

IN THE STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

IN THE COURT OF COMMON PLEAS  
15<sup>th</sup> JUDICIAL CIRCUIT

Jonathan L. Garrick, )  
*Plaintiff,* )

**SUMMONS**

vs. )

CASE NO.: 2025-CP-26-

Carla J. Blankenship, )  
*Defendant.* )

TO THE DEFENDANT ABOVE-NAMED:

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

Respectfully submitted,

/s/ Bonnie Drake Loomis

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January 23, 2026  
Surfside Beach, South Carolina

IN THE STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

IN THE COURT OF COMMON PLEAS )  
15<sup>th</sup> JUDICIAL CIRCUIT )

Jonathan L. Garrick, )

Plaintiff, )

vs. )

Carla J. Blankenship, )

Defendant. )

**COMPLAINT**

*(Battery, Assault, Intentional Infliction of  
Emotional Distress, Fraud, Injury to Real  
Property, Duress/Undue Influence,  
Constructive Trust, Abuse of Process,  
Negligence, Negligence Per Se)*

*Jury Trial Demanded*

CASE NO.: 2025-CP-26-

**COMES NOW** Jonathan L. Garrick, Plaintiff, and brings this Complaint against the above-captioned Defendant, showing the Court the following:

**PROCEDURAL FACTS**

1. Plaintiff Jonathan L. Garrick is a resident of Georgetown County, South Carolina.
2. Defendant Carla J. Blankenship, O.D. (“Dr. Blankenship”) is, upon information and belief, an optometrist who at all relevant times practiced in Horry County, South Carolina, including through Coastal Vision Center, Inc. (“Coastal Vision”).
3. This Court has subject-matter jurisdiction over these claims and personal jurisdiction over Dr. Blankenship because the wrongful acts occurred in South Carolina and in Horry County, where she lives and/or conducts her practice. Venue is proper in Horry County for the same reasons.

**FACTS**

4. Plaintiff became a patient of Coastal Vision in 2021.
5. In August or September 2023, Plaintiff returned to Coastal Vision for eye issues and was scheduled with Dr. Blankenship.

6. Dr. Blankenship's treatment resolved the acute issue, and Plaintiff trusted her as his provider.
7. Shortly after a clinic visit, Dr. Blankenship sent Plaintiff a personal greeting card signed "Dr. CJ Blankenship" and inviting him on a romantic date.
8. Dr. Blankenship then began escalating personal and sexual advances while she remained his optometrist, including during encounters immediately after professional appointments.
9. In one such encounter, Dr. Blankenship placed her hand on Plaintiff's crotch and said, "This is going to be a problem."
10. Dr. Blankenship pursued Plaintiff during clinic hours, sending aggressive texts from a device provided at Coastal Vision's expense, and dispensing contact lenses at no charge that were sourced from clinic inventory.
11. Dr. Blankenship was aware of Plaintiff's recent inheritance, business activities, and vulnerabilities (former military; PTSD; recent loss of both parents) and exploited them to exercise coercive control.
12. Dr. Blankenship arranged a trip to Las Vegas, plied Plaintiff with psychoactive substances, and took him to an all-hours chapel for a "commitment ceremony."
13. Dr. Blankenship then immediately inserted herself into Plaintiff's business affairs, extracting his acquiescence to add her to the deed of an investment property, claiming it would help her communicate with the HOA for that property.
14. Dr. Blankenship thereafter had no significant contact with the HOA.
15. Dr. Blankenship engaged the services of a contractor who, upon information and belief, has a long criminal history that includes violence and fraud and with whom she began an inappropriate relationship focused on defrauding Plaintiff.

16. Dr. Blankenship later physically assaulted Plaintiff, causing a severe hip injury that required immediate treatment at a VA clinic; VA personnel characterized the incident as domestic violence and sexual assault.
17. Because of the assault, Plaintiff suffered 50 pounds of weight loss, additional VA treatment, hospitalization, and ongoing trauma.
18. After Plaintiff ended the relationship, its duration being less than four months, Dr. Blankenship initiated an email harassment campaign using her Coastal Vision email and, upon information and belief, Coastal Vision equipment.
19. Dr. Blankenship then filed family-court litigation seeking separate support and maintenance and claiming an equitable interest in Plaintiff's properties; this followed extensive property damage by the purported contractor at her direction.
20. As part of leveraging the courts for undue advantage, Dr. Blankenship also filed a divorce action on the ground of "habitual drunkenness" without factual merit and advanced to pressure Plaintiff into yielding equity and assets far out of proportion to her own investment over a four-month "marriage."
21. Plaintiff has sustained and continues to sustain mental torment and significant monetary loss as a direct and proximate result of Dr. Blankenship's conduct and the related litigation she initiated.

**FOR A FIRST CAUSE OF ACTION**  
**(Common-Law Battery)**

22. Plaintiff incorporates as if realleged herein all above Paragraphs of his Complaint.
23. While Defendant was Plaintiff's treating optometrist, Defendant intentionally placed her hand on Plaintiff's genital area/crotch during and/or immediately following a clinical encounter.

24. That contact was unpermitted and offensive to a reasonable sense of personal dignity.
25. Any purported consent is invalid due to: (a) the fiduciary/confidential nature of the doctor-patient relationship; (b) coercion and undue influence described in the Facts; and (c) the clinical setting and power imbalance.
26. Defendant either intended the contact or knew with substantial certainty her conduct would result in such contact.
27. During a later argument at Defendant's residence, while Plaintiff was seated on a couch, Plaintiff attempted to end the argument and leave; Defendant leapt onto the couch, pinned Plaintiff down, and refused to let him up despite multiple requests.
28. Defendant outweighed Plaintiff and used her weight and position to hold him down; before releasing him, Defendant delivered a final, very hard shove downward into the couch.
29. As a result of the shove, Plaintiff immediately experienced a sharp tearing sensation in his left hip socket, followed by significant pain, medical evaluation and treatment, and ongoing impairment.
30. The foregoing contacts were intentional, unpermitted, and harmful.
31. As a direct and proximate result of Defendant's batteries, Plaintiff suffered and continues to suffer bodily injury, pain and suffering, emotional distress, medical expenses, lost enjoyment of life, and other damages.
32. Defendant's conduct was willful, wanton, and in reckless disregard of Plaintiff's rights, warranting an award of punitive damages.

**FOR A SECOND CAUSE OF ACTION**  
**(Common-Law Assault)**

33. Plaintiff incorporates as if realleged herein all above Paragraphs of his Complaint.

34. During the same argument described above, when Plaintiff attempted to end the argument and leave, Defendant leapt from the bed onto the couch, pinned Plaintiff down, and refused to release him despite multiple requests.
35. While restraining Plaintiff, Defendant declared, "I'm stronger than you," focusing on her power over him rather than any concern for his safety.
36. Defendant's words and overt acts were intended to, and did, place Plaintiff in reasonable apprehension of imminent harmful or offensive contact.
37. Plaintiff experienced immediate and reasonable apprehension that Defendant would inflict further harmful or offensive contact.

**FOR A THIRD CAUSE OF ACTION**  
**(Intentional Infliction of Emotional Distress – Outrage)**

38. Plaintiff incorporates as if realleged herein all above Paragraphs of his Complaint.
39. Defendant was and is aware of Plaintiff's emotional vulnerability due Post-Traumatic Stress Disorder and the death of his parents.
40. Prior to and following the parties' brief relationship, Defendant has used her intimate knowledge of Plaintiff's psychological vulnerabilities to engage in a campaign to harass and intimidate Plaintiff.
41. Plaintiff has conducted the separation and divorce proceedings frivolously and purposely targeted at his vulnerabilities, including filing and maintaining actions and grounds for the ulterior purpose of coercing property concessions grossly disproportionate to the length of the relationship and her contribution to the "marital estate."
42. Defendant's frivolous and unmeritorious use of the legal dissolution process as leverage to pressure Plaintiff, to cloud title and threaten his business and property interests, is so extreme and outrageous as to exceed all possible bounds of decency and is utterly

intolerable in a civilized community, particularly considering her knowledge of Plaintiff's vulnerabilities.

43. As a direct and proximate result, Plaintiff suffered severe emotional distress, including exacerbation of PTSD symptoms, anxiety, sleep disturbance, significant weight loss, and the need for medical/mental-health treatment.
44. Defendant acted willfully, wantonly, and in reckless disregard of Plaintiff's rights, warranting punitive damages.

**FOR A FOURTH CAUSE OF ACTION**  
**(Fraudulent Inducement to Marry)**

45. Plaintiff incorporates as if realleged herein all above Paragraphs of his Complaint.
46. After learning that Plaintiff had recently received a significant inheritance and owned multiple properties, Defendant unethically used her position of trust to seduce and mentally trap Plaintiff within her coercive control.
47. Defendant then fostered that relationship to gain leverage for her eventual claims to equitable interest in Plaintiff's property, namely pressuring Plaintiff into a sham marriage with the intention to depart after a brief period under false pretenses.
48. During the brief "marriage", Defendant shielded her own assets and is simultaneously asserting claims to Plaintiff's property and making financial demands grossly disproportionate to any equitable considerations given the brief relationship.
49. In furtherance of Defendant's plans, she made knowingly false statements to Plaintiff asserting her feelings for him, her intention to carry on a long-term relationship, and to make equitable contributions to the marital estate.

50. Defendant also knowingly omitted or failed to inform Plaintiff of her intentions to leave the relationship after only four months, as well as to both shield her own assets and assert claims to Plaintiff's assets.
51. Defendant's false claims regarding the statutory grounds for divorce demonstrate her dishonest and fraudulent motivations for entering the "marriage."
52. Defendant made the foregoing statements and omissions knowingly or with reckless disregard for their truth, intending that Plaintiff rely on them by executing deed paperwork, refraining from protective measures, and acquiescing to her demands.
53. Plaintiff reasonably relied on Defendant's statements and omissions made from a position of trust and, as a direct and proximate result, suffered pecuniary loss and other damages, including clouded or contested title, costs associated with rescission/quiet title, exposure to and defense of inflated equitable claims in family court, legal fees, disruption of business relations, and consequential emotional distress and medical expenses.
54. Defendant's conduct was willful, wanton, and in reckless disregard of Plaintiff's rights, supporting punitive damages.

**FOR AN FIFTH CAUSE OF ACTION**  
**(Abuse of Process)**

55. Plaintiff incorporates as if realleged herein all above Paragraphs of his Complaint.
56. After a relationship of less than four months, Defendant invoked legal process in family court by filing an action for divorce and separate support asserting the meritless and fabricated ground of habitual drunkenness.
57. The parties' "marriage" was extremely brief, lasting approximately four months.

58. Even so, Defendant's complaint asserted Plaintiff held no equitable interest in her own pre-marital property while asserting outlandishly disproportionate interest for herself in Plaintiff's premarital holdings.
59. Defendant also based her complaint for dissolution on the grounds of Plaintiff's "habitual drunkenness," a wholly false and outrageously dishonest claim lacking any factual merit and designed not only to place Plaintiff in a defense posture in the proceedings, but also to assert undue financial interest in Plaintiff's personal estate.
60. Defendant has refused to negotiate in good faith, continuing to demand extreme and extraordinary financial concessions from Plaintiff.
61. Defendant's action was filed to coerce Plaintiff into conveying property interests and making financial concessions grossly disproportionate to any legitimate claim.
62. In pursuing that ulterior purpose, Defendant committed willful acts in the use of process not proper in the regular conduct of the proceedings.
63. Defendant's ulterior purpose and improper acts in using process were the proximate cause of Plaintiff's injuries, including legal expenses, tax exposure, loss of use and marketability of property, diminution in value and transaction delays from clouded title, business disruption, and emotional distress.
64. Defendant's conduct was willful, wanton, and in reckless disregard of Plaintiff's rights, supporting an award of punitive damages to punish and deter.

**FOR A SIXTH CAUSE OF ACTION**  
**(Negligence)**

65. Plaintiff incorporates as if realleged herein all above Paragraphs of his Complaint.
66. At all relevant times, Defendant stood in a professional provider-patient relationship with Plaintiff and owed him a duty of reasonable care to maintain appropriate professional

boundaries, refrain from conduct that exploits the patient-provider relationship and avoid acts or omissions creating an unreasonable risk of physical or emotional harm to the patient.

67. Defendant breached those duties by, inter alia: initiating and escalating sexual/romantic contact with a current patient and leveraging the professional relationship to gain personal access and influence.
68. Defendant's breaches were the direct and proximate cause of Plaintiff's injuries, including emotional distress, medical expenses, lost enjoyment of life, and other special and general damages.
69. Defendant's conduct was reckless and in conscious disregard of Plaintiff's rights and safety, supporting an award of punitive damages.

**FOR A SEVENTH CAUSE OF ACTION**  
**(Negligence Per Se)**

70. Plaintiff incorporates as if realleged herein all above Paragraphs of his Complaint.
71. South Carolina law prohibits licensed medical professionals from exploiting the patient-professional relationship in a sexual way. See, e.g., S.C. Code § 40-47-110(B)(19).
72. S.C. Code § 40-1-110(1)(f) provides that a medical professional is subject to disciplinary action if she "has committed a dishonorable, unethical, or unprofessional act that is likely to deceive, defraud, or harm the public."
73. In addition, the S.C. Code § 40-37-110 (Title 40, Chapter 37 addresses Optometrists as a profession) establishes violations of S.C. Code § 40-1-110(1)(f) as grounds for discipline.
74. These Provisions exist to protect patients, a defined class, from the very harms alleged here: exploitation, loss of trust, and injury stemming from sexualized boundary violations.

75. Defendant, while acting as Plaintiff's treating provider, violated ethical and statutory provisions by initiating sexual and romantic conduct with a current patient and leveraging that professional relationship for personal ends.

76. Defendant's violations were the direct and proximate cause of Plaintiff's damages, including physical injury, emotional distress, medical expenses, and other special and general damages.

77. Defendant's conduct was willful, wanton, and reckless, supporting punitive damages.

WHEREFORE, Plaintiff respectfully requests judgment against Defendant as follows:

1. Actual, special, and consequential damages for the Plaintiff's injuries;
2. Punitive damages for Defendant's willful, wanton, and/or reckless conduct;
3. Pre- and post-judgment interest as allowed by law;
4. Costs of this action and, where permitted by law or equity, attorneys' fees; and
5. Such other and further relief as the Court deems just and proper.

Plaintiff expressly reserves the right to amend this Complaint to add, refine, or conform claims and parties to the evidence pursuant to Rule 15, SCRCP, including to plead additional facts learned in discovery relating to damages, agency, and title issues.

<<<signature page forthcoming>>>

Respectfully submitted,

/s/ Bonnie Drake Loomis

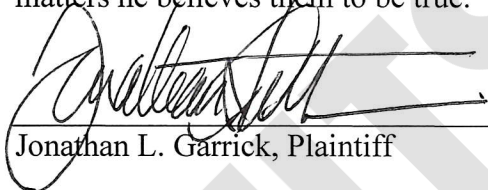
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Attorney for Plaintiff

January 23, 2026  
Surfside Beach, South Carolina

**VERIFICATION**

**STATE OF SOUTH CAROLINA  
COUNTY OF Horry**

PERSONALLY appeared before me the undersigned, Jonathan L. Garrick, who, being first duly sworn, deposes and says: that he is the Plaintiff in the foregoing Complaint; that he has read the Complaint and knows the contents thereof; and that the statements contained therein are true of his own knowledge, except as to those matters stated upon information and belief, and as to those matters he believes them to be true.

  
Jonathan L. Garrick, Plaintiff

Sworn to and subscribed before me  
this 23 day of January, 2025.



Notary Public for South Carolina

My Commission Expires: 5/15/2025  
(Seal)

