

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON) FOR THE NINTH JUDICIAL CIRCUIT
) CIVIL ACTION NO: 2024-CP-10-_____

Adrian Lewis,

Plaintiff,

vs.

Marvin R. Pendarvis, Esquire, individually, and
Pendarvis Law, LLC,

Defendants.

SUMMONS
(Jury Trial Demanded)

TO THE DEFENDANTS ABOVE-NAMED:

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

Charleston, South Carolina
April 11, 2024

BLAND RICHTER, LLP
Attorneys for Plaintiff

s/Ronald L. Richter, Jr.

Ronald L. Richter, Jr. (SC Bar No. 66377)

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	CIVIL ACTION NO: 2024-CP-10-_____
Adrian Lewis,)	
)	
Plaintiff,)	COMPLAINT
)	(Jury Trial Demanded)
vs.)	
)	
Marvin R. Pendarvis, Esquire, individually, and)	
Pendarvis Law, LLC,)	
)	
Defendants.)	
)	

The Plaintiff, complaining of the conduct of the Defendants herein, alleges as follows:

PARTIES AND JURISDICTION

1. Plaintiff Adrian Lewis ("Adrian") is a citizen and resident of Dorchester County, South Carolina.
2. Defendant Marvin R. Pendarvis, Esquire ("Pendarvis") is a citizen and resident of Charleston County, South Carolina and at all times relevant hereto was a lawyer licensed to practice law in the State of South Carolina and the sole member and sole attorney of Defendant Pendarvis Law, LLC. He is also a member of the South Carolina House of Representatives and is the Representative of District 113.
3. Defendant Pendarvis Law, LLC ("PL") is a law firm organized as a South Carolina limited liability company and is located in Charleston County, South Carolina with its principal place of business being located at 8420 Dorchester Rd., Ste. 202, North Charleston, South Carolina 29420.
4. This Court has jurisdiction over the parties and subject matter of this action.

GENERAL FACTUAL BACKGROUND

5. All paragraphs stated above are incorporated herein as if realleged and restated in full verbatim.

6. Pendarvis was admitted to the South Carolina Bar on November 17, 2014.

7. Pendarvis was elected to the House of Representatives on November 7, 2017. He has represented District 113-Charleston continuously since that time and he is a member of the Legislative Oversight and Medical, Military, Public and Municipal Affairs Committees.

8. PL was organized on December 21, 2021, with the South Carolina Secretary of State.

9. At the time of his retention, Pendarvis was a rising star in South Carolina politics and a high-profile attorney who represented clients who had issues with law enforcement.

10. Adrian had an issue with law enforcement.

11. Adrian hired Pendarvis and PL to represent him in a civil action against the Dorchester County Sheriff's Department.

12. In a Complaint filed on July 3, 2021, Case No.: 2021-CP-18-01991, Adrian alleged that he was "unlawfully arrested" by the Dorchester County Sherriff's Office. (the Complaint is attached hereto as **Exhibit A**).

13. Specifically, Adrian had his 6-year-old daughter with him for a vacation at the Isle of Palms. He was not married to his daughter's mother, but he was getting married to a new partner in the near future. Adrian's daughter's mother was jealous that Adrian was getting married to a different woman.

14. According to the Complaint, there was **NO** Family Court Order concerning the custody of Adrian's daughter or when he could have her under his care, custody or control.

15. Adrian's daughter's mother called the Dorchester County Sherriff's Office and accused Adrian of kidnapping his own daughter.

16. In the absence of a court order granting custody of Adrian's daughter to her mother, Adrian could not have kidnapped his own child.

17. The Dorchester County Sherriff's Office called Adrian and he voluntarily and immediately returned home with his daughter and family to meet the police about the situation.

18. As soon as Adrian approached the numerous police officers at his home, they immediately arrested him without asking any questions regarding the legal custody of his daughter.

19. According to the Complaint, without conducting *ANY* investigation, much less a proper one, the Dorchester County Sherriff's Office negligently arrested Adrian in front of his family and without probable cause for kidnapping his own daughter.

20. The thought of Adrian's children watching him being taken away in handcuffs for a crime he did not commit along with the time he spent in jail for the same offense still brings Adrian to tears to this day. These factual allegations formed the basis of the false imprisonment, gross negligence, and negligent hiring, training, and supervision claims that were brought on Adrian's behalf against the Dorchester County Sheriff's Department under the South Carolina Tort Claims Act.

FACTUAL BACKGROUND

21. Pendarvis became Adrian's attorney of record in Case No.: 2021-CP-18-01991.

22. Pendarvis and Adrian signed a contingency fee agreement in which Pendarvis' future legal fee for representation would be one-third of any future recovery.

23. Pendarvis did not give Adrian a copy of this fee agreement.

24. Pendarvis told Adrian that his case was worth “up to \$325,000.00.”

25. This amount is more than the statutory cap of \$300,000.00 per person per single occurrence under the South Carolina Tort Claims Act; therefore, Pendarvis must have believed that Adrian’s claims in Case No.: 2021-CP-18-01991 represented multiple occurrences of negligence which could have made his potential recovery much greater than \$300,000.00.

26. Alternatively, and upon information and belief, Pendarvis may have also based the \$325,000.00 valuation on the fact that the complaint in Case No.: 2021-CP-18-01991 could be amended to allege a Federal §1983 claim which would not be subject to the South Carolina Tort Claims Act limits on recovery.

27. On April 24, 2023, Case No.: 2021-CP-18-01991 was mediated and it resulted in “an impasse” (please see Proof of ADR attached as **Exhibit B**).

28. Rule 1.2 of the South Carolina Rules of Professional Conduct states in part that, “A lawyer shall abide by a client's decision whether to make or accept an offer of settlement of a matter.”

29. Adrian **NEVER** gave Pendarvis the right or authority to settle Case No.: 2021-CP-18-01991 at the mediation or at any time thereafter.

30. Rule 1.4 of the South Carolina Rules of Professional Conduct states in part that, “(a) A lawyer **SHALL**: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(g), is required by these Rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and ... (b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions

regarding the representation” (emphasis supplied).

31. After the failed mediation, Case No.: 2021-CP-18-01991 appeared on a trial roster for call during the month of November 2023.

32. Pendarvis told Adrian about the trial roster and the likelihood that the case would be called for trial in late November.

33. However, Case No.: 2021-CP-18-01991 never went to trial.

34. Confused about the status of the trial, Adrian repeatedly reached out to Pendarvis inquiring about the status of Case No.: 2021-CP-18-01991.

35. Following his arrest and the loss of employment and income, Adrian needed money and desired that his case be tried as soon as possible.

36. Adrian left message after message for Pendarvis about his difficult financial situation and the need to have his case tried.

37. In violation of Rule 1.4, Pendarvis largely ghosted Adrian, did not return his calls or answer his inquiries about Case No.: 2021-CP-18-01991; and the few times he did reply to Adrian’s inquiries, Pendarvis gave Adrian misleading information about the status of his case.

38. Under the pressure of Adrian’s repeated inquiries, on or about December 18, 2023, Pendarvis issued a PL IOLTA account check in the amount of \$5,000.00 to Adrian with the indication on the memo line that it was a “disbursement.” (see check #1074 attached as **Exhibit E**).

39. Pendarvis gave Adrian no explanation for the \$5,000.00 check, other than to assure Adrian that he had a lot more money coming.

40. As time passed, Adrian continued to inquire about the status of his case and when the case would finally be called for trial.

41. Pendarvis continued to provide Adrian with incomplete or misleading information about the status of his case.

42. Under the pressure of Adrian's continued calls, on or about March 15, 2024, Pendarvis gave Adrian a second PL IOLTA check in the amount of \$1,666.67 (see check #1096 attached as **Exhibit F**).

43. Pendarvis gave Adrian no explanation for the \$1,666.67 check, other than to assure Adrian that he had a lot more money coming.

44. Frustrated by the lack of communication, Adrian reached out to the attorney representing the Dorchester County Sheriff's Department to inquire about the status of his case.

45. The attorney properly informed Adrian that she could not communicate with him so long as he was represented by an attorney.

46. Adrian subsequently informed the attorney for the Dorchester County Sheriff's Department that he had terminated Pendarvis. After being so notified, on March 27, 2024, the attorney emailed Adrian a notarized and verified "Full and Final Release." (hereinafter the "Release").

47. The Release was dated January 5, 2024, or approximately one month after Pendarvis gave Adrian the first payment for \$5,000.00.

48. Upon seeing the Release, Adrian learned for the first time that his case had been settled by Pendarvis. He also learned that it had settled for only \$10,000.00. (see the Release attached as **Exhibit C**).

49. Adrian would never have settled his case for \$10,000.00.

50. In violation of Rule 1.2, Pendarvis settled Adrian's case without his permission.

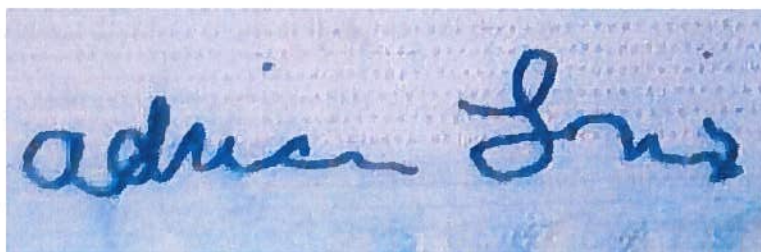
51. In violation of Rule 1.4, Pendarvis never told Adrian about the settlement.

52. But for Pendarvis and PL's legal malpractice, Adrian would still have an active case with the opportunity for a Dorchester County jury to determine the true value of Case No.: 2021-CP-18-01991.

53. Moreover, Adrian never signed the notarized and verified Release.

54. ***ADRIAN'S PURPORTED SIGNATURE ON THE RELEASE IS A FORGERY.***

55. Below is Adrian's REAL signature from his South Carolina Identification Card:

A photograph of a handwritten signature in blue ink on a light blue background. The signature is written in a cursive, lowercase style and appears to read "adrian lewis".

56. Below is Adrian's purported "signature" on the notarized and verified Release:

A photograph of a handwritten signature in blue ink on a white background. The signature is written in a cursive, uppercase style and appears to read "ADRIAN LEWIS". Below the signature is a horizontal line, and the words "ADRIAN LEWIS" are printed in a bold, sans-serif font.

57. Pendarvis allegedly witnessed Adrian's forged signature on the Release along with another witness whose office is also located at 8420 Dorchester Rd., Suite 202, North Charleston, South Carolina 29420.

58. Also, a Notary Public who shares an office with Pendarvis affirmed "that (s)he saw ADRIAN LEWIS sign the foregoing Full and Final Release and that (s)he witnessed the execution thereof."

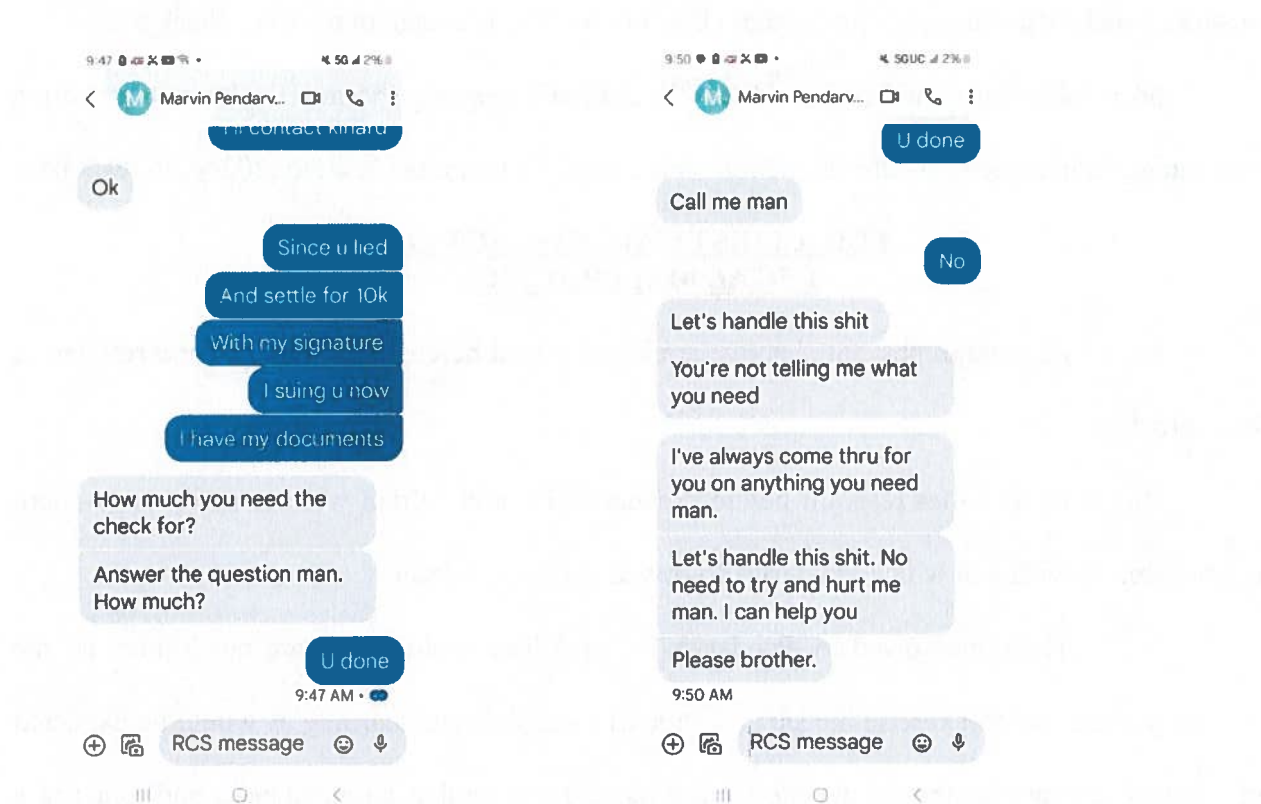
59. Adrian did not sign the Release.

60. Pendarvis knew that Adrian did not sign the Release.

61. In hindsight, it now appears that the two checks Pendarvis issued to Adrian totaling \$6,666.67 were written to create the appearance that Adrian had been paid 66% of the gross settlement of \$10,000.00 per his fee agreement with Pendarvis and PL.

62. Dumbfounded by the Marh 2024 revelation, Adrian texted Pendarvis about the Release and the two engaged in a series of text messages, phone calls and meetings about Case No.: 2021-CP-18-01991 (see the text thread attached as **Exhibit D** and please note that **Exhibit D** is only a small thread of numerous texts messages).

63. These text messages clearly show Pendarvis' culpability based on his statements such as follows:



64. In addition, Pendarvis has called Adrian's mother on multiple occasions asking

for her to intercede on his behalf so that Adrian would not sue him.

65. On April 2, 2024, at approximately 8:30 AM, Pendarvis went to Adrian's home. During this meeting, Pendarvis told Adrian that he had "\$50,000.00 in cash" in his black bag he could give him now. Plus, he could give him another \$25,000.00 so he would "give him \$75,000.00 cash" plus he would write a check to "pay for your mortgage" if Adrian would not sue Pendarvis. Adrian refused.

66. On April 4, 2024, at approximately 6:00 PM, Pendarvis met Adrian at a pet supply store on Dorchester Road and gave Adrian a third PL IOLTA check – this time in the amount of \$15,000.00. The check was post-dated to "4-9-24." (please see check #1105 attached as **Exhibit G**).

67. Upon information and belief, presumably Pendarvis post-dated the check to ensure he had sufficient funds from other clients in his IOLTA account to cover check #1105.

68. Pendarvis said he would pay for Adrian's mortgage because he knew that Adrian was facing an imminent foreclosure action on his family's home in Case No.:2024-CP-18-00054.

FOR A FIRST CAUSE OF ACTION
LEGAL MALPRACTICE

69. All paragraphs stated above are incorporated herein as if realleged and restated in full verbatim.

70. At all times relevant hereto, Pendarvis/PL and Adrian were in an attorney-client relationship by virtue of which Pendarvis/PL owed duties to Adrian.

71. The duties owed by Pendarvis/PL to Adrian include, but are not limited to, the duty to possess and to exercise the same degree of care, skill and learning as would be expected of a reasonable and competent attorney under the same or similar circumstances and to act in a diligent manner when representing a client.

72. As is fully detailed above, Pendarvis/PL breached their duties to Adrian and otherwise acted in a negligent, grossly negligent, wilful, wanton and reckless manner in a number of particulars, including but not limited to the following violations of the South Carolina Rules of Professional Conduct:

- a. In violating Rule 1.1-Competence by failing to provide competent representation in Case No.: 2021-CP-18-01991;
- b. In violating Rule 1.2-Scope of Representation by settling Case No.: 2021-CP-18-01991 without Adrian's permission;
- c. In violating Rule 1.4-Communication, by settling Case No.: 2021-CP-18-01991 without Adrian's knowledge;
- d. In violating Rule 1.5 Fees concerning the IOLTA checks;
- e. In violating Rule 1.7-Conflict of Interest by having a conflict of interest with his own client;
- f. In violating Rule 3.3-Candor Toward the Tribunal by informing the Court that Case No.: 2021-CP-18-01991 had settled (please see Stipulation of Dismissal attached as **Exhibit H**);
- g. In violating Rule 3.4-Fairness to Opposing Party and Counsel by informing Opposing Counsel that he had the required authorization to settle Case No.: 2021-CP-18-01991;
- h. In violating Rule 4.1-Truthfulness in Statements to Others concerning misrepresentations made about Case No.: 2021-CP-18-01991;
- i. In violating Rule 8.4-Misconduct in making misrepresentations concerning Case No.: 2021-CP-18-01991; and,
- j. In such other particulars as the evidence in the case may demonstrate.

73. As a direct and proximate result of the conduct of Pendarvis/PL, Adrian's right to have Case No.: 2021-CP-18-01991 heard by a South Carolina jury has been denied and his right to a fair and just resolution of the allegations in Case No.: 2021-CP-18-01991 has been terminated with prejudice.

74. Therefore, Adrian is entitled to damages, both actual, in an amount determined by a jury to be sufficient to compensate him fully for the harm he suffered, and punitive in an amount to impress upon Pendarvis/PL the seriousness of their conduct and to deter such similar conduct in the future.

75. Also, Adrian is entitled to recover emotional distress damages caused by the actions of Pendarvis/PL's legal malpractice because the conduct described above was so extreme and outrageous that it exceeds all possible bounds of decency and is atrocious and utterly intolerable in a civilized community.

FOR A SECOND CAUSE OF ACTION
SOUTH CAROLINA UNFAIR TRADE PRACTICES

76. All paragraphs stated above are incorporated herein as if realleged and restated in full verbatim.

77. The Defendants engaged in unfair and deceptive practices while engaged in the course of commerce in the State of South Carolina.

78. The acts of the Defendants are capable of repetition and/or have in fact been repeated.

79. The acts of the Defendants have a direct impact on the public in that they have the potential to undermine public confidence in lawyers and in the legal system.

80. The acts of the Defendants were wilful.

81. Adrian is entitled to and prays for actual damages, in an amount determined by a jury to be sufficient to compensate him fully for the harm he suffered, which damages should be trebled and accompanied by an award of attorney's fees as per the South Carolina Unfair Trade Practices Act.

WHEREFORE, Adrian prays for judgment against Pendarvis/PL for actual damages in a

sum sufficient to compensate him fully for all losses occasioned herein, whether past, present or future, emotional distress damages, which actual damages should be trebled, and punitive damages in a sum determined by a jury to impress upon Pendarvis/PL the seriousness of their conduct and to deter such similar conduct in the future, as well as an award of attorneys fees and costs, and any other relief granted by this Court.

Charleston, South Carolina
April 11, 2024

BLAND RICHTER, LLP
Attorneys for Plaintiff

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER)	FOR FIRST JUDICIAL CIRCUIT
)	
ADRIAN LEWIS,)	CASE NO.: 2021-CP-18-_____
)	
Plaintiff,)	
)	
v.)	
)	
)	COMPLAINT
)	(Jury Trial Requested)
DORCHESTER COUNTY)	
SHERIFF'S OFFICE,)	
)	
Defendant.)	
)	
)	
)	
)	

TO: THE DEFENDANT ABOVE-NAMED:

The Plaintiff complaining of the acts and omissions of the above-named Defendant,
says as follows:

PARTIES

1. Adrian Lewis is a citizen and resident of Dorchester County, South Carolina.
2. Defendant Dorchester County Sheriff's Office (hereinafter "DCSO") is a political subdivision of the State of South Carolina and is subject to suit pursuant to the South Carolina Tort Claim Act, S.C. Code Ann. § 15-78-10, *et.seq.*
3. Upon information and belief, at all times relevant hereto, Defendant DCSO consisted of persons who were agents, servants and employees, acting under the color of state law and the course and scope of their employment, and all acts and omissions are imputed to the Defendant DCSO as a matter of law.
4. All acts and omissions of the Defendant complained of herein occurred in Dorchester County, South Carolina.

5. Pursuant to S.C. Code Ann. §1-78-100(a) & (b), the parties hereto, subject matter hereof, and all matters hereinafter alleged are within the jurisdiction of this Court, and this Court is the proper venue for this action.

FACTUAL BACKGROUND

6. The foregoing allegations are re-alleged as if set forth herein verbatim.
7. On or about July 3, 2021 while located at 4153 Hickory Lane, Plaintiff was unlawfully arrested by Defendant.
8. Defendant unlawfully seized Plaintiff at the scene.
9. Defendant unlawfully searched Plaintiff at the scene.
10. Defendant was acting under the color of law within the scope and course of his duties.
11. Defendant lacked probable cause at all times relevant hereto.

FOR A FIRST CAUSE OF ACTION
(Negligence & Gross Negligence, South Carolina Tort Claims Act)

12. Plaintiff incorporates by reference all previous paragraphs above as if repeated herein verbatim.
13. Defendant departed from the duties of care required by law enforcement officers and the agencies that hire, train and employ these officers and were thereby negligent, careless, grossly negligent, reckless and acted in violation of the duties owed to Plaintiff in that they committed one or more of the following acts of omission or commission, any or all of which were departures from the prevailing duties of care:
 - a. In failing to ensure the safety of Plaintiff;
 - b. In failing to adhere to proper law enforcement procedures;
 - c. In falsely imprisoning Plaintiff; and

d. In such other particulars as may be ascertained through discovery procedures undertaken pursuant to South Carolina Rules of Civil Procedure.

FOR A SECOND CAUSE OF ACTION
(Negligent Hiring, Supervision, and Training, South Carolina Tort Claims Act)

14. Plaintiff incorporates by references all previous paragraphs above as if repeated herein verbatim.

15. As a law enforcement agency and an agency of the State of South Carolina, Defendant has a duty of care to the Plaintiff and the general public to adequately and sufficiently educate its officers on the law of South Carolina.

16. As a law enforcement agency and an agency of the State of South Carolina, Defendant has a duty of care to the Plaintiff and the general public to not arrest and charge individuals with crimes that are inapplicable to the facts presented to them.

17. As a law enforcement agency and an agency of the State of South Carolina, Defendant has a duty of care to the Plaintiffs and the general public to adequately and sufficiently train and supervise its law enforcement employees when charging and arresting individuals.

18. At all times relevant herein, Officers were under the supervision and control of Defendant and were acting in the scope of their employment with Defendant in seizing, searching, and charging the Plaintiff.

19. The above-described acts and omissions resulted from the failure of Defendant, its agents, servants, employees, or other representatives to exercise reasonable care in training and supervising its law enforcement officers; thereby, Defendant breached its duty of care to Plaintiffs.

20. As a direct and proximate result of the acts and omissions of Defendant in their negligent hiring, supervision, and education, Plaintiff's rights as conferred by South Carolina law were violated, and Plaintiffs have suffered losses for which they are entitled to recover in an amount to be determined by a jury at the trial of this action.

21. This action is brought wholly under the South Carolina Tort Claims Act and the law of South Carolina, not under any federal law or as a federal cause of action.

FOR A THIRD CAUSE OF ACTION
(False Imprisonment, South Carolina Tort Claims Act)

22. Plaintiff incorporates by references all previous paragraphs above as if repeated herein verbatim.

23. Defendant intentionally restrained Plaintiff.

24. Defendant restrained Plaintiff without probable cause.

25. Defendant unlawfully restrained Plaintiff.

26. The preliminary hearing court in this case ruled that the arrest was without probable cause and dismissed the charge against Plaintiff.

27. As a direct and proximate result of the negligence, carelessness, gross negligence, recklessness, and departure from the duties of care owed by Defendant, Plaintiff suffered harm and losses for which he is entitled to recover in an amount to be determined by a jury at the trial of this action.

REQUEST FOR RELIEF

28. The Plaintiff in the above-captioned matter respectfully requests that this Court order reasonable damages to include actual and consequential damages and any other relief that the Court finds just and proper.

BOLES LAW FIRM, LLC

/s/ Daniel Summa

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ATTORNEYS FOR THE PLAINTIFF

November 10, 2021
North Charleston, SC

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE FIRST JUDICIAL CIRCUIT
 COUNTY OF DORCHESTER)

PROOF OF ADR

Adrian Lewis

Plaintiff,

vs.

Dorchester County Sheriff's Office

Defendant.

Docket No. 2021-CP-18-01991

(Within 10 days of the conclusion of ADR and no later than 300 days after filing, an original must be filed with the Clerk of Court and a copy forwarded to the attorneys for the parties.)

PURSUANT to the South Carolina Alternative Dispute Resolutions Rules (SCADR):

1. Alternative Dispute Resolution (ADR) was conducted on the 17th day of April, 2023 in the form of
 - a. ☒ mediation
 - b. ☐ non-binding arbitration
 - c. ☐ binding arbitration (attached appropriate order of dismissal)
2. The neutral(s) was/were (Name(s) of arbitrator(s)/mediator(s)) J. Bennett Crites, III
3. Present at the ADR conference were:
 - a. ☒ Plaintiff
 - b. ☐ Defendant
 - c. ☒ Lawyer(s) for Plaintiff Marvin Pendarvis, Esq.
 - d. ☒ Lawyer(s) for Defendant Robin L. Jackson, Esq.
 - e. ☒ Representative for Insurance Carrier
 - f. ☐ Guardian *ad litem*
 - g. ☐ Expert(s)
 - h. ☐ Others
4. As a result of ADR, this case should be considered (check one)
 - a. ☐ fully settled by Consent Judgment to be filed by
 - b. ☐ fully settled Voluntary Dismissal to be filed by
 - c. ☐ Partially settled
 - d. ☒ at an impasse

Submitted this 24th day of April, 2023

s/J. Bennett Crites, III

Neutral's Signature

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
IN THE FIRST JUDICIAL CIRCUIT
CASE NO. 2021-CP-18-01991

ADRIAN LEWIS,

Plaintiff,

v.

DORCHESTER COUNTY SHERIFF'S
OFFICE,

Defendant.

READ CAREFULLY
FULL AND FINAL RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, that I, Adrian Lewis, by and through counsel, for the sole consideration of TEN THOUSAND and 00/100ths (\$10,000.00) DOLLARS, paid on behalf of the DORCHESTER COUNTY SHERIFF'S OFFICE, have agreed to settle this case on behalf of myself, my heirs, my guardians and assigns. I release and forever discharge the DORCHESTER COUNTY SHERIFF'S OFFICE, its elected officials and all past and present elected officials, all past and present employees, agents, attorneys, carriers, associates, officers, servants, contractors and subcontractors, purchasers, representatives, and anyone or any entity connected to the DORCHESTER COUNTY SHERIFF'S OFFICE whatsoever (hereinafter collectively referred to as "RELEASED PARTY") from any and all claims, demands, damages, actions, or causes of action, in law or in equity, under state law or federal law, which I may have arising from all allegations set forth in the lawsuit filed in the Dorchester County Court of Common Pleas captioned *Adrian Lewis v. Dorchester County Sheriff's Office*, 2021-CP-18-01991, to

include that which could have been asserted through the exercise of reasonable diligence even if it was omitted from the claim or Complaint, including, but not limited to all federal or constitutional claims. It is further agreed that this is a full and final RELEASE OF ALL CLAIMS of every nature and kind whatsoever, and the signing of this document releases claims that are known and unknown, suspected and unsuspected. This settlement includes all claims for attorneys' fees, interest, costs, or other damages stemming from all federal and/or state claims or any claim whatsoever.

I FURTHER AGREE AND STIPULATE to indemnify, defend and hold forever harmless the RELEASED PARTY from any of my debts, costs, attorneys' fees, subrogation claims, creditor claims, liens or other encumbrances by any third party to include third party medical care providers arising out of the allegations of this case. This includes, but is not limited to, Medicare, Medicaid, and/or private carriers, arising out of or in any way related to my treatment and care in connection to the allegations of this case. I represent that all such known claims, if any, have either been previously satisfied or for those not previously satisfied, my attorney and I agree to hold sufficient funds in trust until all such claims can be satisfied.

In consideration of the above payment, I also understand that this settlement is a compromise of what the RELEASED PARTY contends are dubious and doubtful claims and for which liability is expressly denied. Payment made in settlement is not to be construed as any admission of liability on the part of the parties hereby released. This FULL AND FINAL RELEASE is being intended to avoid the costs, time, expenses and uncertainty of this litigation, as well as for economic reasons.

To the extent permitted by law, I represent and agree that I will not discuss or disclose (or

cause or allow to be disclosed) the terms of this Full and Final Release including but not limited to the amount of the settlement or the parties' settlement without the prior written consent of the DORCHESTER COUNTY SHERIFF'S OFFICE. Notwithstanding the foregoing, I may disclose the existence and/or terms of this Full and Final Release: (1) to tax advisors to the extent that such disclosure is necessary in the preparation of tax returns, provided that they first inform those advisors of the confidentiality provisions of this Full and Final Release and they agree to abide by those provisions; or (2) to immediate family members, provided that they first inform those family members of the confidentiality provisions of this Full and Final Release and they agree to abide by those provisions; or (3) for purposes of finalizing this settlement through the courts. If the terms of this settlement are sought pursuant to FOIA, I agree to make the DORCHESTER COUNTY SHERIFF'S OFFICE, through its undersigned counselor, aware of such a request so that the DORCHESTER COUNTY SHERIFF'S OFFICE may lawfully respond.

I further agree that a Stipulation of Dismissal with Prejudice will be filed in the Dorchester County Court of Common Pleas, thereby ending with prejudice the matter captioned, *Adrian Lewis v. Dorchester County Sheriff's Office*, 2021-CP-18-01991. I agree that this Full and Final Release is to be governed by and interpreted in accordance with the laws of the State of South Carolina and acknowledge receipt paid in the settlement amount aforereferenced.

I certify by my signature below that I have read and understand the terms of this Full and Final Release, and my attorney has also reviewed its terms with me. I agree with the terms, have voluntarily and of my own free will signed this document, and I have not signed this document under duress.

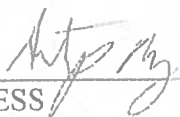
THIS ENDS ALL CLAIMS!

IN WITNESS WHEREOF, I have hereunto set my hands and seal this 5th day of January, 2024, in the presence of the below named witnesses.


ADRIAN LEWIS

IN THE PRESENCE OF:


WITNESS



WITNESS

Marvin Pendarvis
Printed witness name

Amesh Patel
Printed witness name

Attorney Verification:

I have explained these terms to the plaintiff and he has acknowledged understanding.


Marvin Pendarvis, Esquire

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
IN THE FIRST JUDICIAL CIRCUIT
CASE NO. 2021-CP-18-01991

ADRIAN LEWIS,

Plaintiff,

VERIFICATION

v.

DORCHESTER COUNTY SHERIFF'S
OFFICE,

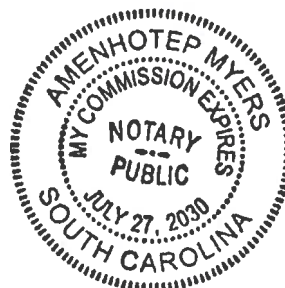
Defendant.

ADRIAN LEWIS, personally appeared before me, the undersigned witness, who under oath affirms that (s)he saw ADRIAN LEWIS sign the foregoing Full and Final Release, and that (s)he witnessed the execution thereof:

(Witness #1)

Signed and sworn to before me
this 5 day of January, ~~2023~~²⁰²⁴

Notary Public for South Carolina
My Commission Expires: 7/27/30



9:50 5G UC 2%

< Marvin Pendarv...

U done

Call me man

No

Let's handle this shit

You're not telling me what
you need

I've always come thru for
you on anything you need
man.

Let's handle this shit. No
need to try and hurt me
man. I can help you

Please brother.

9:50 AM

+ RCS message

9:47 5G UC 2%

< Marvin Pendarv...

U done

Ok

Since u lied

And settle for 10k

With my signature

I suing u now

I have my documents

How much you need the
check for?

Answer the question man.
How much?

U done

9:47 AM •

+ RCS message

10:00 AM

Marvin Pendarv...

Let's handle this shit

You're not telling me what you need

I've always come thru for you on anything you need man.

Let's handle this shit. No need to try and hurt me man. I can help you

Please brother.

I'm here when you want to talk.

9:52 AM

+ RCS message

10:06 AM

Marvin Pendarv...

No

That shouldn't have happened. I was holding out for more money

We'll make this right and you'll get your money and some.

10:06 AM

Okay Thanks I know Yes

+ RCS message

10:17 05:42 4%

< Marvin Pendarv... 📞 ⋮

We'll make this right and you'll get your money and some.

Even if I gotta do it myself

I'll take responsibility for office handling that. But I want to make sure we're good. That's all man. Brother to brother

I'll have check for mortgage to you this afternoon

Kim will call you and deliver it.

The overdue payment.

10:17 AM
...

⊕ 📷 RCS message 😊 📌

PENDARVIS LAW LLC
SOUTH CAROLINA BAR FOUNDATION IOLTA
8420 DORCHESTER ROAD, SUITE 202
N CHARLESTON, SC 29420

1074

DATE 12.18.23 07033240

PAID TO THE ORDER OF Adrian Lewis

Five Thousand and 00/100 IS 5,000.00 DOLLARS

Pinnacle

deposited [Signature]

⑆00001074⑆ ⑆064008637⑆ [Redacted]

1096

87-863/640

DATE 3/15/24

DARVIS LAW LLC
COLINA BAR FOUNDATION IOLTA
CHESTER ROAD, SUITE 202
CHARLESTON, SC 29420

Adrian Lewis

thousand Six Hundred Sixty Six — 67 ¹⁰⁰ DOLLARS

Pinnacle

Adrian Lewis

2 100

0000109611 00640086370

[REDACTED]

PENDARVIS LAW LLC
SOUTH CAROLINA BAR FOUNDATION IOLTA
3400 DOVERCHESTER ROAD, SUITE 202
N CHARLESTON, SC 29420

1105

DATE 4/9/24 87-653540

PAY TO THE ORDER OF Adrian Lewis \$ 15,000.00

Fifteen Thousand Dollars — 00/100 DOLLARS

Pinnacle

FOR [Signature] 9 A.C.

⑆00001105⑆ ⑆064008637⑆ [Redacted]

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
IN THE FIRST JUDICIAL CIRCUIT
CASE NO. 2021-CP-18-01991

ADRIAN LEWIS,

Plaintiff,

STIPULATION OF DISMISSAL

v.

DORCHESTER COUNTY SHERIFF'S
OFFICE,

Defendant.

Upon the stipulation of counsel for the plaintiff and counsel for the defendant, the plaintiff hereby dismisses all causes of action against the defendant in the above captioned case *with prejudice* and agrees that the plaintiff is forever barred from instituting or maintaining any further action against this defendant or its employees in regard to the matters set forth in the Complaint herein.

I SO STIPULATE:

I SO STIPULATE:

S/ Marvin R. Pendarvis
Marvin R. Pendarvis
Pendarvis Law, LLC
8420 Dorchester Rd. Ste. 202
North Charleston, SC 29420

Attorney for the Plaintiff

Date: 11/27/23

S/ Robin L. Jackson
Robin L. Jackson
Senn Legal, LLC
P.O. Box 12279
Charleston, SC 29422

Attorney for the Defendant

Date: 11/27/23

