

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON)	FOR THE NINTH JUDICIAL CIRCUIT
)	
GARRETT SANDFORD,)	CASE NO.: 2020-CP-10-_____
)	
)	
Plaintiff,)	
)	
vs.)	SUMMONS
)	(Jury Trial Demanded)
)	
MARK FRISCH AND USAA)	
CASUALTY INSURANCE COMPANY,)	
)	
Defendants.)	
_____)	

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend the action(s) set forth in the Complaint herein, a copy of which is served upon you, and to serve a copy of your Answer or Motion to the said Complaint on YCRLAW, LLC at 25 Calhoun Street, Suite 400, Charleston, SC 29401, within thirty (30) days after service hereof, exclusive of the day of service, and if you fail to appear and defend within the time aforesaid, judgment by default will be entered against you for the relief demanded in the Complaint.

YCRLAW, LLC

By: s/ Jeffrey J. Wiseman

Jeffrey J. Wiseman (SC Bar #73121)

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Attorneys for Plaintiff

Charleston, South Carolina

Dated: August 31, 2020

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
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COUNTY OF CHARLESTON)	FOR THE NINTH JUDICIAL CIRCUIT
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GARRETT SANDFORD,)	CASE NO.: 2020-CP-10-_____
)	
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	(Jury Trial Demanded)
)	
MARK FRISCH AND USAA)	
CASUALTY INSURANCE COMPANY,)	
)	
Defendant.)	
_____)	

The Plaintiff, complaining of the Defendant above-named, hereby alleges and pleads as follows:

1. Plaintiff is a resident of Charleston County, South Carolina.
2. Defendant Mark Frisch ("Defendant Frisch") is, upon information and belief, a resident of Charleston County, South Carolina.
3. Defendant USAA Casualty Insurance Company ("Defendant USAA") is a corporation with its principal place of business in a state other than South Carolina, and is authorized to issue policies of insurance in various states including South Carolina.
4. The motor vehicle collision giving rise to this action occurred in Charleston County, South Carolina.
5. This Court has jurisdiction pursuant to S.C. Code Ann. § 36-2-802, and venue is proper pursuant to S.C. Code Ann. § 15-7-30.
6. That on June 8, 2018, Plaintiff was operating a motor vehicle that was lawfully stopped at a traffic light on Folly Road near the intersection of Ellis Oak Avenue.

7. At the same time and place, Frisch rear-ended vehicle which Plaintiff was operating, causing serious injury to Plaintiff.

8. At all times material hereto, Plaintiff conducted himself in a safe and lawful manner, and did not in any way cause or contribute to the circumstances which caused Plaintiff to sustain serious bodily injury.

9. Defendant USAA previously issued an Automobile Insurance Policy covering Plaintiff for the risks defined in the policy to Plaintiff for the period March 13, 2018 to September 13, 2018 (Policy Number 03633 92 08C 7101 5).

10. After the motor vehicle collision, Plaintiff promptly reported the accident to his insurance carrier, Defendant USAA. Despite the fact that there was no issue as to Frisch's liability, USAA did not conclude Frisch was at-fault until six (6) months after the accident.

11. Shortly thereafter, Defendant USAA represented to Plaintiff that it did not matter which policy paid the damages, since both Plaintiff and Defendant Frisch are insured by Defendant USAA.

12. Defendant USAA then informed Plaintiff that it would only pay the property damage for Plaintiff's vehicle less Plaintiff's \$1,000 deductible under his own policy. Defendant USAA consistently refused to provide Plaintiff with a rental vehicle, claiming that his policy did not provide for such, despite the fact that his vehicle was totaled as a result of the motor vehicle collision through no fault of his own.

13. Likewise, despite the fact that Plaintiff's vehicle was totaled as a result of the motor vehicle collision through no fault of his own, Defendant USAA also consistently refused to provide Plaintiff with any loss of use, claiming that his policy did not provide for the loss of use aspect of his claim.

14. Despite consistently claiming that Plaintiff was not entitled to any loss of use claim under his policy, on January 24, 2020, over six hundred (600) days after Plaintiff initially reported the accident to Defendant USAA, Defendant USAA stated “[u]pon review of the loss of use aspect of this claim, we have issued a payment for \$140,000. . . .” Therefore, it is clear that Defendant USAA was still processing Plaintiff’s loss of use claim almost two (2) years after Plaintiff promptly reported the accident in which liability was not even in question.

15. Furthermore, Defendant USAA, in its January 24, 2020 correspondence, stated that “[t]he total loss figures were extended to [Plaintiff] the same day,” which is blatantly false, further establishing Defendant USAA unreasonableness and bad faith.

16. Throughout this process, Plaintiff consistently complained to Defendant USAA that his policy should not be involved in paying the claim, but Defendant USAA was insistent that Plaintiff’s policy be used to pay the claim.

17. Plaintiff initially requested Defendant USAA resolve this simple matter under Defendant Frisch’s policy on June 27, 2018. Plaintiff, in good faith, has attempted to resolve his issues directly with Defendant USAA for over a year but to no avail.

FOR A FIRST CAUSE OF ACTION
(Negligence, Negligence per se, and Gross Negligence)

18. Plaintiff realleges and reiterates the allegations contained in Paragraphs 1 through 7 above as if set forth herein verbatim.

19. Defendant owed a duty to Plaintiff and other motorists of the road to operate his vehicle safely, with reasonable care, and in accordance with all laws concerning the operation of a motor vehicle.

20. At the time of the subject collision, Frisch was driving his vehicle in a reckless, willful, and/or wanton manner.

21. Frisch was negligent, willful, wanton, and reckless and breached the duties he owed to Plaintiff and other members of the community in one or more of the following ways:

- (a) in failing to abide by the basic rules of the road;
- (b) in failing to maintain control of his vehicle;
- (c) in failing to maintain a proper lookout;
- (d) in driving too fast for the conditions;
- (e) in disregarding a red traffic signal;
- (f) in driving too fast for the conditions;
- (g) in failing to have properly working brakes
- (h) in failing to properly apply the brakes on his vehicle;
- (i) in failing to obey traffic laws;
- (j) in failing to pay attention to his driving; and
- (k) in failing to act as a reasonable and prudent driver would act under the same or similar circumstances.

22. Frisch's negligent, willful, wanton, and reckless conduct and breach of the duties owed to Plaintiff were the direct and proximate cause of the June 8, 2018 collision described herein.

23. As a direct and proximate cause of the negligence and negligence per se of Frisch, Plaintiff sustained physical and emotional injuries and pain and suffering.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract and Bad Faith – Against Defendant USAA)

24. Plaintiff realleges and reiterates the allegations contained in Paragraphs 1 through 14 above as if set forth herein verbatim.

25. There is a valid, existing, and mutually binding contract of insurance between Plaintiff and Defendant USAA.

26. The refusal of Defendant USAA to pay benefits under the contract of insurance between Plaintiff and Defendant USAA was and is unreasonable, a breach of the obligation of good faith and fair dealing, and has been made in bad faith and without justification or basis in fact or law.

27. Plaintiff is entitled to a judgment against Defendant USAA for actual and punitive damages, for all attorney's fees incurred by Plaintiff in the prosecution of this action, and for such other costs and damages as are proven.

WHEREFORE, Plaintiff demands judgments against Defendants for actual and punitive damages, including damages for physical injury and harm, past and future medical expenses, future physical and mental pain and suffering, permanent injuries, mental, emotional, and psychological damages, loss of enjoyment of life, lost wages, diminished earning capacity, for the costs of this action, and any additional relief this Court deems just and proper.

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