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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENWOOD COUNTY
Court of Common Pleas

Frank R. Addy, Jr. Circuit Court Judge

Appellate Case No. 2021-000286

ROCK CREEK CAPITAL, LLC,

Respondent,

v.

TYNISAH BROWN,

Appellants.

AGREED DISMISSAL OF APPEAL

Respondent Rock Creek Capital, LLC and Appellant Tynisha Brown jointly request that this Court enter an order dismissing this appeal and requests that the Court take the following action, as agreed to by the parties: Remand this matter to the lower court with instructions to vacate the judgment enrolled in Civil Action 2019-CP-24-00951 and thereafter dismiss the case with prejudice.

WE SO MOVE AND CONSENT:

CLARKSON & HALE, LLC

/s/ Eric C. Hale

Eric C. Hale, Esq. (SC Bar # 71768)

Attorney for Respondent

P.O. Box 287

Columbia, SC 29202

803-602-0789

eric.hale@clarksonlawllc.com

SOUTH CAROLINA LEGAL SERVICES

/s/ Rick Faulks

Rick Faulks, Esq. (SC Bar #103628)

Attorney for Appellant

316 W. Cambridge Ave.

Greenwood, SC 29646

864-223-4879

rickfaulks@sclegal.org

August 19, 2021

Columbia, South Carolina

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made this 19th day of August 2021, by and between Tynisha Brown (“Defendant”) and Rock Creek Capital, LLC (“Plaintiff”) (collectively the “Parties”),

WHEREAS, Defendant allegedly incurred certain debt related to a SC Student Loan Corporation account identified by account number 881194095 (the “Debt”) and Rock Creek Capital, LLC’s reference number 8574 (the “Account”),

WHEREAS, Plaintiff has filed a complaint entitled, *Rock Creek Capital, LLC v. Tynisha Brown*, Case No. 2019-CP-24-00951 in the Circuit Court of Greenwood County, in the state of South Carolina (the “Action”), and Defendant has filed an Answer to the same (the “Answer”)

WHEREAS, Plaintiff was awarded judgment by the trial court in the Action (the “Judgment”) and Defendant filed an Appeal from said award the Judgment (the “Appeal”); and

WHEREAS, the Parties hereto desire to compromise, settle, and release any and all claims arising out of and relating to the Account, the Action, or the Appeal.

NOW THEREFORE in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Vacating Judgment and Dismissal of Action. The Parties shall join in requesting the dismissal Appellate Case No. 2021-000286. Once the aforementioned appeal is dismissed, the parties shall join in requesting that the Judgment be vacated and the Action be dismissed with prejudice. Each party shall bear its own costs and fees.

2. Release by Defendant. In consideration of the promises contained herein and the relinquishment of her legal rights regarding any claims arising out of or related to the Action, the Answer, the Debt, and the Account, Defendant, herself, her heirs, successors, legal representatives and assigns, do hereby release, acquit and forever discharge Plaintiff and all of its affiliates, parents and/or subsidiary corporations including, without limitation, its representative managing partners, officers, directors, shareholders, employees, agents, assigns, successors, servants, insurers, and representatives (including attorneys), together with any and all other persons, Firms and/or corporations who are or might be liable (collectively, the “Plaintiff Released Parties”), from any and all claims, liabilities, demands, suits, and causes of action of every nature and kind, whether vested or contingent, accrued or unaccrued, known or unknown, in law or in equity, matured or unmatured, whether or not such claims were or could have been brought or raised in the Action, or as a result of any sale, assignment, or transfer of or collection activities related to the Debt and/or the Account, including without limiting the generality of the foregoing, those claims expressly raised in the Action, those arising out of or relating to the facts, circumstances, or occurrences surrounding the above-mentioned Action, and those arising out of, relating to or resulting from the facts, circumstances, or occurrences concerning the Debt and Account. It is specifically understood that this Agreement shall be applicable solely to the Account referenced above, and will not apply to any other accounts currently owned or hereafter acquired by Plaintiff.

3. Release by Plaintiff. In consideration of the promises contained herein and the relinquishment of its legal rights regarding any claims arising out of or related to the Action, the Answer, the Account or the Debt, Plaintiff, itself, and all of its parents and/or subsidiary corporations including, without limitation, its representative managing partners, officers, directors, employees, agents, assigns, successors, servants and representatives (including attorneys), do hereby release, acquit and forever discharge Defendant and all of her agents, assigns, successors, servants and representatives (including attorneys), together with any and all other persons who are or might be liable (collectively, the “Defendant Released Parties”), from any and all claims, liabilities, demands, suits and causes of action of every nature and kind, whether vested or contingent, accrued or unaccrued, known or unknown, in law or in equity, matured or unmatured, whether or not such claims were or could have been brought or raised in the Action. In addition, by operation of this Agreement, Plaintiff hereby represents that it will not effectuate any future transfer, assignment, sale, trading, reaging, renaming, renumbering or any other conveyance of or activity relating to the Account. It is specifically understood that this Agreement shall be applicable solely to the Account referenced above, and will not apply to any other accounts currently owned or hereafter acquired by Plaintiff.

4. Representation of Ownership. Plaintiff verifies it owns the Debt and Account and is vested with full authority to enter into the agreement and release Defendant and that no other entity has an interest in the same at this time.

5. Denial of Liability. It is expressly understood and agreed to by and among the undersigned hereto that by entering into this Agreement, none of the undersigned hereto admit the truth of the allegations made by any other party, and this is a compromise of a disputed claim, which should not be construed as an admission of liability on the part of any party.

6. Tax Considerations. The Parties make no representations regarding tax consequences, if any, pursuant to this Agreement.

7. Assigns and Successors-in-Interest. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the undersigned hereto.

8. Agreement Fully Read and Understood. This Agreement has been carefully read by the undersigned and the contents are known and understood by the undersigned. The recitals stated above are incorporated herein by reference. The undersigned have each received independent legal advice from the attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement. Prior to execution of this Agreement by each party, the undersigned’s attorneys reviewed the Agreement, and the undersigned acknowledge that they have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

9. Applicable Law. The existence, validity, construction and operation of this Agreement, and all of its covenants, agreements, representations, warranties, terms, and conditions, shall be determined in accordance with the laws of the State of South Carolina.

10. Entire Agreement. This Agreement sets forth the entire agreement between the undersigned, and fully supersedes any and all prior and/or contemporaneous agreements or understandings between the undersigned, which pertain to the subject matter hereof. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any judicial proceeding involving this Agreement.

11. Modification. This Agreement may be modified, but only if the modification is in writing and signed by the undersigned to this Agreement.

12. Severability. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement.

13. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures may be accepted as originals.

14. Mutual Drafting. This Agreement is the product of negotiations "at arms length" between the undersigned, both of whom are represented by counsel. As such, the terms of this Agreement is mutually agreed-upon, and no part of this Agreement will be construed against the drafter.

[Tynisha Brown]

[Rock Creek Capital, LLC]

By: Tynisha Brown

By: _____

Name: _____

Title: AUTHORIZED REPRESENTATIVE

Date: 9/7/21

Date: _____

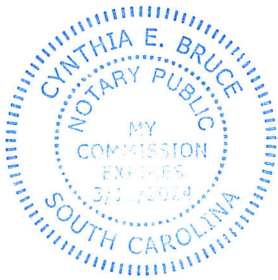
NOTARIAL CERTIFICATE

STATE OF South Carolina
COUNTY OF Greenwood

Subscribed and sworn to (or affirmed) before me on this 7th day of September,
2021, by Tynisha Brown, proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Seal

Cynthia E. Bruce
Signature



SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is made this 19th day of August 2021, by and between Tynisha Brown ("Defendant") and Rock Creek Capital, LLC ("Plaintiff") (collectively the "Parties"),

WHEREAS, Defendant allegedly incurred certain debt related to a SC Student Loan Corporation account identified by account number 881194095 (the "Debt") and Rock Creek Capital, LLC's reference number 8574 (the "Account"),

WHEREAS, Plaintiff has filed a complaint entitled, *Rock Creek Capital, LLC v. Tynisha Brown*, Case No. 2019-CP-24-00951 in the Circuit Court of Greenwood County, in the state of South Carolina (the "Action"), and Defendant has filed an Answer to the same (the "Answer")

WHEREAS, Plaintiff was awarded judgment by the trial court in the Action (the "Judgment") and Defendant filed an Appeal from said award the Judgment (the "Appeal"); and

WHEREAS, the Parties hereto desire to compromise, settle, and release any and all claims arising out of and relating to the Account, the Action, or the Appeal.

NOW THEREFORE in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Vacating Judgment and Dismissal of Action. The Parties shall join in requesting the dismissal Appellate Case No. 2021-000286. Once the aforementioned appeal is dismissed, the parties shall join in requesting that the Judgment be vacated and the Action be dismissed with prejudice. Each party shall bear its own costs and fees.

2. Release by Defendant. In consideration of the promises contained herein and the relinquishment of her legal rights regarding any claims arising out of or related to the Action, the Answer, the Debt, and the Account, Defendant, herself, her heirs, successors, legal representatives and assigns, do hereby release, acquit and forever discharge Plaintiff and all of its affiliates, parents and/or subsidiary corporations including, without limitation, its representative managing partners, officers, directors, shareholders, employees, agents, assigns, successors, servants, insurers, and representatives (including attorneys), together with any and all other persons, Firms and/or corporations who are or might be liable (collectively, the "Plaintiff Released Parties"), from any and all claims, liabilities, demands, suits, and causes of action of every nature and kind, whether vested or contingent, accrued or unaccrued, known or unknown, in law or in equity, matured or unmatured, whether or not such claims were or could have been brought or raised in the Action, or as a result of any sale, assignment, or transfer of or collection activities related to the Debt and/or the Account, including without limiting the generality of the foregoing, those claims expressly raised in the Action, those arising out of or relating to the facts, circumstances, or occurrences surrounding the above-mentioned Action, and those arising out of, relating to or resulting from the facts, circumstances, or occurrences concerning the Debt and Account. It is specifically understood that this Agreement shall be applicable solely to the

Account referenced above, and will not apply to any other accounts currently owned or hereafter acquired by Plaintiff.

3. Release by Plaintiff. In consideration of the promises contained herein and the relinquishment of its legal rights regarding any claims arising out of or related to the Action, the Answer, the Account or the Debt, Plaintiff, itself, and all of its parents and/or subsidiary corporations including, without limitation, its representative managing partners, officers, directors, employees, agents, assigns, successors, servants and representatives (including attorneys), do hereby release, acquit and forever discharge Defendant and all of her agents, assigns, successors, servants and representatives (including attorneys), together with any and all other persons who are or might be liable (collectively, the "Defendant Released Parties"), from any and all claims, liabilities, demands, suits and causes of action of every nature and kind, whether vested or contingent, accrued or unaccrued, known or unknown, in law or in equity, matured or unmatured, whether or not such claims were or could have been brought or raised in the Action. In addition, by operation of this Agreement, Plaintiff hereby represents that it will not effectuate any future transfer, assignment, sale, trading, reaging, renaming, renumbering or any other conveyance of or activity relating to the Account. It is specifically understood that this Agreement shall be applicable solely to the Account referenced above, and will not apply to any other accounts currently owned or hereafter acquired by Plaintiff.

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8. Agreement Fully Read and Understood. This Agreement has been carefully read by the undersigned and the contents are known and understood by the undersigned. The recitals stated above are incorporated herein by reference. The undersigned have each received independent legal advice from the attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement. Prior to execution of this Agreement by each party, the undersigned's attorneys reviewed the Agreement, and the undersigned acknowledge that they have executed this Agreement after independent investigation and without fraud, duress, or undue influence.

9. Applicable Law. The existence, validity, construction and operation of this Agreement, and all of its covenants, agreements, representations, warranties, terms, and conditions, shall be determined in accordance with the laws of the State of South Carolina.

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11. Modification. This Agreement may be modified, but only if the modification is in writing and signed by the undersigned to this Agreement.

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14. Mutual Drafting. This Agreement is the product of negotiations "at arms length" between the undersigned, both of whom are represented by counsel. As such, the terms of this Agreement is mutually agreed-upon, and no part of this Agreement will be construed against the drafter.

[Tynisha Brown]

By: _____

Date: _____

[Rock Creek Capital, LLC]

By: Chad Welch

Name: Chad Welch

Title: AUTHORIZED REPRESENTATIVE

Date: 9-7-21

NOTARIAL CERTIFICATE

STATE OF Texas)
COUNTY OF Tarrant)

Subscribed and sworn to (or affirmed) before me on this 2nd day of September,
2021, by Chad Welch, proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Seal

Lisha Allen
Signature

