action at all and all of the damages she had suffered would not have occurred instead they hung onto offering small amount of money they were obligated to pay – the Defendant had a limit of 50k which is a small amount in the skim of the insurance industry instead they went after the small guy and crushed her in taking everything she worked for because of an accident was not her fault, an accident she in no way contributed to; an accident they very well knew was insured fault.

4. Plaintiff worked to *mitigate damages* by not obtaining an attorney but acting in good faith and with honestly. The plaintiff attempted to settle thru two adjusters with *Nationwide* and Titan who refused to offer more than $2,500 for pain and suffering; then the matter was sent to another adjuster who offered the same amount, told the plaintiff to continue treatment until dismissed a maximum. Then she turned around and decided that her final offer would the 15K; and then refused to even negotiate; the plaintiff was forced to file considering the fact that her medical bills were over 11K and climbing.

---

[2] *Deride* implies scorn and contempt: *"Was all the world in a conspiracy to deride his failure?"* (Edith Wharton). *N* language or behaviour intended to humiliate or mock; derision; *vb* (*tr*) to make fun of, mock, or deride

STANDARD OF REVIEW -- In Cole Vision Corporation and Sears Roebuck & Company, Inc., v. Steven C. Hobbs, O.O. and NCMIC Insurance Company; No. 4578. Decided: July 01, 2009

"Under Rule 12(b)(6) of the South Carolina Rules of Civil Procedure a defendant may move to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action." Spence v. Spence, 368 S.C. 106, 116, 628 S.E.2d 869, 874 (2006). The appellate court applies the same standard of review as the trial court in reviewing the dismissal of an action pursuant to Rule 12(b)(6), SCRCP. Doe v. Marion, 373 S.C. 390, 395, 645 S.E.2d 245, 247 (2007). "In considering a motion to dismiss a complaint based on a failure to state facts sufficient to constitute a cause of action, the trial court must base its ruling solely on allegations set forth in the complaint." Id. A Rule 12(b)(6) motion may not be sustained if facts alleged and inferences reasonably deducible therefrom would entitle the plaintiff to any relief on any theory of the case. Id. "The question is whether, in the light most favorable to the plaintiff, and with every doubt resolved in his behalf, the complaint states any valid claim for relief." Id. The court should not dismiss a complaint merely because the court doubts the plaintiff will prevail in the action. Id.

Prima facie evidence is a legal term used to mean that you have enough evidence to prove something by pointing to some basic facts, but that your proof can be refuted.

8. The plaintiff *has not alleged negligence cause of action* against the defendants, as she had repeatedly stated that has been admitted to and confirmed by the courts. And as the defendants has repeatedly stated cannot bring a third party claim against the named defendants Nationwide and Titan as she *was not* the insured. Pursuant to *Kleckley v Nw. Nat. Cas. Co. 338 SC 131, 134, 13, 526, SE.2d 218, 219(2000). As such the plaintiff has not brought a bad faith or third party claim against the defendants Nationwide and Titan.* Regardless of how many times the defendants state that she is "repackaging" and bring a negligence claims it is not in complaint filed in this court.

9. As to the claims for negligent and or intentional infliction of emotional distress plaintiff has stated more than enough facts for this matter so go before a jury and she should be allowed to

16. It is Plaintiff understanding that to label a vexatious litigant has been a ruling by a court, the only one who has labeled this plaintiff a vexatious litigant is Matthews and now the Defendants in this action without benefit of ruling by a court or judge.

17. The only time the Plaintiff was warned of being or becoming a vexatious litigant has been by Matthews and now the defendants in this action.

18. The defendants as well as Matthews, has listed all the cases this Plaintiff has filed and determined that they are all frivolous and therefore the plaintiff is vexatious. This court will not found one that was filed without merit.

19. The defendants have been the judge and jury - and apparently their declaration is the means to allow the courts to just dismiss this plaintiff claims. This pro se ask the court to go back read the complaints filed by this plaintiff (pro se) and determine who has been in the wrong and how the rulings determined were against all the well established rules of this Court, SC courts and sister courts as well as the US Federal Courts and US Supreme Court – A prime example is Matthews meetings with Judges and the most recent is his behavior with Judge Newman.

20. The case the Plaintiff has found that discusses this process involving labeling or declaring someone a vexatious litigant and frivolous is Justin *Ringgood-Lockhart; Nina Ringgold v County of Los Angeles, et.al., No. 11-57231, D.C. No. 2:11-cv-01725-R-PLA, decided December 2, 2013, filed August 4, 2014.*

21. The cases cited by the defendants City of Columbia v Assa'ad-Faltas, 420 S.C. 28, 49, 800 S.E2d 782, 792 (2017) does not apply this pro se Plaintiff. She *has harassed* no one she seeks justice which is her right from the courts of South Carolina and so far she has not received that justice

IN CONCLUSION

A. The defendants has provided no basis for sanctions and should be themselves sanctioned for frivolous asking for sanctions against this pro se because an attorney Matthews has determine her a vexatious litigant.

B. The court should grant summary judgment in favor of the plaintiff in this matter. And deny the defendants' request to Dismiss in this Amended Complaint, which appears to have been amended to declare the plaintiff a vexatious litigant and provide support for that request.

C. This honorable court in seeking justice should deny the request to dismiss Nationwide as a Defendant as the Adjusters worked for Nationwide and they are the Parent company to Titan.

D. This honorable court in the in the interest of justice should has deny the request to severe Nationwide and Titan.

E. This honorable court, in the interest justice should also deny the defendants' request to sanction the Plaintiff because her claims are not frivolous nor *their determination /declaration that the plaintiff is a vexatious*.

D. While the plaintiff is not a learned attorney she has researched each case, researched cases filed, complaints filed by learned attorneys and filed according based on that research.

E. Plaintiff has also taking rulings from all courts and incorporated in her complaints, motions, etc., filed and at times based her complaints, etc., on those rulings and to declare her vexatious or frivolous is to declare all learned attorneys and judges the same. I was also careful, to have a case before filing even in this case matter.

F. All this plaintiff seeks is justice without prejudice, bias, predetermine and courts trials that are less than based on the truth instead of taking down a citizen of this state who deserves the same justice as everyone else instead there was an all out conspiracy to see that justice was

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Glenda R. Couram Plaintiff, vs. Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity dba Sherwood's Plumbing Services, LLC[1] Sherwood F. Tidwell, Owner/Oper./Agent #30530 and Beatrice Tyree Tidwell Tracy Peer and Mark Skurko, in their individual and official capacities Defendants.	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CASE NO.: 2017-CP-40-04048 PLAINTIFF'S FIRST REQUEST TO AMEND JURY TRIAL DEMANDED

AMENDED COMPLAINT TO ADD NATIONWIDE CLAIM ADJUSTERS TRACY PEER AND MARK SKURKO AND TWO ADDITIONAL CAUSES OF ACTIONS TORITIOUS INTERERENCE WITH EMPLOYMENT RELATIONSHIP AND TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIP WITH LEGAL MALICE

COMES NOW pro se Plainuff, Glenda R. Couram, and complaining of the above-named Defendants, alleges as follows:

PARTIES

1. Glenda R. Couram (hereafter "Plaintiff") is, and at all times relevant a citizen and resident of Lexington County and State of South Carolina.

[1] 16 Jade Street, LLC v. R. Design Const. 398 S.C. 338 (2012), 728 S.E.2d 448; This case presents the novel question of whether a member of a limited liability company can be held personally liable for torts committed while acting in furtherance of the company's business. We hold the General Assembly did not intend the LLC act to shield a member from liability for his own torts

64

10. Subject matter in this action is properly heard in this Court, as the action incorporates an amount in controversy as set forth in this complaint exceeds $25,000.00.

11. At all times mentioned herein, South Carolina Code §15-70-20, 30 is binding on all defendants as they are licensed and subject to the laws of South Carolina.

12. Within the time provided by law, Plaintiff now timely files this action. This accident occurred on September 18, 2015 a Friday and has a three (3) year SOL that will not end until September 18, 2018; South Carolina Code Ann. §15-3-530 et. al., and SC Title 38 §§38-59-10 et.al., the remaining claims are filed within the applicable Statute of Limitations.

GENERAL ALLEGATIONS

13. The allegations contained in paragraphs 1 – 10, above, are repeated as if fully rewritten herein.

14. The plaintiff's terror, persecution and drama begin with an automobile accident on September 18, 2015, when she became a direct victim[2] of the Tidwell that lead to her becoming a victim of those with "power" to include the named defendants and a school of attorneys. Where her only crime was following the law as of the State and exercising her rights with the resulting consequences outlined in this complaint.

15. Were her only crime was following the laws of the State that lead to the accident on or about September 18, 2015, at approximately 4:20 pm the second vehicle, Cadillac, operated by Brandon S. Brown, and came to a stop directly behind the plaintiff.

16. That the Defendant, Sherwood Tidwell, driving a commercial vehicle for his business as a Plumber, and as he testified driving 30 miles an hour and being unable to stop in the middle lane without colliding with a truck chose to switch lands as he did not see any traffic and collided

[2] Title 16 Crimes and Offices against a person Article 15, Section 16-3-1505 et.al., Victim" means any individual who suffers direct or threatened physical, psychological, or financial harm

66

23. The court required the plaintiff to enter into mediation[3] with Defendant Tidwell's attorney that led to the plaintiff losing her job and defendant.

24. Nationwide's and or Tidwell's Attorney subpoenaed all the plaintiff medical records (10 years worth) at Palmetto Health; they subpoenaed plaintiff's records with Blue Cross Blue Shield, Vital Energy, Midlands Counseling, Palmetto Spine Center and then subpoenaed employment records twice in 2016 and later in 2017.

25. Plaintiff tried to settle with Adjustor Skruko and he would only offer about $10,000; to include pain and suffering; plaintiff tried to settle several times and during that time she continued to supply the Defendants with medical bills, etc.

26. Plaintiff told Mr. Skruko that she would file to the courts by March 30, 2016, and did so, if he would not be reasonable she made another offer of 28k, nothing happened except a transfer to another adjuster.

27. Plaintiff informed Ms. Peer she would be going back into therapy and was told to call back when completed, that therapy ended in May 2016, plaintiff once again attempted to settle with the new adjuster and was offered 20k, to include pain and suffering in the end Ms. Peer offered $15,000, that did not account for loss pay or time, plaintiff countered and the negotiation ended.

28. Plaintiff then went into mediation, as required by the Court, Nationwide continued to disregard the laws of South Carolina by refusing to go any higher than 20k despite proof of medical bills and other evidenced that collected on the plaintiff.

29. On April 2, 2017, the plaintiff's lost her employment.

30. Defendant Eugene Matthews entered the picture and a second subpoenaed request for plaintiff's employment records causing the plaintiff additional suffering.

[3] The mediator attorney Amy Cofield of Cofield Law Firm and her Attorney Lori Shortt.

regard to the actual and potential hazards then existing. Speed must be controlled to avoid colliding with a person, vehicle, or other conveyance."

35. Mr. Tidwell was negligently entrusted to drive the vehicle used in his business knowing that he needed glasses and did not obtain glasses until January 2016 as attorney admitted to in the admissions after causing lasting injury to the plaintiff and that as a further direct and proximate result of the negligence of the Defendant, Sherwood Tidwell.

36. As a direct and proximate result of the negligence and carelessness of the Defendant, the Plaintiff: suffered serious, painful and chronic back pain, great physical pain and mental; anguish, severe and substantial emotional distress, loss of the capacity for the enjoyment of life, she suffered pain while performing her job; the Plaintiff, Glenda Couram, has been forced to expend large sums of money for (special damages out of pocket costs medical bills, medical treatment, x-rays, and for medicine for the treatment of the aforesaid injuries to herself; with continued anxiety to pay the medical bills at the expense of her normal bills to prevent collections and toll on her credit due to collection letters). And ultimately she lost her job that she relied on for retirement, pension, medical, benefits, etc., See Am. Mut. Fire Ins. Co. v Passmore, 275 S.C., 618, 621, 274 S.E.2d 416, 418; now she lives in constant fear of loss of her home she has had since 1994 and other enjoyments and necessities of life.

37. That as a further direct and proximate result of the negligence of the Defendant, Sherwood Tidwell, the Plaintiff, was forced to lose time from her employment and has suffered a loss of wages for which she seeks – including three days of leave without pay during the holidays due to using all her time for medical treatment and travel.

38. All of the Plaintiff's losses were, are the direct and solely due to and by reason of the

45. The conduct of Defendants proximately caused Plaintiff to suffer, and to continue to suffer, damages, including injuries to her person in an amount which will be proven at trial.

46. The malicious and/or oppressive conduct of the Defendants Matthews and for Nationwide, and each of them, was in reckless disregard of Plaintiff's and therefore warrants the imposition of punitive damages, especially in influencing and controlling the outcome of the trial.

47. The Defendants having full knowledge of the Plaintiff's, fragile state acted as one to harass and torture her resulting in a physical reaction during the trial humiliating and embarrassing her further

48. The emotional distress suffered by Plaintiff was and continues to serious and severe. The Attorney for Nation and Matthews met several times in full view in fact ensured she saw them outside the courthouse, inside the court housing – even when neither were required to be present on the day of meetings, April 27th etc., the relationship between judge and Matthews and other actions that will be proven at trial

49. *Plaintiff suffered severe injury by the actions of the Defendants including escalating her* anxiety, stress, PTSD and panic attacks.

50. The Defendants played with the plaintiff like she was a mouse in a trap to such an extent that the injury manifested itself in a fever blister that remained four days after the trial.

51. The actions was from Nationwide who felt it was okay to call Lexington County Sheriff Department to report the plaintiff as suicidal merely because she called to check on her life insurance policy after her dismissal from employment a policy she was paying for and still had to pay for with her change in circumstances; the report lead to EMS coming to Couram's home and the Sheriff standing outside her home for 40 plus minutes; and their refusal to not call EMS.

60. The "essential consideration" in civil conspiracy is not whether lawful or unlawful acts or means are employed to further the conspiracy, but whether the primary purpose or object of the combination is to injure the plaintiff.

61. The purpose of the acts was foreseeable injury irreparable to the plaintiff given all of the acts involved and the plaintiff herself, age, race, physical and mental issues already present that each defendant were perfectly aware of and unlawful act is not a necessary element of the tort.

62. Including actual damages earnings loss of pay and fear of losing her home she home every day, concerns with paying house payments and other bills causing additional mental anguish and stress with paying the medical bills remaining after the accident, harm to credit, loss of pension and retirement, etc.

63. Special damages to include all immediate losses, impack

64. Defendants willfully, intentionally, and knowingly agreed and conspired with each other to engage in the alleged wrongful conduct, *including Defendants' interference* with plaintiff employment relationships by coming to an agreement between them to do an unlawful act or to *do a lawful act in an unlawful way* in agreement that resulted in injury to the plaintiff.

65. Defendants did the acts alleged pursuant to, and in furtherance of, that agreement and/or furthered the conspiracy by cooperating, encouraging, ratifying, or adopting the acts of the others. Matthews abused his power and authority bestowed upon by SCDMV and South Carolina State government – conspiring with others resulting in psychological, physical and financial devastation to the Plaintiff.

66. As a direct and proximate result of the acts in furtherance of the conspiracy, Plaintiff suffered injury, damage, loss, and harm, including, but not limited to, financial status causing

74. Violated SC Law by - Driving too fast for conditions pursuant to S.C. Code Ann. §56-5-1520 states that it is unlawful for a person to "*drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. Speed must be controlled to avoid colliding with a person, vehicle, or other conveyance.*"

75. The actions of the Defendants were wanton, reckless and willful, with complete disregard of the welfare and the Plaintiff only need to bend any rule and elicit any help necessary so as not to have a pro se win despite the fact that settling was upper most in the Plaintiff and the trial was the direct result of their own actions; they choose to cause harm to the plaintiff instead.

76. The Defendants failure to timely settle this matter that would have resulted in no additional and lasting harm to the plaintiff when they could have settled this matter in 2016. As specified below, the actions of the Defendants have caused grave injury and damage to the Plaintiff in this matter.

77. The law provides punitive damages in the interest of society by condemning the choice to ignore others' safety. To deter wrongdoers and others from similar future conduct; and to vindicate the victim's rights by requiring the wrongdoer to compensate her for recklessly violating those rights.

SIXTH CAUSE OF ACTION
COMMON LAW TORTIOUS INTERFERENCE WITH ECONOMIC, BUSINESS RELATIONSHIP AND LEGAL MALICE
(as applicable)
South Carolina Ann. Code §§15-3-530(5)
(All Defendants)

78. The allegations contained in paragraphs 1 – 77, above, are repeated as if fully rewritten herein.

76

would interfere with the employment relationship causing the plaintiff to lose in whole present and future economic benefit of the relationship

84. The third parties conduct interfered with the relationship

85. The third parties intended to interfere with the relationship

86. The third parties' conduct caused the Plaintiff termination directly.

87. The conduct of the third parties resulted in economic damages and mental distress anguish – the damages are especially egregious (shocking, appalling, horrendous) due to the plaintiff's health, race and age (and unlikelihood of finding another comparable position)

88. The defendants were well aware of the plaintiff's health issues as Matthews has called her vexatious, mental, and divorced from reality (showing no connection to what is real) or true.

89. The attorney hired by Tidwell had subpoenaed the plaintiff's employment records twice, subpoenaed her medical records, mental health records all the way back to ten plus years they elicited the aid of Attorneys Amy Cofield and Lori Shortt who were the mediator and her attorney.

90. The conduct of Defendants was purposeful and intentional and was engaged in for the express purpose of depriving Plaintiffs of property and legal rights to her employment or otherwise causing injury, and was despicable conduct that has subjected Plaintiff to cruel and unjust hardship in conscious disregard of its rights, and was performed with fraud, oppression or malice.

91. The Couram was an established public employee with standing who had a good satisfactory relationship with her employer to include an employment record for over 8 years at the time of the car accident. She could only be terminated for cause which was provided by the defendants without any regard for the Plaintiff and the resulting devastation on her life as a result

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Glenda R. Couram Plaintiff, vs Nationwide Mutual Insurance Company, Titan Indemnity Company, *Eugene Matthews, in his individual capacity* dba Sherwood's Plumbing Services, LLC *Sherwood F. Tidwell, Owner/Oper./Agent* #30530 and Beatrice Tyree Tidwell Tracy Peer and Mark Skurko, in their individual and official capacities Defendants.	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CASE NO.: 2017-CP-40-04048 JURY TRIAL DEMANDED

RICHLAND COUNTY FILED
2017 DEC -6 PM 12:17
JEANNETTE W. WALKER
C.C.P. & G.S.

PLAINTIFFS' MOTION FOR
(1) LEAVE TO FILE FIRST AMENDED COMPLAINT
ADDING TWO ADDITIONAL PARTIES
HAS NOT RUN AND
(2) ADDING TWO ADDITIONAL CAUSES OF ACTION

Pursuant to South Carolina and Federal Rule of Civil Procedure 15(a)(2), pro se Plaintiff Glenda Couram respectfully file this motion seeking leave to file a first Amended Complaint by leave of this court as Plaintiff's, adds two new Defendants claims Adjusters Tracy Peer and Rick Skurko in their individual and official capacities and 2) Plaintiff ask for leave to add two new causes of action Tortious interference with employment relationship and tortious interference with business relationship to include legal malice. The statute of limitations has not run on this matter.

2. There is no prejudice to the defendants.

3. This Court should grant leave freely to amend a complaint. *Foman v. Davis*, 371 U.S. 178, 182 (1962).

signature on next page

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT
) CASE NO.: 2017-CP-40-04048
Glenda R. Couram)
Plaintiff,)
vs)
)
Nationwide Mutual Insurance Company,)
Titan Indemnity Company,)
Eugene Matthews, in his individual capacity)
dba Sherwood's Plumbing Services, LLC)
Sherwood F. Tidwell, Owner/Oper./Agent)
#30530 and Beatrice Tyree Tidwell)
Tracy Peer and Mark Skurko, in their)
individual and official capacities)
Defendants.)
)
JURY TRIAL DEMANDED

RICHLAND COUNTY
FILED
2017 DEC -5 PM 2:17
JEANETTE W. McBRIDE
C.C.P. & G.S.

CERTIFICATE OF SERVICE

This certifies that I caused a true and correct copy of Plaintiffs' Motion for Leave to File the attached Amended Summons and Complaint and the accompanying Memorandum in Support of Plaintiff's Motion for Leave to File Amended Complaint to be served on December 4th 2017, by First Class U.S. mail to adequate postage attached:

Eugene H. Matthews, Esquire
Pro se Defendant
c/o Richardson, Plowden and Robinson
1600 Marion Street
P.O. Drawer 7788
Columbia, South Carolina 29202

Jescelyn T. Spitz, Esquire
Attorney for Sherwood Tidwell Plumbing Svc., LLC and Beatrice Tidwell
Clawson and Staubes, LLC
1612 Marion Street, Suite 200
Columbia, South Carolina 29201-2939

J.R. Murphy, Esquire
Murphy & Grantland, P.A.
P.O. Box 6648
Columbia, South Carolina 29260

Tracy Peer, Claims Specialist III,
Commercial Litigation
Nationwide Non-Standard Claims
P.O. Box 93863
Cleveland, OH 44101-5863

signature on next page

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	CASE NO.: 2017-CP-40-04048
	)	
Glenda R. Couram	)	
Plaintiff,	)	
	)	
vs	)	
	)	
Nationwide Mutual Insurance Company,	)	
Titan Indemnity Company,	)	
Eugene Matthews, in his individual capacity	)	
dba Sherwood's Plumbing Services, LLC[1]	)	
Sherwood F. Tidwell, Owner/Oper./Agent	)	
#30530 and Beatrice Tyree Tidwell	)	
Tracy Peer and Mark Skurko, in their	)	
individual and official capacities	)	
	)	
Defendants.	)	JURY TRIAL DEMANDED
	)	

MEMORANDUM IN SUPPORT OF MOTION TO AMEND *BE FREELY ALLOWED* PUSURANT TO SCRCP RULE 15

SC Supreme Court in Patton v. Miller, 27730, (2017) expounded the requirements in allowing an amendment of a complaint pursuant to Rule 15(a) which provides that when a party asks to amend his pleading, "leave shall be freely given when justice so requires and does not prejudice any other party." Rule 15(a), SCRCP. "This rule strongly favors amendments and the court is encouraged to freely grant leave to amend." *Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276, 286, 607 S.E.2d 711, 717 (Ct. App. 2005) (citing *Jarrell v. Seaboard Sys. R.R., Inc.*, 294 S.C. 183, 186, 363 S.E.2d 398, 399 (Ct. App. 1987)). "Rule 15(a) is substantially the same as the Federal Rule," Rule 15(a), SCRCP notes, and

[1] 16 Jade Street, LLC v. R. Design Const. 398 S.C. 338 (2012), 728 S.E.2d 448; This case presents the novel question of whether a member of a limited liability company can be held personally liable for torts committed while acting in furtherance of the company's business. We hold the General Assembly did not intend the LLC act to shield a member from liability for his own torts

84

allegations, conclusively establishing a defense as a matter of law. The facts as alleged in the complaint are regarded as true, and the plaintiff is afforded the benefit of every favorable inference.

II. TREATMENT OF *PRO SE* LITIGANTS IN THE COURTS

III. A. PLEADING STANDARDS[2]

Pro se pleadings are held to a less stringent standard than those drafted by lawyers[1] Haines v. Kerner, 404 U.S. 519, 520 (1972). Pro se complaints are construed liberally and may *only be dismissed if it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief. Nordstrom v. Ryan, 762 F.3d 903, 908 (9th Cir. 2014).* A pro se litigant is entitled to notice of the deficiencies in the complaint and an opportunity to amend, unless the complaint's deficiencies could not be cured by amendment. See Noll v. Carlson, 809 F.2d 1446, 1448 (9th Cir. 1987). See *Genaro v. Municipality of Anchorage*, 76 P.3d 844 (Alaska 2003); 745 P.2d 66 (Alaska 1987).

IV. STANDING - CLAIM FOR TORTIOUS INTERFERENCE W/ EMPLOYMENT AND BUSINESS RELATIONSHIP TO INCLUDE LEGAL MALICE

Standing is the legal right of a litigant to challenge the conduct of another in a judicial forum. A party whose standing is challenged must show a concrete, particularized, actual, or imminent injury in fact for which some relief can be given, and that the interest to be protected is within a statutorily or constitutionally protected zone. The interest must be direct, immediate, and substantial, and the litigant must have a personal stake in the outcome must be denied.

---

[2] Erickson v. Pardus, 551 U.S. 89, 94, 127 S.Ct. 2197 (2007) (*pro se* pleadings "however in artfully pleaded, must be held to less stringent standards than formal pleadings drafted by lawyers").
Bobal v. Rensselear Polytechnic Institute, 916 F.2d 759, 762-63 (2nd Cir. 1990), *cert. denied*, 499 U.S. 943, 111 S.Ct. 1404 (1991). (Attached)
Washington v. James, 782 F.2d 1134, 1138 (2nd Cir. 1986) (complaint not to be dismissed unless "frivolous on its face or wholly unsubstantial").
Pezhman v. City of New York, 29 A.D.3d 164, 168, 812 N.Y.S.2d 14, 18 (1st Dep't 2006) (a "*pro se* complaint should be construed liberally in favor of the pleader).

Crabtree Masonry Co. v. C & R Const., Inc., 575 S.W.2d at 5; Haga v. Blanc & West Lumber Co., Inc., 666 S.W.2d 61, 63 (Tenn. 1984). For the purpose of this review, the Court will accept the plaintiff's statement of the facts.

The *Foman* Court continued:

> Under Rule 15(a), the circuit court should have considered whether the defendants were prejudiced by the amendment, or whether there was some other substantial reason to deny it. Instead, the circuit court denied the motion to amend based solely on its mistaken belief that the amendments could not relate back under Rule 15(c). The circuit court thus denied the motion to amend the complaint on its perception of the merits of the amended claims, not under the criteria for amendment the court was required to consider under Rule 15(a). This was error, regardless of the soundness of the Rule 15(c) analysis. *SeeTanner v. Florence Cty. Treasurer*, 336 S.C. 552, 558-60, 521 S.E.2d 153, 156-57 (1999) (analogizing a Rule 15(d) motion to supplement a complaint to a motion to amend a complaint under Rule 15(c) and finding the trial court erred in denying the plaintiff's motion to supplement his complaint because the trial court should not have relied on the merits-related question of whether the defendant was immune under the Tort Claims Act). *Cf.* 6 Charles Alan Wright, Arthur R. Miller & Mary Kay Kane, *Federal Practice and Procedure* § 1487 (3d ed. 2010)
>
> *See Lee v. Bunch*, 373 S.C. 654, 661, 647 S.E.2d 197, 201 (2007) ("The prejudice that would warrant denial of a motion to amend the pleadings is a lack of notice that a new issue is to be tried and a lack of opportunity to refute it."

If the underlying facts or circumstances relied upon by a plaintiff may be a proper subject of relief, he ought to be afforded an opportunity to test his claim on the merits. In the absence of any apparent or declared reason—such as undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, undue prejudice to the opposing party by virtue of allowance of the amendment, futility of amendment, etc.—the leave sought should, *as the rules require*, be freely given. *Id.* (citing Fed. R. Civ. P. 15(a)); *accord Forrester v. Smith & Steele Builders, Inc.*, 295 S.C. 504, 507, 369 S.E.2d 156, 158 (Ct. App. 1988).

The Fed.R.Civ.P. FRCP 15 places leave to amend within the sound discretion of the trial court, we have stressed that a court must remain guided by "the underlying purpose of Rule 15 ...

IN CONCLUSION

The plaintiff has alleged significant facts to survive a motion to dismiss. The plaintiff files this motion to amend her complaint for the *first time* with permission of this court the motion ask to add two additional causes of action tortious interference with employment and business relationship/*legal malice* and based on the forgoing well established law.

Courts are required to allow amendments of complaints especially for pro se plaintiffs. The pro se is not asking this court for special favors what she asks for is a fair and just hearing and that she be allowed to amend and the courts be as lenient with her as they have been with the defense attorneys by freely allowing amending in order form her obtain justice in these courts.

The Plaintiff is the master of her complaint and she dropped Nationwide and Titan under the approval by the court she could sue them later and working with the Defendant's attorney she agreed to drop both Nationwide and Titan from the initial complaint however the court upon review of the filed Order will note that she did not give up her rights to bring claims against these defendants in the future if the need arose.

Respectfully Submitted by,[3]

Glenda R. Couram
Pro se Plaintiff
104 Macaw Lane
Lexington, South Carolina 29073
(803) 358-0127
grcouram@hotmail.com

Dated this 4th day of December 2017
Lexington County, South Carolina

[3] I ask the court to please forgive any typos or grammatically errors.

90

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2017-CP-40-04048

Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his *in his individual capacity, Sherwood Plumbing* SVC, LLC, dba and Beatrice T. Tidwell, Rick Skurko in his official and individual capacity and Tracey Peer, in her official and individual capacity

Defendants.

PLAINTIFF MOTION TO RECONSIDER

PLAINTIFF'S MOTION TO RECONSIDER RULE 59(E) AND RECONSIDER ALLOW PLAINTIF TO AMEND COMPLAINT PER RULE 15(a)

This action is currently before the Court on Defendants' Nationwide Mutual Insurance Company's ("Nationwide") and Defendant Titan Indemnity Company's ("Titan") (hereinafter collectively "the insurers"); Rick Skurko and Tracy Peer Motion to Dismiss Plaintiff's claims against them pursuant Rule 12(b)(6), SCRCP and Motion for Judgment on the Pleadings and Motion to Dismiss per Defendant Matthews; Sherwood Plumbing Service, LLC and Beatrice T. Tidwell. A Motion to Dismiss hearing was conducted on February 12, 2018 before Judge Cooper. Appearing for Nationwide Mutual Insurance Company and Titan Indemnity Company was J.R. Murphy, Esquire; Defendant Eugene Matthews appeared pro se and appearing for Sherwood Tidwell Plumbing Service and Beatrice T. Tidwell is Jescelyn Spitz, Esquire.

As of the May 3, 2018, the date of this Motion to Reconsider the Plaintiff has not been served with a written, signed hard copy of the Judge's Order from Judge Cooper, from the Clerk of Court or the Defendants. As required under Rule 58. Plaintiff contacted the Judge to inform

this Motion to Reconsider to preserve her rights to file the 59 Motion and to ensure timeliness of the Appeal in the above matter.

1. THE DEFENDANTS NAMED IN INITIAL SUMMONS AND COMPLAINT:

1. Beatrice T Tidwell,
2. Sherwood Tidwell Plumbing Service, LLC,
3. Nationwide Insurance Company,
4. Titan Indemnity and
5. Eugene Matthews

2. DEFENDANTS NAMED IN THE AMENDED COMPLAINT FILED AS A RIGHT UNDER Rule 15(a) --- A party may amend his pleading once as a matter of course at any time *before a responsive pleading is served* and prior to entry of an order of dismissal or, if the pleading is one to which no responsive pleading is permitted and the action has not been placed upon the trial calendar, he may so amend it at any time within 30 days after it is served.

1. Beatrice T Tidwell, **not named** in the previous action per court records
2. Sherwood Tidwell Plumbing Service, LLC, **not named** in the previous actions per court records
3. Nationwide Insurance Company, **not named** in the previous action per court records
4. Titan Indemnity, **not named** in the previous action per court records
5. Eugene Matthews, **not named** in the previous actions per court records

3. DEFENDANTS NAMED IN THE AMENDED COMPLAINT - December 4, 2017 REQUIRING COURT APPROVAL OR DEFENDANTS IF THEY PROVIDED IT BY MOTION -- a party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be *freely given when justice so requires*:

1. *Beatrice T. Tidwell*
2. Sherwood Tidwell Plumbing Service, LLC
3. Nationwide Insurance Company
4. Titan Indemnity
5. Eugene Matthews
6. Tracy Peer
7. Rick Skurko

Additional Cause of Action Per Rule 15 - Amended Complaint

8. Plaintiff requested to add additional cause of action of Tortious Interference with Employment.

94

issues which might have been raised in the former suit." *Id.* at 34, 512 S.E.2d at 109 (citations omitted).

In *Plum Creek*, we also recognized that simply seeking a different remedy in the second lawsuit for the same cause of action does not negate the identical nature of the subjects of the two actions. *Plum Creek Dev. Co.*, 334 S.C. at 35 n. 4, 512 S.E.2d at 109 n. 4. We explained that "[a] claim for damages is a claim for relief rather than an assertion of a different cause of action for purposes of determining the applicability of res judicata." *Id.* at 35, 512 S.E.2d at 109 (quoting 46 Am.Jur.2d *Judgments* § 536 (1994)). Furthermore, we noted that "for purposes of res judicata, `cause of action' is not the form of action in which a claim is asserted but, rather the `cause for action, meaning the underlying facts combined with the law giving the party a right to a remedy of one form or another based thereon.'" *Id.* at 36, 512 S.E.2d at 110 (quoting 50 C.J.S. *Judgment* § 749 (1997)).

Because this conceptual framework is fundamentally sound, we take this opportunity to definitively rule that the four tests previously used by our appellate courts should be considered merely as factors rather than rigid, independent tests.[8] We believe this approach effectuates the fundamental purpose of *res judicata*, which is to ensure that "no one should be twice sued for the same cause of action." *First Nat'l Bank of Greenville v. U.S. Fid. & Guar. Co.*, 207 S.C. 15, 24, 35 S.E.2d 47, 56 (1945).'

However, res judicata and collateral estoppel "have been subjected to exceptions to their application." *Mr. T*, 378 S.C. at 137, 662 S.E.2d at 418. These "preclusive doctrines are `not to be rigidly or mechanically applied and must[,] on occasion, yield to more fundamental concerns.'" *Id.* at 138, 662 S.E.2d at 419 (quoting *People v. Plevy*, 52 N.Y.2d 58, 436 N.Y.S.2d 224, 417 N.E.2d 518, 521 (1980)). Collateral estoppel or res judicata "may be precluded [when] unfairness or injustice results, or public policy requires it." *Carrigg v. Cannon*, 347 S.C. 75, 81, 552 S.E.2d 767, 770 (Ct. App. 2001) (citing *State v. Bacote*, 331 S.C. 328, 331, 503 S.E.2d 161, 163 (1998)).

Res judicata's fundamental purpose is "to ensure that `no one should be twice sued for the same cause of action.'" Judy v. Judy, 393 S.C. 160, 173, 712 S.E.2d 408, 414 (2011) (internal citation omitted). Res judicata bars a second suit where there is (1) identity of parties; (2) identity of subject matter; and (3) adjudication of the issue in the first suit. Judy, at 412, 712 S.E.2d at 167. The evidence supports the Master's conclusion that res judicata settles the title issue as between the State and appellant. See Yelsen Land Company, Inc., v State, (SC Sup Ct 2012).

It is clear in the caption, Plaintiff is not suing the same Defendant, nor is she suing for the same causes of action; nor have any court ruled on these causes of action or injuries. Therefore,

96

Further, the doctrine of collateral estoppel does not apply. "Collateral estoppel prevents a party from relitigating in a subsequent suit an issue actually and necessarily litigated and determined in a prior action." *Jinks v. Richland County*, 355 S.C. 341, 585 S.E.2d 281 (2003). Respondent's entitlement to benefits following Stone's death was neither actually litigated in the first action, nor was the entitlement issue necessary to the resolution of the amount of benefits dispute.

> 'In Judy v Judy, 712 SE, 2d (SC Sup Ct 2011) In order for *res judicata* to operate as a bar to James's lawsuit for waste, the following elements needed to be proven: (1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit. *Riedman Corp. v. Greenville Steel Structures, Inc.*, 308 S.C. 467, 419 S.E.2d 217 (1992).
>
> Our courts, however, have found that the doctrine of *res judicata* is not an "ironclad" bar to a later lawsuit. *Garris v. Governing Bd. of the South Carolina Reinsurance Facility*, 333 S.C. 432, 449, 511 S.E.2d 48, 57 (1998).
>
> Significantly, the *Restatement (Second) of Judgments* has recognized exceptions to the application of this doctrine.[5] *See Restatement (Second) of Judgments* § 26 (1982 & Supp.2011); *id.* (noting in commentary that section 26 "presents a set of exceptional cases in which, after judgment that would otherwise extinguish the claim under the rules of merger or bar..., the plaintiff is nevertheless free to maintain a second action on the same claim or part of it.").
>
> Although there is no dispute in our jurisprudence regarding the three elements of *res judicata*, our courts have utilized at least four tests in determining whether a claim should have been raised in a prior suit.[7] Because a determination 172*172 of whether *res judicata* precludes a subsequent suit cannot be reduced to a formulaic process, we decline to adopt or attempt to define a single standard. *See Aliff v. Joy Mfg. Co.*, 914 F.2d 39, 43 (4th Cir.1990) ("There is no simple test to determine what constitutes the same cause of action for res judicata purposes. Each case presents different facts that must be assessed within the conceptual framework of the doctrine.").
>
> Instead, we reiterate and rely on the conceptual framework recognized in *Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 512 S.E.2d 106 (1999), wherein we stated: Res judicata bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties. Under the doctrine of res judicata, "[a] litigant is barred from raising any issues which were adjudicated in the former suit and any

98

provided for under Rule 8.[2] *Such a high standard* that is condemned by the United States Supreme Court; *such a high standard* that the defendants have decided that she must be denied all constitutional rights and access to the courts for merely seeking justice under Rule 11 and the judges are freely willing to grant or sign these Orders or make implication that the Plaintiff have been making a habit of filing frivolous and unjustifiable complaints that could be sanctionable. A day will come when a judge will simply sign away a pro se's constitutional rights at the hand of a defense attorney who had decided he or she has no rights to the courts, if what has been happening with this pro se is any indication.

See *Elmore v McCammon*, 640 F. Supp. 905 (1986) "the right to file a lawsuit pro se is one of the most important rights under the constitution and laws." "Pro se pleadings are to be considered without regrd to technicality; pro se litigants pleadings are not to be held to the same high standards of perfection as lawyers *Jenkins v McKeithen*, 395 U.S. 411, 421 (1959); *Picking v Pennsylvania R. Co.*, 151 Fed 2nd 240; *Pucket v Cox, 456 2nd 233*;

"Pleadings are intended to serve as a means of arriving at far and just settlements of controversies between litigants. They should not raise barriers which prevent the achievement of that end. Proper pleading is important, but its importance consists in its effectiveness as a means to accomplish the end of a just judgment." "There can be no sanctions or penalty imposed upon one because of his exercise of Constitutional Rights." Sherar v Cullen, 481 F. 2d 946 (1973)

Rule 801, See *Handy v. PPG Indus.*, 154 N.C.App. 311, 571 S.E.2d 853 (2002) (emphasizing the importance of neutrality and impartiality of any tribunal in maintaining the

[2] For example, being denied having her medical records and bills being presented before as jury under Rule 803(6)(8),et.al., were business records *are not* considered hearsay and are allowed before a jury especially when they are from a custodian of record when considering a case for damages and in not allowing the jury access to those records left to *speculate* as to damages which is also against the rules of court. *See Stevens v Allen*, 520 SE 2d (SC Ct App 1999);*State v Forte*, 629 SE 2d 137 (NC Sup Ct 2006)

100

integrity of our judicial and quasi-judicial processes). See *Wade v Carolina Brush Mfg. Co.*, 652 SE 2d 713 (NC Ct App 2007);

House Healers Restoration, Inc. v Ball, 437 SE 2d 383 (NC Ct Apps 1993) "abuse of discretion to deny leave to amend "without any justifying reason appearing for the denial." *Gladstein v. South Square Assoc.*, 39 N.C.App. 171, 178, 249 S.E.2d 827, 831 (1978), *disc. rev. denied*, 296 N.C. 736, 254 S.E.2d 178 (1979); *Coffey v. Coffey*, 94 N.C.App. 717, 722, 381 S.E.2d 467, 471 (1989), *disc. rev. improvidently allowed*, 326 N.C. 586, 391 S.E.2d 40 (1990); *Coble Cranes & Equip. Co. v. B & W Utilities, Inc.*, Ill N.C.App. 910, 913, 433 S.E.2d 464, 465 (1993). A "justifying reason" must be either declared by the trial court or apparent from the record. *Banner v. Banner*, 86 N.C.App. 397, 400, 358 S.E.2d 110, 111 (1987), *overruled on other grounds by Stachlowski v. Stach*, 328 N.C. 276, 401 S.E.2d 638 (1991). In this case, there is no declared reason for denying the motion to amend the answer. Thus, the question is whether there are any justifying reasons apparent from the record. "Justifying reasons" approved by our courts include "undue delay, bad faith, dilatory motive, repeated failure to cure deficiencies, undue prejudice and futility of the amendment." *Coffey*, 94 N.C.App. at 722, 381 S.E.2d at 471.

While it's understandable that the Plaintiff has to follow the procedures rules and requirements as to filings, court dates, etc., it is another matter when her complaints are not even looked at by the Judges assigned instead the Judges allow defense attorneys to be judge and jury because they do not want to be bothered with a pro se regarding of the merits of her claims and injury/damages imposed on her by defendants who can afford or obtain attorneys. This is a fundamental unfair act that does not ensure substantial justice. This court must deny the Defendants motion to dismiss because the plaintiff has done all that is required at this stage of the proceedings.

S.E.2d 462, 465 (Ct. App. 2004); Pruitt v. Bowers, 330 S.C. 483, 499 S.E.2d 250, 253 (Ct. App. 1998).

Rule 15(a), SCRCP, requires that leave to amend be freely granted in the absence of prejudice to the Defendants. See *Parker*, 362 S.C. at 286, 607 S.E.2d at 716, particular when dealing with pro se litigants.

[T]he general rule is that leave to amend a complaint under Federal Rule of Civil Procedure 15(a) should be freely given, *see Foman v. Davis*, 371 U.S. 178, 182 (1962), unless "the amendment would be prejudicial to the opposing party, there has been bad faith on the part of the moving party, or the amendment would have been futile," *Laber v. Harvey*, 438 F.3d 404, 426 (4th Cir. 2006) (internal quotation marks omitted)."

See *Steinburg v. Chesterfield County Planning Com'n*, 527 F.3d 377, 390 (4th Cir. 2008). "It is this Circuit's policy to liberally allow amendment in keeping with the spirit of [Fed. R. Civ. P.] 15(a)." *Galustian v. Peter*, 591 F.3d 724, 729 (4th Cir. 2010) (*citing Coral v. Gonse*, 330 F.2d 997, 998 (4th Cir. 1964)). "*Motions to amend are typically granted in the absence of an improper motive, such as undue delay, bad faith, or repeated failure to cure a deficiency by amendments previously allowed.*" *Harless v. CSX Hotels, Inc.*, 389 F.3d 444, 447 (4th Cir. 2004) (*citing Ward Elec. Serv., Inc. v. First Commercial Bank*, 819 F.2d 496, 497 (4th Cir. 1987)). This presumption is especially strong where the plaintiff "had not yet amended as of right and the defendant had not filed a responsive pleading." *Galustian*, 591 F.3d at 730 (holding that denial of motion to amend complaint constituted an abuse of discretion).

The proposed amended complaint before the court does not prejudice the Defendants. "Plaintiff[] simply seek[s] to add specificity to [its] allegations in a situation where defendants are aware of the circumstances giving rise to the action." *Matrix Capital Management Fund, LP*

heard in the courts of South Carolina the holding a claims adjuster individually liable for failing to settle with a plaintiff they admitted liable for but refused to settle the claim even though they were presented with the medical records and bills resulting from the accident even encouraging the plaintiff to continue treatment until she was 100 percent or as good as she would get given the injuries suffered. They repeatedly contacted the plaintiff employer about a matter that was not related to the employer is also a question that should have been put before a jury. There is a multitude of evidence that the defendants repeatedly contacted the plaintiff's employer up and until she was terminated for cause due to an "anonymous call" on March 7, 2017 that was the "cause" used by the employer to terminate the Plaintiff. Even after termination.

Gecy v South Carolina Bank & Trust (SC Ct App. 2018) - "To establish a cause of action for tortious interference with contractual relations, a plaintiff must show: 1) the existence of a contract; 2) knowledge of the contract; 3) intentional procurement of its breach; 4) the absence of justification; and 5) resulting damages." *Eldeco, Inc. v. Charleston Cty. Sch. Dist.*, 372 S.C. 470, 480, 642 S.E.2d 726, 731 (2007). "[A]n action for tortious interference protects the property rights of the parties to a contract against unlawful interference by third parties." *Dutch Fork Dev. Grp. II, LLC v. SEL Properties, LLC*, 406 S.C. 596, 604, 753 S.E.2d 840, 844 (2012) (quoting *Threlkeld v. Christoph*, 280 S.C. 225, 227, 312 S.E.2d 14, 15 (Ct. App. 1984)).

Plaintiff in her complaint alleged that the defendants named was aware of existing employment 10.8 years with the State of South Carolina/SCDMV (Department); had knowledge of the relationship; that they intentionally procured the breach of the relationship with help of third parties without justification resulting in damages.

The elements to bring the claim of tortious interference in employment relationship are 1) knowledge of the contract employment which defendants had because they contacted the

The plaintiff alleged in her Amended Complaint that her employment for 10 years was damaged by a third party (the defendants) who acted in an improper manner to interfere with the relationship "doubt as to whether an employee was acting within the scope of his employment, the court held, then the issue should be resolved by the jury, not decided by the judge prior to trial. Williams v. Autozone Stores, Inc., Dist. Court, ED Virginia 2009; Todd v. SC Farm Bureau Mutual Ins. Co., 336 SE 2d 472 - SC: Supreme Court 1985.

Allowing the Plaintiff to amend her Complaint to add a claim of Tortious Interference with her employment would not have been futile because the Plaintiff complied with Rule 8 and the defendants would have faced no prejudice in allow the claim Rule 15.

A jury could have determined by the actions of Matthews (Martin was acting outside the scope of her employment as the plaintiff was no longer with the Department); that with the evidence submitted that he had a personal vendetta against the plaintiff and he deliberately interfered with her employment as a third party eliciting the help of Martin and he did so with legal malice to harm the Plaintiff. In a documented letter Martin stated that she outside the normal operating procedure of the State and Department deliberately contacted the "opposing" attorney involving the auto accident to ask about the Plaintiff's use of FMLA, she did not contact the Plaintiff's supervisor or Manger (who had never spoken to the Plaintiff about abuse of FMLA since she had been approved yearly since 2009) and in doing procured the "just cause" that resulted in Plaintiff's termination April 3, 2017. She followed up that abuse of the Plaintiff by showing up for the July trial were no witnesses were expected along with Matthews before Judge Newman who had a relationship with Matthews and the Department and failed to discuss.

Whether or not the defendants' actions precipitated provided the cause to terminated plaintiff interest in her employment is a question of fact to be resolved by the jury. *See* (5th Ed.

The issue of double jeopardy is the focus of a Civil Conspiracy claim. *See Johnson v Roberts*, (SC Ct App 2018).

"Our supreme court has cautioned that issue preservation "is not a `gotcha' game aimed at embarrassing attorneys or harming litigants." *Atl. Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 329, 730 S.E.2d 282, 285 (2012).

The appeals court is free to decide this question of law with no particular deference to the lower court. See *S.C. Const. art.* V, §§ 5 and 9; S.C.Code Ann. §§ 14-3-320 and -330 (1976 & Supp.1998); S.C.Code Ann. § 14-8-200 (Supp.1998) (granting Supreme Court and Court of Appeals the jurisdiction to correct errors of law in both law and equity actions). See *Allegro, Inc. v Scully*, 418, SC 2d 791, S.E.2d 140 (2016); a need to revisit this cause of action and to abolish "Todd and its progeny."

Defendants argue that Plaintiff does not allege special damages as required by the law and her claims just repeats what has been alleged in the previous cause of actions that is simply not so. Assuming, *in arguendo*, that there is a "special damages" pleading requirement, the Original and Amended Complaint is properly pled and the Defendants' Motion to Dismiss should be denied.

First and foremost, the Amended Complaint properly alleges a claim for civil conspiracy, including special damages. Plaintiff alleges that the individual defendants, combined, schemed and planned to orchestrate an agenda to blacklist and remove the Plaintiff from her position with the Department leading to her financial ruin because she brought legal action against the defendants.

Plaintiff further alleges" that the damages sustained were special damages and different from other damages, to include legal costs, and other damages which could not have been caused

This would also make this a *Novel* question according the SC Supreme Court ruling in *Allegro, Inc. v Synergetic, Inc. et al.*, Op. No. 27662 (S. Ct., filed August 24, 2016) that makes this matter not subject to the motion to dismiss.

The third element of civil conspiracy, special damages, must be satisfied to prevent a double recovery. *Kuznick v Bess Ferry Asssoc.*, 342 S.C. 570, 610, 538 S.E.2d 15, 31 (Ct. App. 2000) "It is well-settled in South Carolina that the tort of civil conspiracy contains three elements: (1) a combination of two or more persons; (2) for the purpose of injuring the plaintiff; (3) causing plaintiff special damage. See *Future Group, II v. Nationsbank*, 324 S.C. 89, 478 S.E.2d 45 (1996); *LaMotte v. Punch Line of Columbia, Inc.*, 296 S.C. 66, 370 S.E.2d 711 (1988); *Lee v. Chesterfield Gen. Hosp., Inc.*, 289 S.C. 6, 344 S.E.2d 379 (Ct.App.1986). See also *Anthony v Ward*, 336 Fed. Appx. 311, 318 (4th Cir. 2009) (unpublished opinion attached) (interpreting South Carolina civil conspiracy law and recognizing: *"The case law makes clear that the concern is with the plaintiff receiving a double recovery"*.)

See *First Union Nat'l Bank of S.C. v. Soden*, 333 S.C. 554, 575, 511 S.E.2d 372, 383 (Ct.App.1998) (quoting *Island Car Wash, Inc. v. Norris*, 292 S.C. 595, 599, 358 S.E.2d 150, 152 (Ct.App.1987)).

Allegro, Inc. v Scully, 418 S.C. 24, 37, 791 S.E. 2d 140, 147 (2016), reh'g denied (Oct 26, 2016). Instead, Chief Justice Pleicones states that "special damages were created to prevent double recovery by a plaintiff, but were not meant to be a strict pleading burden forced upon plaintiffs. *Id.* At fn. 3. This is also the understanding in the 4th Circuit Court unpublished decision; Anthony v Ward and Sheppard, No. 07-1932 (US Court of Appeals 2009).

12. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS *AND* NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS A NOVEL QUESTION AS TO DIRECT VICTIM

Matthews and the Defendants knew that the plaintiff was a vocational rehabilitation client, had her medical records from the last ten years of her life, including her mental health records.

Will a defendant with malice tell a third party in authority that you are "divorced from reality" make a person exclaim outrageous? It should when it is made to the employer by the attorney and is a matter of public record not stated in a court setting make to SCHAC Investigator.[6] And then telling the court he was there as an attorney for vocational rehab a fact that was untrue and can be proven, after deliberately looking for the plaintiff make an ordinary person shut "outrageous" for actions of an officer of the court, it should.

Will repeatedly working with the plaintiff admitting liability, encouraging her to seek medical attention until she was 100 percent or close to it and when getting her medical bills and offering her less repeatedly, sending her to different claims adjusters making her believe that settle was imminent – each agents was supposed to be over the first agent negligent and intentional infliction of emotional distress? And when the Plaintiff believes she will be dealt with fairly finally is given the same settlement offer make a jury shut "outrageous" it should.

The defendants named in this action according Torts and personal injury laws state that each of us are responsible for our own torts/wrongs inflicted on another, just as Tidwell in the previous action was held responsible. The fact that the plaintiff brought a claim against Tidwell does not prevent her bring these actions against the named defendants above for their torts committed against her. The defendants are just as responsible for the injuries and damages THEY inflicted on this Plaintiff just as Tidwell was held accountable for his actions. The laws does not limited the plaintiff right to seek justice to Tidwell alone, the named defendants in this actions caused her harm mentally, physically and mentally and she had everyone right to seek

[6] If the statement was made maliciously -- i.e., if the plaintiff can show that it was not made with a reasonable purpose or with reasonable cause, or that the speaker made the statement knowing it was false, or with a reckless disregard for the truth -- it will not be protected by a qualified privilege

A court should "consider only the allegations in the complaint, exhibits attached to the complaint, matters of public record, and documents that form the basis of a claim." *Lum v. Bank of Am.*, 361 F.3d 217, 221 n.3 (3d Cir. 2004).

See Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991) ("[S]ummary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery."). *Bovain v. Canal Ins.*, 383 S.C. 100, 105, 678 S.E.2d 422, 424 (2009) ("An appellate court reviews the granting of summary judgment under the same standard applied by the trial court under Rule 56(c), SCRCP."); *Fisher v. Shipyard Vill. Council of Co-Owners, Inc.*, 415 S.C. 256, 270, 781 S.E.2d 903, 910 (2016) ("In determining whether any triable issues of material fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party."); *Hancock*, 381 S.C. at 330, 673 S.E.2d at 803.

14. REQUEST FOR SANCTIONS/FRIVOLOUS LEGAL ACTIONS[8] RULE 11

Miller v. US, 230 F 486, 489. "There can be no sanction or penalty imposed upon one because of this exercise of constitutional rights." See *Sherar v. Cullen*, 481 F. 2d 946 (1973) "There can be no sanction or penalty imposed upon one because of his exercise of Constitutional Rights. *Schware v. Board of Examiners, United State Reports* 353 U.S. pages 238, 239. "The practice of law cannot be licensed by any state/State." *Sims v. Aherns*, 271 SW 720 (1925) "*The practice of law is an occupation of common right.*" See "*Elmore v. McCammon* (1986) 640 F. Supp. 905 "... the right to file a lawsuit pro se is one of the most important rights under the constitution and laws." *Puckett v. Cox*, 456 F. 2d 233 (1972) (6th Cir. USCA). It was held that a pro se complaint requires a less stringent reading than one drafted by a lawyer *Conley v. Gibson;*

[8](2) Unless the court finds by a preponderance of the evidence that an attorney, party, or pro se litigant engaged in advancing a frivolous claim or defense, the attorney, party, or pro se litigant shall not be sanctioned.

116

Jenkins v. McKeithen, 395 U.S. 411, 421 (1959); Picking v. Pennsylvania R. Co., 151 Fed 2nd 240; Pucket v. Cox, 456 2nd 233. Pro se pleadings are to be considered without regard to technicality; pro se litigants' pleadings are not to be held to the same high standards of perfection as lawyers.

Plaintiff is not an attorney regardless of how *artfully* plead by the Defendants in making their conclusions. Plaintiff has merely researched and investigated case law from courts throughout this state and outside this State including federal complaints filed in that research she had utilized these complaints filed and ruled on by the courts and have used this to file her original and amended complaint including motions in response this does not make her an "old pro" as to the law , what it makes her is someone with a computer and the ability to write her complaints based on complaints filed by learned attorneys and ruled on by Judges.[9]

An attorney's or pro se' signature on a complaint is tantamount to a warranty that the complaint is well grounded in fact and "existing law" (or proposes a good faith extension of the existing law) and that it *is not filed for an improper purpose*. *In re Kunstler*, 914 F.2d at 518 ("if a complaint is filed to vindicate rights in court, and also some other purpose, a court should not sanction counsel for an intention that the court does not approve, so long as the added purpose is not undertaking in bad faith and is not so excessive as to eliminate a proper purpose. Thus, the purpose to vindicate rights in court must be central and sincere."). See *Townsend v. Holman Consulting Corporation*, 929 F.2d 1358, 1362 (9th Cir. 1990) and *Burkhart v. Kinsley Bank*, 852 F.2d 512, 515 (10th Cir. 1988.) *See, e.g., Hunter*, 281 F.3d at 156-57 (reversing sanction of attorney who inartfully argued for reversal of Circuit precedent); *Gibson v. Chrysler Corporation*, 261 F.3d 927, 949 (9th Cir. 2001), *cert. denied sub nom., DaimlerChrysler*

[9] This compliant is composed using a local attorney motions and complaints both of which were settled by the Defendants Attorney.

118

Respectfully submitted by,

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
803 896-7509
grcouram@hotmail.com

Dated this 3rd day of May 2018
Lexington, South Carolina

PS: Plaintiff ask this court to forgive any typos and grammar mistakes

AFFIRMATION

I, Glenda Couram, affirm under penalty of perjury that the information presented in this document is true and correct to the best of knowledge and belief.

Respectfully submitted by,

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
803 896-7509
grcouram@hotmail.com

Dated this 3rd day of May 2018
Lexington, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2017-CP-40-4048

Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood Plumbing SVC, LLC, and Sherwood Tidwell,

Defendants.

DEFENDANT NATIONWIDE MUTUAL INSURANCE COMPANY'S AND DEFENDANT TITAN INDEMNITY COMPANY'S ANSWER

MooT

Defendants Nationwide Mutual Insurance Company and Titan Indemnity Company (hereinafter collectively "Defendants"), responding to the Complaint of the Plaintiff, answers as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Complaint not hereinafter specifically admitted or qualified is hereby denied.

2. Upon information and belief, these Defendants admit the allegations of Paragraph 1 of the Complaint.

3. In response to the allegations contained in Paragraph 2 of the Complaint, these Defendants lack sufficient knowledge or information to form a response and therefore deny the same.

4. In response to the allegations contained in Paragraph 3 of the Complaint, these Defendants would show that Nationwide Mutual Insurance Company did not issue the underwriter for the insurance policy covering the vehicle driven by Mr. Tidwell at the time of the accident at issue. Otherwise, paragraph 3 is admitted.

knowledge or information to form a response to the allegations contained in Paragraph 14 and therefore deny the same.

16. In response to the allegations contained in Paragraph 15 of the Complaint, these Defendants admit that on or around September 18, 2015, Plaintiff was involved in a motor vehicle accident with Defendant Tidwell and Brandon Brown. Otherwise, Defendants lack sufficient knowledge or information to form a response to the allegations contained in Paragraph 15 and therefore deny the same.

17. In response to the allegations contained in Paragraph 16 of the Complaint, these Defendants would show that the liability of Mr. Tidwell with regards to the September 18, 2015 accident has been previously litigated in a case before this Court styled as: Glenda R. Couram v. Sherwood Tidwell, Insured, Titan Indemnity Company Subsidiary of Nationwide Mutual Insurance, Civil Action No. 2016-CP-40-02350, and the doctrine of res judicata bars a litigant from raising issues which were adjudicated in the former suit and any issues which might have been raised in the former suit. As for Paragraph 16 of Plaintiff's Complaint, these Defendants admit that Defendant Titan paid for all necessary repairs to Plaintiff's vehicle. Otherwise, paragraph 16 is denied.

18. Paragraph 17 is admitted.

19. Paragraph 18 is denied.

20. In response to the allegations contained in Paragraph 19 of the Complaint, these Defendants would show that the liability of Mr. Tidwell with regards to the September 18, 2015 accident has been previously litigated before this Court, styled as: Glenda R. Couram v. Sherwood Tidwell, Insured, Titan Indemnity Company Subsidiary of Nationwide Mutual Insurance, Civil Action No. 2016-CP-40-02350, and the doctrine of res judicata bars a litigant from raising issues

25. As for paragraph 24 of Plaintiff's Complaint, these Defendants would show that a $20,000 Offer of Judgment was filed on behalf of Mr. Tidwell in the previously litigated action, and Ms. Couram rejected his offer, which was twenty (20) times greater than the amount of the jury verdict rendered in that action. Otherwise, paragraph 24 is denied.

26. As for paragraph 25 of Plaintiff's Complaint, these Defendants admit that Ms. Couram filed a previously-litigated suit against Mr. Tidwell and made demands greater than Mr. Tidwell's $20,000 Offer of Judgment filed in such suit. Otherwise, paragraph 25 is denied.

27. Paragraph 26 is denied.

28. In response to the allegations contained in Paragraph 27 of the Complaint, these Defendants would show that the South Carolina Department of Motor Vehicles terminated Plaintiff's employment for reasons unrelated to the September 18, 2015 accident. Otherwise, paragraph 27 is denied.

29. As for paragraph 28 of Plaintiff's Complaint, Defendants admit that Mr. Tidwell's attorney received some of Plaintiff's employment records in the previously-litigated suit. Otherwise, paragraph 28 is denied.

30. Paragraph 29 is denied.

31. Paragraph 30 is denied.

32. Paragraph 31 is denied.

33. Paragraph 32 is denied.

34. In responding to the allegations contained in paragraph 33 of Plaintiff's Complaint, these Defendants re-allege all prior paragraphs of this Answer and incorporate them herein by reference.

44. In response to the allegations contained in paragraph 58 of the Complaint, these Defendants lack sufficient knowledge or information to form a response and therefore deny the same.

45. Paragraphs 59 through 67 are denied.

46. In responding to the allegations contained in Paragraph 68 of the Complaint, these Defendants re-allege all prior paragraphs of this Answer and incorporate them herein by reference.

47. Paragraphs 69 through 72 are denied.

FOR A SECOND DEFENSE

48. The Complaint fails to state facts sufficient to constitute a cause of action and, therefore, pursuant to Rule 12(b)(6), SCRCP, should be dismissed with costs.

FOR A THIRD DEFENSE

49. These Defendants would show, that damages for injuries Plaintiff sustained arising out of the September 18, 2015 accident have been previously litigated before this Court, styled as: Glenda R. Couram v. Sherwood Tidwell, Insured, Titan Indemnity Company Subsidiary of Nationwide Mutual Insurance, Civil Action No. 2016-CP-40-02350, and the doctrine of res judicata bars Plaintiff from raising issues which were adjudicated in the former suit and any issues which might have been raised in the former suit, including damages and injuries. The Defendants would show that, to the extent Plaintiff seeks recovery in this suit for injuries not arising out of the September 18, 2015 accident, upon information and belief, the injuries sustained by the Plaintiff, if any, were the result of the sole negligence of the Plaintiff and therefore, the Plaintiff cannot recover any sum whatsoever from the Defendants.

claims arising out of the September 18, 2015 accident, styled as: Glenda R. Couram v. Sherwood Tidwell, Insured, Titan Indemnity Company Subsidiary of Nationwide Mutual Insurance, Civil Action No. 2016-CP-40-02350.

WHEREFORE, having fully answered the Complaint, the Defendants Nationwide and Titan deny that the Plaintiff is entitled to any relief whatsoever and prays that the Complaint be dismissed with prejudice and for such other and further relief, including sections under SC Code 15-36-101, as the Court deems just and proper.

These Defendants demand a jury trial.

MURPHY & GRANTLAND, P.A.

J.R. Murphy, Esquire
Murphy & Grantland, P.A.
PO Box 6648
Columbia, South Carolina 29260
(803) 782-4100
Attorneys for the Defendants Nationwide Mutual Insurance Company and Titan Indemnity Company

Columbia, South Carolina
August 8, 2017

(1) The Plaintiff's Complaint – which includes two (2) causes of action against Nationwide and Titan– should be dismissed under Rule 12(b)(6), SCRCP, for failure to state a claim upon which relief can be granted.[1]

(2) The Plaintiff does not have standing to bring her claims against Nationwide or Titan because her claims against them are all allegedly based on one of these third-party insurer's handling of her insurance claim. The South Carolina Supreme Court in *Kleckley v. Nw. Nat. Cas. Co.*, held that third parties who are not named insureds do not have standing to sue for bad faith refusal to pay benefits due under an insurance contract. 338 S.C. 131, 134, 526 S.E.2d 218, 219 (2000). Therefore, Plaintiff does not have standing to sue the insurers for their handling of her claim merely by repackaging her claims under other causes of action.

(3) Plaintiff has failed to state a claim against Nationwide and Titan for negligent or intentional infliction of emotional distress because: (a) the Plaintiff has failed to allege sufficiently outrageous and extreme conduct by Nationwide or Titan to support such claim; and (b) Plaintiff has failed to allege sufficiently severe emotional distress to support such claim. In addition, this cause of action under South Carolina law was not intended to create a new remedy where other causes of action provided the same remedy. The Plaintiff is already seeking the same remedy in her other causes of action.

(4) Plaintiff has failed to state a claim for civil conspiracy against Nationwide and Titan because: (a) Plaintiff has failed to allege additional acts in

---

[1]Plaintiff titles her fifth cause of action "Punitive Damages". There is no such cause of action under South Carolina law. Punitive damages are a form of damages and not a cause of action. Plaintiff also alleges a negligence cause of action but only against "Sherwood Plumbing Services, LLC dba Sherwood F. Tidwell, Owner/Operator/Agent and Beatrice Tyree Tidwell." (Am. Compl. ¶¶ 33-39).

WHEREFORE, for the reasons above stated, Defendants Nationwide and Titan hereby respectfully request that this Court:

(a) grant their Amended Motion to Dismiss with prejudice against the Plaintiff and at her cost;

(b) in the alternative to dismissing Plaintiff's claims against these Defendants:

i. strike Plaintiff's prayer for attorney's fees;

ii. dismiss Nationwide as a Defendant;

iii. sever Plaintiff's claims against Nationwide and Titan from her claims against the other Defendants; and

(c) sanction Plaintiff for bringing a frivolous proceeding;

(d) and for other relief deemed appropriate by the Court.

MURPHY & GRANTLAND, P.A.

J.R. Murphy, Esquire
4406-B Forest Drive (29206)
P.O. Box 6648
Columbia, South Carolina 29260
(803) 782-4100
Email: jrmurphy@murphygrantland.com
Attorney for Defendants Nationwide and Titan

Columbia, South Carolina
August 24, 2017

001, 2011 WL 891298 (D.S.C. Mar. 10, 2011); *Couram v. S.C. Dep't of Motor Vehicles*, No. CIV. A 3:10-00001, 2011 WL 6115509 (D.S.C. Dec. 8, 2011); *Couram v. S.C. Dep't of Motor Vehicles (SCDMV)*, No. CV 3:15-4870-MBS-PJG, 2016 WL 4204070 (D.S.C. Aug. 10, 2016); *Couram v. Davis*, No. 2015-UP-065, 2015 WL 477266 (S.C. Ct. App. Feb. 4, 2015); *Couram v. Hooker*, No. 2016-UP-137, 2016 WL 1135211 (S.C. Ct. App. Mar. 23, 2016); *Couram v. Time Warner Cable Commc'ns, Inc.*, No. 2009-UP-604, 2009 WL 9530352 (S.C. Ct. App. Dec. 22, 2009); *Couram v. Rivers*, No. CV 3:17-217-MBS-PJG, 2017 WL 1509242 (D.S.C. Apr. 27, 2017). In addition, Plaintiff has already brought a lawsuit against Defendants Tidwell and Titan arising out of the same September 18, 2015 auto accident that is the basis of this suit. *See Couram v. Tidwell, et al*, 2016-CP-40-2350.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2017-CP-40-4048

Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood Plumbing SVC, LLC, and Sherwood Tidwell,

Defendants.

DEFENDANT NATIONWIDE MUTUAL INSURANCE COMPANY'S AND DEFENDANT TITAN INDEMNITY COMPANY'S ANSWER TO THE AMENDED COMPLAINT

RICHLAND CO.
FILED
2017 AUG 16 PM 12:26
JEANETTE W. WALKER
C.C.P. & G.S.

Defendants Nationwide Mutual Insurance Company and Titan Indemnity Company (hereinafter collectively "Defendants"), responding to the Amended Complaint of the Plaintiff, answers as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of the Amended Complaint not hereinafter specifically admitted or qualified is hereby denied.

2. Upon information and belief, these Defendants admit the allegations of Paragraph 1 of the Amended Complaint.

3. In response to the allegations contained in Paragraph 2 of the Amended Complaint, these Defendants lack sufficient knowledge or information to form a response and therefore deny the same.

4. In response to the allegations contained in Paragraph 3 of the Amended Complaint, these Defendants would show that Nationwide Mutual Insurance Company did not issue the underwriter for the insurance policy covering the vehicle driven by Mr. Tidwell at the time of the accident at issue. Otherwise, paragraph 3 is admitted.

15. In response to the allegations contained in Paragraph 44 of the Amended Complaint, these Defendants admit that on or around September 18, 2015, Plaintiff was involved in a motor vehicle accident with Defendant Tidwell and Brandon Brown. Otherwise, Defendants lack sufficient knowledge or information to form a response to the allegations contained in Paragraph 14 and therefore deny the same.

16. In response to the allegations contained in Paragraph 15 of the Amended Complaint, these Defendants admit that on or around September 18, 2015, Plaintiff was involved in a motor vehicle accident with Defendant Tidwell and Brandon Brown. Otherwise, Defendants lack sufficient knowledge or information to form a response to the allegations contained in Paragraph 15 and therefore deny the same.

17. In response to the allegations contained in Paragraph 16 of the Amended Complaint, these Defendants would show that the liability of Mr. Tidwell with regards to the September 18, 2015 accident has been previously litigated in a case before this Court styled as: Glenda R. Couram v. Sherwood Tidwell, Insured, Titan Indemnity Company Subsidiary of Nationwide Mutual Insurance, Civil Action No. 2016-CP-40-02350, and the doctrine of res judicata bars a litigant from raising issues which were adjudicated in the former suit and any issues which might have been raised in the former suit. As for Paragraph 16 of Plaintiff's Amended Complaint, these Defendants admit that Defendant Titan paid for all necessary repairs to Plaintiff's vehicle. Otherwise, paragraph 16 is denied.

18. Paragraph 17 is admitted.

19. Paragraph 18 is denied.

20. In response to the allegations contained in Paragraph 19 of the Amended Complaint, these Defendants would show that the liability of Mr. Tidwell with regards to the

twenty (20) times greater than the amount of the jury verdict rendered in that action. Otherwise, paragraph 23 is denied.

25. As for paragraph 24 of Plaintiff's Amended Complaint, these Defendants would show that a $20,000 Offer of Judgment was filed on behalf of Mr. Tidwell in the previously litigated action, and Ms. Couram rejected his offer, which was twenty (20) times greater than the amount of the jury verdict rendered in that action. Otherwise, paragraph 24 is denied.

26. As for paragraph 25 of Plaintiff's Amended Complaint, these Defendants admit that Ms. Couram filed a previously-litigated suit against Mr. Tidwell and made demands greater than Mr. Tidwell's $20,000 Offer of Judgment filed in such suit. Otherwise, paragraph 25 is denied.

27. Paragraph 26 is denied.

28. In response to the allegations contained in Paragraph 27 of the Amended Complaint, these Defendants would show that the South Carolina Department of Motor Vehicles terminated Plaintiff's employment for reasons unrelated to the September 18, 2015 accident. Otherwise, paragraph 27 is denied.

29. As for paragraph 28 of Plaintiff's Amended Complaint, Defendants admit that Mr. Tidwell's attorney received some of Plaintiff's employment records in the previously-litigated suit. Otherwise, paragraph 28 is denied.

30. Paragraph 29 is denied.

31. Paragraph 30 is denied.

32. Paragraph 31 is denied.

33. Paragraph 32 is denied.

43. Paragraph 57 is denied.

44. In response to the allegations contained in paragraph 58 of the Amended Complaint, these Defendants lack sufficient knowledge or information to form a response and therefore deny the same.

45. Paragraphs 59 through 67 are denied.

46. In responding to the allegations contained in Paragraph 68 of the Amended Complaint, these Defendants re-allege all prior paragraphs of this Answer and incorporate them herein by reference.

47. Paragraphs 69 through 72 are denied.

FOR A SECOND DEFENSE

48. The Amended Complaint fails to state facts sufficient to constitute a cause of action and, therefore, pursuant to Rule 12(b)(6), SCRCP, should be dismissed with costs.

FOR A THIRD DEFENSE

49. These Defendants would show, that damages for injuries Plaintiff sustained arising out of the September 18, 2015 accident have been previously litigated before this Court, styled as: Glenda R. Couram v. Sherwood Tidwell, Insured, Titan Indemnity Company Subsidiary of Nationwide Mutual Insurance, Civil Action No. 2016-CP-40-02350, and the doctrine of res judicata bars Plaintiff from raising issues which were adjudicated in the former suit and any issues which might have been raised in the former suit, including damages and injuries. The Defendants would show that, to the extent Plaintiff seeks recovery in this suit for injuries not arising out of the September 18, 2015 accident, upon information and belief, the injuries sustained by the Plaintiff, if any, were the result of the sole negligence of the Plaintiff and therefore, the Plaintiff cannot recover any sum whatsoever from the Defendants.

due process and equal protection clauses of the Fourteenth Amendment in that the standard for awarding either punitive damages is unduly vague and, therefore, violates both procedural and substantive due process safeguards; therefore, the Plaintiff's claim for punitive damages should be dismissed.

FOR A SEVENTH DEFENSE

53. Pursuant to S.C. Code Ann. §15-32-520, any proceeding to determine punitive damages should be bifurcated from any trial to determine liability and compensatory damages.

FOR AN EIGHTH DEFENSE

54. Any award of punitive damages should not exceed the greater of three (3) times the amount of compensatory damages as provided for in S.C. Code Ann. §15-32-530.

FOR A NINTH DEFENSE

55. These Defendants would show that any actions of these Defendants were absolutely privileged because they were done in connection with the defense of Tidwell in the prior case and these Defendants plead absolute privilege or judicial privilege as a complete defense.

FOR A TENTH DEFENSE

56. Reservation of Affirmative Defenses

FOR AN ELEVENTH DEFENSE

57. Pursuant to S.C. Code Ann. § 15-36-10, Plaintiff should be sanctioned filing the Amended Complaint and making the arguments contained therein. A reasonable attorney presented with the same circumstances would believe the initiation of this civil cause was intended merely to harass or injure these Defendants or for other improper purpose, and the Amended Complaint makes frivolous arguments a reasonable attorney would not believe were reasonable supported by the facts or by the law, particularly where, as here, the Plaintiff has previously

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2017-CP-40-4048

Glenda R. Couram,

vs. Plaintiff,

Nationwide Mutual Insurance Company,
Titan Indemnity Company,
Eugene Matthews, in his individual capacity,
Sherwood Plumbing SVC, LLC, and
Sherwood Tidwell,

Defendants.

CERTIFICATE OF SERVICE

RICHLAND CO. FILED
2017 AUG 16 PM 12:36
JEANNETTE W. McBRIDE
C.C.P. & G.S.

I, the undersigned employee of the law offices of Murphy & Grantland, P.A. Attorneys for Defendant, do hereby certify that on August 15, 2017, I have served a copy of the foregoing Defendants' Answer to Amended Complaint in connection with the above-referenced case placing same in the U.S. mail, postage paid to:

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073

Jescelyn T. Spitz, Esquire
Clawson and Staubes, LLC
1612 Marion St., Suite 200
Columbia, SC 29201-2939

Eugene H. Matthew, Esquire
Richardson, Plowden & Robinson
1600 Marion Street
P.O. Drawer 7788
Columbia, SC 29202

Columbia, SC

Sandra R. Branson

147

Plaintiff has failed to allege facts sufficient to state a claim under any of the causes of action she alleges. Moreover, although labeled as other causes of action, Plaintiff allegations demonstrate that she is suing the insurers for failure to pay third-party benefits. Under South Carolina law, a third party does not have standing to pursue a tort action for an insurer's bad faith refusal to pay benefits. Additionally, Plaintiff's Complaint is based on allegations of the insurers' actions taken to defend the insured, Tidwell. Acts taken pursuant to an insurer's contractual and legal duty to defend its insured are not a proper basis for liability to a third party. Therefore, Plaintiff's claims against Nationwide and Titan should be dismissed.

FACTUAL AND PROCEDURAL BACKGROUND

On April 12, 2016, Plaintiff filed a separate complaint against Sherwood Tidwell and "Titian [sic] Indemnity Company Subsidiary of Nationwide Insurance" in the Richland County Court of Common Please, styled as: Glenda Couram v. Sherwood Tidwell, et al, Civil Action No. 2016-CP-40-2350. (Exhibit A: Plaintiff's Original Complaint, 2016-CP-40-2350) (hereinafter the "Previous Action"). In that suit, Plaintiff sought damages for a September 18, 2015 automobile accident involving Mr. Tidwell. (*Id.*). By Consent Order dated September 2, 2016, "Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company" was removed as a party to the action. (Ex. B: Consent Order). On February 16, 2017, Mr. Tidwell filed a $20,000 Offer of Judgment, which Ms. Couram declined. (Exhibit C: Offer of Judgment). The case was heard by a jury and on June 16, 2017 a verdict was rendered in the amount of $1,000. (Ex. D: Verdict Form). At this time, post-trial motions are still pending before this Court.

On July 3, 2017, Plaintiff filed the current Complaint before this Court again suing Mr. Tidwell and Titan Indemnity Company, as well as Nationwide Mutual Insurance Company.[1]

[1] On July 19, 2017, Plaintiff filed an Amended Complaint adding Beatrice Tyree Tidwell as a defendant.

1/49

under South Carolina law. To the extent Plaintiff's factual allegations against the insurers relate to their defense of Tillman, an insurer's acts taken pursuant to its contractual and legal duty to defend its insured are not a proper basis for a third-party claim against the insurer. Therefore, Plaintiff's claims against the insurers should also be dismissed for these reasons.

In addition, Plaintiff's prayer for attorney's fees should be stricken because attorney's fees are not available for the common law causes of action Plaintiff has alleged, and pro se litigants are not entitled to attorney's fees under South Carolina law.[4]

A. Plaintiff has failed to allege facts sufficient to state any cause of action against Nationwide or Titan.

A 12(b)(6) motion to dismiss "must be granted if the facts and the inferences reasonably deducible from them show that the plaintiff could not prevail on any theory of the case." *Gray v. State Farm Auto Ins. Co.*, 327 S.C. 646, 651, 491 S.E.2d 272, 275 (Ct. App. 1997). "Although we are aware of the difference between alleging a cause of action and successfully proving it, the legal sufficiency of a pleading must be tested by the facts alleged therein." *Save Charleston Foundation v. Murray*, 286 S.C. 170, 179, 333 S.E.2d 60, 66 (Ct. App. 1985).

1. Plaintiff's Factual Allegations

In Plaintiff's Complaint, her factual allegations are mainly contained in a section of her Complaint entitled "Facts Common To All Causes of Action." (Am. Compl. ¶¶ 11-32). Her emotional distress and conspiracy cause of action sections essentially contain legal conclusions and allegations of damages. (See Am. Compl. ¶¶ 40-67). With regards to Nationwide and Titan, Plaintiff makes the following factual allegations:

a. Tidwell's insurance company paid to fix the damage to Plaintiff's car and Mr. Brown's car (Am. Compl. ¶ 16);

[4]Plaintiff includes reference to South Carolina Code § 15-3-530(5) in the headings for her emotional distress and civil conspiracy causes of action. (Am. Compl. pp. 7, 9). This statute concerns time limitations for bringing an action and does not set forth a statutory cause of action. *See* S.C. Code § 15-3-530(5).

"extreme and outrageous" so as to exceed "all possible bounds of decency" and must be regarded as "atrocious, and utterly intolerable in a civilized community;" (3) the actions of the defendant caused plaintiff's emotional distress; and (4) the emotional distress suffered by the plaintiff was "severe" such that "no reasonable man could be expected to endure it." *Hansson v. Scalise Builders of S.C.*, 374 S.C. 352, 356, 650 S.E.2d 68, 71 (2007) (quoting *Ford v. Hutson*, 276 S.C. 157, 162, 276 S.E.2d 776, 778). As the Supreme Court has stressed, South Carolina requires the plaintiff to meet a heightened burden of proof with regards to the "extreme and outrageous" element of the claim and "extreme or severe distress" element of the claim. *Ford*, 276 S.C. at 166. "[W]here physical harm is lacking, the courts should look initially for more in the way of extreme outrage as an assurance that the mental disturbance claimed is not fictitious." *Id.*[6] "Initially, the trial court determines whether the defendant's conduct was extreme and outrageous enough to permit recovery." *Hainer v. American Med. Int'l, Inc.*, 320 S.C. 316, 324, 465 S.E.2d 112, 117 (Ct. App. 1995), *aff'd as modified*, 328 S.C. 128, 492 S.E.2d 103 (1997). Further, the South Carolina Court of Appeals has recognized that "[t]he tort of outrage was designed not as a replacement for the existing tort actions. Rather, it was conceived as a remedy for tortious conduct where no remedy previously existed." *Todd v. South Carolina Farm Bureau Mut. Ins. Co.*, 283 S.C. 155, 175, 321 S.E.2d 602, 613 (Ct.App.1984), *quashed on other grounds*, 287 S.C. 190, 336 S.E.2d 472 (1985).

(i) Plaintiff has failed to allege sufficiently outrageous conduct by the insurers to support her claim.

In *Hainer v. American Medical Intern, Inc.*, the South Carolina Court of Appeals held stated that "even if [it] had found [the defendants] liable for abuse of process, their actions did not rise to the level of outrage." 320 S.C. 316 at 324, 465 S.E.2d at 117. That court cites *Corder v.*

[6] Physical harm is lacking in this case. To the extent Plaintiff's Complaint alleges physical harm caused by the September 18, 2015 accident, such claims are barred by res judicata as they have already been litigated in the Previous Action.

153

> with this Court's development of the law in this area. In the words of Justice Littlejohn, the court must look for something "more"-in the form of third party witness testimony and other corroborating evidence-in order to make a prima facie showing of "severe" emotional distress.

Hansson, 374 S.C. at 358–59, 650 S.E.2d at 72. Here Plaintiff's claims are "mere bald assertions" of emotional distress. Plaintiff states in her Complaint, that she suffered "severe emotional distress," "humiliation, embarrassment, mental anguish, emotional distress..." and that "the emotional distress suffered by Plaintiff was and continues to [be] serious and severe." (Am. Compl. ¶¶ 42-43, 48). According to Plaintiff, the manifestation of her "severe emotional distress" was a "fever blister that remained four days after the trial." (Am. Compl. ¶ 50). Plaintiff also fails to delineate the alleged emotional distress she attributes to the underlying auto accident, for which she has already been compensated, and the alleged emotional distress she attributes to conduct of the insurers. Plaintiff's emotional distress claim should be dismissed because she has failed to allege sufficiently severe emotional distress to support her claim.

(iii) Plaintiff's intentional infliction of emotional distress claim is based on the same allegations for which she is seeking recovery for negligence and conspiracy.

"[T]he tort of outrage was not intended to replace existing causes of action but was intended as a remedy for tortious conduct 'where no remedy previously existed.'" *Doe v. Erskine College*, 8:04-23001RBH, 2006 WL 1473853 at *14 (D.S.C. May 25, 2006) (citing F. PATRICK HUBBARD AND ROBERT L. FELIX, THE SOUTH CAROLINA LAW OF TORTS 438 (3RD ED. 2004)); *see also Todd*, 283 S.C. at 173, 321 S.E.2d at 613 (Ct. App. 1984) ("The tort of outrage was designed not as a replacement for the existing tort actions. Rather, it was conceived as a remedy for tortious conduct where no remedy previously existed."). The court in *Erskine* determined that the basis of the claim of outrage for the most part was the same as another claim filed by the plaintiff, and accordingly dismissed the outrage claim. *Id.* at *14. Likewise here, the acts which Plaintiff claims are outrageous conduct also serve as the basis for and are subsumed by

App. 2000) ("Because [the third-party plaintiff] ... merely realleged the prior acts complained of in his other causes of action as a conspiracy action but failed to plead additional acts in furtherance of the conspiracy, he was not entitled to maintain his conspiracy cause of action."). Plaintiff states that the Defendants "jointly operated to perpetrate the wrongful acts complained of herein" and "agreed and conspired with each other to engage in the alleged wrongful conduct, including Defendants' interference with plaintiff [sic] employment relationships by coming to an agreement between them to do an unlawful act or to do a lawful act in an unlawful way..." (Am. Compl. ¶¶ 52, 59). Noticeably, nowhere in the civil conspiracy section of her Complaint does Plaintiff set forth what these alleged "wrongful acts" or "unlawful acts" committed by Defendants are. (*See* Am. Compl. ¶¶ 51-67); *see Hackworth*, 385 S.C. at 116, 682 S.E.2d at 875 (stating that complaint must inform the defendants of what acts in furtherance of the alleged conspiracy they are being accused). Therefore, the alleged "wrongful acts complained of herein" must mean those acts previously alleged in the "Facts Common to all Causes of Action" section of Plaintiff's Complaint. (*See* Compl. p. 3). Thus, Plaintiff's civil conspiracy claim fails as a matter of law because she has not plead additional acts in furtherance of the conspiracy separate and independent from other wrongful acts alleged in the complaint.

(ii) No reasonable inference that insurers' alleged acts were undertaken with the primary purpose of injuring the Plaintiff

One element of the civil conspiracy claim is that the defendants combined "for the purpose of injuring the plaintiff." *Allegro, Inc. v. Scully*, 418 S.C. 24, 32, 791 S.E.2d 140, 144 (2016), *reh'g denied* (Oct. 26, 2016). The "essential consideration" in a civil conspiracy is "whether the primary purpose or object of the combination is to injure the plaintiff." *Pye*, 369 S.C. at 567, 633 S.E.2d at 511 (quoting *Lee v. Chesterfield General Hosp., Inc.*, 289 S.C. 6, 13, 344 S.E.2d 379, 383 (Ct. App. 1986)). Plaintiff's own Complaint sets forth this legal standard for this "purpose" element.

4. South Carolina does not recognize standing for third parties to bring a bad faith refusal to pay action against an insured, which is the essence of Plaintiff's claims against the insurers.

When a party sues an insurer for refusing to pay benefits allegedly owed under an insurance contract, South Carolina labels that action a "bad faith refusal to pay benefits" cause of action. That is essentially the claim Plaintiff makes in her Complaint against Titan and Nationwide. She alleges repeatedly that the insurer refused to offer to settle for the amount she thought her claim was worth. (*See* Am. Compl. ¶¶ 23-26, 70, 71). Plaintiff also states that "Defendants fail[ed] to timely settle this matter that would have resulted in no additional and lasting harm to the plaintiff when they could have settled this matter in 2016." (Am. Compl. ¶ 71); *see Kim v. Progressive N. Ins. Co.*, No. CV 2:16-3397-RMG-BM, 2017 WL 773601 (D.S.C. Feb. 7, 2017), *report and recommendation adopted*, No. CV 2:16-3397-RMG, 2017 WL 773546 (D.S.C. Feb. 27, 2017) (dismissing pro se plaintiff's complaint against insurer as frivolous where her complaint alleged that tortfeasor's insurer refused to settle). As the South Carolina Supreme Court held in *Kleckley v. Northwestern Nat. Cas. Co.*, "a tort action for an insurer's bad faith refusal to pay benefits does not extend to third parties who are not named insureds." 338 S.C. 131, 134, 526 S.E.2d 218, 219 (2000); *see Trancik v. USAA Ins. Co.*, 354 S.C. 549, 554, 581 S.E.2d 858, 861 (Ct. App. 2003) ("Under the common law, no privity of contract exists between an injured person and the tortfeasor's liability insurer, and the injured person has no right of action at law against the insurer."); *Major v. Nat'l Indem. Co.*, 267 S.C. 517, 520, 229 S.E.2d 849, 850 (1976) (same). South Carolina courts have repeatedly denied actions for bad faith refusal to pay claims to third parties who are not named insureds. *See, e.g., Carter v. American Mut. Fire Ins. Co.*, 279 S.C. 368, 307 S.E.2d 227 (1983); *Cook v. Mack's Transfer & Storage*, 291 S.C. 84, 352 S.E.2d 296 (Ct. App. 1986); *Swinton v. Chubb & Son, Inc.*, 283 S.C. 11, 320 S.E.2d 495 (Ct. App. 1984).

proper basis for liability against the insurer. Therefore, Plaintiff's claims against the insurers should be dismissed.

B. Plaintiff's prayer for attorney's fees should be stricken because they are not available under South Carolina law in this case.

The Plaintiff has attempted to assert two South Carolina common law causes of action against these Defendants. In addition, the Plaintiff seeks to recover attorney's fees as to these causes of action. (Am. Compl. Prayer for Relief (C)). "Under the common law of South Carolina, a prevailing party has no right to recover attorney's fees." *Prevatte v. Asbury Arms*, 302 S.C. 413, 396 S.E.2d 642, 643 (Ct. App. 1990). "In the absence of a common law right, the plaintiff must plead either a contract or a statute to receive enhanced damages or attorney's fees." *Id.*

In this case, the Plaintiff has no common law right to recover attorney's fees. Neither has the Plaintiff cited to any contract or statute that would allow her to recover attorney's fees. Additionally, a pro se litigant is not entitled to recover attorney's fees in South Carolina because he or she does not become "liable for or subject to fees charged by an attorney." *Hopkins v. Hopkins*, 343 S.C. 301, 306, 540 S.E.2d 454, 457 (2000). As such, the Plaintiff has no valid basis to seek recovery of her attorney's fees in this action, and her prayer for attorney's fees should be stricken.

CONCLUSION

Plaintiff has failed to allege facts sufficient to support any of her claims against Titan or Nationwide. In addition, the factual allegations in her Complaint attempt to state a claim for bad faith refusal to pay insurance benefits for which Plaintiff does not have standing as a third party to the insurance contract. Where Plaintiff's Complaint recounts acts taken by the insurers to properly defend the insured in the Previous Action, Plaintiff does not allege tortious conduct which could be the basis for liability against the insurers. Therefore, Plaintiff's claims against Titan and Nationwide should be dismissed. In the alternative, Plaintiff's prayer for attorney's fee should be stricken because plaintiff

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

GLENDA COURAM)
Plaintiff(s))

vs.

SHERWOOD TIDWELL AND TITIAN INDEMNITY COMPANY SUBSIDAIRY OF NATIONWIDE INSURANCE)
Defendant(s))

CIVIL ACTION COVERSHEET

2016 -CP- 40 - 2350

Submitted By: Glenda Couram
Address: 104 Macaw Ln
Lexington, SC 29073

SC Bar #: N/A
Telephone #: 803 358-127
Fax #:
Other:
E-mail: grcouram@hotmail.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

2016 APR 12 PM 1:20

DOCKETING INFORMATION *(Check all that apply)*

***If Action is Judgment/Settlement do not complete**

☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION *(Check One Box Below)*

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Fraud/Bad Faith (150)
- ☐ Failure to Deliver/ Warranty (160)
- ☐ Employment Discrim (170)
- ☐ Employment (180)
- ☐ Other (199) _____

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)

Previous Notice of Intent Case # 20___-NI-_____-_____
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299) _____

Torts – Personal Injury
- ☐ Conversion (310)
- ☒ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Assault/Battery (370)
- ☐ Slander/Libel (380)
- ☐ Other (399) _____

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499) _____

Inmate Petitions
- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599) _____

Administrative Law/Relief
- ☐ Reinstate Drv. License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture—Consent Order (850)
- ☐ Other (899) _____

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Confession of Judgment (770)
- ☐ Petition for Workers Compensation Settlement Approval (780)
- ☐ Other (799) _____

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Comm. (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999) _____

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699) _____
- ☐ Sexual Predator (510)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Pre-Suit Discovery (670)

Submitting Party Signature: _____ **Date:** April 6, 2016 ~~March 24, 2016~~

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South

163

DEFENDANT'S EXHIBIT A

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)))	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CA NO: 2016-CP-40-_____
Glenda R. Couram Plaintiff	))	**COMPLIANT**
Sherwood Tidwell, Insured Titan Indemnity Company Subsidiary of Nationwide Mutual Insurance Company Defendants	)))))	**JURY TRIAL DEMANDED**

2016 APR 12 AM 11:20

The Plaintiff, complaining of the Defendant herein, would respectfully show unto this Honorable Court the following:

1. Plaintiff is a citizen and resident of Lexington County, South Carolina.

2. Upon information and belief, Defendant is a citizen and resident of Richland County, South Carolina.

3. Jurisdiction and venue are proper in this Court because the event that gives rise to this action occurred in Richland County, South Carolina.

4. This action arises from a motor vehicle collision that occurred on September 18, 2015, in Richland, South Carolina.

5. On September 18, 2015, (Friday) at approximately 4:20 pm Plaintiff was lawfully operating a motor vehicle on 1-20 heading West Bound towards (Lexington) Atlanta, Georgia.

6. As Plaintiff was preceding the traffic came to a sudden stand-still, the Plaintiff stopped with sufficient distance from the car in front of her. She watched the car behind her driven by Mr. Brown, and moved up until he stopped successfully, after he came to a complete stop behind, Plaintiff relaxed concentrating on the traffic in front of her the next

165

e. In operating a vehicle in a manner too fast for conditions;
f. In operating a vehicle in a manner to avoid a collision;
g. In failing to maintain proper control and distance over the vehicle;
j. In failing to properly brake the vehicle to avoid the collision;
k. In failing to take any evasive action by means to keep from causing the collision;
l. In failing to obey the statutory and common laws of the State of South Carolina;
m. In failing to use the degree of caution and care that a reasonable driver would have used under the same or similar circumstances;
n. In operating his motor vehicle in whole or in part in a careless, reckless, willful, and wanton disregard for others; and
o. In otherwise being negligent or reckless as discovery may reveal. All of which were the direct and proximate cause of the injuries and damages suffered by Plaintiff.

14. Plaintiff is entitled to a judgment against the Defendant to compensate her for the damages and injuries sustained.

15. Plaintiff is entitled to an award of punitive damages to the extent Defendant's conduct was in violation of statutory laws or reckless, willful, or wanton.

16. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff prays this Honorable Court for judgment against Defendant for: (a) actual and consequential damages; (b) punitive damages; (c) pre-judgment interest; (d) costs and attorney's fees in instituting this action, if applicable; and (e) for such other and further legal and equitable relief as this Honorable Court may deem just and proper.

Respectfully submitted,

By: _____

Glenda Couram
104 Macaw Lane
Lexington, SC 29073
Columbia, South Carolina 29201
Email: grcouram@hotmail.com
Phone: (803) 358-0127
Pro se Plaintiff

Dated this 25th, day of March 2016
Columbia, South Carolina

167

MEDICAL BILLS AND COST
SUBMITTED ON MARCH 22, 2016

ITEMIZED MEDICAL BILLS TO DATE (SPECIAL/GENERAL DAMAGES):

Lexington Urgent Care	$	1591.00
Lexington Radiology Assoc.		90.00
Palmetto Associates		95.00
Vital Energy PT and OT (ongoing)	$	≈ 3026.00 as of December 9, 2015
Prescription Costs (3) (not total my share	$	22.00 (2 @ $9 and 1 @ $4
Vital Energy (release)	$	2260.00 Dec. 15 to March 22, 2016
Wage/loss/mileage/gas to date	$	≈ 779.00
Wage/loss/mileage/gas	$	562.00
TOTAL	$	8425.00 x 3 = $26,775

(plus future Medical bills of $1500 (including future loss wages, gas, mileage)

NOTE: Medicals records, release of information, incident report, wage loss letters (2) etc. and other bills sent to

Rick Skurko, Claims Specialist II
Commercial Casualty
Nationwide Non-Standard Claims
PO Box 93863
Cleveland, OH 44101

2016 APR 12 AM 11:21

Respectfully submitted by,

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
803 358-0127
grcouram@hotmail.com
Pro se Plaintiff

169

March 28, 2016

Rick Skurko, Claims Specialist II
Commercial Casualty
Nationwide Non-Standard Claims
PO Box 93863
Cleveland, OH 44101

RE:	**Policyholder:**	**Sherwood Tidwell**
	Insurance Company:	**Titan Indemnity Company**
	Date of Accident/Loss:	**September 18, 2015**
	Claimant/Injured:	**Glenda Couram**
	Claims #:	**144356-GC**

Dear Mr. Skurko:

Please be advised that as you have determined not to negotiate this matter after two attempts by me, your offer has been medicals and two thousand five hundred ($2,500.00 for pain and suffering) based on my waiting too long to seek medical attention and car damage. My offer is no longer viable.

I am submitting to you a copy of the Summons and Complaint, Certificate of Service that has been filed to the Richland County Circuit Court. My client suffered personal injuries from a motor vehicle collision that occurred in Richland County on March 25, 2014.

Your insured, Sherwood Tidwell, was negligent in causing this collision. A copy of the incident report, medicals, two letters from employer of wage lost and medical bills have already been submitted the most recent submission was this month.

Pursuant to S.C. Code Ann. § 38-77-250, we are hereby writing to obtain information concerning automobile insurance coverage of the insured and the insured vehicle, the driver, and the owner of the vehicle. We hereby request within thirty (30) days from the above date, a statement, under oath, of a corporate officer or the insurer's claims manager stating with regard to each known policy issued, the name of the insurer, the name of each insured, and the limits of coverage. In the alternative, you may provide a copy of the declaration page of each such policy in lieu of providing such information. I am hereby authorized to make this request.

I would request this information be provided within the next thirty (30) days. Thank you for your assistance.

Sincerely,

Glenda Couram
104 Macaw Lane
Lexington, SC 29073
Columbia, South Carolina 29201
Email: grcouram@hotmail.com
Phone: (803) 358-0127
Pro se Plaintiff

171

agree that this issue may be fully developed and the Court may add Co-Defendant, "Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company," as a party in compliance with SCRCP 21.

IT IS SO ORDERED.

Presiding Judge

Columbia, South Carolina

This 2 day of Sept, 2016.

173

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND)	CASE NO.:2016-CP-40-02350
Glenda R. Couram Plaintiff,)	**MOTION AND ORDER INFORMATION FORM AND COVERSHEET**
vs.)	
Sherwood Tidwell and Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company Defendant.)	

Pro Se Plaintiff: Glenda Couram Bar No. Address: 104 Macaw Ln Lexington, SC 29073-7673 Phone: 803-358-0127 Fax E-mail: Glenda.couram@scdmv.net	Defendant's Attorney: Jescelyn T. Spitz Bar No. 101880 Address: CLAWSON and STAUBES, LLC 1612 Marion Street, Suite 200 Columbia, South Carolina 29201-2939 Phone: (800) 774-8242 Fax: (843) 720-2867 E-mail: jspitz@clawsonandstaubes.com

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
X **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

2016 SEP 20 PM 12:19
RICHLAND COUNTY FILED
JAMES W. MCBRIDE CLERK OF C.C.P. & G.S.

SECTION I: Hearing Information

Nature of Motion:
Estimated Time Needed:_____ Court Reporter Needed: ☐YES/☐ NO

SECTION II: Motion/Order Type

☐Written motion attached
X Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ _____
Signature of Attorney for ☐ Plaintiff /X Defendant Date submitted

SECTION III: Motion Fee

X 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, SCRCP)
☐ 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: melts ✓ Date Filed: 9/20/16
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

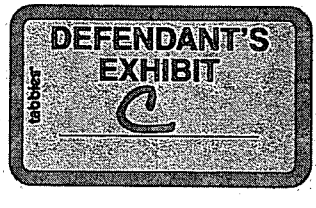
SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-40-02350
Glenda R. Couram, Plaintiff, vs. Sherwood Tidwell, Defendant.	**OFFER OF JUDGMENT**

RICHLAND COUNTY
FILED
2017 FEB 16 PM 4:21
JEANNETTE W. McBRIDE
C.C.P. & G.S.

TO: GLENDA R. COURAM, PRO SE PLAINTIFF

PLEASE TAKE NOTICE that the Defendant, by and through his undersigned attorney, without admitting liability and in an attempt to compromise and settle the Plaintiff's claim pursuant to Rule 68 of the South Carolina Rules of Civil Procedure, hereby offers the sum of TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, including all costs, in full compromise and settlement of the Plaintiff's claim against the Defendant and hereby offers to allow judgment to be taken against him for the sum of TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, including all costs. The Plaintiff has twenty (20) days from the date indicated below to accept this offer; if written notice of acceptance is not given by the Plaintiff within the twenty (20) days specified, the offer is withdrawn, cannot be given in evidence and, if the Plaintiff fails to obtain a more favorable judgment than TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, including all costs, the Plaintiff cannot recover costs herein and must pay the Defendant's costs of defense.



SCANNED

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2017-CP-40-4048

Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company,
Titan Indemnity Company,
Eugene Matthews, in his individual capacity,
Sherwood Plumbing SVC, LLC, and
Sherwood Tidwell,

Defendants.

CERTIFICATE OF SERVICE

I, the undersigned employee of the law offices of Murphy & Grantland, P.A., Attorneys for Defendant, do hereby certify that on September 5, 2017, I have served a copy of the foregoing Defendant's Memorandum in Support of their Motion to Dismiss in connection with the above-referenced case placing same in the U.S. mail, postage paid to:

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073

Jescelyn T. Spitz, Esquire
Clawson and Staubes, LLC
1612 Marion St., Suite 200
Columbia, SC 29201-2939

Eugene H. Matthew, Esquire
Richardson, Plowden & Robinson
1600 Marion Street
P.O. Drawer 7788
Columbia, SC 29202

Sandra R. Branson

Columbia, SC

179

former supervisors and co-workers, Judiciary officials, and others. Notably, he did not represent any party in "Tidwell I," but assisted SCDMV in responding to subpoenas issued in that case, and accompanied an SCDMV employee who testified at the trial.

In this lawsuit, Plaintiff appears to complain that Mr. Tidwell's insurers did not offer her enough money to settle "Tidwell I." (Amended Complaint, ¶¶ 23-26). While not privy to the exact nature of those negotiations, the record indicates that Plaintiff received an Offer of Judgment under Rule 68, SCRCP in the amount of $20,000.00. (Exhibit "B," Offer of Judgment).

It also appears that, prior to trial, Judge Hood issued an order in which Mr. Tidwell acknowledged fault for the accident. (Exhibit "C," Judge Hood's Order). The Order held that "[w]hile the Plaintiff claims she sustained physical and mental injuries as a result of the accident in question, it is within the province of the jury to determine whether the Plaintiff's alleged damages were caused by the accident in question in the case, meaning a jury must determine whether the Plaintiff's alleged damages would have occurred 'but for' the Defendant's alleged negligence, as well as whether such damages were 'foreseeable' or the natural and probable consequence of the alleged failure to exercise reasonable case." (Exhibit "C," p. 3).[1]

In any event, Plaintiff rejected the Offer of Judgment of $20,000.00 and tried her case to a jury. The jury returned a verdict in her favor, but only awarded $1,000.00. (Exhibit "D," Jury Verdict). Plaintiff has filed a Motion to Amend or Alter Judgment under Rule 59, SCRCP, upon which the Court has not yet ruled.

[1] While Plaintiff alleges at ¶ 20 of her Amended Complaint that Tidwell "was found guilty in a court of law for negligence and liability via court order if Judge Hood dates June 2, 2017," the allegation is not accurate. In any event, Judge Hood's Order speaks for itself.

causing the plaintiff additional suffering." The undersigned admits that he assisted his client, SCDMV, respond to subpoenas issued to it in "Tidwell I."

5. Unless otherwise admitted, the allegations in Paragraphs 33 through 39 of Plaintiff's Amended Complaint are denied.

FOR A SECOND AND THIRD CAUSE OF ACTION
(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)
(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)
(NATIONWIDE, TITAN AND MATTHEWS)

6. The Defendant incorporates his responses to the allegations in Paragraphs 1 through 39 of Plaintiff's Amended Complaint as if fully set forth herein.

7. Pertaining to Plaintiff's Second and Third Causes of Action, Plaintiff makes two allegations regarding this Defendant.

8. In Paragraph 46, she makes a conclusory allegation that the undersigned and Nationwide engaged in "malicious and/or oppressive conduct" that "was in reckless disregard of Plaintiff's [*sic*] and therefore warrants imposition of punitive damages, especially in influencing and controlling the outcome of the trial." She makes no allegation as to how the undersigned influenced and controlled the outcome of the trial.

9. In Paragraph 48, she alleges that the "Attorney for Nation [*sic*] and Matthews met several times in full view in fact ensured she saw them outside the courthouse, inside the court housing [*sic*] – even when neither were required to be present on the day of meetings, April 27th etc., the relationship between judge and Matthews and other actions that will be proven at trial." It is certainly true that the undersigned and the attorney for Mr. Tidwell – Jescelyn T. Spitz – communicated regarding the subpoenas issued to SCDMV in "Tidwell I," and that the undersigned attempted to deal with Ms. Spitz in a cordial and professional manner.

NOW THEREFORE, having fully answered the allegations in Plaintiff's Amended Complaint, Defendants now set forth their **DEFENSES and AFFIRMATIVE DEFENSES:**

FOR A FIRST DEFENSE

1. Plaintiff's Amended Complaint fails to state facts sufficient to constitute any cause of action or any claim upon which relief may be granted against the Defendant under Rule 12(b)(6) and/or Rule 12(c) of the South Carolina Rules of Civil Procedure.

FOR A SECOND DEFENSE

2. Plaintiff's Amended Complaint fails to state any cause of action under Rule 12(b)(8) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

3. Plaintiff's claims are barred by the doctrines of collateral estoppel, *res judicata*, waiver, or estoppel.

FOR A FOURTH DEFENSE

4. Plaintiff's claims may be barred under the applicable statute of limitations.

FOR A FIFTH DEFENSE

5. Plaintiff is the sole cause of any damage she has suffered.

FOR A SIXTH DEFENSE

6. Defendant denies that he has engaged in any type of wrongful conduct with regard to Plaintiff.

FOR A SEVENTH DEFENSE

7. Plaintiff has failed to allege facts sufficient to sustain her civil conspiracy claim against any Defendant, and it therefore must be dismissed.

WHEREFORE, having fully answered Plaintiff's Amended Complaint herein, the Defendant Eugene Matthews requests that:

1. the relief sought by Plaintiff be denied in each and every respect;

2. the claims asserted by Plaintiff be dismissed in their entirety with prejudice; and

3. Defendant be awarded costs and attorneys' fees under applicable case and statutory laws and such other and further relief as this Court may deem just and proper.

Dated this the 21st day of July, 2017.

Respectfully submitted,

RICHARDSON PLOWDEN & ROBINSON, P.A.

Eugene H. Matthews
Post Office Drawer 7788
Columbia, South Carolina 29202
T: (803) 771-4400
F: (803) 779-0016
Email: gmatthews@RichardsonPlowden.com

APPEARING AS COUNSEL AND AS AN INDIVIDUALLY NAMED DEFENDANT

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND) CA NO: 2016-CP-40-_____

Glenda R. Couram)
Plaintiff)
)
Sherwood Tidwell, Insured)
Titan Indemnity Company)
Subsidiary of Nationwide Mutual Insurance)
Company)
Defendants)
)

JURY TRIAL DEMANDED

2016 APR 12 AM 11:20

SUMMONS

TO THE DEFENDANTS ABOVE NAMED:

YOUR ARE HEREBY SUMMONED and required to answer the complaint herein, copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgement by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted by,

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
803 358-0127
grcouram@hotmail.com
Pro se Plaintiff

Dated this 28th day of March 2016
Columbia, South Carolina

thing Plaintiff knew her car was violently slammed into by Mr. Brown's car a cream colored Crown Victory.

7. Plaintiff was driving a 2012 Honda Fit.

8. Defendant's vehicle was a commercial vehicle whose entire front end had been crushed it appeared to the Plaintiff.

9. Defendant failed to observe traffic conditions during rush hour on a Friday and driving too fast to stop collided into Mr. Brown who collided into Plaintiff causing property damage and injury to the Plaintiff.

10. Plaintiff did not cause or contribute to the collision in any manner as confirmed by the accident report in fact, it was a total shock she had even been hit and further she had no ability to avoid or prevent the collision.

11. As a result of the collision, Plaintiff suffered painful, traumatic, and injuries throughout her body which resulted in significant medical treatment (physical and occupational therapy).

12. Plaintiff has incurred, and will continue to incur in the future, medical expenses, and has suffered, and will continue to suffer general damages such as physical and mental pain and suffering, emotional anguish, loss wages, and a loss of enjoyment of life, along with considerable medical bills and inconvenience, all of which she is entitled to be compensated for as a direct and proximate result of Defendant's actions as described above.

13. Defendant was negligent, negligent *per se*, careless, reckless, and grossly negligent in one or more of the following particulars:

a. In causing his vehicle and Mr. Brown's vehicle to collide into Plaintiff's vehicle;
b. In operating a vehicle in a distracted manner;
c. In failing to observe traffic;
d. In failing to keep a proper outlook;

DECLARATION PAGE

"I hereby declare that the above statement and information in this document is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and subject to penalty for perjury."

Respectfully submitted,

By:

Glenda Couram
104 Macaw Lane
Lexington, SC 29073
Columbia, South Carolina 29201
Email: grcouram@hotmail.com
Phone: (803) 358-0127
Pro se Plaintiff

2016 APR 12 AM 11:21

Dated this 28th, day of March 2016
Columbia, South Carolina

MEDICAL BILLS AND COST
SUBMITTED ON MARCH 22, 2016

ITEMIZED MEDICAL BILLS TO DATE (SPECIAL/GENERAL DAMAGES):

Lexington Urgent Care	$	1591.00
Lexington Radiology Assoc.		90.00
Palmetto Associates		95.00
Vital Energy PT and OT (ongoing)	$	≈ 3026.00 as of December 9, 2015
Prescription Costs (3) (not total my share	$	22.00 (2 @ $9 and 1 @ $4
Vital Energy (release)	$	2260.00 Dec. 15 to March 22, 2016
Wage/loss/mileage/gas to date	$	≈ 779.00
Wage/loss/mileage/gas	$	562.00
TOTAL	$	8425.00 x 3 = $26,775

(plus future Medical bills of $1500 (including future loss wages, gas, mileage)

NOTE: Medicals records, release of information, incident report, wage loss letters (2) etc and other bills sent to

Rick Skurko, Claims Specialist II
Commercial Casualty
Nationwide Non-Standard Claims
PO Box 93863
Cleveland, OH 44101

2016 APR 12 AM 11:21
C.C.P. & G.S.

Respectfully submitted by,

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
803 358-0127
grcouram@hotmail.com
Pro se Plaintiff

March 28, 2016

Rick Skurko, Claims Specialist II
Commercial Casualty
Nationwide Non-Standard Claims
PO Box 93863
Cleveland, OH 44101

RE:	**Policyholder:**	**Sherwood Tidwell**
	Insurance Company:	**Titan Indemnity Company**
	Date of Accident/Loss:	**September 18, 2015**
	Claimant/Injured:	**Glenda Couram**
	Claims #:	**144356-GC**

Dear Mr. Skurko:

Please be advised that as you have determined not to negotiate this matter after two attempts by me, your offer has been medicals and two thousand five hundred ($2,500.00 for pain and suffering) based on my waiting too long to seek medical attention and car damage. My offer is no longer viable.

I am submitting to you a copy of the Summons and Complaint, Certificate of Service that has been filed to the Richland County Circuit Court. My client suffered personal injuries from a motor vehicle collision that occurred in Richland County on March 25, 2014.

Your insured, Sherwood Tidwell, was negligent in causing this collision. A copy of the incident report, medicals, two letters from employer of wage lost and medical bills have already been submitted the most recent submission was this month.

Pursuant to S.C. Code Ann. § 38-77-250, we are hereby writing to obtain information concerning automobile insurance coverage of the insured and the insured vehicle, the driver, and the owner of the vehicle. We hereby request within thirty (30) days from the above date, a statement, under oath, of a corporate officer or the insurer's claims manager stating with regard to each known policy issued, the name of the insurer, the name of each insured, and the limits of coverage. In the alternative, you may provide a copy of the declaration page of each such policy in lieu of providing such information. I am hereby authorized to make this request.

I would request this information be provided within the next thirty (30) days. Thank you for your assistance.

Sincerely,

Glenda Couram
104 Macaw Lane
Lexington, SC 29073
Columbia, South Carolina 29201
Email: grcouram@hotmail.com
Phone: (803) 358-0127
Pro se Plaintiff

CLAWSON and STAUBES, LLC

Jescelyn T. Spitz
Bar No.: 101880
1612 Marion Street, Suite 200
Columbia, South Carolina 29201-2939
Phone: (800) 774-8242
Fax: (843) 722-2867
Email: jspitz@clawsonandstaubes.com
Attorney for Sherwood Tidwell

Columbia, South Carolina

February 16, 2017

I, _____ accept the offer of judgment as stated above:

WITNESSES:

_____ _____

_____

I, _____, decline the offer of judgment as stated above:

WITNESSES:

_____ _____

_____

369 S.C. 443, 633 S.E.2d 482 (2006); Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003). When determining if any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party. Wilson v. Style Crest Products, Inc., 367 S.C. 653, 656, 627 S.E.2d 733, 735 (2006). Moreover, even if there is no dispute regarding the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. Id.

APPLICABLE LAW

In order to prevail on a claim for negligence, the Plaintiff must prove that the Defendant owed her a duty of reasonable care, that the duty was breached and that the breach was the proximate cause of the Plaintiff's injuries. "Negligence is not actionable unless it is a proximate cause of the injury." Hanselmann v. McCardle, 275 S.C. 46, 48 (1980). "Proximate cause requires proof of both causation in fact and legal cause." "Causation in fact is proved by establishing the injury would not have occurred "but for" the defendant's negligence. Legal cause is proved by establishing foreseeability." Madison v. Babcock Ctr., Inc., 371 S.C. 123, 147 (2006). "The question of proximate cause ordinarily is one of fact for the jury . . . ." Id.

ANALYSIS

The Defendant has admitted liability in regard to the accident in question in this case; however, the Defendant disputes both causation and damages. The Defendant argues that the Plaintiff was not injured in the accident and further argued that the

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2016CP4002350

Glenda Couram
PLAINTIFF(S)

Sherwood Tidwell
Nationwide Mutual Insurance Company
DEFENDANT(S)

Submitted by: _____ Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** *(CHECK REASON)*: ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other _____

☐ **ACTION STRICKEN** *(CHECK REASON)*: ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** *(CHECK APPLICABLE BOX)*: ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☒ does not end the case. Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		$
		$
		$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____ **Judge Code** _____ **Date** _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20 _____ and a copy mailed first class or placed in the appropriate attorney's box on this **2nd day of June, 2017** to attorneys of record or to parties (when appearing pro se) as follows:

Glenda Couram — Jescelyn Tillman Spitz — Lora Stuart Shortt

Glenda Couram
ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court Jeanette W. McBride

SCRCP Form 4C (10/2011)

203

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Glenda Couram,

Plaintiff,

v.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood's Plumbing Services, LLC, Sherwood Tidwell, Owner/Operator/ Agent, and Beatrice Tyree Tidwell,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No.: 2017-CP-40-04048

CERTIFICATE OF SERVICE

I, the undersigned employee of Richardson Plowden & Robinson, counsel for the Defendant Eugene Matthews, do hereby certify that I have served a copy of the *ANSWER TO PLAINTIFF'S AMENDED COMPLAINT OF DEFENDANT EUGENE MATTHEWS* by causing a copy of the same to be personally deposited in the United States Postal Service mail, postage prepaid, with the return address clearly visible, addressed to the *pro se* Plaintiff and parties of record as indicated below on this 21st day of July, 2017:

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073

Nationwide Mutual Insurance Company
ATTN: Legal Department
1000 Yard Street
Grandview Heights, OH 43212

Titan Idemnity Insurance
ATTN: Legal Department
1 West Nationwide Boulevard
Columbus, OH 42215

Sherwood Tidwell
Sherwood Plumbing Services
1776 Morninglo Lane
Columbia, SC 29223

JENNIFER L. MILES
Paralegal

July 21, 2017
Columbia, South Carolina.

205

Defendant Matthews (the undersigned) is an attorney with Richardson Plowden & Robinson, P.A. He has defended numerous defendants in four (4) separate lawsuits brought by the Plaintiff, including the South Carolina Department of Motor Vehicles ("SCDMV"), her former supervisors and co-workers, Judiciary officials, and others. Notably, he did not represent any party in "Tidwell I," but assisted SCDMV in responding to subpoenas issued in that case, and accompanied an SCDMV employee who testified at the trial.

In this lawsuit, Plaintiff appears to complain that Mr. Tidwell's insurers did not offer her enough money to settle her previous lawsuit against Mr. Tidwell. While not privy to the exact nature of those negotiations, the record indicates that Plaintiff received an Offer of Judgment under Rule 68, SCRCP in the amount of $20,000.00. (Exhibit "B," Offer of Judgment).

It also appears that, prior to trial, Judge Hood issued an order in which Mr. Tidwell acknowledged fault for the accident. (Exhibit "C," Judge Hood's Order). The Order held that "[w]hile the Plaintiff claims she sustained physical and mental injuries as a result of the accident in question, it is within the province of the jury to determine whether the Plaintiff's alleged damages were caused by the accident in question in the case, meaning a jury must determine whether the Plaintiff's alleged damages would have occurred 'but for' the Defendant's alleged negligence, as well as whether such damages were 'foreseeable' or the natural and probable consequence of the alleged failure to exercise reasonable case." (Exhibit "C," p. 3).

In any event, Plaintiff rejected the Offer of Judgment of $20,000.00 and tried her case to a jury. The jury returned a verdict in her favor, but only awarded $1,000.00. (Exhibit "D," Jury Verdict). Plaintiff has filed a Motion to Amend or Alter Judgment under Rule 59, SCRCP, upon which the Court has not yet ruled.

207

I. Collateral Estoppel and Rule 12(b)(6).

This lawsuit is an effort by Plaintiff to reassert and expand allegations she made in "Tidwell I," which resulted in a jury verdict in her favor, albeit an apparently disappointing jury verdict of only $1,000.00.[3] Because each of Plaintiff's claims relies on a common set of factual allegations, and because those allegations have already been tried to a jury, Plaintiff is estopped from relitigating them at this point.

Under South Carolina state law, the party asserting collateral estoppel must show "that the issue in the present lawsuit was: (1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment." *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554 (S.C. App. 2009). Each of these elements is present. Plaintiff's claims for injuries and damages related to the accident were (1) actually litigated in the prior action, (2) determined by a jury in the prior action, and (3) were necessary – indeed central – to the judgment in the prior action.

Each of the Plaintiff's causes of action rely on the "Facts Common to All Causes of Action" alleged in Paragraphs 11-32 of her Complaint, which refer to the accident, alleged damages caused by the accident, and the settlement negotiations concerning the accident. These matters were conclusively litigated in "Tidwell I." For that reason, Plaintiff's claims are barred and must be dismissed with prejudice.

II. Intentional Infliction of Emotional Distress.

In support of her claim for intentional infliction of emotional distress ("IIED"), Plaintiff relies on the "conduct alleged above" (Plaintiff's Complaint, ¶ 41), presumably a reference to the

[3] Plaintiff's disappointment with the jury award of $1,000.00 is understandable, in light of her apparently ill-considered decision to refuse Tidwell's Offer of Judgment of $20,000.00.

209

insufficient as a matter of law to constitute the tort of outrage. *Id.* at 505-06. In *Shipman v. Glenn*, 314 S.C. 327, 443 S.E.2d 921 (S.C. App. 1994), the Court of Appeals ruled that a supervisor's conduct in ridiculing the speech impediment of, and threatening to fire, an employee who had cerebral palsy did not provide a sufficient basis for intentional infliction of emotional distress. In *Gattison*, the Court of Appeals reversed judgment for the plaintiff where the plaintiff, the Director of Internal Audit, was deprived of his office and staff, was told his job was unimportant, and was given short notice of meetings in which he was required to sit in a small chair and forbidden from taking notes. Notably, the Court stated that while "the facts alleged by Gattison may demonstrate unprofessional, inappropriate behavior, they fall short of conduct that exceeds all possible bounds of decency and is atrocious and utterly intolerable in a civilized society." 318 S.C. at 157, 456 S.E.2d at 419; *see also Hainer v. American Medical International, Inc.*, 320 S.C. 316, 324, 465 S.E2d 112, 117 (S.C. App. 1995), *aff'd*, 328 S.C. 128, 492 S.E.2d 103 (1997) (no IIED claim where registered nurse alleged that her employer wrongfully reported alleged professional misconduct to the State Board of Nursing, and abused process by filing the report for ulterior purposes, reversing a $75,000 compensatory damage and $225,000 punitive damage award); *Johnson v. Dailey*, 318 S.C. 318, 322-323, 457 S.E.2d 613, 614-15 (1995) (no IIED claim where public school teacher alleged that her principal harassed her and retaliated against her over the course of several years, to the point of ultimately firing her, because she had reported the principal's unlawful activities).

More recently, in *Fleming v. Rose*, 338 S.C. 524, 526 S.E.2d 732 (S.C. App. 2000), *rev'd on other grounds*, 350 S.C. 488, 567 S.E.2d 857 (2002), the Court of Appeals affirmed dismissal of an IIED claim made by a former S.C. Highway Patrol Trooper, who alleged that his employer issued a libelous press release incorrectly grouping him with other Troopers who had been

Kinard v. Augusta Sash & Door Co., 286 S.C. 579, 582–83, 336 S.E.2d 465, 467 (1985). As would be obvious from a cursory review of the elements, negligent infliction of emotional distress is limited to "bystander recovery." *Doe v. N. Greenville Hosp.*, 318 S.C. 459, 465, 458 S.E.2d 439, 442 (S.C. App. 1995). There are no allegations in Plaintiff's Complaint that remotely meet these elements. In short, the claim must be dismissed with prejudice.

IV. Civil Conspiracy.

As an initial matter, Plaintiff has failed to allege sufficiently a claim for civil conspiracy. South Carolina courts have held that "[t]he tort of civil conspiracy has three elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, and (3) causing plaintiff special damage." *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115, 682 S.E.2d 871, 874 (S.C. App. 2009) (citations omitted). Also, "[a] claim for civil conspiracy must **allege additional acts in furtherance of a conspiracy rather than reallege other claims within the complaint**," and "because the quiddity of a civil conspiracy claim is the special damage resulting to the plaintiff, the damages alleged must go beyond the damages alleged in other cause of action." *Id.* (internal citations omitted) (emphasis added).

In this case, Plaintiff's makes no factual allegations regarding the civil conspiracy claim that differ from her other claims. In fact, she relies on her allegations in the "Facts Common to All Causes of Action" section of her Complaint to support all of her claims, including the civil conspiracy claim. Paragraphs 51 through 54 of Plaintiff's Complaint specifically state that Plaintiff is suing "Nationwide, Titan, and Matthews" for the "wrongful acts complained on herein." In Paragraph 64, Plaintiff alleges that the "Defendants worked in harmony to the detriment of the plaintiff to prevent their loss to a pro se litigant." The remaining allegations pertaining to civil conspiracy are purported statements of law or allegations purporting to set

Similarly, the FCPSA also provides for sanctions of frivolous lawsuits. S.C. Code Ann. § 15-36-10. Under the FCPSA, sanctions are appropriate where "a reasonable attorney in the same circumstances would believe the case or defense was frivolous as not reasonably founded in fact." *Id.* Proceedings under this Act are determined under a "reasonable attorney" standard. *Southeastern Site Prep, LLC v. Atlantic Coast Builders and Contractors, LLC*, 394 S.C. 97, 107, 713 S.E.2d 650, 655 (S.C. App. 2011).

As an initial matter, Plaintiff cannot rely on her *pro se* status to claim unfamiliarity with the Court and its rules. In fact, because of the breathtaking number of lawsuits she has filed, she undoubtedly has more experience in litigation than many lawyers. Below is a list of the lawsuits she has filed, as a *pro se* litigant, against SCDMV and her co-workers and supervisors that the undersigned has defended:

- Plaintiff filed a lawsuit in U.S. District Court for the District of South Carolina on January 4, 2010, against SCDMV and many of her supervisors and co-workers. In her lawsuit, she alleged claims under Title VII, the Age Discrimination in Employment Act, the Equal Pay Act, and various state law claims (hereinafter "**Couram I**"). In March 2011, U.S. District Judge Matthew Perry granted summary judgment to the Defendants on all federal claims in "Couram I," and declined to exercise jurisdiction over the state law claims. *Couram v. South Carolina Dept. of Motor Vehicles*, 2011 WL 891298 (D.S.C. March 10, 2011). Plaintiff appealed this decision to the U.S. Court of Appeals for the Fourth Circuit. Her appeal was dismissed on August 30, 2011, and her request to reinstate the appeal was denied on November 30, 2011.

- Plaintiff filed another lawsuit in the South Carolina Court of Common Pleas in Richland County on October 25, 2011 (hereinafter "**Couram II**"). In her Complaint, she alleged many of the federal causes of action that had earlier been dismissed in "Couram I." The case was removed to U.S. District Court. Following an extensive number of motions, U.S. Magistrate Judge Paige Gossett recommended that the case be remanded to state court if Plaintiff removed the federal causes of action from her Complaint. *Couram v. Davis*, 2012 WL 2428581 (D.S.C. March 14, 2012). U.S. District Court Judge Barbara Seymour adopted the recommendation. *Couram v. Davis*, 2012 WL 2428567 (D.S.C. June 27, 2012). Upon Plaintiff's removal of federal claims from her Complaint in "Couram II," Judge Seymour remanded the case back to state court on August 21, 2012.

215

- Jim Mosley.

Other state court records yield the following suits in which Complainant was (or is) involved as a *pro se* litigant:

- In addition to the four cases brought by Plaintiff against some or all of the SCDMV Defendants, she has also brought the following civil cases in Richland County.
  - *Couram v. South Carolina Dental Center Inc.*, 2006-CP-40-02160 (dismissed); and,
  - *Couram v. Sherwood Tidwell*, 2016-CP-40-02350 ("Tidwell I").
- Plaintiff was either a Plaintiff or Defendant in the following civil cases filed in Lexington County.
  - *Glenda Couram v. South Carolina Dept. of Social Services*, 2000-CP-32-00367 (directed verdict for Defendant);
  - *Greenwood Trust, et al v. Glenda Couram*, 2001-CP-32-03162 (uncontested default);
  - *S.C. Housing Finance & Dev v. Glenda Couram*, 2002-CP-32-03634 (judgment for plaintiff);
  - *Couram v. Time Warner Cable Commc'ns, Inc.*, 2006-CP-32-03508 (appeal referenced above); and,
  - *Couram v. Hooker, et al.*, 2010-CP-32-05382 and 2010-CP-32-01010 (appeal referenced above).

In short, Plaintiff has been in continuous litigation for over 10 years. She should not be able to rely on her status as a *pro se* litigant to evade the consequences of the Act or Rule 11.

The undersigned seeks to sanction Plaintiff under Rule 11, SCRCP, because the Complaint is frivolous, and in light of her previous conduct, abusive.

- Generally regarding this lawsuit, Plaintiff is attempting to relitigate a prior claim that she tried to a jury verdict, as set forth above. There is absolutely no legitimate ground for her to bring this claim, and certainly none against the undersigned.
- With regard to Plaintiff's claim for Intentional Infliction of Emotional Distress ("IIED"), Plaintiff was already well aware that this claim has no reasonable basis.

217

1. A monetary penalty equal to the time the undersigned has spent responding to this frivolous lawsuit multiplied by the normal hourly rate of an experienced lawyer in this locality who is certified as a Specialist in Employment and Labor Law by the South Carolina Supreme Court; and,

2. In light of Plaintiff's long and storied record as a vexatious and abusive *pro se* litigant, the undersigned requests that this Court issue an *Assa'ad-Faltas* Order[5] forbidding Plaintiff from filing any civil lawsuit in the Richland County unless it is signed and filed by an attorney with an active license to practice law in South Carolina.

CONCLUSION

For the reasons stated above, the undersigned respectfully requests that the Court find each of Plaintiff's claims to be entirely without merit, and that this Court GRANT this Motion for Judgment of the Pleadings and DISMISS WITH PREJUDICE each and every one of Plaintiff's claims, to SANCTION Plaintiff as requested, and to grant the undersigned any other such relief as the Court deems just and proper.

In filing this motion, the undersigned requests a hearing on the matter no earlier than ten (10) days prior to the filing of this Amended Motion, or as the Court otherwise directs. If

[5]An "*Assa'ad-Faltas* Order" refers to the restrictions placed on another vexatious and abusive *pro se* litigant in South Carolina by both the South Carolina Supreme Court and the United States Supreme Court. *See City of Columbia v. Assa'ad-Faltas*, 2017 WL 2665155, at *3 (S.C. June 21, 2017) ("In an effort to restrict Appellant from engaging in such inappropriate conduct, this Court issued an order on December 23, 2009, prohibiting Appellant from filing anything with this Court unless it is signed and filed by an attorney. Thereafter, in April 2011, the Court expanded that prohibition to preclude Appellant from filing anything in *any* court of this state in a *pro se* capacity based on Appellant's persistent disregard for and abuse of the judicial process. In response to Appellant's repeated attempts to circumvent this Court's orders, including a series of emails Appellant sent to judges and law clerks about pending litigation, on October 24, 2012, then-Chief Justice Toal issued an order expressly prohibiting Appellant from contacting 'any judge, justice, law clerk, clerk of court or any other officer or employee of the Judicial System by telephone, e-mail or any other form of electronic communication.'") *Assa'ad-Faltas v. Richland Cty. Sheriff's Dep't*, 135 S. Ct. 1418, 191 L.Ed.2d 354 (2015) ("As petitioner has repeatedly abused this Court's process, the Clerk is directed not to accept any further petitions in noncriminal matters from petitioner unless the docketing fee required by Rule 38(a) is paid and petition submitted in compliance with Rule 33.1.").

ORIGINAL

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Glenda Couram,

Plaintiff,

v.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood's Plumbing Services, LLC, Sherwood Tidwell, Owner/Operator/ Agent, and Beatrice Tyree Tidwell,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No.: 2017-CP-40-04048

SUPPLEMENT TO MOTION FOR JUDGMENT ON THE PLEADINGS OF DEFENDANT EUGENE MATTHEWS AND FOR SANCTIONS

RICHLAND COUNTY FILED
2017 JUL 21 AM 11:13
JEANETTE W. McBRIDE C.C.P. & G.S.

NOW COMES the Defendant Eugene Matthews (hereinafter "Matthews" or the "Defendant"), the undersigned, and files this Supplement to the Amended Motion for Judgment on the Pleadings under Rule 12(c), SCRCP. Defendant respectfully requests that the Court dismiss all claims against him with prejudice, and to sanction Plaintiff under the South Carolina Frivolous Civil Proceedings Sanctions Act, or Rule 11, SCRCP, or both.

Plaintiff originally filed her Complaint on July 3, 2017. The undersigned filed an Answer on July 14, 2017 and a Motion for Judgment on the Pleadings and for Sanctions on July 17, 2017.

Shortly thereafter, on July 19, 2017, Plaintiff filed her Amended Complaint. The undersigned filed his Answer to the Amended Complaint on July 21, 2017, and now also files his Supplement to the Motion for Judgment on the Pleadings and for Sanctions.

In support of this supplement, the undersigned presents the following:

damages were caused by the accident in question in the case, meaning a jury must determine whether the Plaintiff's alleged damages would have occurred 'but for' the Defendant's alleged negligence, as well as whether such damages were 'foreseeable' or the natural and probable consequence of the alleged failure to exercise reasonable case." (Exhibit "C," p. 3).[2]

In any event, Plaintiff rejected the Offer of Judgment of $20,000.00 and tried her case to a jury. The jury returned a verdict in her favor, but only awarded $1,000.00. (Exhibit "D," Jury Verdict). Plaintiff has filed a Motion to Amend or Alter Judgment under Rule 59, SCRCP, upon which the Court has not yet ruled.

As set forth below, Plaintiff's instant lawsuit is frivolous and should be dismissed forthwith. Plaintiff should also be sanctioned under the South Carolina Frivolous Civil Proceedings Sanctions Act, or Rule 11, SCRCP, or both.

PLAINTIFF'S CURRENT LAWSUIT

Plaintiff attempts to bring the following causes of action[3] against the undersigned:

1. Second Cause of Action – Intentional Infliction of Emotional Distress, alleged against Defendants Nationwide, Titan, and Matthews.

2. Third Cause of Action – Negligent Infliction of Emotional Distress alleged against Defendants Nationwide, Titan, and Matthews.

3. Fourth Cause of Action – Civil Conspiracy, alleged against Defendants Nationwide, Titan, and Matthews.

[2] While Plaintiff alleges at ¶ 20 of her Amended Complaint that Tidwell "was found guilty in a court of law for negligence and liability via court order of Judge Hood dated June 2, 2017," the allegation is not accurate. In any event, Judge Hood's Order speaks for itself.

[3] Plaintiff's First Cause of Action is not stated against this Defendant. Plaintiff's Fifth Cause of Action – stated simply as "Punitive Damages" – is not a separate cause of action, but a type of damage Plaintiff apparently wishes to seek relative to other causes of action.

Under South Carolina state law, the party asserting collateral estoppel must show "that the issue in the present lawsuit was: (1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment." *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554 (S.C. App. 2009). Each of these elements is present. Plaintiff's claims for injuries and damages related to the accident were (1) actually litigated in the prior action, (2) determined by a jury in the prior action, and (3) were necessary – indeed central – to the judgment in the prior action.

Each of the Plaintiff's causes of action rely on the "Facts Common to All Causes of Action" alleged in Paragraphs 11-32 of her Amended Complaint, which refer to the accident, alleged damages caused by the accident, and the settlement negotiations concerning the accident. These matters were conclusively litigated in "Tidwell I." For that reason, Plaintiff's claims are barred and must be dismissed with prejudice.

II. Intentional Infliction of Emotional Distress.

In support of her claim for intentional infliction of emotional distress ("IIED"), Plaintiff relies on the "conduct alleged above" (Plaintiff's Amended Complaint, ¶ 41), presumably a reference to the allegations in the "Facts Common to All Causes of Action" section of her Amended Complaint. In fact, the entire Amended Complaint contains only cryptic and fleeting references to the undersigned, as follows:

- In Paragraph 28, she alleges that "Defendant Eugene Matthews entered the picture and a second subpoenaed request for plaintiff employment records causing the plaintiff additional suffering [*sic*]." The meaning of this vague allegation is not apparent. In any event, the undersigned certainly assisted SCDMV in its response to subpoenas issued in "Tidwell I."

- In Paragraph 46, she makes a conclusory allegation that the undersigned and Nationwide engaged in "malicious and/or oppressive conduct" that "was in reckless disregard of Plaintiff's [*sic*] and therefore warrants imposition of punitive damages, especially in influencing and controlling the outcome of the trial." She

225

manner of performing certain duties and then accused her of not following instructions" were insufficient as a matter of law to constitute the tort of outrage. *Id.* at 505-06. In *Shipman v. Glenn*, 314 S.C. 327, 443 S.E.2d 921 (S.C. App. 1994), the Court of Appeals ruled that a supervisor's conduct in ridiculing the speech impediment of, and threatening to fire, an employee who had cerebral palsy did not provide a sufficient basis for intentional infliction of emotional distress. In *Gattison*, the Court of Appeals reversed judgment for the plaintiff where the plaintiff, the Director of Internal Audit, was deprived of his office and staff, was told his job was unimportant, and was given short notice of meetings in which he was required to sit in a small chair and forbidden from taking notes. Notably, the Court stated that while "the facts alleged by Gattison may demonstrate unprofessional, inappropriate behavior, they fall short of conduct that exceeds all possible bounds of decency and is atrocious and utterly intolerable in a civilized society." 318 S.C. at 157, 456 S.E.2d at 419; *see also Hainer v. American Medical International, Inc.*, 320 S.C. 316, 324, 465 S.E2d 112, 117 (S.C. App. 1995), *aff'd*, 328 S.C. 128, 492 S.E.2d 103 (1997) (no IIED claim where registered nurse alleged that her employer wrongfully reported alleged professional misconduct to the State Board of Nursing, and abused process by filing the report for ulterior purposes, reversing a $75,000 compensatory damage and $225,000 punitive damage award); *Johnson v. Dailey*, 318 S.C. 318, 322-323, 457 S.E.2d 613, 614-15 (1995) (no IIED claim where public school teacher alleged that her principal harassed her and retaliated against her over the course of several years, to the point of ultimately firing her, because she had reported the principal's unlawful activities).

More recently, in *Fleming v. Rose*, 338 S.C. 524, 526 S.E.2d 732 (S.C. App. 2000), *rev'd on other grounds*, 350 S.C. 488, 567 S.E.2d 857 (2002), the Court of Appeals affirmed dismissal of an IIED claim made by a former S.C. Highway Patrol Trooper, who alleged that his employer

(e) the emotional distress must both manifest itself by physical symptoms capable of objective diagnosis and be established by expert testimony.

Kinard v. Augusta Sash & Door Co., 286 S.C. 579, 582–83, 336 S.E.2d 465, 467 (1985). As would be obvious from a cursory review of the elements, negligent infliction of emotional distress is limited to "bystander recovery." *Doe v. N. Greenville Hosp.*, 318 S.C. 459, 465, 458 S.E.2d 439, 442 (S.C. App. 1995). There are no allegations in Plaintiff's Amended Complaint that remotely meet these elements. In short, the claim must be dismissed with prejudice.

IV. Civil Conspiracy.

As an initial matter, Plaintiff has failed to allege sufficiently a claim for civil conspiracy. South Carolina courts have held that "[t]he tort of civil conspiracy has three elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, and (3) causing plaintiff special damage." *Hackworth v. Greywood at Hammett, LLC,* 385 S.C. 110, 115, 682 S.E.2d 871, 874 (S.C. App. 2009) (citations omitted). Also, "[a] claim for civil conspiracy must **allege additional acts in furtherance of a conspiracy rather than reallege other claims within the Amended Complaint**," and "because the quiddity of a civil conspiracy claim is the special damage resulting to the plaintiff, the damages alleged must go beyond the damages alleged in other cause of action." *Id.* (internal citations omitted) (emphasis added).

In this case, Plaintiff's makes no factual allegations regarding the civil conspiracy claim that differ from her other claims. In fact, she relies on her allegations in the "Facts Common to All Causes of Action" section of her Amended Complaint to support all of her claims, including the civil conspiracy claim. Paragraphs 51 through 54 of Plaintiff's Amended Complaint specifically state that Plaintiff is suing the Defendants for the "wrongful acts complained on herein." In Paragraph 64, Plaintiff alleges that the "Defendants worked in harmony to the detriment of the plaintiff to prevent their loss to a pro se litigant." The remaining allegations

229

Similarly, the FCPSA also provides for sanctions of frivolous lawsuits. S.C. Code Ann. § 15-36-10. Under the FCPSA, sanctions are appropriate where "a reasonable attorney in the same circumstances would believe the case or defense was frivolous as not reasonably founded in fact." *Id.* Proceedings under this Act are determined under a "reasonable attorney" standard. *Southeastern Site Prep, LLC v. Atlantic Coast Builders and Contractors, LLC*, 394 S.C. 97, 107, 713 S.E.2d 650, 655 (S.C. App. 2011).

As an initial matter, Plaintiff cannot rely on her *pro se* status to claim unfamiliarity with the Court and its rules. In fact, because of the breathtaking number of lawsuits she has filed, she undoubtedly has more experience in litigation than many lawyers. Below is a list of the lawsuits she has filed, as a *pro se* litigant, against SCDMV and her co-workers and supervisors that the undersigned has defended:

- Plaintiff filed a lawsuit in U.S. District Court for the District of South Carolina on January 4, 2010, against SCDMV and many of her supervisors and co-workers. In her lawsuit, she alleged claims under Title VII, the Age Discrimination in Employment Act, the Equal Pay Act, and various state law claims (hereinafter "**Couram I**"). In March 2011, U.S. District Judge Matthew Perry granted summary judgment to the Defendants on all federal claims in "Couram I," and declined to exercise jurisdiction over the state law claims. *Couram v. South Carolina Dept. of Motor Vehicles*, 2011 WL 891298 (D.S.C. March 10, 2011). Plaintiff appealed this decision to the U.S. Court of Appeals for the Fourth Circuit. Her appeal was dismissed on August 30, 2011, and her request to reinstate the appeal was denied on November 30, 2011.

- Plaintiff filed another lawsuit in the South Carolina Court of Common Pleas in Richland County on October 25, 2011 (hereinafter "**Couram II**"). In her Amended Amended Complaint, she alleged many of the federal causes of action that had earlier been dismissed in "Couram I." The case was removed to U.S. District Court. Following an extensive number of motions, U.S. Magistrate Judge Paige Gossett recommended that the case be remanded to state court if Plaintiff removed the federal causes of action from her Amended Complaint. *Couram v. Davis*, 2012 WL 2428581 (D.S.C. March 14, 2012). U.S. District Court Judge Barbara Seymour adopted the recommendation. *Couram v. Davis*, 2012 WL 2428567 (D.S.C. June 27, 2012). Upon Plaintiff's removal of federal claims from her Amended Complaint in "Couram II," Judge Seymour remanded the case back to state court on August 21, 2012.

- Jim Mosley.

Other state court records yield the following suits in which Plaintiff was (or is) involved as a *pro se* litigant:

- In addition to the four cases brought by Plaintiff against some or all of the SCDMV Defendants, she has also brought the following civil cases in Richland County.
  - *Couram v. South Carolina Dental Center Inc.,* 2006-CP-40-02160 (dismissed); and,
  - *Couram v. Sherwood Tidwell,* 2016-CP-40-02350 ("Tidwell I").
- Plaintiff was either a Plaintiff or Defendant in the following civil cases filed in Lexington County.
  - *Glenda Couram v. South Carolina Dept. of Social Services*, 2000-CP-32-00367 (directed verdict for Defendant);
  - *Greenwood Trust, et al v. Glenda Couram*, 2001-CP-32-03162 (uncontested default);
  - *S.C. Housing Finance & Dev v. Glenda Couram*, 2002-CP-32-03634 (judgment for plaintiff);
  - *Couram v. Time Warner Cable Commc'ns, Inc.,* 2006-CP-32-03508 (appeal referenced above); and,
  - *Couram v. Hooker, et al.,* 2010-CP-32-05382 and 2010-CP-32-01010 (appeal referenced above).

In short, Plaintiff has been in continuous litigation for over 10 years. She should not be able to rely on her status as a *pro se* litigant to evade the consequences of the Act or Rule 11.

The undersigned seeks to sanction Plaintiff under the FCPSA and Rule 11, SCRCP, because the Amended Complaint is frivolous, and in light of her previous conduct, abusive.

- Generally regarding this lawsuit, Plaintiff is attempting to relitigate a prior claim that she tried to a jury verdict, as set forth above. There is absolutely no legitimate ground for her to bring this claim, and certainly none against the undersigned.
- With regard to Plaintiff's claim for Intentional Infliction of Emotional Distress ("IIED"), Plaintiff was already well aware that this claim has no reasonable basis.

1. A monetary penalty equal to the time the undersigned has spent responding to this frivolous lawsuit multiplied by the normal hourly rate of an experienced lawyer in this locality who is certified as a Specialist in Employment and Labor Law by the South Carolina Supreme Court; and,

2. In light of Plaintiff's long and storied record as a vexatious and abusive *pro se* litigant, the undersigned requests that this Court issue an *Assa'ad-Faltas* Order[5] forbidding Plaintiff from filing any civil lawsuit in the Richland County unless it is signed and filed by an attorney with an active license to practice law in South Carolina.

CONCLUSION

For the reasons stated above, the undersigned respectfully requests that the Court find each of Plaintiff's claims to be entirely without merit, and that this Court GRANT this Motion for Judgment of the Pleadings and DISMISS WITH PREJUDICE each and every one of Plaintiff's claims, to SANCTION Plaintiff as requested, and to grant the undersigned any other such relief as the Court deems just and proper.

In filing this motion, the undersigned requests a hearing on the matter no earlier than ten (10) days prior to the filing of this Amended Motion, or as the Court otherwise directs. If

[5]An "*Assa'ad-Faltas* Order" refers to the restrictions placed on another vexatious and abusive *pro se* litigant in South Carolina by both the South Carolina Supreme Court and the United States Supreme Court. *See City of Columbia v. Assa'ad-Faltas*, 2017 WL 2665155, at *3 (S.C. June 21, 2017) ("In an effort to restrict Appellant from engaging in such inappropriate conduct, this Court issued an order on December 23, 2009, prohibiting Appellant from filing anything with this Court unless it is signed and filed by an attorney. Thereafter, in April 2011, the Court expanded that prohibition to preclude Appellant from filing anything in *any* court of this state in a *pro se* capacity based on Appellant's persistent disregard for and abuse of the judicial process. In response to Appellant's repeated attempts to circumvent this Court's orders, including a series of emails Appellant sent to judges and law clerks about pending litigation, on October 24, 2012, then-Chief Justice Toal issued an order expressly prohibiting Appellant from contacting 'any judge, justice, law clerk, clerk of court or any other officer or employee of the Judicial System by telephone, e-mail or any other form of electronic communication.'") *Assa'ad-Faltas v. Richland Cty. Sheriff's Dep't*, 135 S. Ct. 1418, 191 L.Ed.2d 354 (2015) ("As petitioner has repeatedly abused this Court's process, the Clerk is directed not to accept any further petitions in noncriminal matters from petitioner unless the docketing fee required by Rule 38(a) is paid and petition submitted in compliance with Rule 33.1.").

335

Exhibit A

Glenda R. Couram v. Sherwood Tidwell
C/A No.: 2016-CP-40-02350
"Tidwell I"

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
CA NO: 2016-CP-40-_____

Glenda R. Couram
Plaintiff

Sherwood Tidwell, Insured
Titan Indemnity Company
Subsidiary of Nationwide Mutual Insurance Company
Defendants

JURY TRIAL DEMANDED

2016 APR 12 AM 11:20

SUMMONS

TO THE DEFENDANTS ABOVE NAMED:

YOUR ARE HEREBY SUMMONED and required to answer the complaint herein, copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgement by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted by,

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
803 358-0127
grcouram@hotmail.com
Pro se Plaintiff

Dated this 28th day of March 2016
Columbia, South Carolina

thing Plaintiff knew her car was violently slammed into by Mr. Brown's car a cream colored Crown Victory.

7. Plaintiff was driving a 2012 Honda Fit.

8. Defendant's vehicle was a commercial vehicle whose entire front end had been crushed it appeared to the Plaintiff.

9. Defendant failed to observe traffic conditions during rush hour on a Friday and driving too fast to stop collided into Mr. Brown who collided into Plaintiff causing property damage and injury to the Plaintiff.

10. Plaintiff did not cause or contribute to the collision in any manner as confirmed by the accident report in fact, it was a total shock she had even been hit and further she had no ability to avoid or prevent the collision.

11. As a result of the collision, Plaintiff suffered painful, traumatic, and injuries throughout her body which resulted in significant medical treatment (physical and occupational therapy).

12. Plaintiff has incurred, and will continue to incur in the future, medical expenses, and has suffered, and will continue to suffer general damages such as physical and mental pain and suffering, emotional anguish, loss wages, and a loss of enjoyment of life, along with considerable medical bills and inconvenience, all of which she is entitled to be compensated for as a direct and proximate result of Defendant's actions as described above.

13. Defendant was negligent, negligent *per se*, careless, reckless, and grossly negligent in one or more of the following particulars:

a. In causing his vehicle and Mr. Brown's vehicle to collide into Plaintiff's vehicle;
b. In operating a vehicle in a distracted manner;
c. In failing to observe traffic;
d. In failing to keep a proper outlook;

DECLARATION PAGE

"I hereby declare that the above statement and information in this document is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and subject to penalty for perjury."

Respectfully submitted,

By:

Glenda Couram
104 Macaw Lane
Lexington, SC 29073
Columbia, South Carolina 29201
Email: grcouram@hotmail.com
Phone: (803) 358-0127
Pro se Plaintiff

2016 APR 12 AM 11:21

Dated this 28th, day of March 2016
Columbia, South Carolina

March 28, 2016

Rick Skurko, Claims Specialist II
Commercial Casualty
Nationwide Non-Standard Claims
PO Box 93863
Cleveland, OH 44101

RE:	**Policyholder:**	**Sherwood Tidwell**
	Insurance Company:	**Titan Indemnity Company**
	Date of Accident/Loss:	**September 18, 2015**
	Claimant/Injured:	**Glenda Couram**
	Claims #:	**144356-GC**

Dear Mr. Skurko:

Please be advised that as you have determined not to negotiate this matter after two attempts by me, your offer has been medicals and two thousand five hundred ($2,500.00 for pain and suffering) based on my waiting too long to seek medical attention and car damage. My offer is no longer viable.

I am submitting to you a copy of the Summons and Complaint, Certificate of Service that has been filed to the Richland County Circuit Court. My client suffered personal injuries from a motor vehicle collision that occurred in Richland County on March 25, 2014.

Your insured, Sherwood Tidwell, was negligent in causing this collision. A copy of the incident report, medicals, two letters from employer of wage lost and medical bills have already been submitted the most recent submission was this month.

Pursuant to S.C. Code Ann. § 38-77-250, we are hereby writing to obtain information concerning automobile insurance coverage of the insured and the insured vehicle, the driver, and the owner of the vehicle. We hereby request within thirty (30) days from the above date, a statement, under oath, of a corporate officer or the insurer's claims manager stating with regard to each known policy issued, the name of the insurer, the name of each insured, and the limits of coverage. In the alternative, you may provide a copy of the declaration page of each such policy in lieu of providing such information. I am hereby authorized to make this request.

I would request this information be provided within the next thirty (30) days. Thank you for your assistance.

Sincerely,

Glenda Couram
104 Macaw Lane
Lexington, SC 29073
Columbia, South Carolina 29201
Email: grcouram@hotmail.com
Phone: (803) 358-0127
Pro se Plaintiff

CO.N00 1358 3
816

Case Claim #0326373362

Mail FR-10 to: SC Department of Motor Vehicles Office of Financial Responsibility (803) 896-5000 PO Box 1498, Blythewood, SC 29016-0050	SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES FR-10 (REV. 11/2011) NOTICE OF REQUIREMENT	Submit Electronically: Agents or Company Representatives can submit your insurance information at WWW.SC-AUR.COM

Date	Time	County	Interstate: 4-Secondary; 2-US Primary; 5-County; 3-SC Primary; 6-PP	Collision Location (Rt. # / Name)	Main line; 6-Connection; 2-Alternate; 7-Business; 5-Spur	Miles	Dir. N E S W	In / Near City or Town of:
09-18-2015	1630	40		I 20 /				

To Vehicle Owner/ Operator: Failure to return this form to the Department of Motor Vehicles within 15 days from the date of the collision could result in the suspension of your driver license and registration privileges pursuant to South Carolina Code of Laws 56-9-351 and 56-10-530.

E-966754 — Driver/Pedestrian's Full Name: COURAM GLENDA RENEE

Unit #	Sex	Race	Street
01	F	B	104 MACAW LN

#Occ	Birth Date	City, State, & Zip	
1	11-03-1958	LEXINGTON	SC 290737673

State	Driver's License #		Insurance Company:
SC	003814007	D	LIBERTY MUTUAL

Year	Body	Vehicle Make	VIN #
2012	4S	HOND	JHMGE8H57CC010766

State	Year	License Plate #	Owner's D.L. #
SC	2017	LML574	003814007

Home Telephone	Owner's Full Name		
(803) 3580127	COURAM	GLENDA	RENEE

Bus. Telephone	Street	
( )	104 MACAW LN	

Contributed To Collision	City, State, & Zip		
Yes (No)	LEXINGTON	SC	290737673

E-966755 — Driver/Pedestrian's Full Name: BROWN BRANDON SENTELL

Unit #	Sex	Race	Street
02	M	B	942 BOULEVARD RD

#Occ	Birth Date	City, State, & Zip	
1	08-09-1986	SUMTER	SC 291537705

State	Driver's License #		Insurance Company:
SC	100435264	D	PROGRESSIVE

Year	Body	Vehicle Make	VIN #
2004	SU	CADI	1GYEE637840164468

State	Year	License Plate #	Owner's D.L. #
SC	2017	LFN288	

Home Telephone	Owner's Full Name		
(803) 2367851	BROWN	BRANDON	SENTELL

Bus. Telephone	Street	
( )	942 BOULEVARD RD	

Contributed To Collision	City, State, & Zip		
Yes (No)	SUMTER	SC	291537705

E-966756 — Driver/Pedestrian's Full Name: TIDWELL SHERWOOD FROST

Unit #	Sex	Race	Street
03	M	W	1776 MORNINGLO LN

#Occ	Birth Date	City, State, & Zip	
1	01-28-1957	COLUMBIA	SC 292233609

State	Driver's License #		Insurance Company:
SC	008118226	D	NATIONWIDE

Year	Body	Vehicle Make	VIN #
2014	VN	NISS	1N6BF0KL2EN107525

State	Year	License Plate #	Owner's D.L. #
SC	2015	AVV780	008118226

Home Telephone	Owner's Full Name		
(803) 479139	TIDWELL	SHERWOOD	FROST

Bus. Telephone	Street	
( )	1776 MORNINGLO LN	

Contributed To Collision	City, State, & Zip		
Yes (No)	COLUMBIA	SC	292233609

All Units Insurance Information
(to be completed by Investigating Officer)

Accident Insurance Information for Unit # 01

Company Name	Area Code/Phone Number
LIBERTY MUTUAL	( )

Agency Name	Policy Number
	AOS2582252624051

Accident Insurance Information for Unit # 02

Company Name	Area Code/Phone Number
PROGRESSIVE	( )

Agency Name	Policy Number
	905416935

Accident Insurance Information for Unit # 03

Company Name	Area Code/Phone Number
NATIONWIDE	( )

Agency Name	Policy Number
	6623745

Automobile Liability Insurance Information

Notice of Requirement Accepted → Signature | Y N Refused to Affix Signature? | Y N [illegible] registration in SC?

To Be Completed Below or Entered at WWW.SC-AUR.COM By Insurance Company representative. This form should not be mailed to DMV if insurance information has been submitted electronically.
Reference to Unit #: _____ I hereby affirm that to the best of my knowledge the vehicle described above was insured by the below stated insurance company on the date of the collision.

The information as contained herein is true and belief as a representative of the company of liability is imputed into the above listed herein. I rely upon my knowledge insurance company and no warranty ...ed insurance as I have

Insurance Company	Policy #:	Signature	Title

Beginning Date	Ending Date	Policy Holder:	NAIC# (Assigned by S.C. Dept. of Ins.)	Bus. Telephone
				( )

Notice: If liability insurance was not in effect for your vehicle involved in the collision, the Department of Motor Vehicles could suspend your driver license and registration privileges pursuant to South Carolina Code of Laws 56-9-351 and 56-10-530.

If any of the below are applicable, Disregard the above portion.

- ☐ Check here if a Form SR-23, Fleet policy of 3 or more vehicles is on file with the Department of Motor Vehicles covering the vehicle
- ☐ Check here if a certificate of self-insurance has been issued by the Department of Motor Vehicles covering the vehicle and indicate the certificate number: SI - _____
- ☐ Check here if liability insurance was not in effect to comply with South Carolina statutory requirements

Signature _____ Date _____

Form FR-10 Not Issued: Section 56-10-520

No FR-10 Issued to Operator/ Owner of Unit #: _____

Summons Issued to: _____

For operating or allowing the operation of an uninsured vehicle — Summons Number: _____ Signature _____

Investigating Officer's Name	Rank	Badge #	Code	Date	Reviewer's Name	Rank	Internal Agency Code

247

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Glenda R. Couram, Plaintiff, vs. Sherwood Tidwell, Defendant.	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-40-02350 **OFFER OF JUDGMENT**

RICHLAND COUNTY
FILED
2017 FEB 16 PM 4:21
JEANETTE W. MCBRIDE
C.C.P. & G.S.

TO: GLENDA R. COURAM, PRO SE PLAINTIFF

PLEASE TAKE NOTICE that the Defendant, by and through his undersigned attorney, without admitting liability and in an attempt to compromise and settle the Plaintiff's claim pursuant to Rule 68 of the South Carolina Rules of Civil Procedure, hereby offers the sum of TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, including all costs, in full compromise and settlement of the Plaintiff's claim against the Defendant and hereby offers to allow judgment to be taken against him for the sum of TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, including all costs. The Plaintiff has twenty (20) days from the date indicated below to accept this offer; if written notice of acceptance is not given by the Plaintiff within the twenty (20) days specified, the offer is withdrawn, cannot be given in evidence and, if the Plaintiff fails to obtain a more favorable judgment than TWENTY THOUSAND AND 00/100 ($20,000.00) DOLLARS, including all costs, the Plaintiff cannot recover costs herein and must pay the Defendant's costs of defense.

SCANNED 249

Exhibit C

Order of The Honorable Robert E. Hood
f. June 1, 2017

369 S.C. 443, 633 S.E.2d 482 (2006); Dawkins v. Fields, 354 S.C. 58, 580 S.E.2d 433 (2003). When determining if any triable issues of fact exist, the evidence and all inferences which can be reasonably drawn from the evidence must be viewed in the light most favorable to the non-moving party. Wilson v. Style Crest Products, Inc., 367 S.C. 653, 656, 627 S.E.2d 733, 735 (2006). Moreover, even if there is no dispute regarding the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. Id.

APPLICABLE LAW

In order to prevail on a claim for negligence, the Plaintiff must prove that the Defendant owed her a duty of reasonable care, that the duty was breached and that the breach was the proximate cause of the Plaintiff's injuries. "Negligence is not actionable unless it is a proximate cause of the injury." Hanselmann v. McCardle, 275 S.C. 46, 48 (1980). "Proximate cause requires proof of both causation in fact and legal cause." "Causation in fact is proved by establishing the injury would not have occurred "but for" the defendant's negligence. Legal cause is proved by establishing foreseeability." Madison v. Babcock Ctr., Inc., 371 S.C. 123, 147 (2006). "The question of proximate cause ordinarily is one of fact for the jury . . . ." Id.

ANALYSIS

The Defendant has admitted liability in regard to the accident in question in this case; however, the Defendant disputes both causation and damages. The Defendant argues that the Plaintiff was not injured in the accident and further argued that the

Exhibit D

Tidwell I Jury Verdict

Slip Op

Kovach v. Whitley,
C/A No. 2015-CP-08-02380
f. 10-24-2016

257

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Nancy Bloodgood 895 Island Park Drive Ste 202 Charleston, SC 29492
Lucy Clark Sanders 895 Island Park Dr. Ste. 202 Daniel Island, SC 29492
M. Dawes Cooke Jr. PO Drawer H Charleston, SC 29402-0197

Jeffrey Breit 600 22Nd Street, Suite 402 Virginia Beach, VA 23451
Elloree A. Ganes Hood Law Firm, LLC PO Box 1508 Charleston, SC 29402-1508
Benjamin Houston Joyce PO Box 1508 Charleston, SC 29402-1508
Kathleen Fowler Monoc 25 Calhoun Street Suite 250 Charleston, SC 29403
Laura Johnson Evans 25 Calhoun Street Ste. 250 Charleston, SC 29401
Mary Barnwell Ramsay 25 Calhoun Street, Ste. 250 Charleston, SC 29401

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Mary P. Brown - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Nancy Bloodgood, Esquire (Ms. Bloodgood), pursuant to Rule 11, SCRCP, and the South Carolina Frivolous Proceedings Act, section 15-36-10 of the South Carolina Code (2005) (the FCPSA). Arguments on the Motions were heard on September 16, 2016, where all parties were represented by counsel.

After considering the arguments of counsel, the exhibits submitted, and all filings including post-hearing submissions, the Court grants Defendants' Motions for Sanctions against Ms. Kovach and Ms. Bloodgood and awards Defendants their costs and reasonable attorneys' fees incurred in defending against the frivolous filings and monetary sanctions pursuant to the FCPSA and Rule 11. Respective counsel for Defendants are directed to submit affidavits of attorneys' fees and related defense costs to the Court for consideration of reasonableness within seven (7) days of receipt of this Order. The Court will set a hearing regarding attorneys' fees and related costs and the amount of the monetary sanctions, if any.

FINDINGS OF FACT

1. Ms. Kovach is the former Director of Communications and Community Relations for the Berkeley County School District (BCSD). She was fired from that position after she pled guilty to two crimes related to her leadership role in Berkeley County's 2012 School Bond Referendum (the Referendum). The Referendum called for a $198 million bond offering to pay for the building of five (5) new schools and renovations on nineteen (19) schools. In support of the Referendum, a campaign known as the "Vote Yes 4 Schools" was established.

2. During the campaign, Mr. Whitley, a private citizen, attorney, and taxpayer in Berkeley County, became concerned that Ms. Kovach and others at the BCSD were campaigning in favor of the Referendum using the BCSD's resources in violation of section 8-13-1346 of the South Carolina Code. Mr. Whitley investigated the matter by gaining access to relevant

261

7. At the hearing on August 28, 2015, Assistant Deputy Attorney General Creighton Waters set forth the factual predicate for the charges and the state's proof in detail. *See generally,* Transcript of Record of Guilty Plea and Sentencing, Aug. 28, 2015 at 8–28. After hearing the State's recitation of the facts, Ms. Kovach told the Court under oath that she "agre[ed] with the facts as stated by the attorney general." *Id.* at 28. As part of the guilty plea, Plaintiff also admitted to the facts underlying the charges against her that were dismissed as part of the negotiated plea deal. *Id.* at 3, 10 (stating plea to misconduct covers and incorporates *all* of the charged conduct in addition to the underlying ethics act count); *id.* at pp. 6–7 (Ms. Kovach admitting that the allegations in the indictment were truthful after the Court read them to her, including the statement that she engaged in "covering up her actions with dishonesty"); *id.* at 28 (Ms. Kovach agreeing under oath with the facts that the State set forth including those supporting the forgery and perjury charges); *id.* at 30, 33–35 (Ms. Kovach agreeing under questioning from the Court that she was guilty of the charges).

8. Based on Ms. Kovach's representations to the Court, the Honorable W. Jeffrey Young accepted the negotiated plea.

#4 SBS

9. Judge Young sentenced Ms. Kovach to five years' imprisonment, suspended upon the completion of two years' probation and payment of a $25,000 fine. The judge characterized Ms. Kovach's actions as follows:

> All right, I've considered the presentations given by the attorney general and Mr. Theos; and even in my limited exposure to this case was [sic] started a month ago, what I see here is lies, lies, and lies. Ms. Kovach from what I see ignored every warning sign that was available to her. Again, she lied to every opportunity reading one's emails somebody warned her that this was not the right thing to do. The email says all fixed. Well, it's not all fixed. Her actions included, again, lies, fabrication of document, and at every opportunity she chose deceit over the truth.

Id. at 55–56.

263

grievance appeal, which finalized her termination.

15. Beginning in October 2015, Ms. Bloodgood began drafting the Complaint in the present action. To accomplish this, Ms. Bloodgood met with Ms. Kovach on several occasions and reviewed the guilty plea transcript. Ms. Bloodgood had received a copy of the criminal hearing transcript on October 13, 2015, wherein her client admitted to all of the charged conduct. Further, Ms. Bloodgood had in her possession Mr. Waters' letter to the Board prior to filing the Complaint, as she submitted a FOIA request for the letter on September 24, 2015. Ms. Bloodgood received the documents sometime in early October, as her billing records indicate that she reviewed the Waters letter and edited the Complaint based on the letter on October 6 and 7, 2015. The Waters letter set forth specific proof for the several charges for which Ms. Kovach had been indicted.

16. Nevertheless, on October 15, 2015, Ms. Kovach, through her attorney, filed the instant civil action against the BCSD, Mr. Whitley, Scott Marino, Dr. Whitley, Terry Hardesty, and the Berkeley County Republican Party, LLC. The Complaint is thirty pages in length and continues with the central theme contained in Ms. Kovach's affidavit—that she was not in fact guilty of the crimes to which she pled guilty and others were to blame for her conduct.

17. The Complaint alleges the following causes of action: (1) breach of the covenant of good faith and fair dealing against the BCSD; (2) grossly negligent and/or intentional misrepresentation against the BCSD; (3) breach of fiduciary duty against the BCSD; (4) civil conspiracy against Mr. Whitley, Terry Hardesty, Scott Marino, Dr. Whitley, and the Berkeley County Republican Party, LLC; and (5) civil assault against Terry Hardesty.

18. As noted, the fourth cause of action contains allegations for civil conspiracy against Defendants and others, and is the subject of the Motions for Sanctions. The essence of

Kovach's affidavit and her allegations of misconduct by SLED and the Attorney General's Office, on November 9, 2015, the Attorney General filed with plea and sentencing judge, W. Jeffrey Young, a Petition for Rule to Show Cause "why Amy Kovach should not be held in contempt of court for her statements to this Court and her subsequent actions relating to her plea of guilty before this Court on August 28, 2015."

22. Meanwhile, on November 3, 2015, in this civil action, Mr. Whitley filed: (1) and Answer containing affirmative defenses, counterclaims, and a third-party complaint against Rodney Thompson (the former superintendent of the BCSD); (2) a motion to dismiss with an accompanying memorandum; and (3) a motion for sanctions against Ms. Bloodgood.

23. On November 16, 2015, Dr. Whitley filed: (1) a motion to dismiss pursuant to Rule 12(b)(6), SCRCP; and (2) a motion for sanctions against Ms. Bloodgood.

24. Judge Young signed the Rule to Show Cause on November 20, 2015, requiring Ms. Kovach to attend a hearing on February 8, 2016.

25. At the hearing on the Rule to Show Cause on February 8, 2016, the Attorney General alleged that Ms. Kovach committed perjury when she submitted her affidavit directly contradicting her previous sworn testimony, and committed constructive contempt "by making a mockery of the criminal justice system and false statements after her solemn plea of guilty before this Court." At the hearing, the Court addressed the Complaint in this action, which largely contains the same material contradictions as Ms. Kovach's affidavit.

26. Ultimately, Judge Young agreed not to hold Ms. Kovach in contempt based on her sworn reaffirmation that her admissions under oath at her guilty plea were in fact true and her express representation that she would immediately dismiss with prejudice the civil Complaint against all parties.

The Court rejects this argument for three reasons. First, Ms. Kovach's attempted dismissal of Dr. Whitley was procedurally improper and therefore is invalid. Second, even if Ms. Kovach had voluntarily dismissed Dr. Whitley, such dismissal is ineffective if legal prejudice is shown or important issues of public policy are present, and this matter involves both. *Burry & Son Homebuilders, Inc. v. Ford*, 310 S.C. 529, 531, 426 S.E.2d 313, 314 (1992). Finally, assuming arguendo that Dr. Whitley was no longer a party to this action, this Court retains jurisdiction to consider post-dismissal motions such as a motion for sanctions and/or motion for sanctions and attorneys' fees.[1]

Ms. Kovach filed this lawsuit on October 15, 2015. Dr. Whitley was not served until October 27, 2015. On November 9, 2015, Dr. Whitley filed and served both a Rule 12(b)(6) Motion to Dismiss the Complaint and a Notice and Motion for Rule 11 Sanctions. On November 23, 2015, Ms. Kovach filed a purported "Stipulation of Dismissal" as to Dr. Whitley, which counsel for Dr. Whitley received on December 1, 2015.[2] The transmittal letter, dated November 24, 2015, included no certificate of service. Although captioned a "Stipulation of Dismissal," the filing contained only the signature of Ms. Kovach's counsel, and not any of the other parties to the action.

#10 SBT

Rule 41(a)(1), SCRCP, provides the procedure for the Plaintiff to voluntarily dismiss an

[1] *See Cooter & Gell v. Hartmax Corp.*, 496 U.S. 384, 395 (1990) (recognizing that courts "may consider collateral issues after an action is no longer pending," including "motions for costs or attorney's fees."); *Sequa Corp v. Cooper*, 245 F.3d 1036, 1037 (8th Cir. 2001) ("As to the jurisdictional argument, a voluntary dismissal without prejudice under Rule 41(a)(1)(i) does not deprive a District Court of its authority to award costs."); *Kurkowski v. Volcker*, 819 F.2d 201, 203 (8th Cir. 1987) (holding that a district court had jurisdiction to impose Rule 11 sanctions on plaintiffs after voluntary dismissal without prejudice); *Nelson v. QHG of S.C., Inc.*, 354 S.C. 290, 302, 580 S.E.2d 171, 177 (Ct. App. 2003) (stating that federal version of rule 41 "is identical to Rule 41, SCRCP.").

[2] Prior to receiving service, Dr. Whitley filed her Answer that same morning with the Clerk of Court.

269

(1992). The facts of this matter involve both.

In *Newman v. Old West, Inc.*, 286 S.C. 394, 334 S.E.2d 275 (1985), the Supreme Court of South Carolina upheld a trial judge's decision to deny the plaintiff's request for voluntary dismissal where the defendants had "expended significant sums of money . . . ." *Id.* at 396, 334 S.E.2d at 276. The record reflects that Dr. Whitley's attorney had likewise expended significant effort in defending the claim against his client prior to its dismissal and in attempting to secure dismissal. Should Dr. Whitley be procedurally barred from pursuing her motion for sanctions, she would suffer the full impact of being forced to defend against a frivolous claim without recourse. It would not be equitable to permit a party to knowingly file a patently frivolous civil claim, thus forcing a defendant to the trouble and expense of formally defending, only to later permit plaintiff—after being confronted with the repercussions—to dismiss the frivolous claim without consequence. Therefore, the Court finds that Dr. Whitley should be able to proceed with her Motion for Sanctions against Ms. Kovach and Ms. Bloodgood.

The Court notes that at the September 16, 2016 hearing, Dr. Whitley requested to be dismissed from the lawsuit with prejudice, which was consented to at that time; therefore, she is hereby dismissed with prejudice, except as to her Motion for Sanctions disposed of herein.

II. Sanctions are Appropriate in this Matter.

Distilled to its essence, Defendants argue that Ms. Bloodgood and Ms. Kovach should not have filed the Complaint containing allegations of civil conspiracy against them based upon two items: (a) Ms. Kovach's criminal plea testimony; and (b) the August 31, 2015 letter from Assistant Attorney General Waters to the BCSD. Further, Mr. Whitley argues that a civil conspiracy claim is not colorable against him because he was a "private citizen" reporting what he believed to be criminal conduct. According to their arguments, these two items absolutely preclude a civil conspiracy claim against them. Ms. Bloodgood and Ms. Kovach argue that the

271

in her criminal conviction. *See Heck v. Humphrey*, 512 U.S. 477, 484-85 (1994) (discussing the "hoary legal principle that civil tort actions are not appropriate vehicles for challenging the validity of outstanding criminal judgments . . . ." and holding state prisoner cannot bring a civil claim for constitutional tort that necessarily implies the invalidity of his criminal conviction unless the conviction was previously invalidated); *see also Tozier v. City of Temple Terrace*, No. 8:10-cv-2750, 2011 WL 3961816 (M.D. Fla. 2011) (applying *Heck* as a basis for an award of sanctions against an attorney).

A. Legal Standard

Defendants have moved for sanctions pursuant to both Rule 11 of the South Carolina Rules of Civil Procedure and the FCPSA. The Court is also vested with inherent authority to award sanctions. *See Holmes v. Haynsworth Sinkler Boyd, P.A.*, 408 S.C. 620, 641, 760 S.E.2d 399, 410 (2014) (abrogated on other grounds).

Under Rule 11(a) a party and/or the party's attorney may be sanctioned for filing a frivolous pleading, motion, or other paper, or for making frivolous arguments. *Ex Parte Gregory*, 378 S.C. 430, 438, 663 S.E.2d 46, 51 (2008) (citing *Runyon v. Wright*, 322 S.C. 15, 471 S.E.2d 160 (1996)). Further, "[w]hile [R]ule 11 is evaluated by a subjective standard, the rule still may be violated with a filing that is so patently without merit that no reasonable attorney could have a good faith belief in its propriety." *Ex parte Bon Secours St. Francis Xavier Hosp., Inc.*, 393 S.C. 590, 597–98, 713 S.E.2d 624, 628 (2011). Our Supreme Court has affirmed sanctions against a lawyer for filing a frivolous suit without first conducting a reasonable investigation into the facts underlying the claim. *See Gregory*, 378 S.C. at 430, 663 S.E.2d at 46.

The FCPSA provides for liability for attorneys' fees and costs of frivolous suits. *See* S.C.

223

all of these elements in order to recover. *See Lyon v. Sinclair Refining Co.*, 189 S.C. 136, 200 S.E. 78 (1938).

The conspiracy claim filed by Ms. Kovach and Ms. Bloodgood against Defendants had no "good ground to support it." The sum total of the conspiracy allegations against Defendants are as follows:

a) Defendants and others "conspired with each other" to file a complaint with the Attorney General, and took actions to ensure a Resolution was passed by the Berkeley County Republican Party, LLC encouraging the Attorney General to prosecute Plaintiff. (Complaint, ¶ 159.)

b) Defendants and others "played an active and inappropriate role in SLED's investigation and upon information and belief provided false statements to SLED and the Attorney General." (Complaint, ¶ 160.)

c) Defendants and others "suggested stories and provided false information to the press . . . ." and "communicated directly with Defendant BCSD Board members to turn them against Plaintiff." (Complaint, ¶¶ 161-162.)

#16 865

d) State Senator Larry Grooms, who sat in the front row at Plaintiff's criminal case hearings and "acknowledged [Mr. Whitley's] actions towards [Ms. Kovach] when he stated publicly, 'Josh has got the goods on her.'" (Complaint, ¶ 163.)

e) Defendants exchanged emails regarding the lease of Dr. Whitley's private property while Dr. Whitley was at work. (Complaint ¶ 168.)

f) Dr. Whitley used her work computer to negotiate the lease of her private property. (Complaint, ¶ 167.)

g) Mr. Whitley "knew and encouraged his mother [Dr. Whitley] to use public

275

matter of law.

The Complaint also alleged that Defendants and others made false statements to SLED and the press, but they fail to identify any such statements. They complain that Mr. Whitley sought information through the FOIA, which is a right reserved to any person under section 30-4-30 of the South Carolina Code. They assert that Mr. Whitley violated Rule 3.6 of the Rules of Professional Conduct, Rule 407, SCACR, which is inapplicable to Defendant's speech as a concerned private citizen and taxpayer and does not prevent Mr. Whitley from exercising his First Amendment rights. To the contrary, Mr. Whitley's action in bringing Ms. Kovach's criminal activity to the attention of the authorities, resulting in her indictment and conviction, is not actionable as a matter of law.

First, a citizen's efforts to have a corrupt public employee prosecuted are not actionable in a civil case. This Court notes that "a public official is answerable to the public; members of the public are not third-party interlopers." *See Angus v. Burroughs & Chapin Co.*, 368 S.C. 167, 170, 628 S.E.2d 261, 262 (2006) (holding terminated County Administrator could not sue county council, newspaper or a private citizen for civil conspiracy to have her terminated). Defendants had every legal right as citizens to report Ms. Kovach's illegal acts to the authorities.

#18 SBT

Furthermore, Defendants' actions are protected by the doctrine of judicial privilege. Ms. Kovach alleges that Defendants' roles as witnesses in SLED's investigation are actionable civil conspiracy. To the contrary, such statements provided as part of the judicial process are absolutely privileged and cannot be the basis for a civil conspiracy claim. *See Crowell v. Herring*, 301 S.C. 424, 430, 392 S.E.2d 464, 467 (Ct. App. 1990) (holding that an "absolute privilege exists as to any utterance arising out of the judicial proceeding and having any reasonable relation to it, including preliminary steps leading to judicial action of any official

277

Ms. Bloodgood argued in her Affidavit that the type of conduct alleged in the civil conspiracy claim is similar to conduct alleged in other reported civil conspiracy cases. She cites the following cases in support of this theory: *Cricket Cove Ventures, LLC v. Gilland*, 390 S.C. 312, 326, 701 S.E.2d 39, 46 (Ct. App. 2010); *City of Hartsville v. S.C. Mun. Ins. & Risk Fin. Fund*, 382 S.C. 535, 677 S.E.2d 574 (2009); *Gynecology Clinic, Inc. v. Cloer*, 334 S.C. 555, 514 S.E.2d 592 (1999); *Coleman v. Stevens*, 124 S.C. 8, 117 S.E. 305 (1923). However, none of these cases are relevant to the facts at hand, because none involved a plaintiff who pled guilty, admitted to her crimes and subsequently sued a defendant for conspiring to have her prosecuted. There simply exists no legal basis to support the alleged civil conspiracy claim against Defendants. The guilty plea and admissions under oath at the sentencing foreclosed the possibility of such an action as a matter of law.

A. The Civil Conspiracy Claims Against Defendants Are Sanctionable.

The Court finally addresses the question of whether the filing of the civil conspiracy claims brought against Defendants warrant sanctions. The Court finds that they do as against both Ms. Kovach and Ms. Bloodgood.

#20 987

"[T]he standard for sanctions under Rule 11 is essentially the same as that of the FCPSA," and the Court finds that Ms. Kovach and Ms. Bloodgood are subject to sanctions under both. *See Father v. S.C. Dept. of Social Servs.*, 353 S.C. 254, 261, 578 S.E.2d 11, 15 (2003). There was no factual or legal basis to support the conspiracy claim, and the inference is unavoidable that improper motives on the part of Ms. Kovach and poor judgment on the part of Ms. Bloodgood drove the filing of the complaint against Defendants. Further, the attorney's filing of allegations that are directly contradicted by her client's previous sworn admissions and plea is troubling. While it appears to the Court that Ms. Bloodgood's actions in the filing of the Complaint may have been the result of a combination of factors, including pressure from her

379

through multiple versions of the Complaint. The Court does not discount Ms. Bloodgood's diligence or professionalism, as attested to by the character affidavits submitted by lawyer colleagues on her behalf. However, Rule 11's requirement for the attorney to make a reasonable investigation necessarily means that an attorney cannot contradict sworn testimony from his or her own client regarding the same facts and circumstances. Ms. Bloodgood had a copy of the guilty plea transcript and the letter of Deputy Assistant Attorney General Creighton Waters at the time she filed the Complaint. She cannot claim that she had to rely merely upon her client's representations.

Ms. Kovach is even more responsible for making the frivolous filing. Both Ms. Kovach's Affidavit and Complaint contain factual allegations that are irreconcilable with material aspects of her sworn testimony at her guilty plea and sentencing hearing and with conduct she has admitted under oath to committing. Ms. Kovach pled guilty to a detailed and clear factual predicate to her crimes as set forth by the Attorney General. Thereafter, she perjured herself in an Affidavit to the Board in which she attempted to deny her guilt. When that was unsuccessful, she urged Ms. Bloodgood to file, and succeeded in filing, a lawsuit with similar false accusations. The Attorney General then moved for contempt, wherein Ms. Kovach reaffirmed her guilt and blamed her attorney, Ms. Bloodgood, for the filing of the lawsuit. Now, through counsel, she is qualifying what she testified to under oath at her Rule to Show Cause hearing and, through counsel, does not blame Ms. Bloodgood for the filing of the frivolous lawsuit. Thus, in one venue (the criminal one), Ms. Kovach took a position as to Ms. Bloodgood's representation to evade a finding of contempt and then in this hearing took a contrary position. In short, Ms. Kovach should be held accountable for her duplicitous and frivolous filings.

However, despite Ms. Kovach's egregious behavior throughout these proceedings,

place her back in criminal jeopardy (as it in fact did via the Rule to Show Cause motion and order). Ms. Bloodgood's failure to properly counsel her client that a civil action would place her in jeopardy ultimately cost Defendants great expense and subjected them to needless harassment.

In sum, both attorney and client acted together to file a frivolous lawsuit and both shall be liable for sanctions, to be apportioned at a later date.

B. An Award Of Attorney Fees Is Appropriate

The Court finds that Defendants are entitled to be reimbursed their reasonable attorneys' fees and litigation costs incurred in defending this action and prosecuting his Motion for Sanctions. *See Ex parte Gregory*, 378 S.C. 430, 438, 663 S.E.2d 46, 48 (2008) (holding an order under Rule 11 sanctioning a party and/or attorney for filing a frivolous claim "may include an order to pay the reasonable costs and attorney fees incurred by the party or parties defending against the frivolous action"). In addition, the FCPSA specifically provides for liability for attorney fees, costs, and other sanctions. *See* S.C. Code Ann. § 15-36-10 (2005).

CONCLUSION

#24

For the reasons stated herein, the Court finds that an award of attorneys' fees and defense costs to the Defendant is reasonable and grants the Defendant's Motion for Sanctions against both Plaintiff and Bloodgood. The Court will consider the amount of attorneys' fees and costs due and any other sanctions provided for by the FCPSA and Rule 11 at a later hearing.

IT IS SO ORDERED.

Jean H. Toal
Presiding Judge, Ninth Judicial Circuit

October 21, 2016
Columbia, South Carolina.

383

2017 WL 2665155
Only the Westlaw citation is currently available.

NOTICE: THIS OPINION HAS NOT BEEN RELEASED FOR PUBLICATION IN THE PERMANENT LAW REPORTS. UNTIL RELEASED, IT IS SUBJECT TO REVISION OR WITHDRAWAL.

Supreme Court of South Carolina.

CITY OF COLUMBIA, Respondent,

v.

Marie-Therese ASSA'AD-FALTAS, Appellant.

Appellate Case No. 2015-000941

|

Opinion No. 27723

|

Submitted February 15, 2017

|

Filed June 21, 2017

Synopsis

Background: Defendant was convicted following a bench trial in the Municipal Court of simple assault. She appealed, claiming violation of her right to self-representation. The Circuit Court, Richland County, Alison Renee Lee, J., determined that trial court did not abuse its discretion in not allowing defendant to proceed pro se at trial. Defendant filed pro se appeal.

Holdings: The Supreme Court held that:

[1] defendant's passing complaint about appointed counsel during lengthy diatribe at scheduling hearing was not effective or unequivocal invocation of her constitutional right of self-representation, and

[2] even if defendant had unequivocally asserted her constitutional right to self-representation, trial court was justified in insisting that defendant proceed with the assistance of appointed counsel.

Affirmed.

West Headnotes (13)

[1] **Constitutional Law**
⇦ Waiver of counsel;self-representation

Criminal Law
⇦ In general;right to appear pro se

A defendant has a constitutional right to self-representation under the Sixth and Fourteenth Amendments. U.S. Const. Amends. 6, 14.

Cases that cite this headnote

[2] **Criminal Law**
⇦ In general;right to appear pro se

The constitutional right of self-representation is not absolute. U.S. Const. Amends. 6, 14.

Cases that cite this headnote

[3] **Criminal Law**
⇦ Delay or misuse of waiver or right of self-representation

The constitutional right of self-representation is not a license to abuse the dignity of the courtroom; neither is it a license not to comply with relevant rules of procedural and substantive law. U.S. Const. Amends. 6, 14.

Cases that cite this headnote

[4] **Criminal Law**
⇦ Delay or misuse of waiver or right of self-representation

The constitutional right of self-representation does not exist to be used as a tactic for delay, for disruption, for distortion of the system, or for manipulation of the trial process. U.S. Const. Amends. 6, 14.

Cases that cite this headnote

[5] **Criminal Law**
⇦ Delay or misuse of waiver or right of self-representation

285

persistently disregarded and circumvented court orders aimed at curbing her improper conduct, and it was apparent that defendant sought to proceed pro se only to bombard court with irrelevant and meritless arguments and factual assertions. U.S. Const. Amends. 6, 14.

Cases that cite this headnote

[13] **Criminal Law**
⇦ Proceedings After Judgment

For purposes of defendant's appeal from criminal conviction for simple assault, orders of Supreme Court prospectively placing restrictions on defendant's ability to represent herself in pro se capacity, right or wrong, were binding upon lower courts and, thus, lower courts did not commit reversible error in enforcing them. U.S. Const. Amend. 6.

Cases that cite this headnote

Appeal from Richland County Alison Renee Lee, Circuit Court Judge

Attorneys and Law Firms

Appellate Defender John H. Strom, of Columbia, for Appellant.

Bruce H. Greenberg, Jr., of Columbia, for Respondent.

Opinion

PER CURIAM:

*1 In this direct appeal, Appellant Marie-Therese Assa'ad-Faltas appeals her simple assault conviction and sentence, arguing her right to self-representation was violated and that she is entitled to a new trial in which she represents herself. For many years, Appellant has engaged in a pattern of frivolous filings and inappropriate conduct towards the courts, court officers, and court employees of this State. Appellant's abuse of the justice system has even reached the United States Supreme Court. *See Assa'ad-Faltas v. Richland Cnty. Sheriff's Dept.*, —— U.S. ——, 135 S.Ct. 1418, 191 L.Ed.2d 354 (2015) (noting Dr. Faltas has "repeatedly abused" the United States Supreme Co process).

Appellant's unrelenting inappropriate conduct in the South Carolina courts necessitated that certain restrictions be placed upon Appellant's pro se access to the courts to curb her abuse of the judicial process. In light of this and after carefully considering the facts of this case, for the reasons that follow, we affirm Appellant's conviction and sentence.

I.

Appellant was charged with simple assault following a September 11, 2009 confrontation with her then-landlord ("Landlord"), who had previously been a target of Appellant's unrelenting litigiousness and harassment.[1] Earlier that month, Landlord notified Appellant that a routine property inspection would take place under the terms of the lease; Appellant objected to the proposed date for the inspection and it was rescheduled; however, Appellant objected to the second proposed date as well and thereafter typed up a notice protesting Landlord's entry into her apartment on the rescheduled day and time.[2] Appellant mailed a copy of this objection to Landlord (and faxed a copy to Landlord's attorney), but Appellant nevertheless was concerned Landlord would deny receiving it; Appellant testified she therefore felt compelled also to personally hand-deliver a copy of her objections to Landlord.

On the day of the confrontation, Landlord had come to the apartments to perform some maintenance outside of one of the buildings; as Landlord was working, she spotted Appellant coming towards her with a piece of paper in her hand. Landlord previously was advised by her attorney not to accept any paperwork from Appellant and to insist that Appellant provide any and all paperwork to Landlord's attorney; accordingly, without even knowing what the papers were, Landlord began backing away and instructed Appellant to leave her alone and to take the documents to the attorney.

*2 Appellant admitted Landlord instructed her to "go away" and that she disregarded that request; however, Appellant contends she merely touched the papers to Landlord's hand and the papers thereafter fell to the ground. In contrast, both Landlord and an eyewitness

287

that she has harassed individual solicitors by following them around the courthouse, that she constantly calls the office of the undersigned to the point that I have had to post her phone numbers on office phones with instructions to my staff not to answer incoming calls from her numbers, that she appears in courtrooms and attempts to have ex parte conversations with sitting judges involved in other cases, and that the security forces at the Richland County Courthouse have advised the undersigned that [Appellant] is a constant nuisance to the orderly oversight of activity in a very busy courthouse. Even the Public Defender's office has had to deal with [Appellant] loitering at or near the entrance to that office.

It is fair to say that no other criminal defendant in Richland County has been treated with such consideration as [Appellant]. In response, [Appellant] has treated this Court and courthouse personnel with rudeness, incivility [,] and constant harassment.... The people's business must be conducted in an orderly and unencumbered manner. [Appellant] has created an obstruction to this process.

Subsequently, this Court received reports that Appellant thereafter attended circuit court proceedings in which she was not involved and disruptively held up placards in an attempt to convey her objections to the proceedings.

In an effort to restrict Appellant from engaging in such inappropriate conduct, this Court issued an order on December 23, 2009, prohibiting Appellant from filing anything with this Court unless it is signed and filed by an attorney.[4] Thereafter, in April 2011, the Court expanded that prohibition to preclude Appellant from filing anything in *any* court of this state in a pro se capacity based on Appellant's persistent disregard for and abuse of the judicial process. In response to Appellant's repeated attempts to circumvent this Court's orders, including a series of emails Appellant sent to judges and law clerks about pending litigation, on October 24, 2012, then-Chief Justice Toal issued an order expressly prohibiting Appellant from contacting "any judge, justice, law clerk, clerk of court or any other officer or employee of the Judicial System by telephone, e-mail or any other form of electronic communication."

Although this Court subsequently decided to modify its restrictions and prospectively permit Appellant to proceed pro se in criminal actions in which she is a defendant, the Court nevertheless cautioned in November 2013 and again in January 2014 that the right to defend pro se in a criminal trial is not absolute and may be forfeited "if [Appellant] is unable or unwilling to abide by the rules of procedure and courtroom protocol."[5]

*4 Quite frankly, this Court's efforts have not been successful. To the contrary, in the time since our initial December 23, 2009 order attempting to curtail Appellant's inappropriate conduct, the number and frequency of Appellant's meritless filings and inappropriate behaviors has increased rather than decreased. Since December 23, 2009, Appellant has filed (or attempted to file) pro se with this Court thirty-one appeals and petitions for extraordinary writs,[6] 103 motions and supplemental motions, and sixty-one other items of correspondence, in addition to countless phone calls and emails to court staff (notwithstanding this Court's order expressly forbidding such contact). Moreover, since January 2014, Appellant has visited this Courthouse more than thirty times despite the fact that no hearing or oral argument was scheduled in any matter involving her. In short, Appellant's conduct and the overwhelming number of documents and exhibits she submits constitute a gross abuse of the justice system. Although this Court has found it necessary to take steps to curb Appellant's aggressive pro se litigiousness as part of our " 'responsibility [ ] to see that resources are allocated in a way that promotes the interests of justice,' " *Assaad-Faltas v. University of S.C.*, 971 F.Supp. 985, 991 (D.S.C. 1997) (quoting *In re McDonald*, 489 U.S. 180, 184, 109 S.Ct. 993, 103 L.Ed.2d 158 (1989)), Appellant persists unabated in her " 'frivolous demands on the Court's limited resources.' " *Martin v. District of Columbia Court of Appeals*, 506 U.S. 1, 2, 113 S.Ct. 397, 121 L.Ed.2d 305 (1992) (quoting *Zatko v. California*, 502 U.S. 16, 18, 112 S.Ct. 355, 116 L.Ed.2d 293 (1991)). With this history of Appellant's prolific inappropriate conduct in mind, we turn now to the procedural history of this specific case.

III.

In addition to the underlying assault charge, Appellant faced several other municipal court charges. It appears that in early 2013, Appellant was represented by attorney Theodore Lupton in five municipal court matters; however, due to Appellant's abusive and harassing behavior, Mr. Lupton moved to be relieved as counsel

> Lawyer. I do not want him, I do not trust him.

Despite this statement of displeasure to the municipal court (in the midst of a litany of other grievances), neither Appellant nor her counsel renewed the previous motion to relieve counsel, requested that the municipal court conduct a *Faretta* inquiry, or requested a ruling on the issue of Appellant's right to self-representation. *See* Rule 602(e)(2), SCACR (specifying that a motion to relieve counsel must be directed to the trial judge). Accordingly, the municipal court made no ruling on this issue, and Appellant's assault charge was set for trial on Thursday, April 25, 2013.[10]

*6 The day before trial, the municipal court heard pretrial motions during which neither Appellant nor counsel renewed, raised, or requested that the municipal court rule on the issue of Appellant's right to self-representation. Following a bench trial[11] the next day, Appellant was convicted of simple assault and sentenced to twenty days in jail.

Although Appellant was represented by Mr. Lupton throughout trial, she was nevertheless permitted to address the court directly regarding more than twenty procedural matters and points of law, as well as to submit thirty-one evidentiary exhibits (distinct from the one exhibit submitted by counsel) and an "*Anders*" brief of issues Appellant insisted on raising despite counsel's refusal to do so based on his ethics and professional judgment. Further, at the conclusion of Appellant's testimony on direct examination, the municipal court granted Appellant free-reign to present "narrative" testimony to raise any additional facts or points of law she wished the court to consider.[12] Essentially, Appellant was permitted hybrid representation.[13]

*7 Despite the municipal court's generous accommodations, Appellant repeatedly disrupted, delayed, and prolonged the proceedings. Specifically, Appellant engaged in three emotional outbursts during the proceedings,[14] continually interjected without first being recognized to speak, and interrupted the municipal court, defense counsel, and opposing counsel more than a dozen times. Despite being reminded to stay on relevant topics twenty-two times by the municipal court and an additional seventeen times by her counsel (in addition to five relevance objections to various portions of her testimony by opposing counsel), Appellant persisted in raising frivolous legal arguments and impertinent factual assertions, including her claim that "known agents" of "false accusers" infiltrated the jury venire in an unrelated proceeding and a lengthy and detailed exposition about how Appellant's various current and former health problems justified her request to remain seated during the proceedings *after* the municipal court had already granted the request.

Despite counsel's zealous representation and Appellant's active participation throughout the proceedings, Appellant first unequivocally asserted her right to self-representation to the municipal court during the sentencing proceeding following her conviction. Specifically, Appellant contended she was the victim in the situation—not the aggressor—that Landlord lied on the stand, and that Mr. Lupton was "ineffective" because he did not advance Appellant's interests by raising the legal arguments she wished to be raised. Appellant claimed Mr. Lupton had conspired with prosecutors and judges to ensure that Appellant was wrongly convicted and that Mr. Lupton's refusal to raise her requested legal arguments stemmed from his dislike of Appellant and his inability to comprehend her clever and prescient legal theories. The municipal court did not rule on the issue of self-representation.

Thereafter, in December 2013, Appellant appeared before the circuit court in the appeal from her assault conviction. At the outset of that hearing, the circuit court granted Appellant's motion to relieve counsel and permitted Appellant to appear pro se. During the hearing, Appellant argued that her constitutional right to self-representation was violated by having "derelict" counsel "forced" on her during and after her municipal court trial. Appellant argued this was structural error and warranted reversal of her conviction.[15]

In response, the City argued that neither Appellant nor her counsel moved to relieve counsel before the municipal court prior to trial; because this issue was not timely raised, the municipal court had no opportunity to rule on it, and therefore, Appellant's argument was not preserved for appellate review. On reply, Appellant argued the issue of self-representation *was* raised but those discussions took place in a portion of the proceedings that was not included in the official transcript.[16] In a written order, the

In this case, the only motion to relieve counsel was raised to (and denied by) the circuit court, yet the circuit court's denial of this motion is not a basis for Appellant's claim of error in this appeal. Rather, Appellant's claim of error is that the municipal court failed to conduct a subsequent *Faretta* inquiry to explore whether her desire to proceed pro se and waive the right to counsel was knowing, intelligent, and voluntary.

*9 The problem with this argument is that Appellant's right to self-representation was not unequivocally raised or asserted to the municipal court for its consideration before or even during her trial. As previously noted, Appellant raised a passing complaint about Mr. Lupton during a lengthy diatribe at a scheduling hearing six weeks prior to trial; however, the issue was not mentioned again during subsequent pretrial hearings or during trial itself. Indeed, at no point did the municipal court judge recognize this as an issue that required a distinct ruling from him. Nor did Appellant request that the municipal court rule on this specific issue, despite her ample opportunities prior to and during her trial to personally raise any point of law or fact she wanted the municipal court to consider.

[11] In light of the record and the "constitutional primacy" of the right to counsel over the right to self-representation, *Frazier-El*, 204 F.3d at 559, along with the "presumption against waiver of the constitutional right to counsel," *Von Moltke v. Gillies*, 332 U.S. 708, 723, 68 S.Ct. 316, 92 L.Ed. 309 (1948), we cannot say the municipal court erred in failing to construe Appellant's "musings" as a waiver of the right to counsel. Our finding is particularly justified since "[t]he requirement that a request for self-representation be clear and unequivocal also prevents a defendant from taking advantage of and manipulating the mutual exclusivity of the rights to counsel and self-representation." *Frazier-El*, 204 F.3d at 559; *see also United States v. Ductan*, 800 F.3d 642, 649 (4th Cir. 2015) ("Consistent with our view that representation by counsel is the 'default position,' we have instead instructed lower courts to 'indulge in every reasonable presumption' against the relinquishment of the right to counsel." (citation omitted)).

[12] Additionally, even had the issue been unequivocally and timely raised to the municipal court, we find the municipal court would have been justified in insisting that Appellant proceed with the assistance of counsel. Indeed, Appellant's long history of abusing the judicial process, coupled with her conduct in this case in abusing and harassing courts and court officers; disrupting, delaying, and prolonging proceedings; and persistently disregarding and circumventing the orders of this Court aimed at curbing her improper conduct all underscore the Court's interest in preventing Appellant's further manipulation of the system and "in ensuring the integrity and efficiency of the trial." *Frazier-El*, 204 F.3d at 558; *see State v. Hester*, 324 S.W.3d 1, 33 (Tenn. 2010) ("Disingenuous invocations of the right of self-representation that are designed to manipulate the judicial process constitute an improper tactic by a defendant and are not entitled to succeed.") (citing *United States v. Welty*, 674 F.2d 185, 187 (3d Cir.1982)); *id.* ("A court may deny a manipulative request for self-representation, distinguishing between a genuine desire to invoke a right of self-representation and a manipulative effort to frustrate the judicial process." (citations omitted)); *Tanksley v. State*, 113 Nev. 997, 946 P.2d 148, 150 (1997) (observing "[a] defendant's right to self-representation does not allow him to engage in uncontrollable and disruptive behavior in the courtroom," and finding "the defendant's pretrial activity is relevant if it affords a strong indication that the defendant [ ] will disrupt the proceedings in the courtroom" (internal quotation marks and citations omitted)).

Indeed, the record as a whole indicates the underlying reason Appellant was dissatisfied with counsel was her frustration that counsel refused to give her control in how her proceedings were handled, refused to file frivolous subpoenas and motions, and refused to proffer irrelevant materials as evidentiary exhibits. It is apparent that Appellant sought to proceed pro se only to bombard the courts with irrelevant and meritless arguments and factual assertions (many of which she was able to raise to the municipal court herself). This is essentially the same rationale upon which the defendant in *Frazier-El* sought to dismiss his counsel and proceed pro se; however, instead of finding error, the Fourth Circuit Court of Appeals affirmed the district court's insistence that the defendant proceed with appointed counsel as the defendant's asserted right to self-representation was merely a manipulative tactic. 204 F.3d at 560; *see also United States v. Edelmann*, 458 F.3d 791, 809 (8th Cir. 2006) (affirming denial of request for self-representation which was partly based on the defendant's frustration that counsel refused to file frivolous pleadings); *Jones v. State*,

293

3 42 U.S.C. §§ 18001–18122 (2010).

4 Four days after this Court's December 23, 2009 order, Appellant pursued and, without identifying herself, approached a member of this Court at a church service for the purpose of "serving" a packet of papers detailing her exceptions to this Court's order restricting her frivolous filings and requesting that the Court reconsider her objections.

5 In our January 30, 2014 order, we also clarified "Neither this order nor the order of November 7, 2013, shall have any impact on actions previously taken under this Court's order of June 28, 2013, or the earlier orders of this Court or its Chief Justice referenced in that order." Appellant's trial in this case was held April 24–25, 2013, and therefore, is unaffected by this Court's subsequent decision to permit Appellant to represent herself pro se in criminal trials.

6 In comparison, during the twelve-year period from January 15, 1997 to December 15, 2009, Appellant commenced only seventeen actions.

7 Although it is not clear from the record why the motion to relieve counsel was pending before the circuit court as to Appellant's municipal criminal charges, the circuit court order denying Mr. Lupton's motion to be relieved as counsel specifically references the warrant number from which Appellant's underlying municipal court assault charge arose.

8 In addressing the court directly, Appellant explained that she was dissatisfied with Mr. Lupton because she believed Mr. Lupton mischaracterized her contact as abusive and harassing and because counsel left "a lot of loose ends" in preparing her defense that she would not have tolerated had she been representing herself, such as counsel's inability to obtain nonexistent police "dash cam" videos of the incident in question.

9 We likewise commend Mr. Lupton.

10 Three days before trial, Appellant sent an email directly to the municipal court (and to two law clerks employed by this Court), complaining about Mr. Lupton's representation "being forced on her" and forwarding a chain of emails she and Mr. Lupton had previously exchanged. In the forwarded email exchange, Appellant demanded that Mr. Lupton move for a continuance due to her severe knee pain and situational depression; however, Mr. Lupton refused to request a continuance on Appellant's behalf, explaining he believed Appellant was merely attempting to delay trial and stating "I am not asking to continue this case when I believe, based on the evidence I have seen, that you are simply trying to manipulate the system to stall for more time because you are afraid of trial."

11 Appellant requested a bench trial so she would have more leeway in discussing the circumstances of other proceedings, evidence of which would have been excluded as irrelevant during a jury trial.

12 Appellant spent most of this time discussing circumstances surrounding her unrelated harassment charges in circuit court, including details of how she successfully defended herself pro se against these charges despite not having received "full discovery." Although the municipal court gently reminded Appellant to please stay on the topic of the assault charges, Appellant balked at the suggestion that her testimony might be irrelevant and continued to discuss immaterial matters. Appellant also submitted into evidence transcript excerpts from unrelated court proceedings and described in detail how her involvement in numerous litigation endeavors has disrupted her life.

13 *Miller v. State*, 388 S.C. 347, 347, 697 S.E.2d 527 (2010) ("Since there is no right to 'hybrid representation' that is partially *pro se* and partially by counsel, substantive documents, with the exception of motions to relieve counsel, filed *pro se* by a person represented by counsel are not to be accepted unless submitted by counsel.") (citing *State v. Stuckey*, 333 S.C. 56, 508 S.E.2d 564 (1998); *Foster v.State*, 298 S.C. 306, 379 S.E.2d 907 (1989)); *State v. Devore*, 416 S.C. 115, 120–21, 784 S.E.2d 690, 693 (Ct. App. 2016) (observing there is no right to hybrid representation under either the United States or South Carolina constitution and explaining substantive documents submitted pro se by litigants who are represented by counsel should not be accepted by the clerk of court for filing); *see also Jones v. State*, 348 S.C. 13, 14, 558 S.E.2d 517, 517–18 (2002) (holding "counsel cannot serve as a mere conduit for *pro se* documents in an effort to avoid the prohibition against hybrid representation and the displeasure of his client"); *id.* ("Tails should not wag dogs. Merely because an appellant believes that the irrelevant is relevant is no reason to turn the system on its head and solemnly contemplate the wisdom of a person who does not have the sense to be guided by experts in an area where he himself possesses no expertise." (citation omitted)).

14 Two outbursts occurred during the Victim's testimony, and a third occurred during sentencing.

15 Appellant further argued that based on principles of federalism and sovereignty, the City of Columbia does not possess the authority to have a court in the first instance, and thus, her conviction is void and must be vacated.

16 Months after the transcript was delivered and the designation of matter to be included in the record on appeal was filed by counsel, Appellant, in a pro se capacity, submitted to this Court altered versions of official transcripts as exhibits to motions she attempted to file in this case. Appellant contends these versions of the transcript she submitted contain the discussions that were omitted from the official transcript.

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Glenda Couram,

Plaintiff,

v.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood's Plumbing Services, LLC, Sherwood Tidwell, Owner/Operator/ Agent, and Beatrice Tyree Tidwell,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No.: 2017-CP-40-04048

CERTIFICATE OF SERVICE

I, the undersigned employee of Richardson Plowden & Robinson, counsel for the Defendant Eugene Matthews, do hereby certify that I have served a copy of the *SUPPLEMENT TO MOTION FOR JUDGMENT ON THE PLEADINGS OF DEFENDANT EUGENE MATTHEWS AND FOR SANCTIONS* by causing a copy of the same to be personally deposited in the United States Postal Service mail, postage prepaid, with the return address clearly visible, addressed to the *pro se* Plaintiff and parties of record as indicated below on this 21st day of July, 2017:

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073

Nationwide Mutual Insurance Company
ATTN: Legal Department
1000 Yard Street
Grandview Heights, OH 43212

Titan Idemnity Insurance
ATTN: Legal Department
1 West Nationwide Boulevard
Columbus, OH 42215

Sherwood Tidwell
Sherwood Plumbing Services
1776 Morninglo Lane
Columbia, SC 29223

JENNIFER L. MILES
Paralegal

July 21, 2017
Columbia, South Carolina.

297

and being designated as Case No. 2016-CP-40-02350 and, therefore, the within action should be dismissed pursuant to the provisions of SCRCP Rule 12(b)(8).

FOR A THIRD DEFENSE
(*Res Judicata*/Collateral Estoppel)

4. The Plaintiff's claims are barred by the doctrines of collateral estoppel, *res judicata*, waiver, or estoppel.

FOR A FOURTH DEFENSE
(Sole Negligence/Cause)

5. The Plaintiff is the sole cause of any damage she has suffered.

FOR A FIFTH DEFENSE
(Failure to Mitigate Damages)

6. The Plaintiff has failed to take prompt and reasonable action under the circumstances to avoid the occurrence of additional damages and such failure to mitigate damages constitutes a complete defense as to that portion of damages which could have been otherwise avoided by reasonable and prompt action on the part of the Plaintiff.

FOR A SIXTH DEFENSE
(Lack of Proper Service)

7. That the court lacks jurisdiction over the person of the Defendants because the Plaintiff has not obtained proper service in the manner required by law and, therefore, the Plaintiff's Complaint should be dismissed pursuant to the provisions of SCRCP Rule 12(b)(2).

FOR A SEVENTH DEFENSE
(Incorporation of Affirmative Defenses)

8. The undersigned denies each and every allegation of the Complaint, asserts those affirmative defenses set forth in Rule 8 of the South Carolina Rules of

exemplary or punitive damages can be awarded.

FOR A TWELFTH DEFENSE
(Improper Party)

13. Sherwood Plumbing Service, LLC is improperly named as a party to this action.

FOR A THIRTEENTH DEFENSE
(Failure to Allege Facts)

14. The Plaintiff has failed to allege any facts or claim against Defendant Beatrice Tyree Tidwell.

WHEREFORE, having fully answered the Complaint of the Plaintiff, the Defendants pray as follows:

1. That the Complaint against Defendants be dismissed with prejudice;
2. For costs, attorney's fees and expenses of the action; and
3. For such other relief as the Court deems just and proper.

CLAWSON and STAUBES, LLC

Jescelyn T. Spitz
Bar No.: 101880
1612 Marion Street, Suite 200
Columbia, South Carolina 29201-2939
Phone: (800) 774-8242
Fax: (843) 722-2867
Email: jspitz@clawsonandstaubes.com
Attorney for Sherwood Tidwell, Beatrice Tyree Tidwell and Sherwood Plumbing, LLC

Columbia, South Carolina
August 2, 2017

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood Plumbing Service, LLC, Sherwood Tidwell. Owner/Operator/Agent, and Beatrice Tyree Tidwell,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO.: 2017-CP-40-04048

NOTICE OF MOTION AND MOTION TO DISMISS

RICHLAND COUNTY FILED
2017 AUG -7 PM 4:12
JEANNETTE W. RICHARDSON
CLERK OF COURT

The Defendants, Sherwood Plumbing Service, LLC, Sherwood Tidwell and Beatrice Tyree Tidwell, through the undersigned attorneys, will move before the Presiding Judge of the Court of Common Pleas at the Richland County Courthouse, for an Order dismissing the above captioned case with prejudice. This Motion will be based on the pleadings in this case, on SCRCP 12(b)(6) and on such law as is appropriate. Further, the Defendants respectfully request that the Court sanction Plaintiff under the South Carolina Frivolous Civil Proceedings Sanctions Act and/or SCRCP 11.

Signature on following page

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Notice of Motion and Motion to Dismiss was served upon the following parties on the 4th day of August, 2017, via:

X	United States Postal Service
	Facsimile
	Electronic Email
	Via Hand Delivery

Ms. Glenda R. Couram
104 Macaw Ln
Lexington, SC 29073-7673
Email Address: grcouram@hotmail.com

RICHLAND COUNTY
FILED
2017 AUG -7 PM 4:13
JEANNETTE W. McBRIDE
C.C.P. & G.S.

J. R. Murphy, Esq.
Murphy & Grantland, P.A.
PO Box 6648
Columbia, SC 29260-6648
Email Address: jmurphy@murphygrantland.com
Attorney For: Nationwide Mutual Insurance Company

Mallory Turnage

Mallory Turnage

CLAWSON and STAUBES, LLC

Jescelyn T. Spitz
Bar No.: 101880
1612 Marion Street, Suite 200
Columbia, South Carolina 29201-2939
Phone: (800) 774-8242
Fax: (843) 722-2867
Email: jspitz@clawsonandstaubes.com
Attorney for Sherwood Plumbing Service, LLC, Sherwood Tidwell and Beatrice Tyree Tidwell

Columbia, South Carolina
August 3, 2017

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Glenda R. Couram, Plaintiff, vs. Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood Plumbing Service, LLC and Sherwood Tidwell, Defendants.	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CASE NO.: 2017-CP-40-04048 **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**

Pro Se Plaintiff: Glenda R. Couram Bar No. Address: 104 Macaw Lane Lexington, SC 29073-7673 Phone: (803) 358-0127 E-mail: grcourman@hotmail.com	Defendant's Attorney: Jescelyn T. Spitz Bar No. 101880 Address: CLAWSON and STAUBES, LLC 1612 Marion Street, Suite 200 Columbia, South Carolina 29201-2939 Phone: (800) 774-8242 Fax: (843) 722-2867 E-mail: jspitz@clawsonandstaubes.com

☒ **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 for Judgment on the Pleadings
Estimated Time Needed: 15 minutes 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.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant — August 3, 2017 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, SCRCP)
- ☐ 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: 8/17/17
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH JUDICIAL CIRCUIT
CA NO: 2016-CP-40-

Glenda R. Couram)
Plaintiff)
)
Sherwood Tidwell, Insured)
Titan Indemnity Company)
Subsidiary of Nationwide Mutual Insurance)
Company)
Defendants)

JURY TRIAL DEMANDED

2016 APR 12 AM 11:20

SUMMONS

TO THE DEFENDANTS ABOVE NAMED

YOUR ARE HEREBY SUMMONED and required to answer the complaint herein, copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgement by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted by,

Glenda R. Couram
104 Macaw Lane
Lexington, SC 29073
803 358-0127
grcouram@hotmail.com
Pro se Plaintiff

Dated this 28th day of March 2016
Columbia, South Carolina

e. In operating a vehicle in a manner too fast for conditions;
f. In operating a vehicle in a manner to avoid a collision;
g. In failing to maintain proper control and distance over the vehicle;
j. In failing to properly brake the vehicle to avoid the collision;
k. In failing to take any evasive action by means to keep from causing the collision;
l. In failing to obey the statutory and common laws of the State of South Carolina;
m. In failing to use the degree of caution and care that a reasonable driver would have used under the same or similar circumstances;
n. In operating his motor vehicle in whole or in part in a careless, reckless, willful, and wanton disregard for others; and
o. In otherwise being negligent or reckless as discovery may reveal. All of which were the direct and proximate cause of the injuries and damages suffered by Plaintiff.

14. Plaintiff is entitled to a judgment against the Defendant to compensate her for the damages and injuries sustained.

15. Plaintiff is entitled to an award of punitive damages to the extent Defendant's conduct was in violation of statutory laws or reckless, willful, or wanton.

16. Plaintiff demands a jury trial.

WHEREFORE, Plaintiff prays this Honorable Court for judgment against Defendant for: (a) actual and consequential damages; (b) punitive damages; (c) pre-judgment interest; (d) costs and attorney's fees in instituting this action, if applicable; and (e) for such other and further legal and equitable relief as this Honorable Court may deem just and proper.

Respectfully submitted,

By: _____

Glenda Couram
104 Macaw Lane
Lexington, SC 29073
Columbia, South Carolina 29201
Email: grcouram@hotmail.com
Phone: (803) 358-0127
Pro se Plaintiff

Dated this 25th, day of March 2016
Columbia, South Carolina

312

SECTION 38-77-250. Release of coverage information upon written request of claimant's attorney; confidentiality.

(A) Every insurer providing automobile insurance coverage in this State and which is or may be liable to pay all or a part of any claim shall provide, within thirty days of receiving a written request from the claimant's attorney, a statement, under oath, of a corporate officer or the insurer's claims manager stating with regard to each known policy of nonfleet private passenger insurance issued by it, the name of the insurer, the name of each insured, and the limits of coverage. The insurer may provide a copy of the declaration page of each such policy in lieu of providing such information. The request shall set forth under oath the specific nature of the claim asserted and shall be mailed to the insurer *by certified mail* or statutory overnight delivery. The request also must state that the attorney is authorized to make such a request and must be accompanied by a copy of the incident report from which the claim is derived.

(B) If the request provided in subsection (A) contains information insufficient to allow compliance, the insurer upon whom the request was made may so state in writing, stating specifically what additional information is needed and such compliance shall constitute compliance with this section.

(C) The information provided to a claimant or his attorney as required by subsection (A) of this section shall not create a waiver of any defenses to coverage available to the insurer and shall not be admissible in evidence.

(D) The information provided to a claimant or his attorney as required by subsection (A) shall be amended upon the discovery of facts inconsistent with or in addition to the information provided.

(E) The provisions of this section do not require disclosure of limits for fleet policy limits, umbrella coverages, or excess coverages.

(F) The information received pursuant to this section is confidential and must not be disclosed to any outside party. Upon final disposition of the case, the claimant's attorney must destroy all information received pursuant to this section. The court must impose sanctions for a violation of this subsection.

HISTORY: 2011 Act No. 52, Section 4, effective January 1, 2012.

Case Claim #0326373662

Mail FR-10 to: SC Department of Motor Vehicles
Office of Financial Responsibility (803) 896-5699
PO Box 1498, Blythewood, SC 29016-0036

SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLES FR-10 (REV. 11/2011)
NOTICE OF REQUIREMENT

Submit Electronically: Agents or Company Representatives can submit your insurance information at WWW.SC-AUR.COM

Date	Time	County	Interstate 4-Secondary 5-US Primary 6-SC Primary	Collision Location (Rt. # / Name)	Manner of Collision 1-Angle 2-Head-on 3-Rear-end 4-Sideswipe 5-Parked 6-Rear to Side 7-Other	Miles	Dir. N E S W	To/Near City or Town of:
09-18-2015	1630	40		I 20				

To Vehicle Owner/ Operator: Failure to return this form to the Department of Motor Vehicles within 15 days from the date of the collision could result in the suspension of your driver license and registration privileges pursuant to South Carolina Code of Laws 56-9-351 and 56-10-530.

E-966754 — Driver/Pedestrian's Full Name: COURAM GLENDA RENEE

Unit # 01 | Sex F | Race B | Street: 104 MACAW LN
Occ # 1 | Birth Date 11-03-1958 | City, State, & Zip: LEXINGTON SC 290737673
State SC | Driver's License # 003814007 D | Insurance Company: LIBERTY MUTUAL
Year 2012 | Body HS | Vehicle Make HOND | VIN # JHMGE8H57CC010766
State SC | Year 2017 | License Plate # LML674 | Owner's D.L. # 003814007
Home Telephone: 803 3690127 | Owner's Full Name: COURAM GLENDA RENEE
Bus. Telephone: ( ) | Street: 104 MACAW LN
Contributed To Collision: Yes No | City, State, & Zip: LEXINGTON SC 290737673

E-966755 — Driver/Pedestrian's Full Name: BROWN BRANDON SENTELL

Unit # 02 | Sex M | Race B | Street: 942 BOULEVARD RD
Occ # 1 | Birth Date 08-09-1986 | City, State, & Zip: SUMTER SC 291537705
State SC | Driver's License # 100435254 D | Insurance Company: PROGRESSIVE
Year 2004 | Body SU | Vehicle Make CADI | VIN # 1GYEE637840164468
State SC | Year 2017 | License Plate # LFN286 | Owner's D.L. #
Home Telephone: 803 2367851 | Owner's Full Name: BROWN BRANDON SENTELL
Bus. Telephone: ( ) | Street: 942 BOULEVARD RD
Contributed To Collision: Yes No | City, State, & Zip: SUMTER SC 291537705

E-966756 — Driver/Pedestrian's Full Name: TIDWELL SHERWOOD FROST

Unit # 03 | Sex M | Race W | Street: 1776 MORNINGLO LN
Occ # 1 | Birth Date 01-25-1957 | City, State, & Zip: COLUMBIA SC 292233609
State SC | Driver's License # 008118226 D | Insurance Company: NATIONWIDE
Year 2014 | Body VN | Vehicle Make NISS | VIN # 1N6BF0KL2EN107525
State SC | Year 2015 | License Plate # AVV780 | Owner's D.L. # 008118226
Home Telephone: (803) 479139 | Owner's Full Name: TIDWELL SHERWOOD FROST
Bus. Telephone: ( ) | Street: 1776 MORNINGLO LN
Contributed To Collision: No | City, State, & Zip: COLUMBIA SC 292233609

All Units Insurance Information
(to be completed by Investigating Officer)

Accident Insurance Information for Unit # 01
Company Name: LIBERTY MUTUAL | Area Code/Phone Number: ( )
Agency Name: | Policy Number: AOS2532252624051

Accident Insurance Information for Unit # 02
Company Name: PROGRESSIVE | Area Code/Phone Number: ( )
Agency Name: | Policy Number: 905416935

Accident Insurance Information for Unit # 03
Company Name: NATIONWIDE | Area Code/Phone Number: ( )
Agency Name: | Policy Number: 6623745

Automobile Liability Insurance Information

Notice of Requirement Accepted → Signature: | Y N Reference to Attached Insurance?

To Be Completed Before or Entered at WWW.SC-AUR.COM By Insurance Company representative. This form should not be mailed to DMV if insurance information has been submitted electronically.

Reference to Unit # ..... I hereby affirm that to the best of my knowledge the vehicle described above was insured by the below stated insurance company on the date of the collision.

The information contained herein is true and belief as a representative of the company of liability is reported in the above listed herein.

I, upon my knowledge and belief, the insurance company and its representative are not aware of any insurance as I have registration in SC?

Insurance Company	Policy #	Signature	Title
Effective Date	Expiration Date	Policy Holder	NAIC # (Assigned by SC Dept. of Ins.)	Bus. Telephone

Notice: If liability insurance was not in effect for your vehicle involved in the collision, the Department of Motor Vehicles could suspend your driver license and registration privileges pursuant to South Carolina Code of Laws 56-9-351 and 56-10-530.

If any of the below are applicable, Disregard the above portion.

Form FR-10 Not Issued: Section 56-10-520

- ☐ Check here if a Form SR-22, fleet policy or 25 or more vehicles is on file with the Department of Motor Vehicles covering the vehicle
- ☐ Check here if a certificate of self-insurance has been issued by the Department of Motor Vehicles covering the vehicle and indicate the certificate number. SI #
- ☐ Check here if liability insurance was not in effect to comply with South Carolina Statutory requirements

No FR-10 Issued to Operator/ Owner of Unit #:
Summons Issued to:
For operating or allowing the operation of an uninsured vehicle
Summons Number:
Signature:
Signature | Date

Investigating Officer's Name | Rank | Badge # | Code | Date | Reference Case # | Rank | Law Enforcement Agency Code

316

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Glenda R. Couram Plaintiff, vs. Sherwood Tidwell and Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company Defendant.	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CASE NO.: 2016-CP-40-02350 **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**

Pro Se Plaintiff: Glenda Couram Bar No. Address: 104 Macaw Ln Lexington, SC 29073-7673 Phone: 803-358-0127 Fax E-mail: Glenda.couram@scdmv.net	Defendant's Attorney: Jescelyn T. Spitz Bar No. 101880 Address: CLAWSON and STAUBES, LLC 1612 Marion Street, Suite 200 Columbia, South Carolina 29201-2939 Phone: (800) 774-8242 Fax: (843) 720-2867 E-mail: jspitz@clawsonandstaubes.com

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
X **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

FILED
2016 SEP 20 PM 12:19
RICHLAND COUNTY, S.C.
CLERK OF COURT

SECTION I: Hearing Information

Nature of Motion:
Estimated Time Needed: ____ Court Reporter Needed: ☐YES/☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached
X Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff /X Defendant — Date submitted

SECTION III: Motion Fee

X 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, SCRCP)
☐ 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: mells ✓ Date Filed: 9/20/16
☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

SCCA 233 (11/2003)

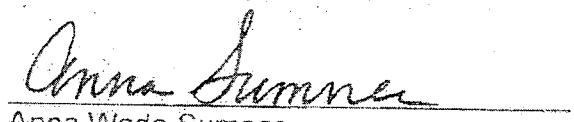
time the accident in question in this case occurred and the Plaintiff's claim is properly against Sherwood Tidwell and not Titan Indemnity Company and Nationwide Mutual Insurance Company. As a result, the Plaintiff does not have a direct cause of action against Titan Indemnity Company and Nationwide Mutual Insurance Company and therefore the Defendants would move to dismiss the Plaintiff's claim against the Defendants Titan Indemnity Company and Nationwide Mutual Insurance Company.

Additionally, the Plaintiff has failed to state facts sufficient to constitute a cause of action against Titan Indemnity Company and Nationwide Mutual Insurance Company within her Complaint, and, therefore, Titan Indemnity Company and Nationwide Mutual Insurance Company should be dismissed pursuant to SCRCO Rule 12(b)(6).

Based upon all of the above, the Defendants would ask that the Court dismiss the Plaintiff's claim against the Defendants Titan Indemnity Company and Nationwide Mutual Insurance Company.

Respectfully Submitted,

CLAWSON AND STAUBES, LLC



Anna Wade Sumner
Bar No.: 101888
1612 Marion Street, Suite 200
Columbia, South Carolina 29201-2939
Phone: (800) 774-8242
Fax: (843) 722-2867
Email: asumner@clawsonandstaubes.com
Attorney for Defendant Sherwood Tidwell.

Columbia, South Carolina
MAY 10th, 2016

320

CLAWSON AND STAUBES LLC

Anna W. Sumner
Licensed in SC
asumner@clawsonandstaubes.com

May 10, 2016

File No.: 20160881.000

The Honorable Jeanette W. McBride
Richland County Clerk of Court
PO Box 2766
Columbia, SC 29202-2766

Re: Glenda R. Couram v. Sherwood Tidwell and Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company
Case No. 2016-CP-40-02350

Dear Ms. McBride:

Enclosed please find the original and one (1) copy of Defendant's Motion to Dismiss Titan Indemnity and Nationwide Insurance Company to be filed in the above-referenced case. Please file the original and return a stamped, filed copy of the Defendant's Motion to Dismiss Titan Indemnity and Nationwide Insurance Company in the self-addressed, stamped envelope provided for your convenience. Also enclosed is our check in the amount of Twenty-five ($25.00) Dollars representing the administrative fee for this request as well as the docketing form required by your office.

By copy of this letter, I am serving a copy of the Defendant's Motion to Dismiss Titan Indemnity and Nationwide Insurance Company upon counsel of record, along with a Certificate of Service.

Very truly yours,

CLAWSON and STAUBES, LLC

Anna Sumner

Anna Wade Sumner

AWS/jkl
Enclosure

cc: Ms. Glenda R. Couram

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
) CASE NO: 2016-CP-40-02350

Glenda R. Couram
Plaintiff

v

Sherwood Tidwell, Insured by
Titan Indemnity Company
Subsidiary of Nationwide Mutual Insurance
Company
Defendants

RESPONSE TO DEFENDANT'S *MOTION TO DISMISS TITAN INDEMNITY A SUBSIDIARY OF NATIONWIDE INSURANCE CO.*

JURY TRIAL DEMANDED

2016 MAY 26 PM 1:39
JEANETTE W. WALKER
CLERK OF COURT
RICHLAND COUNTY

COMES NOW the Plaintiff, acting pro se and in response to the Defendants' Motion to Dismiss states that she has no Objection to the dismissal of Titan Indemnity Company a Subsidiary of Nationwide Mutual Insurance Company as Defendants.

Pro se understands that she can only file suit against Mr. Sherwood Tidwell at this time. Therefore, if allowed, the pro se moves this court to Dismiss Titan Indemnity Company a Subsidiary of Nationwide Mutual Insurance Company *as* Defendants in this immediate matter pending before this court and apologizes to the Defendants and the court for the inadvertent error. The only Defendant, at this time, should be Mr. Sherwood Tidwell the insured.

Respectfully submitted by:

Glenda R. Couram
Pro Se
104 Macaw Lane
Lexington, SC 29073
803 358-0127
grcouram@hotmail.com

Dated this 23rd, day of May 2016
Lexington, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Glenda R. Couram,

Plaintiff,

vs.

Sherwood Tidwell and Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO.: 2016-CP-40-02350

CONSENT ORDER REMOVING PARTY

JEANNETTE W. WICKER, C.C.P. & G.S.
2016 SEP 20 PM 2:16
RICHLAND COUNTY
FILED

In this automobile negligence action, the Plaintiff filed suit on April 12, 2016 alleging that Co-Defendant, "Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company," was negligent related to a motor vehicle accident which occurred on September 18, 2015. The specific claims as to Co-Defendant "Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company" are unclear in the Complaint.

Discovery has taken place and the parties have found that there is no evidence under South Carolina Law which shows "Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company" to be liable to the Plaintiff. SCRCP 21 allows parties to be dropped by order of the Court on any motion on such terms as are just.

The Plaintiff has consented to the Defendant's motion to drop Co-Defendant, "Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company," as a named party. If evidence becomes available to the parties which suggest Co-Defendant, "Titan Indemnity Company, Subsidiary of Nationwide Mutual Insurance Company," should be added as a Co-Defendant at a later date, the parties mutually

WE SO MOVE:

CLAWSON and STAUBES, LLC

Jescelyn T. Spitz
Bar No. 101880
Attorney for Defendants

CONSENT:

Glenda R. Couram
Pro Se Plaintiff

RICHLAND COUNTY
FILED
2018 SEP 20 PM 12:16
JEANNETTE W. McBRIDE
C.C.P. & G.S.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
JUN 18 2018
SC Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr.

Civil Case No.: 2017-40-CP-04048

Glenda R Couram ..... Appellant,

v.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, Sherwood Plumbing Service, LLC, dba, Beatrice T. Tidwell, Rick Skurko in his official and individual capacity and Tracey Peer in her official and individual capacity

..... Respondents

PROOF OF SERVICE

I certify that I have served the *NOTICE OF APPEAL* on all named Defendants/ Respondents by depositing a copy of it in the United States Mail, postage prepaid, timely on all attorneys of record Jesselyn Spitz, *Attorney For Respondent*, Clawson & Staubes, LLC, 1612 Marion Street, #200, Columbia, South Carolina 29201; J.R. Murphy, Attorney for Respondents, Murphy & Grantland, PA, 4406-B Forest Dr., Columbia, SC 29206 and Eugene H. Matthews, c/o Richardson Plowden Robinson, 1900 Barnwell St., Columbia, SC 29201 on June 17, 2018.

Glenda Couram, pro se
104 Macaw Lane
Lexington, SC 29073
(803) 358-0127
Pro se Appellant

cc: John Robert Murphy, Esquire
Jescelyn Tillman Spitz, Esquire
Eugene Hamilton Matthews, Esquire

as a party to this action in order to have this action dismissed upon deception and the lower court's giving them them charge of judge and jury.

(See Responses dated August 15, 2017 and September 5, 2017 by Attorney Murphy, Response by Attorney Matthews dated July 12, 2017 and response by Attorney Spitz dated August 3, 2017)

If this court researched this matter it should have found that no responses, answers, complaints or motions filed by this *Pro se Appellant* does she use the conjunction and saying she was including Sherwood Tidwell in this action, in fact she clearly states she is not doing so.

Nor will it find where she **left off or dropped** Beatrice T. Tidwell yet the Defendants consistently do so.

Nor will it show the Appellant dropped Rick Skurko and Tracy Peer named in the amended Complaint *Dismissed* by the lower court therefore they are part of this Appeal as Captioned in the *NOTICE OF APPEAL*.

The fact that the Plaintiff never caught this misleading and deception by the Officers of the Court Murphy, Matthews and Spitz, does not change the facts of this matter and the TRUE caption or well established law and the meaning of the Plaintiff being the Master of her *Complaint*. *See Chester v SC Department of Public Safety, et.al. (SC Sup Ct 2007)* (See attached and below).

See also the emails from Pro se Appellant to Judge Cooper were she informed the court of its mistake (Attached Page 2) and were that Mistake was corrected in the Denial of the Motion to Reconsider dated May 16, 2018, which should be the controlling order in this matter Appellant understands.

Pro se never provided this court or Judge Cooper with the heading that is reported in this Court's letter dated June 25, 2018 were it *dropped* Respondents Beatrice Tidwell, Rick Skurko and Tracy Peer *AND this court wrongly added* Sherwood Tidwell as a Respondent, he is not a respondent in this Appeal.

INITIAL Caption - Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, Sherwood Plumbing Service, LLC, dba *and* Beatrice T. Tidwell,

December 4, 2017 amended complaint adding Rick Skurko and Tracy Peer and addjitional causes of action. The new caption should read:

> Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, *dba Sherwood Plumbing Service, LLC (Sherwood Tidwell Owner/Operator/Agent #30530)* ***and*** Beatrice T. Tidwell,

68 (1949); South Carolina Dep't of Health and Envior. Control v. Fed. Serv. Indus., Inc., 294 S.C. 33, 362 S.E.2d 311 (Ct. App. 1987).

Giving a TCA defendant the right to a proportionate verdict "when an alleged tortfeasor is named a party defendant," intended to abrogate the tort plaintiff's right to choose her defendant, nor to effectively force the plaintiff to choose between settling with some parties and thereby forego her right to sue a TCA defendant, or going to trial against all co-tortfeasors. Compare Wade v. Berkeley County, 348 S.C. 224, 559 S.E.2d 586 (2002).

Based on the above evidence and court record, I am asking this court to reinstate the heading as document and filed by the lower court's records, the filed records and the emails submitted.

I also apologize for any typos or grammar mistake as I had a panic attack and am dealing with it while writing this per my conversation with the case manager.

Sincerely,

Brenda Courain
104 Macaw Lane
Lexington, SC 29073
803 358-0127

/grc

Attachments Email - not sent to Respondents
Motion - not sent to Respondents

c: John Robert Murphy, Esquire
Jesselyn Tillman Spitz, Esquire
Eugene Matthews, Esquire.

803 358-0127

From: glenda c <grcouram@hotmail.com>
Sent: Monday, April 23, 2018 11:52 PM
To: gcooperlc@sccourts.org; gcooper@sccourts.org
Cc: CLAWSON AND STAUBES LLC; jrmurphy@murphygrantland.com; gmatthews@richardsonplowden.com
Subject: Re: ALERT Re: Matthews "Order"

Sir

As I am writing and filing the Reconsideration and Notice of Appeal - I note that for some reason **Beatrice Tidwell** was removed from the caption of *my* complaints.

The caption should read *Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, In his individual, Sherwood's Plumbing Services, LLC, Sherwood F. Tidwell, Owner/Oper./Agent #30530 **and** Beatrice Tyree Tidwell.* The Caption was Amended without need of leave of court according to Rule 15 *prior* to receiving the Defendants' Answer. Dated July 18, 2017 and clocked in July 19, 2017

The later amended compliant *reads the same* except adding Tracey Peer and Mark Skurko.

With respect sir, I would appreciate the correction on the caption in your Order so there is no issue with the Appeal and 59 Motion as I am going to respond with the correct defendants. I am not sure how the caption was changed but it was not changed by the Plaintiff except when amended with the defendants as listed above.

glen

From: glenda c <grcouram@hotmail.com>
Sent: Monday, April 23, 2018 9:25 PM
To: gcooperlc@sccourts.org; gcooper@sccourts.org
Cc: CLAWSON AND STAUBES LLC; gmatthews@richardsonplowden.com; jrmurphy@murphygrantland.com
Subject: Re: ALERT Re: Matthews "Order"

Dear Judge Cooper

I received the Order dismissing my complaint under the Motion to Dismiss. This is to inform you that per the rules I will file a motion to reconsider rule 59 and then a Notice of Appeal as soon as I get your denial of the Rule 59 Motion.

I do not believe there is a transcript because you had each person write your order, but I will check with the *transcriber* for that day just in case.

I hope to have the 59 Motion to you by May 15th as I just received the denial.

f9 2

338

CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

pg 4

The Supreme Court of South Carolina

Carolyn Chester, as Personal Representative of the Estate of Sherman E. Boutte, Jr., Appellant

v.

South Carolina Department of Public Safety, South Carolina Department of Transportation, South Carolina Forestry Commission, Gary Thomas LaSalle, COBRA Transport a/k/a Cobra Automobile Transporting, Alternative Transport Services, Florida Auto Transport, Vic Mullins as the Personal Representative of the Estate of Jacob Trey Hall, Robin H. Miller, as the Personal Representative of the Estate of Rory Miller, Jeremy Crye, Ryder Truck Rental, Inc., Darren Mosley, RSC Transportation, Inc., Randel Brigman, Ernestine Hare Arnette, Mayflower Movers a/k/a Mayflower Transit, LLC and American Way Moving and Storage, Inc., Defendants,

of whom the South Carolina Department of Public Safety, South Carolina Department of Transportation and South Carolina Forestry Commission are the Respondents.

ORDER

Respondents' petition for rehearing is granted and the following opinion substituted for the original opinion. The only change is found in the first sentence of the FACTS, where the phrase "controlled burn being conducted by respondent Forestry Commission" is stricken and replaced by the word "fire."

IT IS SO ORDERED.

s/ Jean H. Toal C. J.

s/ Donald W. Beatty J.

s/ John W. Kittredge J.

342

Mark B. Tinsley, of Gooding and Gooding, of Allendale, and Robert Norris Hill, of Newberry, for Appellant.

Lisa A. Reynolds, of Anderson &Sequi, of Charleston; R. Morrison M. Payne and Christy Scott, both of Scott & Payne, of Walterboro; and Roy Pearce Maybank, of Charleston, for Respondents.

PER CURIAM: Appellant contends the trial judge erred in ordering her, the plaintiff in this Tort Claims Act (TCA) suit brought against three state agencies (respondents), to join other alleged joint tortfeasors as defendants at respondents' request, in order to effectuate the respondents' right to a proportionate verdict under S.C. Code Ann. § 15-78-100(c) (2005). The trial judge agreed with respondents that he could require appellant to add party defendants, but ultimately dismissed the action because these co-tortfeasors could not be joined since the appellant had already settled with them. See Rule 19, SCRCP. We agree with appellant that the trial judge lacks the authority to require her to sue additional alleged co-tortfeasors, and reverse.

FACTS

Appellant's decedent was killed in a multiple vehicle accident caused when heavy smoke from a fire allegedly obstructed visibility on Interstate 95. As a result of the number of vehicles involved and the alleged negligence of three different state agencies, there are numerous potential defendants. A number of passengers in these vehicles or their estates brought actions in Hampton County naming appellant as a defendant. Appellant then brought this suit against the three TCA defendants in Dorchester County, and subsequently received settlements from a number of other defendants in the original Hampton suits. The Dorchester TCA defendants contended, and the trial judge agreed, that they were entitled to have the judge order appellant to join other alleged tortfeasors (including many with whom appellant had already settled in Hampton County) as defendants under Rule 19, SCRCP. The statute upon which the respondents and the trial judge relied provides:

> In all actions brought pursuant to this chapter when an alleged joint tortfeasor is named as party defendant in addition to the governmental entity, the trier of fact must return a special verdict specifying the proportion of monetary liability of each defendant against whom liability is determined.
>
> §15-78-100(c).

ISSUE

Can a TCA defendant require the plaintiff to sue other alleged tortfeasors?

ANALYSIS

It is well-settled that a plaintiff has the sole right to determine which co-tortfeasor(s) she will sue. E.g., Doctor v. Robert Lee, Inc., 215 S.C. 332, 55 S.E.2d 68 (1949); South Carolina Dep't of Health and Envior. Control v. Fed. Serv. Indus., Inc., 294 S.C. 33, 362 S.E.2d 311 (Ct. App.

Glen Cowan
104 Macaw Ln
Lexington, SC 29073



Jenny Abbott Kitchings
Clerk, Court of Appeals
1220 Senate St
Columbia, SC 29201

RECEIVED
JUN 28 2016
SC Court of Appeals

RECEIVED
JAN - 4 2018

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND)	CASE NO.: 2017-CP-40-04048
)	
Glenda R. Couram)	
Plaintiff,)	
)	
vs)	
)	
Nationwide Mutual Insurance Company,)	
Titan Indemnity Company,)	
Eugene Matthews, in his individual capacity)	
dba Sherwood's Plumbing Services, LLC)	
Sherwood F. Tidwell, Owner/Oper./Agent)	
#30530 and Beatrice Tyree Tidwell)	
Defendants.)	JURY TRIAL DEMANDED
)	

PLAINTIFF'S MOTION FOR A CONTINUANCE AND PROTECTION REQUEST FOR RECUSAL

AND NOW, come Plaintiff as pro se, and file the within Motion for Recusal/Continuance and Protection through the *Month of January 2018.*

This is the first time this pro se Plaintiff has requested at *Continuance* of this court and therefore request be granted along with the *Protection* for the Month of January 2018. Plaintiff has been accepted into Vocational Rehabilitation for Pain Management and other classes related to high blood pressure, stress, anxiety, ptsd and panic disorder, to assist her in obtaining future employment if possible and to deal with other issues she is having both physically and mentally.

The program requires full attendance and therefore Plaintiff ask for the first time that this court grant her request for *protection and continuance* along with the Motion for Recusal.

Plaintiff also ask this court or that Judge Manning and Newman recuse themselves from hearing or presiding over cases involving her and this Recusal Motion in the interest of Justice and according to well established law.

pg1

348

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE FIFTH JUDICIAL CIRCUIT
COUNTY OF RICHLAND	)	CASE NO.: 2017-CP-40-04048
	)	
Glenda R. Couram	)	
Plaintiff,	)	
	)	
vs	)	
	)	
Nationwide Mutual Insurance Company,	)	
Titan Indemnity Company,	)	
Eugene Matthews, in his individual capacity	)	
dba Sherwood's Plumbing Services, LLC	)	
Sherwood F. Tidwell, Owner/Oper./Agent	)	
#30530 and Beatrice Tyree Tidwell	)	
Defendants.	)	JURY TRIAL DEMANDED
	)	

ORDER

AND NOW, to-wit, this day of January, 2018, upon consideration of Plaintiff's Motion for Recusal from Plaintiff's Recusal Motion, Request for Continuance and Protection thru out the Month of January 2018, it is hereby ORDERED, ADJUDGED AND DECREED that Plaintiff's' Motion is GRANTED, and the case is referred back to the Administrative Judge of the Civil Division of the Court of Common Pleas of Richland County, South Carolina for further disposition.

All proceedings in this matter are stayed pending reassignment of this matter by the Administrative Judge.

_____

2017-CP-40-04048

December 14, 2017

Attn: Anne Henley
Richland County Clerk of Court
Richland County Judicial Center
1701 Main Street, (29201)
Post Office Box 2766
Columbia, South Carolina 29202

2017 DEC 18 PM 1:1[illegible]
RICHLAND

RE: Couram v Nationwide, Titan, Matthews, et.al

Dear Ms. Henley:

Per our conversation yesterday, I am writing this letter to ask that my case never be scheduled before Judge Casey Manning or Judge Joyce Newman and they be recused from presiding. I am attaching a Rule 60 Motion already filed in this court as to why Judge Newman should be recused from sitting on any case filed by this pro se litigant. Recusal for Judge Manning is below.

I am writing this in letter form per your request if it has to be as a Motion please let me know soon because as of this date you have me before Judge Manning as a result of a Motion to continue filed by Attorney Eugene Matthews on January 8, 2017 because he asked for a continuance from Judge Hood in December to Attend National Guard Training.

I looked at the roster and cannot understand why my case could not have been reschedule before Judge Hood as he is on the Roster for January 5th, 22nd etc., 2017. But, as always when this happens my case is taken from a Judge without prejudice or bias to Judge Manning a Judge who has dismissed my previous case without justification allowing Matthews to walk in with his Order already written (2013), refer to me as a "man" a judge who I have filed a complaint against twice before the Counsel and filed suit against which is still pending in Federal Court.

I spoke with Mr. Truitt, Clerk of Court Administration returned my call yesterday he answered my question as to who the Administrators are in Richland County Court -- Judge Manning (Civil) and Newman (Criminal). In complete disbelief, I stated, I will never get justice in Richland County Court his response "get an attorney" does this mean that this Court's goal is to ensure no justice for a *pro se litigant*, or just me, because they do not have an attorney forgetting not having an attorney does not mean no desire or effort to find one was not made but because they have no choice and Richland County Court has decided "No attorney no justice in our court?" He also said the supervisor was Justice Beatty.

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Glenda R. Couram Plaintiff, vs Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity dba Sherwood's Plumbing Services, LLC Sherwood F. Tidwell, Owner/Oper./Agent #30530 and Beatrice Tyree Tidwell Tracy Peer and Richard "Rick" Skurko, in their individual and official capacities Defendants.	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT CASE NO.: 2017-CP-40-04048 **PROPOSED ORDER** **JURY TRIAL DEMANDED**

This court has asked the Plaintiff who is pro se and the three attorneys in this matter to write the courts decisions in this matter. It is unclear to the plaintiff and in all the research and interviews had with attorney this is an unprecedented action by a judge.

It appears to give the advantage to the opposing attorney but the plaintiff acting pro se with truth and honesty has provided the following proposed Order in response to the Tidwell Proposed Order emailed to the court at 5 pm today March 5, 2018. The court has the history of this matter.

The Defendants assert that the court must be dismissed for the following reasons: (1) the matter is a duplicate matter arising out of what they have coined as "Tidwell I," the case was filed in this court under Glenda Couram v Sherwood Tidwell, 2016-CP-02350 and declared this matter currently before me is related to the same auto accident.[1]

[1] Plaintiff has filed a Notice of Appeal, Rule 59 Motion that was denied by the presiding Judge, and she has a *pending motion SCRCP 60(b).*

354

116, 628 S.E.2d 869, 874 (2006). "A motion to dismiss under Rule 12(b)(6) should not be granted if facts alleged and inferences reasonably deducible therefore entitle the plaintiff to relief under any theory." Id. Furthermore, the complaint should not be dismissed merely because the court doubts the Plaintiff will prevail in the action. Id *Toussaint v Ham*, 292 S.C. 415, 357 S.E.2d 8 (1987).

Rather, "[t]he question to be considered is whether, in the light most favorable to the plaintiff, the pleadings articulate any valid claim for relief." *Williams v Condon*, 347 S.C. 227, 233, 553 S.E. 496, 499-500 (Ct. App. 2001); citing *Toussaint v Ham*, 292 S.C. 415, 357 S.E.2d 8 (1987); *Cowart v Poore*, 337 S.C. 359, 523 S.E. 2d 182 (Ct. app. 1999). "If the facts allege and inferences reasonably deducible thereform, viewed in the light most favorable to the plaintiff, would entitle the plaintiff to relief on any theory, then dismissal under Rule 12(b)(6) is improper." *Baird v Charleston County*, 333 S.C. 519, 511 S.E.2d 69 (1999).

Moreover, novel issues should not be decided on a rule 12(b)(6), SCRCP motion. As a general rule, important questions of novel impression should not be decided on a Rule 12(b)(6), SCRCP, motion to dismiss." Plaintiff allege that claims adjuster in tort actions and their role is a novel question and further review of the tort of civil conspiracy and the question of whether presented below should be review by the courts in order to clarify the tort and its role.

Last, even if the Court determines the pleadings are deficient, plaintiffs should ordinarily be given leave to amend. *Dockside Ass'n, Inc. v Detyens, Simmons & Carlisle*, 297 S.C. 91, 91, 94, 374 S.E. 2d 907, 909 (Ct. App. 1988) ("where complaint is dismissed under rule 12 (b)(6), plaintiff should be granted leave to file an amended complaint") (citing *Foman v Davis*, 371 U.S. 178, 83 S. Ct. 277, 9 L.Ed.2d 222 (1962). See also, *Foman v Davis*, 371 U.S. 178, 83 s. Ct 227, 9 L. Ed. 2d 222 (1962) ("Leave to amend complaint should be freely given in absence of any

The question for this court is whether or not the plaintiff has met the threshold to allow her claims to move forward it is not the duty of the court to weigh the evidence or decide that the plaintiff cannot win under any circumstances but whether or not she has alleged enough facts to move forward in this matter.

The Defendants are asking this court to weigh the evidence and look at matters that are well beyond the four corners of the Plaintiff's complaint and that is not the appropriate process and just because the plaintiff is a pro se litigant the court must be doubly careful to ensure substantial justice in this matter.

As the Defendants are well aware in order for this court to grant a motion to dismiss or judgment on the pleadings the court *must find the plaintiff cannot prove her cause under any set of facts and that is simply not true in this case.*

B. Plaintiff Properly Pled His Claim For Tortious Interference with Employment and contractual Relationship

In a "tortious interference" claim, the plaintiff alleges that her contract with another was damaged by a third party (the defendant) who acted in an improper manner to interfere with the contractual relationship. The plaintiff has provided factual information enough to allow this matter to move for and allowing the addition of this claim will not prejudice the defendants.

C. In Order for Res Judicata to Attached The Following Must Have Occurred

In Order for this to court to find res judicata and collateral estoppel applies in this matter it must find that a final judgment on the merits in the previous complaint named was before a court and actually heard and litigated that is not the case here:

Collateral Estoppel: The South Carolina Court of Appeals *Judy v Judy*, 384 S.C. 634-682 S.E.2d 836 (2009) discussing this matter states "Collateral estoppel, or issue preclusion,

"We believe this approach effectuates the fundamental purpose of *res judicata*, which is to ensure that "*no one should be twice sued for the same cause of action*." *First Nat'l Bank of Greenville v. U.S. Fid. & Guar. Co.*, 207 S.C. 15, 24, 35 S.E.2d 47, 56 (1945).

As the defendants has stated "in the previous matter the only claim that was necessary to and litigated was ***related to the accident*** 1) there *was one claim* and it *was the only* claim *litigated that one claim was for negligence as to the automobile accident* 3) it was the only claim determined by the jury and it was the only claim necessary to that accident to which Tidwell was found wholly responsible." (Page 5 of the Tidwell Proposed Order).

It is this court's finding that res judicata and collateral estoppel does not prevent the plaintiff from bringing the current matter before this court because not one of the claims presented here were litigated, nor was it foreseeable that such claims would have come up out of the previous action.

D. Plaintiff has Properly Pled Her Claim for Common Law Civil Conspiracy with Special Damages

It is this courts determination that the plaintiff has in fact alleged a civil conspiracy claim adequately under South Carolina Law.

Pursuant to well establish laws the tort of civil conspiracy has three elements: 1) a combination of two or more persons, 2) who conspire for the purpose of injuring the plaintiff, and 3) causing special damages.

The Defendants argue that Plaintiff does not allege special damages as required by the law. The plaintiff has pled special damages clearly in the Amended complaint dated July 16, 2017 and in the Amended Complaint dated December 5, 2017 she alleged special damages with greater specificity. Special damages are described as out of pocket expenses that can be calculated such as lost pension with a dollar amount, lost retirement with a dollar amount, loans

E. **Tortious Interference**

Ins't it well established law that a person have to suffer and injuries and damages in order to sue someone? The plaintiff brought the only cause she could bring at the time it was not forseeable by her the level the defendants would go to cause her further harm, distress and mental anguish leading to financial devastation, emotional distress, etc.,

According to South Carolina Supreme Court in *16 Jade St., LLC v. R. Design Const. Co., LLC.*, 398 S.C. 338, 728 S.E.2d 448 (2012), reh'g granted (May 4, 2012), opinion withdrawn and superseded on reh'g sub nom. 405 S.C. 384, 747 S.E.2d 770 (2013) the South Carolina Supreme court found "that the Limited Liability Company Act (the "Act"), *does not shield an LLC member from liability for his own torts, but rather protects only non-tortfeasor members from vicarious liability.*"

As is clear in the caption the plaintiff sued the LLC and Beatrice T. Tidwell not Sherwood Tidwell as an individual she sued him not as related to a breach of a contract case but or as an insured under Nationwide but under the tort laws of the State of South Carolina laws which makes him liability under the LLC and as the plaintiff can sue anyone who has caused her harm thru a tort Beatrice Tidwell can be named as a litigant because each is *personally liable to the plaintiff.*

As this maybe a novel questions it is not subject to dismissal under SCRCP Rule 12.

There is also the issue of the claims adjusters responsibility which could also be a novel question for this state and to the public to determine if they be held tortuously liable if an individual is harmed without reason or cause when they make themselves part of the process such as the named defendants holding out hope and dispensing delay.

goes against public policy and does not allow for justice to all instead it gives attorneys a license to decide who has access to the legal system.

IT IS SO ORDERED

The Honorable G. Thomas Cooper, Jr.
Presiding Judge
Fifth Judicial Circuit

_____, 2018
Columbia, South Carolina

Please excuse typos and grammar mistakes.[3]

[3] I also find that an established attorneys such as Matthews, et.al. provided an abundant of unnecessary information in an possible attempt to abuse the legal process, to prejudice the court and cause confusion and to obtain an illegal act by legal means.

364

e. Tortious Interference with Economic and Business Relationship Employment with legal malice (Pending Approval of December 5, 2017 complaint)

3. In the complaint currently before the court dated July 17, 2017 and the one amended on December 5, 2017.

4. The plaintiff is alleging negligent infliction of emotional distress not as a result of the car accident but as a result of the defendants' tortious behavior/actions towards her well after the car accident therefore the ***bystander rule*** would not apply.[1]

5. A claim for IIED and NIED distress does not require physical injury but reaches beyond the physical into *emotional, mental anguish* resulting from the physical injuries which has and will have a devastating and long term and permanent impact on the plaintiff's life resulting in her inability to ever make a living.

6. In order for the Plaintiff to be eligible for help in Vocational Rehabilitation of South Carolina she must have had a documented mental and physical injuries based on her medical records. She has met that threshold and is a client of Vocational Rehabilitation.

7. In order for the Plaintiff to allege a claim under intentional infliction and negligent infliction of emotion distress she must allege outrageous conduct by the defendants:

> "Outrageous conduct has been defined as conduct that is 'so extreme as to exceed all bounds of that usually tolerated in a civilized community' [citation] and 'so extreme *and outrageous "as to go beyond all possible bonds [sic] of decency, and* to be regarded as atrocious, and utterly intolerable in a civilized community."' [Citations.] As the court observed in Newby v. Alto Riviera Apartments [1976] 60 Cal.App.3d [288,] 297, 131 Cal.Rptr. 547, '[b]ehavior may be considered outrageous if a defendant (1) *abuses a relation or position which gives him power* to damage the plaintiff's interest, (2) knows the plaintiff is susceptible to injuries

[1] Plaintiff is not bringing this action as a result of an automobile accident that matter is pending *before the SC Court of Appeals and Rule 60(b) Motion pending before this court.*

physical and financial loss. *McAllister*, 347 N.C. at 641, 456 S.E.2d S.E.2d at 580. (*See Amended Complaint dated December 5, 2017*)

11. *See Simmons v. Chemol Corp.*, 137 N.C. App. 319, 325, 528 S.E.2d 368, 371-72 (2000) ("An action for negligent infliction of emotional distress requires a showing that defendant negligently engaged in conduct, which was reasonably foreseeable to cause, and did in fact cause, plaintiff to suffer severe emotional distress."); *Johnson v. Scott*, 137 N.C. App. 534, 538, 528 S.E.2d 402, 404 (2000)(stating the elements for a claim NIED as: "(1) the defendant negligently engaged in conduct,(2) it was reasonably foreseeable that such conduct would cause the plaintiff severe emotional distress (often referred to as "mental anguish"), and (3)the conduct did in fact cause the plaintiff severe emotional distress") *citing Johnson v. Ruark Obstetrics & Gynecology Assoc., P.A.*, 327 N.C. at 304, 395 S.E.2d at 97.[2]

12. All of the Defendants investigated the Plaintiff, subpoenaed the Plaintiff's medical records both family doctor and mental health records and employment records twice the last going back 10 years – they obtained not the physical records by the mental health records; the employer supplied every aspect of the plaintiff history from the day of her employment in 2006, her FMLA records and information on her ADA request and diaries including being in constant contact with the attorney of the employer. There was nothing the Defendants via the submission by the plaintiff and subpoenas did not know about the plaintiff *most importantly her mental health issues* as the plaintiff prior to September 18, 2015 no physical issues or problems with knees, shoulder or back. The pro se defendant Matthews has referred to the Plaintiff as being "divorced from realty" statements made in writing to the investigator of the SC Human Affairs

[2] It was already ruled via Court Order of Judge Robert Hood dated July 1, 2017, admission by the insurance company and attorney for Tidwell that he was liable. The Jury on July 15, 2017 ruled that the accident was the cause of the physical injuries resulting from Tidwell's negligence

17. See Wrenn v. Byrd, 120 N.C. App. 761, 464 S.E.2d 89, disc. review denied, 342 N.C. 666, 467 S.E.2d 738 (1996), were the NC Supreme Court held that "that the emotional distress suffered by plaintiff was foreseeable." "We stated that "proof of knowledge by the defendant of the plaintiff's peculiar susceptibility to emotional distress is required only if the conduct of the defendant would not have caused injury to an ordinary person." Wrenn at 767, 464 S.E.2d at 93 The defendants knew of the Plaintiff's loss of employment and proceeded with full knowledge to devastate her financially, emotionally and physically.

18. While the Defendant did not know of the plaintiff's existence in September 2015, when she was found by Tidwell, they were very much aware of her existence and mental health issues after that date starting in mid 2016, particularly after subpoenaing the Plaintiff's medical records mid 2016 and into April, 2017 when they subpoenaed the Plaintiff employment records for the second time supplying her ADA records and medicals along with FMLA records, emails and medicals.

19. The plaintiff has alleged all the elements of IIED and NIED including *outrageous* conduct of the Defendants which is all that is required of her at this stage of this matter she is not *required to prove the allegations*, the plaintiff must only ALLEGE these grounds, not prove them; and the court must construe that all allegations are true, for the purposes of deciding whether to dismiss. The FACTS of the matter are to be decided later, by a jury at trial.)

20. The plaintiff has also alleged the defendants in their efforts to devastate the plaintiff emotionally and financially enlisted the help of a sitting Judge which this court must also accept as true a fact that must be proven thru discovery, transcript and trial.

21. Negligent Infliction of Emotional Distress is the "lesser" of the two personal injury actions because it can encompass activity that was accidental. To succeed in an NIED claim in

CIVIL CONSPIRACY

27. The plaintiff has more than presented case for civil conspiracy. She has alleged there were two or more defendants with a single mind set combined for the express purpose of injuring her. See *McMillan v. Oconee Mem'l Hosp., Inc.*, 367 S.C. 559, 564, 626 S.E.2d 884, 886 (2006).

"... the primary inquiry in civil conspiracy is whether the principal purpose of the combination is to injure the plaintiff." *Pye v. Estate of Fox*, 369 S.C. 555, 567, 633 S.E.2d 505, 511 (2006). "Conspiracy may be inferred from the very nature of the acts done, the relationship of the parties, the interests of the alleged conspirators, and other circumstances." *Peoples Fed. Sav. & Loan Ass'n of S.C. v. Res. Planning Corp.*, 358 S.C. 460, 470, 596 S.E.2d 51, 57 (2004). "Civil conspiracy involves acts that are by their very nature covert and clandestine and usually not susceptible of proof by direct evidence." *McMillan*, 367 S.C. at 564, 626 S.E.2d at 886. *The purpose of the acts must be foreseeable that the act will cause injury to the Plaintiff and need not be unlawful. Allegro, Inc. v. Scully*, 418 S.C. 24, 32, 791 S.E.2d 140, 144 (2016) *reh'g denied* (Oct. 26, 2016). Those defendants are Matthews, Tidwell, Nationwide and Titan a prime example is their actions on February 12, 2018.

28. It is very clear that the purpose of the defendants was to devastate the Plaintiff. The combined actions were to injure and cause damage to the Plaintiff which they accomplished quite effectively financially.[3] See *Pye*, 369 S.C. at 567, 633 S.E.2d at 511 (quoting *Lee*, 289 S.C. at 13, 344 S.E.2d at 383).

30. Plaintiff has stated special damages to be proven at trial. (Factual damages her home in constant state of foreclosure accruing late charges, late charges on credit cards, and signature

[3] Matthews showed up at Voc Rehab on January 16th after the MLK holiday he claimed in the court on February 12, 2018 that he was there as an attorney for Voc Rehab., when the Plaintiff spoke with her counselor Tammy about seeing Matthews she was told he had no reason to be on campus particularly in the client area dorms, etc., and she stated he was not the attorney for Voc Rehab.

INTENTIONAL INFLCITION OF EMOTIONAL DISTRESS

36. Plaintiff is an almost 60 year old black woman who has never had to beg for anything in her entire life. She has suffered humiliation in applying for food stamps, having to go to charity agencies to try for help with her utility bills only to show up and be told without a job there is no help for her or without children there is no help for her, sitting and crying at the humiliation. Going shopping in an area she has lived in since 1994 with food stamps before people who know her.

37. Matthews showed up at Voc Rehab on January 16th after the MLK holiday he claimed in the court on February 12, 2018 that he was there as an attorney for Voc Rehab., when the Plaintiff spoke with her counselor Tammy about seeing Matthews she was told he had no reason to be on campus particularly in the client area dorms, etc., and she stated he was not the attorney for Voc Rehab.

38. Constant and several times a day receiving phone calls from creditors the humiliation of explaining daily why she cannot pay her bills any longer.

39. Daily fear of loss of home she has gone into bankruptcy for in 2004 and was able to get out in 2009, getting her credit repaired only to have the defendants destroy it all over again. And at 60 years old history is repeating itself were she had her life planned.

40. Daily fear of losing her dog she got for the sole purpose of helping her stay employed now looking at her daily knowing when the money runs out she will have to give her away like a mother giving away a child. Negligently her dog because she is in a constant state of pain and depression.

41. The Plaintiff has alleged the defendants conduct were extreme and outrageous. Calling and reporting the Plaintiff as being suicidal, reporting her to the Lexington County

injurious nature might have been expected.". Slaughter v. Slaughter, 264 N.C. 732, 142 S.E. 2d 683 (1965). "A tortfeasor is liable to the injured party for all of the consequences which are the natural and direct result of his conduct although he was not able to have anticipated the peculiar consequence that did ensue." Lockwood v. McCaskill, 262 N.C. 663, 670, 138 S.E. 2d 541, 547 (1964). "It does not matter that [the particular consequences] are unusual, unexpected, unforeseen, and unforeseeable." Wyatt v. Gilmore, 57 N.C. App. 57, 58 (1982). The only limit on this recovery are damages which are speculative or "remote." "A wrong-doer is liable for all damages which are the proximate effect of his wrong, and not for those which are remote . . ."

47. This court must accept the allegations as to the NIED and IIED as true. The plaintiff has alleged claims that would all any normal person to stay "outrageous". The Defendants' request for Dismissal and Judgment on the Pleadings must be denied at this stage of this actions.

COLLATERAL ESTOPPEL

48. See *Judy v. Judy*, 383 S.C. 1, 7, 677 S.E.2d 213, 217 (Ct.App.2009). The party asserting collateral estoppel must demonstrate that the issue in the present lawsuit was:

(1) actually litigated in the prior action;

(2) directly determined in the prior action; and

(3) necessary to support the prior judgment.

49. *Beall v. Doe*, 281 S.C. 363, 369 n. 1, 315 S.E.2d 186, 189-90 n. 1 (Ct.App.1984). "must have had "*a full and fair opportunity to previously litigate the issues*." *Snavely v. AMISUB of S.C., Inc.*, 379 S.C. 386, *555 398, 665 S.E.2d 222, 228 (Ct.App.2008).

50. The doctrine of collateral estoppel should not be rigidly or mechanically applied. *Carrigg v. Cannon*, 347 S.C. 75, 81, 552 S.E.2d 767, 770 (Ct.App.2001).

RE: REQUEST FOR ADDITIONAL TIME TO FILE "ORDER"

Cooper, G. Thomas Law Clerk (Jamie Rutkoski) <GCooperLC@sccourts.org>
Tue 2/20/2018, 7:31 PM

To: glenda c <grcouram@hotmail.com>; Cooper, Gordon G. <gcooper@spartanburgcounty.org>
Cc: CLAWSON AND STAUBES LLC <jspitz@clawsonandstaubes.com>; jrmurphy@murphygrantland.com <jrmurphy@murphygrantland.com>; gmatthews@richardsonplowden.com <gmatthews@richardsonplowden.com>

Ms. Couram,

We heard several motions in regards to your case, so the order would simply need to explain how you wish the court to rule on each of the motions and why. Judge Cooper will allow for the extension and give you a full 20 days to submit the proposed order.

Thank you,

Jamie Rutkoski
Law Clerk to the Honorable G. Thomas Cooper, Jr. and the Honorable Jean H. Toal
Circuit Court of South Carolina
1121 Broad St., Rm. 313
Post Office Box 1557
Camden, SC 29021
Phone: (803) 425-7182
Fax: (803) 425-5529

From: glenda c [mailto:grcouram@hotmail.com]
Sent: Tuesday, February 20, 2018 1:57 PM
To: Cooper, G. Thomas Law Clerk (Jamie Rutkoski) <GCooperLC@sccourts.org>; Cooper, Gordon G. <gcooper@spartanburgcounty.org>
Cc: CLAWSON AND STAUBES LLC <jspitz@clawsonandstaubes.com>; jrmurphy@murphygrantland.com; gmatthews@richardsonplowden.com
Subject: REQUEST FOR ADDITIONAL TIME TO FILE "ORDER"

Judge Cooper

As a pro se I am having difficulty in figuring out what you want in "this order." I have an appointment to speak with an attorney to get some direction as to what you want. I thought maybe you wanted what I would be willing to settle for but I cannot image that is the case.

I have put before the court already why this matter is not subject to dismissal at this stage so to ensure I am complying with what you are asking I have made an appointment to speak with an attorney.

Please allow me a full 20 days to submit to the court the "order" from me which will make the "order" due between now and March 4, 2018.

Glenda Couram

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: 2017-CP-40-4048

Glenda R. Couram,

Plaintiff,

vs.

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews, in his individual capacity, Sherwood's Plumbing Services, LLC, and Sherwood Tidwell, Owner/Operator/Agent, and Beatrice Tyree Tidwell,

Defendants.

ORDER GRANTING DEFENDANTS SHERWOOD TIDWELL, "SHERWOOD'S PLUMBING SERVICES, LLC," AND BEATRICE TYREE TIDWELL'S MOTION FOR JUDGMENT ON THE PLEADINGS AND FOR SANCTIONS AGAINST PLAINTIFF AND DENYING PLAINITFF'S MOTION FOR LEAVE TO AMEND HER COMPLAINT

This matter is before the Court on Defendants' Motion for Judgment on the Pleadings and Plaintiff's Motion for Leave to Amend her Complaint. A hearing on the motions was held on February 12, 2018. Jescelyn Spitz appeared on behalf of Sherwood Tidwell, "Sherwood's Plumbing Services, LLC," and Beatrice Tyree Tidwell. The Plaintiff appeared *pro se*. For the reasons set forth below, Defendants' Motion is GRANTED and Plaintiff's Motion is DENIED.

I. FACTUAL AND PROCEDURAL HISTORY

a. "Tidwell I"

This action arises out of a motor vehicle accident that occurred September 18, 2015, which involved the Plaintiff and Defendant Sherwood Tidwell. Prior to filing this lawsuit, the Plaintiff filed a lawsuit captioned *Glenda R. Couram v. Sherwood Tidwell*, 2016-CP-40-02350 ("Tidwell I"), in the Richland County Court of Common Pleas. "Tidwell I" was related to the same motor vehicle accident, which occurred September 18, 2015, that is referenced in this case.

380

1. "First Cause of Action: "Vicarious Liability/Respondeat Superior Negligent Entrustment and or (Common Law Negligence if applicable) South Carolina Ann. Code § 15-3-530(5)"
2. "Fourth Cause of Action: Common Law Civil Conspiracy with Special Damages South Carolina Ann. Code §§ 15-3-530(5)"
3. "Fifth Cause of Action: "Punitive Damages SC. Ann. Code §§ 15-32-510 et. al. and 56-5-1520"

Section III of Plaintiff's Amended Complaint is titled "Facts Common to All Causes of Action," wherein Plaintiff has grouped together all factual allegations rather than including separate factual allegations related to each separate cause of action. All of Plaintiff's factual allegations clearly and plainly relate to "Tidwell I."

c. Plaintiff's Proposed Second Amended Complaint

Plaintiff filed a Motion for Leave to Amend her Complaint on December 6, 2017. She seeks to amend her Amended Complaint to add a sixth Cause of action for "Common Law Tortious Interference with Economic, Business Relationship and Legal Malice." Pursuant to Ross v. Life Insurance Co. of Virginia, 273 S.C. 764, 766 (1979), the Court construes the proposed amendment as a claim for tortious interference to a contract. The Plaintiff essentially alleges that the Defendants interfered with her "business relationship" with her employer, the South Carolina Department of Motor Vehicles (SCDMV). She alleges the Defendants interfered by "subpoenaing her employment records twice, eliciting help from two other attorneys to call the plaintiff employer and emailing her to instigate a employment problem that directly lead to her termination" [sic]. (Proposed Second Amended Complaint, ¶ 79). She further alleges that Defendants' "unnecessary contact"

Pursuant to South Carolina law in order to establish collateral estoppel, the defendants must prove "that the issue in the present lawsuit was: (1) actually litigated in the prior action; (2) directly determined in the prior action; and (3) necessary to support the prior judgment." *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554 (S.C. App. 2009). Each element is clearly established in the case at bar. Plaintiff's claims for injuries and damages related to the accident were (1) actually litigated in the prior action, (2) determined by a jury in the prior action, and (3) were necessary to support the judgment in "Tidwell I."

All of the Plaintiff's causes of action rely on the "Facts Common to All Causes of Action" alleged in Paragraphs 11-32 of her Amended Complaint. The "facts" alleged by the Plaintiff refer to the September 18, 2015 accident with Mr. Tidwell, the Plaintiff's alleged damages caused by the accident, and the settlement negotiations which took place during "Tidwell I." These matters were conclusively litigated in "Tidwell I." For that reason, Plaintiff's claims are barred and must be dismissed with prejudice.

ii. "Common Law Civil Conspiracy with Special Damages"

Plaintiff has failed to state her claim for civil conspiracy adequately under South Carolina law. Pursuant to South Carolina law, "[t]he tort of civil conspiracy has three elements: (1) a combination of two or more persons, (2) for the purpose of injuring the plaintiff, and (3) causing plaintiff special damage." *Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 115, 682 S.E.2d 871, 874 (S.C. App. 2009) (citations omitted). Further, "[a] claim for civil conspiracy must allege additional acts in furtherance of a conspiracy rather than reallege other claims within the Amended Complaint," and "because the quiddity of a civil conspiracy claim is the special damage resulting to the

attorney" standard applies. Southeastern Site Prep, LLC v. Atlantic Coast Builders and Contractors, LLC, 394 S.C. 97, 107 (S.C. App. 2011).

The Plaintiff has attempted to rely on her *pro se* status as an excuse and has claimed she is unfamiliar with the Court and its rules. The Plaintiff is an experienced litigator as evidenced by public record, and she has been involved in continuous civil litigation in both state and federal court over the past ten years. She has exhibited a history of vexatious and disruptive conduct throughout South Carolina courts. The Plaintiff cannot avoid sanctions under SRCP 11 and the South Carolina Frivolous Civil Proceedings Sanctions Act simply due to her *pro se* status.

"The right of self representation does not exist to be used as a tactic for delay, for disruption, for distortion of the system, or for manipulation of the trial process." State v. Samuel, 414 S.C. 206, 212 (Ct. Appl. 2015). The right to self representation is not absolute. Faretta v. California, 422 U.S. 806 (1975). The South Carolina Supreme Court ruled in City of Columbia v. Assa'ad-Faltas, 2017 WL 2665155, at *3 (S.C. June 21, 2017), that Appellant's unrelenting inappropriate conduct in the South Carolina courts necessitated that certain restrictions be placed upon Appellant's *pro se* access to the courts to curb her abuse of the judicial process; the Supreme Court noted that the Appellant had engaged in a pattern of frivolous filings and inappropriate conduct towards the courts, court officers, and court employees of the State.

In reviewing the record before the Court, I find that Plaintiff knew or should have known about the frivolous nature of these claims when they were filed, and order that she be sanctioned for this frivolous filing. Given Plaintiff's egregious conduct, the Court finds itself forced to sanction Plaintiff. Due to the Plaintiff's lengthy and litigious record and the likelihood of future of abusive conduct, the Court hereby issues an *Assa'ad-Faltas* Order

the following: (1) existence of a valid contract, (2) the wrongdoer's knowledge of the contract, (3) the wrongdoer's intentional procurement of a breach of the contract, (4) the absence of justification, and (5) resulting damages. Dutch Fork Dev. Grp. II, LLC v. SEL Properties, LLC, 406 S.C. 596, 604 (2012); Camp v. Springs Mortgage Corp., 310 S.C. 514, 517 (1993). "[A]n action for tortious interference protects the property rights of the parties to a contract against unlawful interference by third parties." Threlkeld v. Christoph, 280 S.C. 225, 227 (S.C. App. 1984). "Therefore, it does not protect a party to a contract from actions of the other party." Id.

In the case at bar, it would be futile to grant the Plaintiff's Motion to Amend her Amended Complaint, because Defendants would be entitled to summary judgment similar to Jennings v. Jennings, 389 S.C. 208, 209 (Ct. App. 2010). Plaintiff's Proposed Second Amended Complaint alleges that Defendants' actions resulted in the termination of her employment with the South Carolina Department of Motor Vehicles. "[I]n order to constitute actionable interference with a contract, it must appear that the act complained of was the proximate cause of the injury or damage." Smith v. Citizens & Southern Nat. Bank of S.C., 241 S.C. 285, 288 (1962). Plaintiff alleges that Defendants subpoenaed her employment records, contacted her employer and emailed either Plaintiff or her employer. There is no allegation as to how these alleged actions lead to or caused her termination from the SCDMV. For the foregoing reasons, Plaintiff's proposed tortious interference with a contract claim is futile, and her Motion to Amend her Amended Complaint is denied.

III. CONCLUSION

For the reasons stated above, I hereby GRANT Defendants Sherwood Tidwell, "Sherwood's Plumbing Services, LLC," and Beatrice Tyree Tidwell's Motion for Judgment on the Pleadings and DISMISS WITH PREJUDICE each and every one of the Plaintiff's

STATE OF SOUTH CAROLINA)
) COURT OF COMMON PLEAS
COUNTY OF RICHLAND) 2017-40-CP-04048

Glenda Couram,)
)
Plaintiff,)
)
vs.) TRANSCRIPT OF RECORD
)
Nationwide Mutual Insurance)
Company, Titan Indemnity)
Company, et al.,)
)
Defendant.)

February 12, 2018
Columbia, South Carolina

B E F O R E:

THE HONORABLE G. THOMAS COOPER,JR., JUDGE.

A P P E A R A N C E S:

GLENDA COURAM, PRO SE
Appearing for the Plaintiff

JOHN R. MURPHY, ESQ.
Attorney for the Defendants Nationwide and Titan
JESCELYN T. SPITZ, ESQ.
Attorney for the Defendants Tidwell
EUGENE H. MATTHEWS, ESQ., PRO SE
Appearing for the Defendant Matthews

DEBORAH M. McCURDY, RPR
Official Court Reporter

FEBRUARY 12, 2018

(WHEREUPON, the proceedings began at 10:28 a.m.)

THE COURT: All right. I have one, two, three, four, five, six motions on my roster this morning in the case of Glenda Couram v. Nationwide Mutual, and a series of defense lawyers.

Are you Ms. Couram?

MS. COURAM: Yes, sir.

THE COURT: All right. Somebody tell me something about this case. Mr. Matthews?

MR. MATTHEWS: Thank you, Your Honor.

This case arises from an earlier case filed by Ms. Couram against, among others, Sherwood Tidwell. Ms. Couram is a former employee of the Department of Motor Vehicles.

MS. COURAM: Objection. This case has nothing to do with the Department of Motor Vehicles. It should not be part of this action at all.

THE COURT: Okay. I want to just hear something about the case.

MR. MATTHEWS: Hold on. If I am speaking, I prefer not to be interrupted by another party.

THE COURT: I understand.

I will let you speak.

the course of litigation, a number of witnesses or documents were subpoenaed by the Defense in preparation of their case.

Whenever the Department -- in this case, DMV -- gets a subpoena to appear as a witness or to produce documents, they will often call me for legal advice, which I am more than happy to render. In this case Ms. Martin wanted me to accompany her to the trial of the first case.

THE COURT: The trial of the first case?

MR. MATTHEWS: Yes, sir. And actually did appear at trial as a witness. I was sitting in the courtroom at the time.

Ms. Couram also has been terminated from employment at SCDMV in 2017, which is the nature of her -- which is related to her request to amend her complaint.

Now, in this case, as I understand the chronology, the current case before you now was filed on July 3rd, 2017. We filed an answer on -- when I say we, I mean me. I filed an answer on July 14, 2017, and a motion for judgment on the pleadings and for sanctions on July 17, 2017.

Shortly thereafter, on July 19, Ms. Couram filed an amended complaint, we filed an answer and

on July 3rd.

THE COURT: Okay. That is the amended complaint?

MR. MATTHEWS: The original complaint was filed on July 3rd. We filed an answer on July 14, and our original motion for judgment on the pleadings on July 17th.

Ms. Couram filed an amended complaint on July 19th, and we filed a supplement to our motion for judgment on the pleadings on the 21st. And I believe -- and of course my colleagues, who represent other parties to the case, filed their own dispositive motions.

I see that Ms. Couram filed a motion for leave to amend an amended complaint on December 6th of 2017.

And I can address all of those matters as you prefer.

THE COURT: She filed a motion to amend her amended complaint on December 6th?

MR. MATTHEWS: Yes, sir.

MS. COURAM: Excuse me, sir?

THE COURT: Yes. I'll hear from you in just a minute.

What is the amendment she is seeking?

within 30 days after filing the initial complaint, and technically that is not an amended complaint, it is within the timeframe allowed by law that I can redo my complaint if there has been no answers filed prior to that date. And that is what that complaint is right here that was filed on July 18th, I believe, or -- it was filed -- yes, July 18th, the initial complaint was filed a couple of months -- a month or so prior to that.

The amended complaint that Mr. Matthews is referring to that you asked him about is the one that I'm requesting for the judge -- for the Court to hear. And that is a complaint adding additional cause of action for tortious interference with employment and adding two new Defendants.

THE COURT: What?

MS. COURAM: Two new Defendants from Nationwide. A Mark Skurko and a Tracy Peer, who were the claim adjusters. And that is what the amended complaint is about that I would like for the Court to rule on today. That is part of the motion hearing.

The rest of the things that Mr. Matthews is discussing has no bearing on what is before this Court today. The only issue before this Court

MR. MATTHEWS: Actually, no, sir. On July 17th.

THE COURT: I'm sorry. I don't know where I got December. July what?

MR. MATTHEWS: July 17, in response to Ms. Couram's first complaint.

THE COURT: Okay. All right. That is what you want heard today?

MR. MATTHEWS: Correct. I also filed a motion, a subsequent motion following her amended complaint. She filed -- the dates that I have written down are that she filed the original complaint on July 3rd. We answered on July 14th, or I answered on July 14th. Filed a motion for judgment on pleadings on July 17. Following that, shortly thereafter -- I have July 19, Ms. Couram says July 18 -- she filed an amended complaint. And at that point we filed a supplement to our motion to address what we believe to be her amendments.

Then on December 6th --

THE COURT: Wait. After July 19th when she filed her amended complaint, what did you file?

MR. MATTHEWS: We filed a supplement on the 21st. That is this document.

MR. MATTHEWS: No, that is not true at all.

THE COURT: Don't -- I mean, if you say yes and she says no, we'll be here all day.

MR. MATTHEWS: I understand, Your Honor.

THE COURT: Mr. Murphy?

MR. MURPHY: I was just going to mention, Your Honor, I appeared in the case for Nationwide and Titan. We have motions pending to dismiss all claims against them. They are completely groundless.

I have also been retained to appear specifically just for this hearing to oppose the motion to amend for Tracy Peer and Rick Skurko. So I have not made a formal appearance for them, but I believe that I only am required to be here when the motion is being heard. And I can address Ms. Couram's motion to amend on their behalf. So I just wanted to clarify who I am here for. And I would be opposing the motion to amend to add those two individuals. I would also be --

THE COURT: Who?

MR. MURPHY: That is Ms. Peer, Tracy Peer, P-E-E-R, and Rick Skurko, S-K-U-R-K-O. In her motion to amend her complaint a second time, she seeks to add those two individuals --

filed --

THE COURT: Like Professor Spitz?

MS. SPITZ: Like the Professor Spitz, but no relation.

We have also filed a motion to dismiss and a motion for a judgment on the pleadings.

THE COURT: Who do you represent?

MS. SPITZ: The Tidwell Defendants: Beatrice, Tidwell, Sherwood Tidwell, who alleged to have been doing business as Sherwood's Plumbing Company.

And, Your Honor, I would be happy to provide some additional background as to the first lawsuit. I did represent Mr. Sherwood Tidwell in that action as well.

THE COURT: Was that Couram v. Tidwell?

MS. SPITZ: Yes, Your Honor.

THE COURT: That is all it was? And those are the only parties?

MS. SPITZ: Originally when it was filed, Nationwide and Titan were included as Defendants, but they were removed in a consent order that was signed by Ms. Couram. So once it went to trial and to a verdict, the only Defendant was Sherwood Tidwell.

MS. COURAM: May I speak on that as well?

Ms. Spitz just spoke to you about -- and I took medication, sir, so I am going to space out, and I'm going to get anxiety, and I'm in pain right now, so please excuse me, okay? I don't mean to be disrespectful in any way.

THE COURT: Let me understand. Is your new suit also against the Tidwells?

MS. COURAM: The new suit has claims against Tidwell. They are claims that could not have been brought during the initial complaint because that was related to an accident.

THE COURT: What are you claiming that they did now?

MS. COURAM: The claims against Mr. Tidwell and his company and his wife that is in the complaint that I filed is for intentional infliction of emotional distress, negligent infliction of emotional distress, tortious interference with employment, and civil conspiracy.

As a result of all this -- as a result of that accident, I ended up losing my job. My house is about to be foreclosed on because I lost my job, because I'm in severe pain as a result of that accident. And if they had settled this matter when they should have, when I tried to settle with them

tried that case?

MS. COURAM: I didn't get a lawyer because I was trying to mitigate damages, which is one of other things that they -- and I wanted to get this over with as quickly as possible. And I did everything I could to try and settle with Nationwide, settle with Titan, mitigate damages with Mr. Tidwell, everything, to get it over with and get them gone out of my life. But they stayed in and wouldn't go away.

And I'm standing here broken and devastated because of something that was not my fault to begin with. And this action that is before this Court has nothing whatsoever to do with that accident, because that accident was what it was, an accident, just as Judge Newman said.

THE COURT: I think I understand that. This is about your subsequent filings against Mr. Matthews and whoever else you filed against?

MS. COURAM: After the accident. After this trial, after all -- this is after the fact. This has nothing to do with what happened with the accident.

THE COURT: I understand.

MS. COURAM: This is what took place

If Mr. Matthews wasn't in court when he was supposed to, Ms. Tidwell was, and they would always make sure that they were positioned where I would see them.

After a hearing before Judge Manning, Mr. Matthews and Ms. Tidwell were standing outside the balcony discussing whatever they were discussing as I walked out of the courtroom.

THE COURT: You mean Ms. Spitz?

MS. COURAM: Ms. Spitz. And they knew that I have emotional issues. They knew that -- Mr. Matthews has known this for the last ten years. He has even called me -- said I was divorced from reality. He kept telling people that I filed frivolous complaints, none of which was ever approved by the Court. But every document he has filed in court, that is what he has labeled me as.

He has told the South Carolina Human Affairs Commission that I was mental. He has told the South Carolina Human Affairs Commission the last time that I was divorced from reality. He has completely -- every time I turn around he is saying things like that.

THE COURT: Why is he appearing before the Human Affairs Commission?

judge. She never disclosed the fact that she worked for Mr. Matthews. The entire time that I had a case against SCDMV since 2009, she never disclosed. Even when Mr. Matthews came in the courtroom and sat down, she said, Hi, Mr. Matthews, what are you doing in my courtroom today, never disclosing the fact that she knew who I was and she knew that there was a relationship there, that she should have told me from the very beginning, and she never did. She had just been -- when she was appointed judge, she had just been -- she was appointed from Mr. Matthews' law firm.

So conspiracy, as far as the conspiracy issues there, there are questions as to whether or not there was a conspiracy between Mr. Matthews, Ms. Tidwell, representing Mr. Tidwell, as to whether or not they knew all of this. And they did not disclose it, did not tell me about it, and it is up to a jury to determine whether or not they have conspired to cause me harm, because, as you know, two persons coming together to cause harm to a third party, and that third party was me. And I suffered harm.

THE COURT: Who are the two people?

MS. COURAM: Mr. Tidwell, Mr. Matthews.

history in suing DMV. It first began in January of 2010. There have been four such lawsuits. And each time I have represented DMV's interest in those matters.

She is also correct, she has filed a number of Chapman claims, to which the department responded.

Now, in terms of the allegations of this particular lawsuit, when you look at her complaints, the ones that were filed in July of 2017, and even the one filed in December, the motion filed in December of 2017, you know, she describes her efforts to settle the case with Mr. Tidwell's insurers. She wanted of course the insurers to offer her more money. The insurers, for whatever reason, decided not to, but did offer judgment in the amount of $20,000. And that is Exhibit B to our supplemental motion.

She was apparently dissatisfied with that offer. Chose to go to trial. During that trial, of course Ms. Martin was subpoenaed to attend. SCDMV requested that I attend with her. I did. I did confer with Ms. Spitz on --

THE COURT: Why would an employee of DMV be subpoenaed to testify in a wreck case?

MR. MATTHEWS: I believe there were some

THE COURT: Okay.

MR. MATTHEWS: In any event, the lawsuit that is before you now, the allegations relate to those amendments.

The claims -- or the causes of action, intentional infliction of emotional distress against Nationwide, Titan, and me, negligent infliction against the same Defendants, and civil conspiracy against the same Defendants, we think should be dismissed for the reasons we have stated in our motion. And very briefly I will go over them.

The first, frankly, is the one that I think answers all matters. Actually in a case, a very similar case that was just ruled on by Judge Toal down in Charleston, we have added that as an exhibit to our original motion. It is Kovach v. Whitley.

THE COURT: What is the name of it?

MR. MATTHEWS: Kovach v. Whitley. It is in our -- we have included it. The civil action number is 2015-CP-08-2380.

And in it Justice Toal speaks directly about why she is dismissing a civil conspiracy claim. In this case it was because the allegations related to

cannot be the basis for a civil conspiracy claim.

And we would commend those cases to you when you review Ms. Couram's pleadings.

Certainly in my case, I am appearing for myself today in my case. She is complaining that I was acting within my capacity as an attorney for SCDMV. There is my only reason, frankly, to be involved at all with Ms. Couram. When I'm acting as an attorney for SCDMV in the process of helping them deal, frankly, as a bystander in this lawsuit with the Tidwells in terms of answering subpoenas, accompanying witnesses to the trial, that sort of thing, that is privileged and could not be a subject of any lawsuit.

She has raised allegations with regard to Judge Newman. Judge Newman was for some years an associate at our law firm. We did not work together. She did not -- she had no role, to my knowledge, in any case that involved Ms. Couram. I have no knowledge of any communications between Judge Newman, she and Ms. Couram. Regarding the Tidwell trial, I had nothing to do with it outside my capacities in helping DMV respond to these subpoenas.

To the extent that her allegations against me,

Those are not things that support an intentional infliction claim.

In terms of negligent infliction, the claim simply doesn't apply because, as you are well aware, as we discussed in elements, that has to do with the emotional distress when someone's close relative is injured in front of them. The elements are: Negligence of the Defendant that cause death or physical serious injury to another, the bystander must be in close proximity to the accident, the Plaintiff or the victim must be closely related, the Plaintiff must contemporaneously foresee the accident, and emotional distress must be both manifest itself by physical symptoms capable of objective diagnosis and established by an expert's testimony.

That claim simply doesn't apply in this case.

In terms of civil conspiracy, as we said, not only does Crowell and Kovach mean that that claim is not justiciable here, if you just look at the elements, including alleging additional acts in furtherance of a conspiracy rather than re-alleging claims within the amended complaint -- that is the Hackworth case -- those claims, essentially she is saying, because of what you have done that has

Grievance Committee will decide whether or not the department had substantial evidence to terminate her employment or not.

In terms of this case, however, I believe that she can't -- she should not be allowed to amend her complaint because her amendment, at least with regard to me, is futile.

There is no South Carolina case that I could find recorded on whether or not you can sue an attorney of the employer who fired the Plaintiff, simply because I don't think the issue has ever been raised, at least it has not been recorded. It has, however, been recorded in Georgia.

And the two cases I have to cite -- and I can hand them up if you wish -- one is Dutch Fork Development Group, LLC, v. SCL Properties. That is a South Carolina case. But that has to do primarily -- forgive me -- that has to do primarily, again, with the Ross case. It says essentially a stranger, you have to be a stranger to a contract to be a proper party in a tortious interference claim. You can't be a party to the contract. And in this case, if you are an attorney to one of the parties -- the SCDMV in this case -- you can't be sued for that either.

MS. COURAM: I would like to respond to Mr. Matthews first, sir.

THE COURT: All right. Go ahead.

MS. COURAM: First of all, I am not suing Mr. Matthews as an attorney for SCDMV, I am suing him as an individual. The fact that he is an attorney for SCDMV is just a side point. And DMV has nothing to do with Matthews' interference in my personal life the way he did. SCDMV should not have allowed Mr. Matthews to go as far as he did in this because it bespeaks of personal issues against me. And, as such, that makes this a matter for a jury to decide, not for Mr. Matthews to decide that he is not liable.

As far as the amended complaint is concerned, it does not make it futile either, because the Courts have allowed pro se litigants leeway in order to amend their complaint. That doesn't make that futile. And the tortious interference, I am not suing SCDMV for interference in my employment, I'm suing Matthews, Nationwide, and Mr. Tidwell, via his attorney. That does not make SCDMV a party to this action. And because Mr. Matthews is an attorney for SCDMV does not make DMV a party to this action. It is a totally separate and distinct

just walks in. He does it every day. It has got nothing to do with you.

MS. COURAM: He seems to come in. And he should stop doing that, especially somebody who has filed a legal action against him.

THE COURT: You filed a legal action against him?

MS. COURAM: Yes.

THE COURT: Okay.

MS. COURAM: That's why I asked him not to hear any cases for me pro se, or any other pro se litigants. But my point is, is that he has this need to show up. And then he claims he doesn't know who I am. But every time I'm in this courthouse, he comes in, looks at me, and then walks out.

And, also, Mr. Matthews says he has no ill intent. One thing as far as my grievance hearing is concerned, Mr. Matthews, the attorney on that matter, he quashed all the subpoenas that I had for my employer to show up, my supervisor, my manager, everyone. He went before Judge Anderson. All those subpoenas were squashed except for my supervisor, who is no longer with DMV. And apparently they don't know where she is and they

have a case. That is not his decision. It is not even Your Honor's decision. It is for a jury to decide. It is a question of fact.

He claims he is here representing himself as a pro se litigant, not as an attorney for SCDMV.

As far as this case that he is talking about, this is a criminal case, it is not a civil case. And Judge Toal, who apparently was the judge in this, stated the elements for a civil conspiracy. In South Carolina a civil conspiracy is a combination of two or more people for the purpose of injuring the Plaintiff which caused special damages. I have special damages, because I don't have money to pay for witnesses to testify at a grievance hearing. Matthews knew that, knows I don't have a job. And that is fact. It is not something I'm just saying off the top of my head, it is fact.

Judge, even when Judge Anderson made that decision, he hesitated. But, again, that is me. But my point is that that ruling should not have been made. It was not a correct ruling and it should not be upheld by SCDMV or the grievance hearing.

As I said, Judge Perry in the federal court in

case against Mr. Matthews as a citizen of the state and a private individual. And DMV has nothing to do with it. The tortious interference is involving Mr. Matthews and his action, not SCDMV. And if I can't bring a case against -- and I don't know if I can or not. I know I can bring a termination, a false termination case against the DMV when the time comes, but that is not before this Court. The only issue that is before this Court is whether or not I have given the Court enough facts to allow the matter to move forward to discovery.

THE COURT: Thank you. Let me hear from Mr. Murphy.

MR. MURPHY: Thank you, Your Honor. As I mentioned earlier, I represent Nationwide Mutual Insurance Company, Titan Indemnity Company. I am also appearing today, and I will get to in a moment, Ms. Tracy Peer and Mr. Rick Skurko, regarding the motion to amend.

Your Honor, you can already tell, this is a very, very important matter, because if pro se litigants can run wild over our system, can continually file suits after they don't like the result that they had a fair and full trial on, what is next? The three of us over here are getting

allegations, there is nothing more than people doing their job. The Tidwells' attorney subpoenaed the Plaintiff's medical records and employment records. I have been a Defense lawyer over 30 years. I have subpoenaed thousands of people's medical records and client records. Am I going to get sued every time I do that from here on out?

The Plaintiff was only offered $20,000. I have tried -- the Plaintiff was only offered $20,000. I tried many cases where Plaintiffs refused to accept the offer. Am I and my law firm going to get sued every time a Plaintiff doesn't accept the offer and then doesn't get the result they want when they go to trial?

Nationwide is accused of influencing and controlling the outcome of the previous trial merely by the good lawyering that Ms. Spitz did. Is every good lawyer who is successful in court going to be sued for outrage because the Plaintiff didn't like the outcome that they got against them? Is that influencing and controlling a trial? There is no evidence of any bribes, any inappropriate contact by anybody associated with Nationwide. No one from Nationwide was even present in the building, according to the complaint.

I will just argue for Nationwide and Titan. Nationwide and Titan issued a liability insurance policy to Mr. Tidwell. They hired a lawyer -- when they adjusted the claim, made an offer, couldn't settle, suit was filed. They hired Ms. Spitz and her firm to defend their insured. They did everything aboveboard. There is not one finding of any abusive discovery tactics or any inappropriate attorney contact -- conduct in that case. And simply the fact is Ms. Couram doesn't like the result she got.

Her allegations, if we get down to them, fall far short of alleging outrage because, as we have seen, the cases have said it has to be beyond all tolerable bounds of decency.

There is no -- in regard to her conspiracy claim, there is no allegation that Nationwide's primary purpose was to injure the Plaintiff. Nationwide was defending its insured. There is nothing beyond that in the allegations of the complaint, nor are there any allegations of any separate and independent acts of a conspirational nature between any Nationwide employee and anybody else. And if meeting and speaking to another attorney who is there with a witness in the

situation has to start with a verdict in excess of the policy limits. And $1,000 would not support any cause of action against Nationwide, Titan, or its employees, or any violation of their duties to Mr. Tidwell under their liability coverage. And obviously the conduct of Ms. Spitz should not even be an issue in this court.

And so I respectfully ask that the pending amended complaint be dismissed with sanctions, and the motion to allow a second amendment of that client to add Ms. Peer and Mr. Skurko as a Defendant be denied because it is futile, because the alleged claims against them are completely groundless, just like the ones that are already in the case.

THE COURT: Thank you. Ms. Spitz?

MS. COURAM: I'd like to --

THE COURT: Go ahead, Ms. Couram.

MS. COURAM: First of all, Ms. Peer and Mr. Skurko are liable in this matter because they couldn't settle the matter two years prior. They started out with $10,000, $2,500 for pain and suffering. $10,000 medical -- I mean, the rest on medical. Then they went to 15. Then they went back to 10. Then they went back and they forced me

was 50. That is all he had. I would have had to go to my insurance to get any more than that. That is all -- that was the whole -- that was all there was. No more than that. And they wouldn't even attempt to try and settle anywhere near it. So if you have pain and suffering, somebody causes you an injury in this state, and your injuries and your medical bills are over $17,000, you are going to sit there and say, Oh, yes, let me pay all my medical bills, and I have nothing for a lifetime of back pain and injury.

THE COURT: Why do you think the jury just awarded you $1,000?

MS. COURAM: Because Judge Newman would not allow me to show my medicals to the jury. She would not allow me to submit my -- the medical records to the jury. She said it was hearsay, which it wasn't. According to the hearsay rule, medical records are not hearsay. They could have been submitted to the jury.

THE COURT: Okay.

MS. COURAM: She would not -- they had an issue -- whenever I said the word insurance, she and Ms. Tidwell would jump up and make a big deal out of it. And the only time I made reference to

one that is injured and I'm the one that is still suffering, and he gets -- I get $1,000 and he gets $600 of it back.

Anyway. So, as I said, this is not a case where I did not try to settle the matter and get it over with and end it. And it would not have impacted my job in the slightest because it would have been over in 2016, but they would not allow that. They kept on and kept on. Ms. Tidwell kept on subpoenaing my medical records and she subpoenaed -- from the day I was born she subpoenaed every record I ever had: Medical, counseling, disability, all my records. And then she turned around and subpoenaed DMV the second time. Why? Because they were interfering in my employment. Subpoenaing the DMV one time was all they needed. I have only been with DMV 10.8 years -- was with DMV 10.8 years. And she already subpoenaed those records and turned around and did it all over again. There was no need to do that. And I can understand the attorney over here saying about subpoenaing records with clients. That's fine. But how many times is somebody focused so much on one individual who did nothing to anyone that they would cause this much damage to that

sufficient to constitute a cause of action. That is not the case here. And I have given the Court all the facts that is necessary to allow this matter to move forward. The appellant -- and that is from Spence v. Spence. The appellate court applied the same standard of review as the trial court in reviewing this dismissal and action pursuant to Rule 12. Doe v. Martin. In considering motion to dismiss, a complaint based on failure to state facts sufficient to constitute a cause of action, the trial court must base his ruling solely on the allegations set forth in the complaint. The motion may not be sustained if the facts alleged and recently reducible therefrom would entitle the claimant to any belief or any theory of the case. The question is whether in the light most favorable to the Plaintiff and with every doubt resolved in his favor the complaint states any valid claim for relief. And I have done that.

And there is no basis for sanctions either, because the Defendants have not followed the standard or the procedure in filing sanctions. For one thing, they filed the sanctions within the motion to dismiss. It is supposed to be a separate

Carolina, Rule 11 supplies a narrow and frequently misused rule of evidence for the two basic categories of duties when presenting its cases to the Court. The presenter certifies that the paper is not presented for improper purpose and recent inquiry was made into the factual and legal contentions made. These are not high hurdles. It requires that you serve your Rule 11 motion on your adversary but refrain from filing it with the Court for 21 days so your adversary can withdraw the offending paper, which in other words the rule requires that they file a separate motion. They cannot include it inside the motion to dismiss that they filed to me. It is supposed to be something that is totally separate and different, and they did not follow the correct procedure. And there is no basis for motion for a motion for sanctions either.

THE COURT: Thank you. Ms. Spitz?

MS. SPITZ: Yes, Your Honor. We are here today on behalf of Mr. and Ms. Tidwell, also seeking that Ms. Couram's claim be dismissed and requesting sanctions against Ms. Couram.

It is clear, based on all argument that you have heard this morning, that Ms. Couram had her

that her only claim or frustration with Ms. Tidwell is the fact that she appeared in court during her husband's trial. Certainly I think that is reasonable and would not amount to any civil conspiracy.

Your Honor, it appears as well that the claims of civil conspiracy against Mr. Tidwell are related to my actions in representing him in the original lawsuit, actions such as filing subpoenas against her -- on her medical providers and SCDMV.

Your Honor, Ms. Couram placed her work history at issue in the case. She claims she was missing time from work because of the accident. She claimed that she lost wages because of the accident. Certainly, to do my job properly and effectively represent my client, I had to subpoena that information, Your Honor.

And, further, we would argue that there are no factual allegations that would support her claim for civil conspiracy. If you simply read the complaint, it is legal conclusion.

Your Honor, we would as well join in the other attorneys in this matter in opposing Ms. Couram's motion to amend her complaint as to the tortious interference of a contract. Your Honor, it appears

amended complaint. But the amended complaint was intentional infliction of emotional distress, negligent infliction of emotional distress, civil conspiracy, punitive damages, negligence, vicarious liability.

Mr. Tidwell had eye problems right after this car accident in January. This accident took place September. He went and got glasses in January. He also testified to the fact that he did not know how to operate the brakes on his work vehicle, on the van that he was driving, during the testimony, which makes vicarious liability appropriate, and I don't know if it is an appropriate claim or not. But negligent entrustment is an appropriate claim. Civil conspiracy is an appropriate claim, because this is not about Ms. Spitz and her representation of Mr. Tidwell. Ms. Spitz is Mr. Tidwell. Anything she did she did for -- as Mr. Tidwell, for Mr. Tidwell. Conspiring with Mr. Matthews, she did for Mr. Tidwell. Meeting with Mr. Matthews, she did for Mr. Tidwell. Constantly going back to my employer for my medical records. My employer gave her everything about me: My FMLA records, my records from work, my medical history, everything they gave her. She already had that information

going on right now with Voc Rehab. Mr. Matthews showed up at Voc Rehab on Tuesday after the holiday this year. He had no business being there. I asked my counselors and I asked them why he was there and if they were expecting him. And the reason he had no business being there was because of where he was located was only for clients.

THE COURT: What?

MS. COURAM: Clients, people who are residents of Voc Rehab, to eat lunch, and so forth, or to go over and have exercise, and so forth.

Mr. Matthews showed up. When I turned, I saw him ut of corner of my eye. He went back out in the parking lot. He showed up at a place that I was being treated for my injuries and what was going on with me. Again, knowing full good and well the medical issues I was having.

And as far as all this, this can all be settled. It doesn't even have to go to trial. They can settle this matter right now, here and now today if they wanted to. But I have provided this Court with enough to proceed forward to discovery. And then after discovery they can also file a motion for summary judgment, or even during the trial they can file a motion for directed verdict.

will give you a little more time than that if that is not enough time, but these attorneys are -- they are familiar with my practice of requesting a proposed order within ten days. Do you understand what I'm saying to you?

MS. COURAM: You want us to file a proposed order within ten days telling you what we want?

THE COURT: Uh-huh.

MS. COURAM: I understand that.

THE COURT: And they will do it and you'll do it. And I will take the matter under consideration. I will go through this entire file. I have not read this file yet, but I will go through it and read it, and I will let you know as soon as I can after I get those proposed orders. Is ten days enough time for you?

MS. COURAM: Can we -- as Mr. Matthews told you, I am going for my grievance hearing on Thursday.

THE COURT: Do you want 20 days?

MS. COURAM: Fifteen or 20.

THE COURT: That's fine. We'll do that. Fifteen days, counsel.

MR. MURPHY: Thank you, Your Honor.

MR. MATTHEWS: Thank you, Your Honor.

CERTIFICATE OF REPORTER

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

I, Deborah M. McCurdy, Official Court Reporter for the Fifth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Richland County, South Carolina, on the 12th day of February, 2018.

I do further certify that I am neither of kin, counsel nor interest to any party hereto.

August 2, 2018

s/Deborah M. McCurdy, RPR

Deborah M. McCurdy, RPR
Fifth Circuit Court Reporter

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Appeal Case No.: 2018-001134

RECEIVED
JAN 24 2019
SC Court of Appeals

Glenda R Couram ..... Appellant,

v

Nationwide Mutual Insurance Company, Titan Indemnity Company, Eugene Matthews in his individual capacity, Sherwood Plumbing Service, LLC, dba, Beatrice T. Tidwell, Rick Skurko in his official and individual capacity and Tracey Peer in her official and individual capacity
..... Respondents

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the *Record on Appeal* contains all material proposed and heard to be included by any of the parties and not any other material pursuant to Rule 238.

Respectfully submitted by,

Glenda R. Couram
Appellant, pro se
104 Macaw Lane
Lexington, SC 29073
803 358-0127
grcouram@hotmail.com

January 25, 2019
Lexington, South Carolina