

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

RECEIVED
FEB 11 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

**AMENDED
RECORD ON APPEAL**

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

OTHER COUNSEL OF RECORD FOR RESPONDENTS

E. 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,
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(803) 782-4100

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

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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Court of Common Pleas

G. Thomas Cooper, Jr., Circuit Court Judge

Appellate Case No.: 2018-001134

Glenda R Couram Appellant,

v

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RECORD ON APPEAL**

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104 Macaw Lane
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AMENDED INDEX

I. ORDERS

Order - Denial of Motion to Reconsider, Dated May 16, 2018 1

II. PLEADINGS, ANSWERS AND MOTIONS

PRO SE RESPONDENT MATTHEWS FILING

Initial Answer to Initial Summons and Complaint, Dated July 24, 2017 3

RESPONDENTS' MURPHY FILINGS

Motion to Dismiss with Sanctions, August 25/28, 2017
(In ROA pg 132) 28

APPELLANT'S FILINGS

Appellant's Response to Respondent's Motion to Dismiss (Sept 1, 2017)
(In ROA pg 55) 34

CERTIFICATE OF COUNSEL 46



Richland Common Pleas

Case Caption: Glenda R Couram vs Nationwide Mutual Insurance Company ,
defendant, et al
Case Number: 2017CP4004048
Type: Order/Other

So Ordered

s/ Honorable G. Thomas Cooper, Jr. Circuit
Judge 2126

Electronically signed on 2018-05-16 13:46:13 page 2 of 2

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(c) SCRPC 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

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 Svc., LLC,
Sherwood Tidwell, Owner,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

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

ANSWER OF DEFENDANT
EUGENE MATTHEWS

JEANETTE W. HENRIDE
C.C.P. & G.S.

2017 JUL 14 AM 10:26

RICHLAND COUNTY
FILED

MOOT

NOW COMES the Defendant Eugene Matthews (hereinafter "Matthews" or the "Defendant"), and answers the Plaintiff's Complaint, denying all allegations not specifically admitted, as follows:

INTRODUCTION

This case involves a frequent *pro se* Plaintiff, who has filed numerous unsuccessful lawsuits in various courts in South Carolina. Plaintiff filed the lawsuit *Glenda R. Couram v. Sherwood Tidwell*, 2016-CP-40-2350, also in the Court of Common Pleas in Richland County, involving the same automobile accident that is the subject of the instant case. (Exhibit "A").

Eugene 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 *Glenda R. Couram v. Sherwood Tidwell*, 2016-CP-40-2350, 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, SCRPC 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 care." (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, awarding \$1,000.00. (Exhibit "D," Jury Verdict). Plaintiff has filed a Motion to Amend or Alter Judgment under Rule 59, SCRPC, 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, SCRPC, or both.

PLAINTIFF'S ALLEGATIONS

1. In Paragraphs 1 through 10 of her Complaint, Plaintiff attempts to set forth allegations to establish the identity of the parties and the jurisdiction of this Court over Plaintiff's claims. Plaintiff has failed to state any justiciable claims regarding the Defendant, but the Defendant consents to jurisdiction and venue insofar as the Court may hear proper motions. Unless otherwise admitted, the remaining allegations in Paragraphs 1 through 10 of Plaintiff's Complaint are denied.

2. The allegations in Paragraphs 11 through 32 of Plaintiff's Complaint largely recount events from Plaintiff's automobile accident litigated in *Glenda R. Couram v. Sherwood Tidwell*, 2016-CP-40-2350. The only allegation referencing the undersigned is in Paragraph 28, is vague, and has no apparent meaning. Unless otherwise admitted or proven by Plaintiff, the allegations in Paragraphs 11 through 32 of Plaintiff's Complaint are denied.

FOR A FIRST CAUSE OF ACTION
(COMMON LAW NEGLIGENCE)

3. The Defendant incorporates his responses to the allegations in Paragraphs 1 through 32 of Plaintiff's Complaint as if fully set forth herein.

4. This cause of action does not pertain to this Defendant. Unless otherwise admitted, the allegations in Paragraphs 33 through 39 of Plaintiff's Complaint are denied.

FOR A SECOND AND THIRD CAUSE OF ACTION
(INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS)
(NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS)

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

6. The Defendant denies the allegations set forth in Paragraphs 40 through 50 of Plaintiff's Complaint.

7. Further, Plaintiff fails to state any allegation that would support either claim against the Defendant.

FOR A FOURTH CAUSE OF ACTION
(CIVIL CONSPIRACY)

8. The Defendant incorporates his responses to the allegations in Paragraphs 1 through 50 of Plaintiff's Complaint as if fully set forth herein.

9. The Defendant denies the allegations set forth in Paragraphs 51 through 67 of Plaintiff's Complaint.

10. Further, Plaintiff fails to state any allegation that would support a claim against the Defendant.

FOR A FIFTH CAUSE OF ACTION
(PUNITIVE DAMAGES)

11. The Defendant incorporates his responses to the allegations in Paragraphs 1 through 67 of Plaintiff's Complaint as if fully set forth herein.

12. The Defendant denies the allegations set forth in Paragraphs 68 through 72 of Plaintiff's Complaint.

13. Further, Plaintiff fails to state any allegation that would support a claim against the Defendant.

14. Further, there is no separate cause of action for "punitive damages."

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

FOR A FIRST DEFENSE

1. Plaintiff's 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 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.

FOR AN EIGHTH DEFENSE

8. Defendant hereby gives notice of his intent, under the South Carolina Frivolous Civil Proceedings Sanctions Act (the "Act"), S.C. Code Ann. § 15-36-10, to pursue remedies against the Plaintiff provided under the Act.

FOR A NINTH DEFENSE

9. That to the extent this action is one seeking to collect punitive damages brought against any of the Defendants, such an action for punitive damages is barred as a matter of law for a number of reasons, including, but not limited to: the due process clause of the Fifth Amendment as applied to the states through the Fourteenth Amendment to the United States Constitution; an arguable extension of the prohibition of the excessive fines clause of the Eighth Amendment, as applied to the states through the Fourteenth Amendment; an arguable extension of the provisions of the Sixth Amendment to the United States Constitution, made applicable to the states through the Fourteenth Amendment; relevant provisions of the South Carolina Constitution, including, but not limited to, Article I, Section 3; all of which are asserted as bars to recovery of punitive damages against any of the Defendants.

10. That, moreover, as the present case and statutory law standard to measure and confer power to a jury to award punitive damages under South Carolina law has not been formulated to comport with federal or state constitutional rights and guarantees, lacks objective criteria, lacks a meaningful standard, is void for vagueness, and violates constitutional due

process and equal protection procedural protection; an award of punitive damages would violate Defendants' constitutional rights and guarantees.

11. That, further, the Plaintiff has failed as a matter of law to state a claim for which punitive damage relief is available against any of the Defendants.

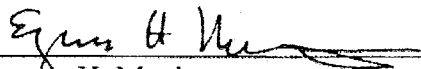
WHEREFORE, having fully answered Plaintiff's Complaint herein, the Defendant Eugene Matthews requests that:

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 12th 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 FOR HIMSELF

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

GLEND A COURAM

Plaintiff(s)

vs.

SHERWOOD TIDWELL AND TITIAN INDEMNITY COMPANY SUBSIDIARY OF NATIONWIDE INSURANCE

Defendant(s)

IN THE COURT OF COMMON PLEAS

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.

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)

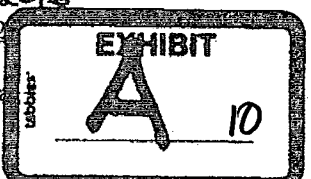
- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver/Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical 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: [Signature]

Date: April 6, 2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Civil Procedure Rules (SCCPA / 234 (12/2015))

APR 12 11:20



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

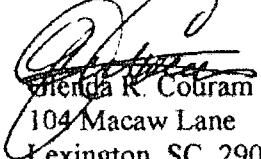
2016 APR 12 AM 11:20
CLERK OF COURT

SUMMONS

TO THE DEFENDANTS ABOVE NAMED:

YOU 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

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)
_____)

COMPLIANT

JURY TRIAL DEMANDED

2016 APR 12 AM 11:20
CLERK OF COURT

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 I-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

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;

- 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.

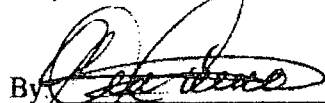
14. Plaintiff is entitled to a judgment against the Defendant to compensate her for the damages and injuries sustained.

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

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 

Granda 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
COURT CLERK
COLUMBIA, SC

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

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.

**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

Respectfully submitted by,


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

2016 APR 12 AM 11:21
RECEIVED
COMMERCIAL CASUALTY
NATIONWIDE NON-STANDARD CLAIMS
PO BOX 93863
CLEVELAND, OH 44101

CO. 1100 1388
816

Use Claim #032637362

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-AJUR.COM	
Date	Time	County	Interstate 2-US Primary 3-SC Primary	4-Secondary 5-Courtesy 6-PP	Collision Location (Rt. # / Name)
08-18-2015	1630	40			520 /
				Main line 6-Connection 7-Alternate 7-Business 8-Spur	
				Dir. In / Near City or Town of:	
				N E S W	

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 RENE		E-966755		Driver/Pedestrian's Full Name BROWN BRANDON SENTELL	
Unit #	Sex	Race	Street	Unit #	Sex	Race	Street
01	F	B	104 MACAW LN	02	M	B	942 BOULEVARD RD
Birth Date		City, State, & Zip		Birth Date		City, State, & Zip	
11-03-1958		LEXINGTON SC 290737873		08-09-1986		SUMTER SC 291537705	
State		Driver's License #		State		Driver's License #	
SC		003814007		SC		10D435254	
		Insurance Company				Insurance Company	
		LIBERTY MUTUAL				PROGRESSIVE	
Year	Body	Vehicle Make	VIN #	Year	Body	Vehicle Make	VIN #
2012	4S	HOND	JHMGE8H57CC010768	2004	SU	CADI	1GYEE637840164468
State		License Plate #		State		License Plate #	
SC		2017 LML475		SC		2017 LFN288	
Home Telephone		Owner's Full Name		Home Telephone		Owner's Full Name	
803: 3580127		COURAM GLENDA RENE		803: 2387851		BROWN BRANDON SENTELL	
Bus. Telephone		Street		Bus. Telephone		Street	
		104 MACAW LN				942 BOULEVARD RD	
Contributed To Collision		City, State, & Zip		Contributed To Collision		City, State, & Zip	
Yes (No)		LEXINGTON SC 290737873		Yes (No)		SUMTER SC 291537705	

E-966756		Driver/Pedestrian's Full Name TIDWELL SHERWOOD FROST		State		Year		License Plate #		Owner's D.L. #	
03		M W		SC		2015		AVV780		008118226	
Birth Date		City, State, & Zip		Home Telephone		Owner's Full Name		Street		City, State, & Zip	
01-28-1957		COLUMBIA SC 292233609		(803) 4791391		TIDWELL SHERWOOD FROST				1778 MORNINGLO LN COLUMBIA SC 292233609	
State		Driver's License #		Contributed To Collision		City, State, & Zip		Insurance Information for Unit #		02	
SC		008118226		No		COLUMBIA		Company Name		Area Code/Phone Number	
		Insurance Company						PROGRESSIVE			
		NATIONWIDE						Agency Name		Policy Number	
										905416935	
Year		Body		Vehicle Make		VIN #		Company Name		Area Code/Phone Number	
2014		VN		NISS		1N6BF0KL2EN107525		NATIONWIDE			
State		License Plate #		Owner's D.L. #		Agency Name		Policy Number		Area Code/Phone Number	
SC		2017 LML475		008118226		NATIONWIDE		6823745			

All Units Insurance Information (To be completed by investigating officer)			
Accident Insurance Information for Unit # 01		Accident Insurance Information for Unit # 03	
Company Name	Area Code/Phone Number	Company Name	Area Code/Phone Number
LIBERTY MUTUAL	()	NATIONWIDE	()
Agency Name	Policy Number	Agency Name	Policy Number
	A0525822624051		6823745

Notice of Requirement Accepted		Signature		Y/N Refused to Affirm Signature?	
				Y/N	
To Be Completed Below or Entered at WWW.SC-AJUR.COM by insurance company representative. This form should not be mailed to DMV if insurance information has been submitted electronically.				The information as contained herein is true and correct to the best of my knowledge and belief as a representative of the insurance company and no warranty of liability is imputed into the above listed herein.	
Reference to Unit #: _____ I hereby affirm that to the best of my knowledge the vehicle described above was insured by the before stated insurance company on the date of the collision.				I affirm upon my knowledge and belief as a representative of the insurance company and no warranty of liability is imputed into the above listed herein.	
Insurance Company		Policy #		Signature	
Beginning Date		Ending 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	
<input type="checkbox"/>	Check here if a Form SR-22, Fleet policy of 3 or more vehicles is on file with the Department of Motor Vehicles covering the vehicle.	No FR-10 Issued to Operator/Owner of Unit #:	
<input type="checkbox"/>	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-_____.	Summons Issued to:	
<input type="checkbox"/>	Check here if liability insurance was not in effect to comply with South Carolina statutory requirements.	For operating or allowing the operation of an uninsured vehicle	
Signature		Summons Number	
Date		Signature	
Investigating Officer's Name		Internal Agency Code	
Rank	Badge #	Code	Date
Receiver's Name		Rank	

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

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,

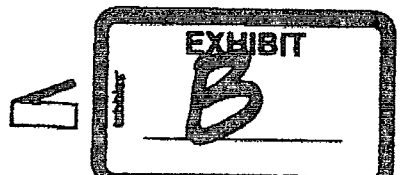
Defendant.

OFFER OF JUDGMENT

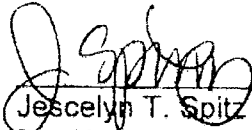
FILED
FEB 16 PM 4:21
JANETTE W. HOBBS
C.C.P. & G.S.

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.



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:

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

**ORDER GRANTING PLAINTIFF'S
MOTION FOR PARTIAL SUMMARY
JUDGMENT ON THE ISSUE OF
LIABILITY**

2017 JUN -1 AM 11:09

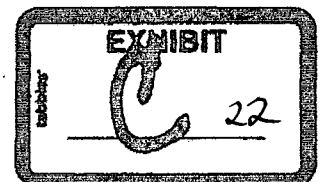
This matter is before the Court on Plaintiff's Motion for Full and/or Partial Summary Judgment. A hearing was conducted before me on April 27, 2017.

INTRODUCTION

This case involves a motor vehicle accident that occurred on September 18, 2015, on I-20 in or near Columbia, South Carolina. The accident involved three vehicles. The Defendant, Sherwood Tidwell, was operating a vehicle that came into contact with the rear of a vehicle being operated by Brandon Brown. Mr. Brown's vehicle then came into contact with the rear of the vehicle being operated by the Plaintiff, Glenda Couram.

SUMMARY JUDGMENT STANDARD

Pursuant to South Carolina Rule of Civil Procedure 56(c), summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. E.g., Burriss v. Anderson County Bd. of Educ.,



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

Plaintiff is claiming injuries that are unrelated to the accident.

While 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 this 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 care.

CONCLUSION

NOW THEREFORE, the Plaintiff's Motion for Partial Summary Judgment on the Issue of Liability is GRANTED and the Plaintiff's Motion for Full Summary Judgment is DENIED.

AND IT IS SO ORDERED this 1 day of June, 2017.



The Honorable Robert E. Hood
Court of Common Pleas
Fifth Judicial Circuit

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2016CP4002350

Glenda Couram

Sherwood Tidwell

PLAINTIFF(S)

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. Non Suit); 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

Jesselyn 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

Exhibit B

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Glenda R. Couram,

Plaintiff,

v.

Sherwood Tidwell,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

Civil Action No. 2016-CP-40-02350

VERDICT FORM

1. Do you, the jury, unanimously find that Plaintiff Glenda R. Couram suffered damages?

Yes

OR

No

If the answer to Question 1 is yes, proceed to Question 2.

If the answer to Question 1 is no, stop and deliberate no further.

2. Do you, the jury, unanimously find that the damages suffered by Plaintiff Glenda R. Couram were proximately caused by the conduct of Defendant Sherwood Tidwell?

Yes

OR

No

If the answer to Question 2 is yes, proceed to Question 3.

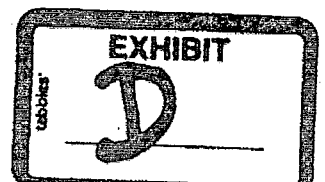
If the answer to Question 2 is no, stop and deliberate no further.

3. We, the jury, unanimously award Plaintiff Glenda R. Couram damages in the amount of

\$ 1,000.⁰⁰

Andra E. Wellbe
Jury Foreperson

June 16, 2017
Columbia, South Carolina.



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 Svc., LLC,
Sherwood Tidwell, Owner,

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

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

CERTIFICATE OF SERVICE

2017 JUL 14 AM 10:26
JEANETTE W. McBRIDE
C.C.P. & G.S.

RICHLAND COUNTY
FILED

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 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 12th 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 12, 2017
Columbia, South Carolina.

STATE OF SOUTH CAROLINA)

COUNTY OF RICHLAND)

Glenda R. Couram)
 Plaintiff)

v.)

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

Defendant.)

IN THE COURT OF COMMON PLEAS

CASE NO.
2017-CP-40-04048

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Plaintiff's Attorney: Glenda R. Couram, pro se
Address: 104 Macaw Lane, Lexington, SC 29073
phone: 803-358-0127 fax:
e-mail: grcouram@hotmail.com other:

Defendant's Attorney: J.R. Murphy, Esquire
Address: P.O. Box 6648, Columbia, SC 29260
phone: 803-782-4100 fax: 803-782-4140
e-mail: jrmurphy@murphygrantland.com other:

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

SECTION I: Hearing Information


Nature of Motion: Amended Motion to Dismiss

Estimated Time Needed: 30 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

JEANETTE WOODS
 C.P. & T.S.
 2017 AUG 28 PM 2:30
 RICHLAND COUNTY
 FILED
 August 24, 2017
 Date submitted

SECTION III: Motion Fee

- PAID -- AMOUNT: \$25.00
- EXEMPT:
 - Rule to Show Cause in Child or Spousal Support
 - (check reason) Domestic Abuse or Abuse and Neglect
 - Indigent Status State Agency v. Indigent Party
 - Sexually Violent Predator Act Post-Conviction Relief
 - Motion for Stay in Bankruptcy
 - Motion for Publication Motion for Execution (Rule 69, SCRPC)
 - Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
- Name of Court Reporter: _____
- Other: _____

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
- Other: _____

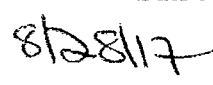
JUDGE _____

CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: 

Date Filed: _____



- MOTION FEE COLLECTED: _____
- CONTESTED - AMOUNT DUE: _____

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

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 MOTION TO DISMISS
AND MOTION FOR SANCTIONS
AGAINST PLAINTIFF**

RICHLAND COUNTY
FILED
AUG 28 PM 2:40
JAMES W. MCNEIL
CLERK, P. & G.S.

Pursuant to Rule 12(b)(6), SCRPC, Defendants Nationwide Mutual Insurance Company ("Nationwide") and Titan Indemnity Company ("Titan") hereby respectfully move before this Court to dismiss Plaintiff Glenda R. Couram's Complaint against them with prejudice. In the alternative to dismissing Plaintiff's claims against them, these Defendants move for the following relief: (1) pursuant to Rule 12(f), SCRPC, to strike the Plaintiff's prayer for attorney's fees; (2) pursuant to Rule 20, to sever Plaintiff's claims against these Defendants from her claims against the other Defendant; and (3) and for dismissal of Nationwide as a Defendant. Pursuant to Rule 11, SCRPC, and South Carolina Code § 15-36-10(A)(4), these Defendants also move for sanctions against the Plaintiff. The grounds for this Motion are set forth below and the basis for this Motion will be more fully set forth in a memorandum of law. This Motion will also be supplemented and supported by such affidavits, depositions, discovery responses, and such other documents as appropriate. In sum, the Plaintiff's Complaint should be dismissed as to Nationwide and Titan because:

(1) The Plaintiff's Complaint – which includes two (2) causes of action against Nationwide and Titan– should be dismissed under Rule 12(b)(6), SCRCPP, 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

¹Plaintiff 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).

furtherance of a conspiracy beyond the acts alleged under her other claims within the Complaint; and (b) Plaintiff has not alleged that the defendants conspired for the primary purpose or objective of injuring the Plaintiff. In addition, Plaintiff has pled special damages that have no causal connection to the alleged acts of defendants, including, but not limited to: "grooming and vet fees", potential default on a student loan, lost medical insurance, loss of pension, and loss of home.

In the alternative, Plaintiff's prayer for attorney's fees should be stricken because attorney's fees are not allowed under the common law of South Carolina for any of the causes of action alleged.

In the alternative, Nationwide should be dismissed as a defendant from this suit because Nationwide did not issue the policy of insurance to Defendant Tidwell. (See Ex. A, Policy Declarations Page).

In the alternative, Plaintiff's claims against Nationwide and Titan should be severed from her claims against the other Defendants because such claims are improperly joined pursuant to Rule 20, SCRPC. Her claims against the insurer Defendants and other Defendants do not arise out of the same transaction or occurrence.

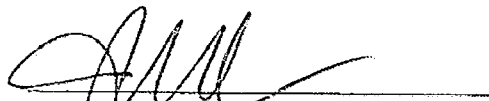
Additionally, Defendants Nationwide and Titan respectfully request that this Court sanction Plaintiff for frivolous civil proceedings pursuant to section 15-36-10(A)(4) of the South Carolina Code and/or Rule 11, SCRPC. Plaintiff respectfully requests that this Court issue against Plaintiff monetary sanctions and/or an *Assa'ad-Faltas* Order², given her long history of *pro se*, vexatious litigation.

² In *City of Columbia v. Assa'ad-Faltas*, the South Carolina Supreme Court upheld a circuit court order that restricted the appellant's ability to appear or submit filings in a *pro se* capacity, 420 S.C. 28, 49, 800 S.E.2d 782, 792 (2017). The Court found that the circuit court's order was proportionate to the appellant's behavior in harassing and burdening the courts and in wasting judicial resources by filing multiple frivolous lawsuits, pleadings, and motions as a *pro se* litigant. *Id.* Likewise, Plaintiff has brought at least seven unsuccessful lawsuits in the past eight years against various individuals. See, e.g. *Couram v. S.C. Dep't of Motor Vehicles*, No. CIV. A 3:10-

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.

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2017 AUG 28 PM 2:30
JEANNETTE W. BOONIE
C.C.P. & C.

I, the undersigned employee of the law offices of Murphy & Grantland, P.A., Attorneys
for Defendant, do hereby certify that on August 25, 2017, I have served a copy of the foregoing

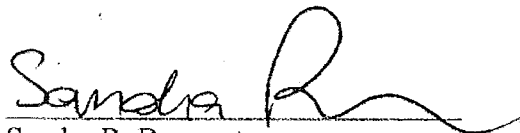
Amended Motion to Dismiss in connection with the above-referenced case placing same in the

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

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, LLC¹)
 Sherwood F. Tidwell, Owner/Oper./Agent)
 #30530 and Beatrice Tyree Tidwell)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOR THE FIFTH JUDICIAL CIRCUIT
 CASE NO.: 2017-CP-40-04048

2017 SEP - 1 AM 10:09
 C.C.P. # 68

JURY TRIAL DEMANDED

RESPONSE TO DEFENDANTS' AMENDED MOTION TO DISMISS

Now comes the Plaintiff in response to Defendants' Nationwide Mutual Insurance Company's and Titan Indemnity Insurance Company.

1. Plaintiff had previously responded to this Motion on or about August 20, 2017 and is assuming this is a Amended Motion to Dismiss that asks for Sanctions for pro se exercising her civil rights and filing a complaint in the Courts of the United States of American and *seeking justice* which is the purpose of the courts instead of taking the matter into her own hands which is not the law of the land; dismissal pursuant to Rule 12(f), SCRPC, to strike Plaintiff's prayer for attorney fees; pursuant to Rule 20 to severe Plaintiff's claims against the other defendants; and 3) dismissal of Nationwide as a Defendant.

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

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, ridicule² 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 honesty. 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). A language or behaviour intended to humiliate or mock; derision, *v. (tr)* to make fun of, mock, or deride

5. When the plaintiff filed the legal action after asking to settle for 23K and then being denied they decided to offer more. The who effort plaintiff put forth was to prevent filing an action and then sending letter to settle was to prevent filing in the courts and to have them make a final offer of 15K was just unconscionable. Then when the mediation took place the attorney and representative refused to go over 20k in 45 minutes of negotiations after plaintiff asked for 60k and was willing to negotiate once again.
6. There was no justice in this matter the judge was known to Matthews, he was in the courtroom where he had absolutely no need to be except to cause harm to this plaintiff and the attorney for Nationwide and Titan conspiracy with him to cause that harm. For example, at one point in the trial when the plaintiff was told she could enter her medical bills and damages to the jury the judge suddenly changed her mind – could that have been because of *silent signals* between Matthews and the Judge³ who was just appoint in 2015 and prior to that appointment worked for his law firm..... The word to describe what happen is a court that was a means of humiliation to the pro se and was not a court that was interested in justice.
7. Given that one example, the question under a *Motion to Dismiss* is can the plaintiff win on any grounds and the answer is yes which make this a matter for a jury and not subject to dismiss.

³ The Role of the Courts - The justice system is the mechanism that upholds the rule of law. Our courts provide a forum to resolve disputes and to test and enforce laws in a fair and rational manner. The courts are an impartial forum, and judges are free to apply the law without regard to the government's wishes or the weight of public opinion. Court decisions are based on what the law says and what the evidence proves; there is no place in the courts for suspicion, bias or favouritism. This is why justice is often symbolized as a blindfolded figure balancing a set of scales, oblivious to anything that could detract from the pursuit of an outcome that is just and fair.

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

present evidence in a trial court as to if these claims can be proven – dismissing is not appropriate at this stage.

10. As to Plaintiff claims for civil conspiracy – there has been more than enough alleged that would allow this claims to go forward to a jury, including notice of special damages. It is the plaintiff's understanding that special damages are immediate damages, I cannot take my dog to grooming and to the vet as needed which I was able to do prior to this accident and care she was used to the conspiracy actions of the defendants, has cost me to use my retirement to pay bills and to hang on to my house for as long as I have been able to, loss of pension, loss of having my student loan paid by working for a public agency I lost because of loss of my job and now I live in fear of billing for 400 a months to pay without defaulting; I lost medical insurance; life insurance and I live in fear of phones calls from creditor, lose of my home and having to use all my savings as a result of loss of my job – special damages have been alleged – out of pocket cost, my credit is ruined after I spent years after the bankruptcy building it up – immediate loss and damages.
11. If attorney fees are not allowed then they are not allowed.
12. Nationwide is the parent company of Titian Indemity.
13. Plaintiff in all humbleness as a pro se *does not* see how SCRCP 20 disallow this actions against all defendants named.
14. Request for Sanctions:
15. These defendants are taking what they had read from or been told by Matthews when they speak of the plaintiff being a vexatious litigant and in call the plaintiff's legal actions filed a being frivolous.

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

22. Nor has she filed any frivolous claims or meritless⁴ claims (not winning in court does not make a claim frivolous, this pro se invite the defendants outside - of Mr. Matthews and Judge Newman and the courts to read those cases and declare them as frivolous, in this pro se case the cases were not without merit she just did not have an attorney. If she had, Judge Newman would have disclosed her relationship with Matthews and or rescued herself. In the cases involving SCDMV – the courts decided that a pro se litigant was not going to prevail against a state agency or a learned attorney example Matthews meeting with Judge Barber without the plaintiff being present; another example, Matthews never filing an answer to the 2015 complaint in the federal court or in the state court after remand, his adding to a motion to dismiss despite a ruling by the South Carolina Supreme Court. See *Limehouse v Hulsey*, 744 S.E.2d 566 404, S.C. 93 (2013), speaking on timeline to file an answer after remand from Federal Court. Also, what appears to be a violation of amending a Dismissed Motion to Dismiss after remand from federal court.

23. There are other examples of the injustice to this pro se - when each case this pro se reads state that the *courts are there to see justice done* for all not just a few.
SCRCP Rule 11 – There is absolutely no basis for the calling of sanctions by each of the defendants in this matter and because have done so “illegally” the only sanctions that should be granted is against them for asking for sanctions were there is no basis or reason to do so.

⁴ The Plaintiff in a case that sits in the Supreme Court at the time of this writing filed a case against those who wanted her land *Couram v Hooker*, etc., she provided all the evidence did everything right -- one defense made was that the survey company was a prominent company in South Carolina and well as the Owner of the Company, etc. the court granted a directed verdict despite the well established rules on granting directed verdicts. The case against Time Warner Cable they trespassed and took land and lied in a court of law do you how I learned of filing a Motion to Reconsider it was from there attorney who thought she had lost.

IN CONCLUSION

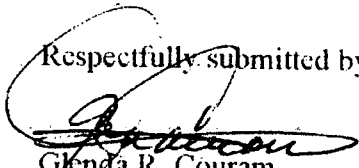
- A. The defendants has provided no basis for sanctions and should be themselves sanctioned for frivolous asking for sanctions against this pro se because an attorney Matthews has determine her a vexatious litigant.
- B. The court should grant summary judgment in favor of the plaintiff in this matter. 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

not done by all defendants named in this action intentionally or not, by authority or not with knowledge or not because their goal was to pay as little as possible and as much as possible despite the evidence they had outside the jury or the trial court. Because this pro se did all she could to mitigate damages and to act with integrity.

G. The question should be asked if this litigant was not pro se would these motions to dismiss have been filed and the requests made.

H. And all other relief deemed appropriate by this court.

Respectfully submitted by:



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

Dated this 28th day of August 2017
Lexington County, South Carolina

CERTIFICATE OF SERVICE

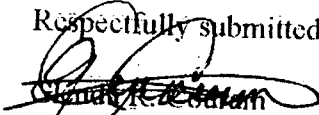
I, Glenda Couram, pro se, hereby certify that I mailed and or served copy(ies) of the Plaintiff's Response to the Defendants' Amended Motion to Dismiss on all the attorneys of record including pro se litigant as named and addressed below by depositing the same in the United States mail with adequate postage attached on this 28th, day of August 2017.

J.R. Murphy, Esquire
Murphy & Grantland, P.A.
4406-B Forest Drive (29206)
P.O. Box 6648
Columbia, SC 29260

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

Eugene Matthews, Esquire
Acting Pro se
Richardson Plowden & Robinson
1900 Barnwell Street
Columbia, SC 29201

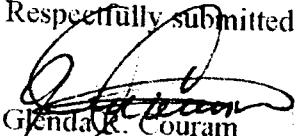
Respectfully submitted by:


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

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 28th day of August 2017
Lexington County, South Carolina

2017 SEP -1 AM 10:08
LEXINGTON COUNTY, SOUTH CAROLINA
COURT CLERK'S OFFICE

ADDENDUM

In *Clear Water Partners, LLC v. Benson*, No. E2016-00442-COA-R3-CV (Tenn. Ct. App. Jan. 26, 2017), the Court of Appeals reversed dismissal of a claim for intentional interference with business relationships and civil conspiracy.

Civil Conspiracy - The Court of Appeals first looked at plaintiff's civil conspiracy claim. Some of the defendants moved to dismiss this claim based on the argument that the complaint "included no specific factual allegations... about any of these individuals." The Court pointed out, though, that "[i]f a conspiracy is proven, each conspirator is liable for his or her co-conspirators' wrongful acts and for the damages resulting to the plaintiff." (internal citation omitted).

Here, the Court noted the alleged wrongful acts committed by some of the individual defendants while opposing plaintiff's development. The Court found that "[a] review of the complaint reveals that [plaintiff] alleged the Defendants acted with a common design to interfere with [plaintiff's] contracts and business relationships." The Court held that plaintiff "*articulated overt* acts by the Defendants to support its claim for civil conspiracy against the Defendants so long as we find [plaintiff's] predicate act(s) were sufficient to withstand the Defendants' motion to dismiss."

August 28, 2017

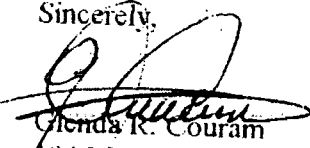
Clerk of Court
Richland County Court of Common Pleas
1701 Main Street, Room 223
Post Office Box 192
Columbia, SC 29202-0192

RE: Glenda Couram v Nationwide Insurance, Titan Indemnity, Eugene H. Matthews and
dba Sherwood's Plumbing Services, LLC (Sherwood Tidwell, Owner/Operator/Agent)
and Beatrice Sherwood
Case No.: 2017-CP-40-04048
Insurance Claim No.: 576642-GF

Dear Clerk of Court:

Please find enclosed the timely filed Response to each Defendants' Motion to Dismiss.
Also attached is the Consent Order Removing a Party.

Sincerely,


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

Enclosures

/grc

c: Jescelyn T. Spitz, Esquire
Eugene H. Matthews, Esquire, *Pro Se*
J.R. Murphy, Esquire

**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
FEB 11 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

**AMENDED
CERTIFICATE OF COUNSEL**

The undersigned hereby certifies that the Amended *Record on Appeal* contains probable missing documents requested by any party and not any other material pursuant to Rule 238 and Rule 210 SCACR

Respectfully submitted by,

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

February 8, 2019
Lexington, South Carolina