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THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

J. Cordell Maddox, Circuit Court Judge

Case No. 2013-CP-23-05424

**RECEIVED**

FEB 21 2019

SC Court of Appeals

Shadia Hewitt,..... Respondent,

v.

The Shaw Corporation d/b/a Shaw's Pharmacy and Charles  
Cleburn Turner,..... Defendants,

Of which The Shaw Corporation d/b/a Shaw's Pharmacy is the..... Appellant.

**MOTION FOR STAY OF APPEAL  
PENDING COMPLETION OF SETTLEMENT**

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John T. Merrell, Esq. (SC Bar No. 74937)  
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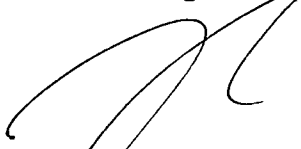
Attorneys for Appellant,  
The Shaw Corporation d/b/a Shaw's Pharmacy

COMES NOW, Appellant The Shaw Corporation d/b/a Shaw's Pharmacy, and moves the Court for the relief requested below. In support of this Motion, Appellant would show as follows:

1. The parties have agreed to the monetary terms of a settlement agreement to resolve this case and anticipate entering into a written settlement agreement in this case in the very near future.
2. The terms of the settlement include the requirement that the Appellant pay to the Respondent a set amount of money ("settlement amount").
3. The parties' agreement includes a payment plan under which Appellant is to pay the settlement amount in five equal monthly installments.
4. Appellant requests the Court stay the remaining deadlines in this appeal, beginning with the February 25, 2019, deadline for filing the Record on Appeal, until the terms of the proposed settlement agreement are performed by the payment of the settlement amount over five months.
5. Appellant submits that it is in the interest of judicial economy to stay the case in light of the parties' settlement agreement.
6. If the Court stays the appeal, Appellant will immediately move to dismiss the appeal once the settlement amount is paid in full and the terms of the settlement agreement are otherwise complied with and completed.
7. If the Court stays the appeal, and the settlement efforts are unsuccessful – which Appellant considers highly unlikely – Appellant will immediately notify the Court and comply with any new deadlines that the Court establishes.

Based on the foregoing, Appellant respectfully requests that the Court enter an order staying this appeal pending completion of the terms of the settlement agreement over the next several months.

February 21, 2018



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Attorneys for Appellant,  
The Shaw Corporation d/b/a Shaw's Pharmacy

Other Counsel of Record:  
W. Benjamin McClain, Jr. Esq.

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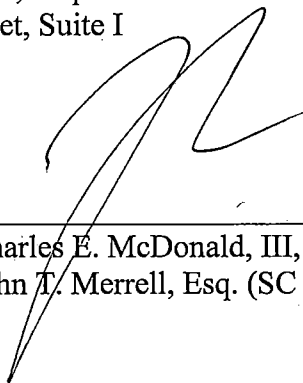
Of which The Shaw Corporation d/b/a Shaw's Pharmacy is the.....Appellant.

**PROOF OF SERVICE**

I certify that I have served the Motion for Stay of Appeal Pending Completion of Settlement by sending to her attorney of record a copy of the same via first class mail, properly addressed, postage prepaid at the following address:

W. Benjamin McClain, Jr., Esq.  
1300 E. Washington Street, Suite I  
Greenville, SC 29607

February 21, 2018

  
\_\_\_\_\_  
Charles E. McDonald, III, Esq. (SC Bar No. 9612)  
John T. Merrell, Esq. (SC Bar No. 74937)

# Ogletree Deakins

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February 20, 2019

**VIA FEDEX**

The Honorable Jenny Abbott Kitchings  
Clerk of Court  
South Carolina Court of Appeals  
1220 Senate Street  
Columbia, South Carolina 29201

Re: *Shadia Hewitt v. The Shaw Corporation*  
Case No. 2018-001603

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SC Court of Appeals

Dear Ms. Kitchings:

Please find enclosed for filing the original and seven copies of Motion for Stay of Appeal Pending Completion of Settlement and Proof of Service. Please accept these documents for filing and return one time-stamped copy in the self-addressed, stamped envelope provided.

A copy of these filings is being served on Respondent's counsel Ward Benjamin McClain, Jr. on February 21, 2019

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

John T. Merrell  
Post Office Box 2757  
Greenville, SC 29601  
864-271-1300  
Attorney for Appellant

cc: Ward Benjamin McClain, Jr. (w/encl.)

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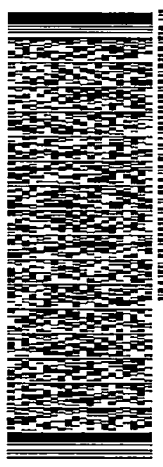
ORIGIN ID:LOKA (864) 271-1300  
 ROBERT E. COGGINS  
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