

STATE OF SOUTH CAROLINA
COUNTY OF HAMPTON

Miley E. Altman,

Plaintiff,

v.

Gregory M. Parker, Inc. d/b/a Parker's Corporation, Richard Alexander Murdaugh, Richard Alexander Murdaugh, Jr., John Marvin Murdaugh, as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh, and Randolph Murdaugh, IV, as P.R. of the Estate of Paul Terry Murdaugh,

Defendants.

IN THE COURT OF COMMON PLEAS
14th JUDICIAL CIRCUIT

Civil Action No. 2022-CP-25-00036

**ANSWER of Gregory M. Parker, Inc.
d/b/a Parker's Corporation to
Plaintiff's Complaint**

(Jury Trial Demanded)

Defendant Gregory M. Parker, Inc. d/b/a Parker's Corporation (hereinafter "Parker's" or "Defendant") hereby answers Plaintiff's Complaint as follows:

FOR A FIRST DEFENSE

Parker's responds to the numbered allegations of the Complaint as follows:

1. Parker's lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 1 and, therefore, must deny them.

2. Parker's admits so much of the allegations of Paragraph 2 as allege that it is a foreign corporate entity which maintains agents and employees, transacts business, owns and/or manages real estate, and otherwise connected by ownership to a gas station and convenience stores located in South Carolina, and that the individual stores hold a beer and wine permit. The remaining allegations of Paragraph 2 state conclusions of law to which no response is required; to the extent a response is required, Parker's must deny them.

3. The allegations of Paragraph 3 state conclusions of law to which no response is required; to the extent a response is required, Parker's admits so much of the allegations of Paragraph

3 as allege that it undertakes applicable duties of care in accordance with South Carolina law, including the store located at 7021 Okatie Highway, Ridgeland, South Carolina.

4. Parker's admits so much of the allegations of Paragraph 4 as allege that it is a for-profit corporate entity and derives profits from sales, including alcohol, and undertakes the duty to train and supervise its employees to reasonably serve its customers in accordance with South Carolina law.

5. The allegations of Paragraph 5 are directed to another defendant, and no response from Parker's is required; to the extent an answer is required, Parker's admits Paragraph 5 upon information and belief.

6. The allegations of Paragraph 6 are directed to another defendant, and no response from Parker's is required; to the extent an answer is required, Parker's admits Paragraph 6 upon information and belief.

7. The allegations of Paragraph 7 are directed to another defendant, and no response from Parker's is required; to the extent an answer is required, Parker's lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 7 and, therefore, must deny them at this time.

8. The allegations of Paragraph 8 are directed to another defendant, and no response from Parker's is required; to the extent an answer is required, Parker's lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 8 and, therefore, must deny them at this time.

9. The allegations of Paragraph 9 state conclusions of law to which no response is required; to the extent a response is required, Parker's denies the allegations of Paragraph 9 at this time.

10. Parker's admits the allegations of the first sentence of Paragraph 10, upon information and belief at this point in time; however, Parker's and its customer service representatives deny that they had any knowledge, constructive knowledge, or should have known of the assertions alleged in Paragraph 10 on or before February 23, 2019. Additionally, Parker's and its customer service representatives deny that it was foreseeable to them that Paul Murdaugh would use his brother's license to purchase alcohol for consumption by other minors or that Parker's and its customer service representatives had actual or constructive knowledge that the license was so used.

11. Parker's admits the allegations of Paragraph 11, upon information and belief at this point in time; however, Parker's and its customer service representatives deny that they had any knowledge, constructive knowledge, or otherwise should have known of the assertions alleged in Paragraph 11 on or before February 23, 2019.

12. Parker's admits the allegations of Paragraph 12, upon information and belief at this point in time; however, Parker's and its customer service representatives deny that they had any knowledge, constructive knowledge, or otherwise should have known of the assertions alleged in Paragraph 12 on or before February 23, 2019.

13. Parker's admits the allegations of Paragraph 13, upon information and belief at this point in time; however, Parker's and its customer service representatives deny that it was foreseeable to them that Paul Murdaugh would purchase alcohol for consumption and drive a boat while under the influence or that Parker's and its customer service representatives had actual or constructive knowledge, or otherwise should have known, of the assertions alleged in Paragraph 13 on or before February 23, 2019.

14. Parker's admits so much of the allegations of Paragraph 14 as allege that on or about the 23rd day of February 2019, a person by the last name of Murdaugh entered Parker's and displayed

a valid South Carolina driver's license to the customer service representative, after which a transaction took place. Parker's denies the remaining allegations of Paragraph 14.

15. Parker's denies the allegations of Paragraph 15.

16. Parker's lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 16 as allege that Paul Murdaugh consumed the alcohol obtained from Parker's throughout the evening of February 23, 2019 to become grossly intoxicated and, therefore, must deny the same. Upon information and belief, and at this point in time, Parker's admits that the boat with several passengers operated by Paul Murdaugh or others in Archer's Creek collided with a bridge; however, Parker's and its customer service representatives deny that they had any knowledge, constructive knowledge, or otherwise should have known of these assertions alleged in Paragraph 16 on or before February 23, 2019. Parker's lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of Paragraph 16 and, therefore, must deny them at this time.

17. Parker's lacks knowledge or information sufficient to form a belief as to the truth of the allegations of Paragraph 17 and, therefore, must deny the same.

18. Parker's denies the allegations of Paragraph 18 as applied to it, including subparts a – q. Parker's admits the allegations of subparts r – qq as applied to other defendants, upon information and belief at this point in time; however, Parker's and its customer service representatives deny that they had any knowledge, constructive knowledge, or otherwise should have known of the assertions alleged in Paragraph 18 subparts r – qq on or before February 23, 2019.

19. Parker's denies the allegations of Paragraph 19 as stated as applied to Parker's and its customer service representatives.

20. Parker's denies the allegations of Paragraph 20 as applied to Parker's and its customer service representatives.

21. The prayer for relief following Paragraph 20 is denied, and judgment should be awarded to Parker's.

22. Each and every allegation in the Complaint not expressly admitted above is hereby denied.

FOR A SECOND DEFENSE

(Maritime Law)

23. Parker's asserts that maritime law applies to this case and that it is entitled to assert all defenses available under maritime law.

FOR A THIRD DEFENSE

(Independent Intervening Cause under Maritime Law)

24. Parker's asserts that maritime law applies to this case and that it is entitled to assert all defenses available under maritime law. The Plaintiff's alleged injuries and damages were due to and caused by, and were the direct and proximate result of, the intervening and/or superseding negligence, gross negligence, willfulness, wantonness, and/or recklessness of others over whom Parker's had no control, thus constituting a complete defense to Plaintiff's claims against Parker's; specifically, Parker's asserts that – at this time and upon information and belief (without having had, on or before February 23, 2019, any actual or constructive knowledge of the foregoing) – Richard Alexander Murdaugh, Richard Alexander Murdaugh, Jr., John Marvin Murdaugh (as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh), and Randolph Murdaugh, IV (as P.R. of the Estate of Paul Terry Murdaugh), Luther's Rare and Well Done, LLC, Kristy C. Wood, James M. Wood, Connor Cook, Renee S. Beach (as P.R. of the Estate of Mallory Beach), Morgan L. Doughty, Keith A. Cook, Jr., and Plaintiff herself knew or should have known of Paul Murdaugh's reputation of, proclivity for and actual excessive alcohol drinking and negligent, grossly negligent and reckless conduct related thereto, which were a direct and proximate cause of Plaintiff's alleged damages.

25. More specifically, Parker's asserts that on February 23, 2019, adults Paul Murdaugh, Morgan Doughty, Connor Cook, Anthony Cook, Mallory Beach, and Plaintiff (collectively, "the Partiers") crafted a premeditated plan for a night of illegal, underage drinking and boating. The plan completely disregarded the Partiers' own safety and the safety of others. The Partiers hatched this plan purposely and intentionally early in the day before consuming any alcohol whatsoever. The Partiers, some of whom had known prior alcohol related charges, intentionally chose to travel by boat on a dark, foggy, misty, cold, February night to avoid known DUI checkpoints. This plan was designed so they could get intoxicated and avoid getting caught by law enforcement. To start the evening, Paul Murdaugh and Plaintiff separately and intentionally deceived Tajeeha Cohen, the Customer Service Representative on duty at Parker's, in order to purchase alcohol. Paul Murdaugh intentionally deceived Ms. Cohen by illegally and fraudulently using his brother's ("Buster" Murdaugh) valid South Carolina driver's license to purchase alcohol. Buster Murdaugh, Alex Murdaugh, Margaret Murdaugh, and the Partiers all knew Paul Murdaugh had previously illegally purchased and consumed alcohol on a regular basis by using Buster Murdaugh's valid identification as his own. Likewise, Plaintiff intentionally deceived Ms. Cohen by using a fraudulent and illegal identification created by ID God, a fake ID company based in China. These fraudulent ID God identifications are designed to circumvent all technological safeguards in place to spot fake IDs, including scanners at Point of Sale terminals.

The Partiers met at the Murdaugh River House where they began drinking alcohol, most of which was not purchased at Parker's. The Partiers then purposely and intentionally took the boat to an oyster roast at the home of Kristy and James Wood for an evening of eating, partying, and drinking alcohol, despite the fact that the Partiers were all under the age of twenty-one. The oyster roast attendees included Plaintiff's own parents, relatives of the Partiers, and other adults who knew the Partiers well. For the next several hours and in the presence of these attendees, the Partiers continued

to drink alcohol. After drinking for several hours, the Partiers left the oyster roast by boat even though it was dark, foggy, misty and cold, with only a handheld flashlight to guide them because the boat did not have lights. The Partiers knew that Paul Murdaugh, who was operating the boat when leaving the oyster roast, was intoxicated. Knowing they had consumed alcohol for many hours, the Partiers, with the knowledge of the parents, relatives, and other adult attendees, purposely chose to travel by boat again to avoid DUI checkpoints, even though safer options and alternatives were available including Uber and/or staying at the Wood's house.

After leaving the Wood's house, the Partiers traveled to Beaufort Day Dock. Two of the Partiers, Paul Murdaugh and Connor Cook, then went to Luther's Rare and Well Done Bar ("Luther's Bar") specifically to drink hard liquor. The remaining Partiers waited for Paul Murdaugh and Connor Cook to consume hard liquor and return to the boat to go back to the Murdaugh River House. Paul Murdaugh, again using Buster Murdaugh's valid South Carolina license, and Connor Cook, using a fake ID, intentionally and illegally deceived the Luther's Bar bouncer using their IDs and entered the bar to drink liquor.

Paul Murdaugh and Connor Cook each chugged one large glass of "Jager Bomb" (Jägermeister and Red Bull), followed by another glass of "Lemon Drop" (Vodka, Triple Sec, Lemon, and Simple Syrup). Paul Murdaugh and Connor Cook returned to the other Partiers, all of whom knew Paul was visibly stumbling drunk. All of the Partiers then again voluntarily chose to get back on the boat with Paul Murdaugh driving at that point. Prior to this date, the Partiers all knew of Paul Murdaugh's dangerous history of drinking and operating vehicles, yet all still intentionally and purposely made a conscious decision to get back in the boat. Each Partier knew or should have known of the dangers associated with traveling in a boat under the circumstances that morning, without a light at night and in the dense fog, especially after consuming alcohol. Each Partier yet again rejected safer alternatives, including rideshare options, and made the decision to get on the boat with a driver

who was known to be intoxicated. Each Partier purposely and intentionally and without regard for their own safety or the safety of others assumed the risk of injury and/or death by getting on the boat repeatedly throughout the evening despite clear and actual knowledge that Paul Murdaugh was drunk and impaired.

Therefore, the Plaintiff's alleged injuries and damages were due to and caused by, and were the direct and proximate result of, the intervening and/or superseding negligence, gross negligence, willfulness, wantonness, and/or recklessness of others over whom Parker's had no control, thus constituting a complete defense to Plaintiff's claims against Parker's.

FOR A FOURTH DEFENSE

(Apportionment of Fault / Comparative Negligence under Maritime Law)

26. Parker's asserts that maritime law applies to this case and that it is entitled to assert all defenses available under maritime law. Plaintiff's alleged injuries were caused by other tortfeasors, whether or not named as defendants, and Parker's liability is eliminated or reduced by other tortfeasors' and Plaintiff's proportionate share of fault. All potential tortfeasors and Plaintiff must be included on the verdict form and the jury must apportion a percentage of fault to each. At a minimum, Plaintiff and any settling defendants, persons, or estates must be included on the verdict form and the jury must apportion a percentage of fault to each.

FOR A FIFTH DEFENSE

(Punitive Damages under Maritime Law)

27. Parker's asserts that maritime law applies to this case and that it is entitled to assert all defenses available under maritime law. Punitive damages awarded to Plaintiff against Parker's, if any, may not exceed the amount of actual damages awarded to Plaintiff against Parker's.

FOR A SIXTH DEFENSE

(Complicity Rule under Maritime Law)

28. Parker's asserts that maritime law applies to this case and that it is entitled to assert all defenses available under maritime law. Parker's denies that any of its employees acted willfully, wantonly, or recklessly. Regardless, Plaintiff may not impute any such alleged conduct to Parker's and any claim for punitive damages against Parker's is barred accordingly by the complicity rule.

FOR A SEVENTH DEFENSE

(Attorney Fees Not Recoverable)

29. Parker's would show that attorney fees are not recoverable and, therefore, Parker's hereby moves to strike any demand for attorney fees alleged or sought in the Complaint.

FOR AN EIGHTH DEFENSE

(Limitations / Unconstitutionality of Punitive Damages)

30. An award of punitive damages against Parker's would constitute an impermissible and excessive fine under the Eighth Amendment of the United States Constitution, and such damages would further be a violation of the due process and equal protection clauses of the Fifth and Fourteenth Amendments, respectively, of the United States Constitution, as well as applicable corresponding sections of the Constitution of the State of South Carolina.

FOR A NINTH DEFENSE

(Negligence of Another)

31. To the extent the Plaintiff's alleged injuries and damages were/are due to and/or caused by the negligence, contributory negligence, gross negligence, wantonness, and/or recklessness of another person, corporation, estate, or trust, such injuries and damages are not due to or caused by any alleged negligence or other fault of Parker's.

FOR A TENTH DEFENSE

(Failure to State a Claim under Rule 12(b)(6), SCRPC)

32. Plaintiff's Complaint should be dismissed pursuant to Rule 12(b)(6) of the South

Carolina Rules of Civil Procedure for being defective and for failing to state facts sufficient to constitute a cause(s) of action against Parker's.

FOR AN ELEVENTH DEFENSE

(Assumption of the Risk)

33. At the time and place of Plaintiff's injuries and damages resulting therefrom, the nature and extent of the risk(s) was fully known to Plaintiff, who was aware of and appreciated the danger thereof, if any. The Plaintiff, with knowledge of the risk(s), voluntarily exposed herself to and assumed the risk(s) of injury as alleged in the Complaint – specifically, that Richard Alexander Murdaugh, Richard Alexander Murdaugh, Jr., John Marvin Murdaugh (as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh), and Randolph Murdaugh, IV (as P.R. of the Estate of Paul Terry Murdaugh), Luther's Rare and Well Done, LLC, Kristy C. Wood, James M. Wood, Connor Cook, Renee S. Beach (as P.R. of the Estate of Mallory Beach), Morgan L. Doughty, Keith A. Cook, Jr., and Plaintiff herself knew or should have known of Paul Murdaugh's reputation of, proclivity for and actual excessive alcohol drinking and negligent, grossly negligent and reckless conduct related thereto which caused Plaintiff's alleged damages – all of which is a total and complete bar to Plaintiff's recovery. More specifically, Plaintiff assumed the risks of injury and damages when she knew or reasonably should have known that on February 23, 2019, adults Paul Murdaugh, Morgan Doughty, Connor Cook, Anthony Cook, Mallory Beach, and Plaintiff herself (“the Partiers”) collectively understood that Paul Murdaugh intentionally and illegally deceived Ms. Cohen, a Parker's customer service representative, to purchase alcohol; that she and/or they ate, drank, and socialized for hours at the Wood's house with other adults present; that she and/or they allowed Paul Murdaugh and Connor Cook to drink hard liquor or more alcohol; and that she and they rode in the boat during the early morning hours of February 24, 2019 when everyone in the boat knew or should have known the risks of injuries or other damages by choosing to participate in the boat ride driven

by a grossly intoxicated and belligerent Paul Murdaugh and perhaps others, all of which constitute an assumption of the risk applicable hereto, thus resulting in a complete bar to Plaintiff's alleged damages and recovery.

FOR A TWELFTH DEFENSE

(Joint Venture or Joint Enterprise Liability)

34. To the extent that the Plaintiff or other persons engaged in a joint venture, joint enterprise, common purpose, or community of interest causing Plaintiff's alleged injuries or damages as generally described in (but not limited to) paragraphs 24, 25, and 33 of this Answer, Plaintiff's claims are barred under South Carolina law.

ALTERNATIVE DEFENSES IF THE COURT DECLINES TO APPLY MARITIME LAW

FOR A THIRTEENTH DEFENSE

(Independent Intervening Cause under South Carolina Law)

35. If South Carolina law applies, the Plaintiff's alleged injuries and damages were due to and caused by, and were the direct and proximate result of, the intervening and superseding negligence, gross negligence, willfulness, wantonness, and recklessness of others (as described in, but not limited to, paragraphs 24 and 25 of this Answer) over whom Parker's had no control, thus constituting a complete defense to Plaintiff's claims against Parker's.

FOR A FOURTEENTH DEFENSE

(Comparative Negligence under South Carolina Law)

36. If South Carolina law applies regarding comparative fault, Plaintiff was negligent, grossly negligent, reckless, careless, willful, and wanton in the following manner:

- (a) in failing to exercise that degree of care a reasonable prudent person would have exercised under the same or similar circumstances due, at least in part, to Plaintiff's knowledge or constructive knowledge of Paul Murdaugh's reputation

of, proclivity for and actual excessive alcohol drinking and negligent, grossly negligent and reckless conduct related thereto;

(b) as described in, but not limited to, paragraphs 24 and 25 of this Answer; and

(c) such other particulars as the evidence in discovery and trial may show.

37. Parker's is informed and believes that the acts and omissions set forth above combined with and contributed to the Plaintiff's alleged injuries and damages. Parker's is further informed and believes that the liability of Parker's, if any, which is herein and hereby expressly denied, should be reduced in proportion to the Plaintiff's own negligence, and if Plaintiff's own negligence exceeded that of Parker's, she is barred from any recovery.

FOR A FIFTEENTH DEFENSE

(Apportionment under South Carolina Law)

38. If South Carolina law applies, Parker's would further plead that, should the jury find Parker's was in any way a contributing proximate cause to the accident in question, which is specifically denied, then Parker's would show that its liability was less than fifty percent (50%) of the total fault and should be liable for only that percentage of the indivisible damages determined by the jury or trier of fact pursuant to S.C. Code Ann. § 15-38-15. Parker's further pleads that, to the extent the statute purports to single out acts relating to the sale of alcohol and treat Parker's differently from all other defendants and parties, the statute is invalid and/or unconstitutional as violative of due process and the equal protection of the law.

FOR A SIXTEENTH DEFENSE

(Punitive Damages under South Carolina Law)

39. If South Carolina law applies, any award of punitive damages against Parker's is limited by S.C. Code Ann. § 15-32-510 through S.C. Code Ann. § 15-32-540, including the caps and limitations set forth in S.C. Code Ann. § 15-32-530, and Parker's pleads and incorporates all defenses,

limitations on damages, and other privileges contained in S.C. Code Ann. § 15-32-520 and S.C. Code Ann. § 15-32-530.

FOR A SEVENTEENTH DEFENSE

(Apportionment of Fault under South Carolina Law)

40. If South Carolina law applies, Parker's is entitled to have the jury apportion fault to all potential tortfeasors and to the Plaintiff, regardless of whether the other potential tortfeasors were or are named as defendants or parties to the case. Denial of a full and fair apportionment of fault, if any, would deprive Parker's of its constitutional rights under due process, equal protection, and trial by jury.

FOR AN EIGHTEENTH DEFENSE

(Setoff under South Carolina Law)

41. If South Carolina law applies, Parker's is entitled to a complete setoff of all funds Plaintiff receives in judgment(s) or settlement(s) with respect to other parties, tortfeasors, persons, estates, and/or trusts, as applicable.

RESERVATION AND NON-WAIVER

42. Parker's reserves the right to amend this Answer and to assert additional affirmative defenses as facts are developed in the course of additional investigation and discovery.

WHEREFORE, Defendant Gregory M. Parker, Inc. d/b/a Parker's Corporation prays that the Plaintiff's Complaint and action be dismissed with costs and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

s/David L. Williford

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March 18, 2022
Greenville, South Carolina

**THIS DEFENDANT RESPECTFULLY
DEMANDS TRIAL BY JURY**

s/David L. Williford

David L. Williford, Esq. (S.C. Bar # 73129)