

Deidre Giglio,

Plaintiff(s)

vs.

Ronald Nunn, a/k/a "Ronald Ochrymowich" and
Melissa, a/k/a "Missy" Ochrymowich, Lisa Wolffe
Herbert, in her Official Capacity as the Agent and
the Trustee of the Trust Benefitting Melissa
Ochrymowich,

Defendant(s)

Submitted By: JOHN T. GENTRY, III
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CIVIL ACTION COVERSHEET

2018-CP - 10-2890

NOTE: This coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing cases that are NOT E-Filed. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint. **This form is NOT required to be filed in E-Filed Cases.**

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint. NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Fraud/Bad Faith (150) <input type="checkbox"/> Failure to Deliver/Warranty (160) <input type="checkbox"/> Employment Discrim (170) <input type="checkbox"/> Employment (180) <input type="checkbox"/> Other (199) _____ <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) _____ <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) _____ | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20____-NI-____-_____ <input type="checkbox"/> Notice/ File Med Mal (230) <input type="checkbox"/> Other (299) _____ <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstatement Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture—Consent Order (850) <input type="checkbox"/> Other (899) _____ <p>Pharmaceuticals (630)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) | <p>Torts – Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Conversion (310) <input checked="" type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Wrongful Death (360) <input type="checkbox"/> Assault/Battery (370) <input type="checkbox"/> Slander/Libel (380) <input type="checkbox"/> Other (399) _____ <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate’s Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transcript Judgment (740) <input type="checkbox"/> Lis Pendens (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Approval (780) <input type="checkbox"/> Incapacitated Adult Settlement (790) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic’s Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) _____ <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCDOT (950) <input type="checkbox"/> Worker’s Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) _____ |
|--|--|---|--|

Sexual Predator (510) Pre-Suit Discovery (670)

Permanent Restraining Order (680)
 Interpleader (690)

Other (799) _____

Submitting Party Signature: _____

Date: November 30, 2018

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO.: 2018-CP-10-2890

Deidre Giglio,)
)
Plaintiff,)

**SUMMONS
JURY TRIAL DEMANDED**

vs.)

2018 NOV 30 PM 3:48

Ronald Nunn, a/k/a "Ronald)
Ochrymowich" and Melissa, a/k/a)
"Missy" Ochrymowich, Lisa)
Woolfe-Herbert, in her Official)
Capacity as the Agent and the)
Trustee of the Trust Benefitting)
Melissa Ochrymowich,)

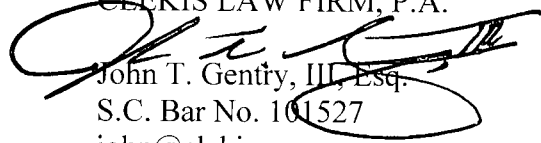
Defendants.)
)
)

TO: THE DEFENDANT ABOVE NAMED

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the subscriber at his office at 171 Church Street, Suite 160, Charleston, South Carolina, 29401 within thirty (30) days after service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, exclusive of the day of such service, judgment by default will be entered against you for the relief demanded in the Complaint.

Respectfully Submitted,
CLEKIS LAW FIRM, P.A.



John T. Gentry, III, Esq.
S.C. Bar No. 101527
john@clekis.com

Post Office Box 1867 (29402)
171 Church Street, Suite 160
Charleston, SC 29401
T*843.720.3737
F*843.577.0460

ATTORNEY FOR PLAINTIFF

Charleston, South Carolina

11.30, 2018.

“Missy Ochrymowich”) is a citizen and resident of the County of Charleston, State of South Carolina, and is domiciled herein.

4. Plaintiff is further informed and does believe that Defendant Lisa Wolff Herbert, in her Official Capacity as Trustee of the Trust Benefitting Melissa Ochrymowich, is a citizen, resident, and domiciliary of the State of South Carolina, County of Charleston.
5. Plaintiff further alleges and is informed and does believe that at all times relevant to this action, Defendant Herbert was responsible for paying the automobile insurance premium for the vehicle identified herein as 2012 Nissan SUV bearing South Carolina License Plate KTY333.
6. Plaintiff is further informed and does believe that the applicable Trust document making Defendant Herbert the Trustee for the Benefit of Defendant Melissa Ochrymowich, put a fiduciary duty on Defendant Herbert to keep the automobile insurance policy on the above-referenced vehicle in-effect at all times relevant to this action.

JURISDICTION AND VENUE

7. This Court has jurisdiction over the parties to this action pursuant to Article V of the South Carolina Constitution, as well as S.C. Code Ann. §§ 36-2-802 and 36-2-803 (Law Co-op 1976).
8. Venue in this action is proper pursuant to S.C. Code Ann. § 15-7-30, given that both the events underlying this cause of action, as well as the Defendant’s domicile are in Charleston County.

FACTUAL BACKGROUND

9. On or about 11:05 am on November 30, 2015, Deidre Giglio was traveling South on Main Road and slowed for traffic at the intersection of Main Road and Patton Avenue on Johns Island, South Carolina in the County of Charleston.
10. At the afore-mentioned date and time, the Defendant Driver—who Plaintiff is informed and does believe was traveling at an excess rate of speed, texting while driving, driving without insurance, driving with a suspended license, driving while tending to his pet canine in the backseat and driving a motor vehicle belonging to Defendant Owner Melissa Ochrymowich—was traveling behind Plaintiff Giglio proceeding South on Main Road.
11. Further at the afore-mentioned date and time, the Defendant Driver was engaging in the aforesaid conduct simultaneously while operating Defendant Owner's motor vehicle despite only having the use of one leg.
12. Further at the afore-mentioned date and time and as a result of his acts and omissions described above, Defendant Driver was not paying attention to the flow of traffic in front of him and crashed violently into Ms. Giglio's vehicle with such force that it destroyed the Plaintiff's vehicle, thereby trapping the Plaintiff in her vehicle and causing her traumatic and permanent personal injuries as well as severe property damage.
13. Prior to this car crash described above, Defendant Driver's license had been suspended several times due to his violation of one or more traffic laws, and Defendant Driver's license was suspended at the time of this car crash as a result.
14. Plaintiff is further informed and does believe that at the afore-mentioned date and time of this car crash and prior to this car crash, Defendant Owner lived with

Defendant Driver and had actual notice of Defendant Driver's numerous traffic violations and license suspension. Nevertheless, Defendant Owner allowed Defendant Driver to operate her vehicle knowing that Defendant Driver was a danger to others on the road and did not have a valid driver's license.

15. Defendant Owner further allowed Defendant Driver to drive her vehicle with actual knowledge that her vehicle did not have insurance.
16. Defendant Owner further had this knowledge in concert with Defendant Herbert, as Defendant Herbert—who acted as the Trustee of a Trust created for the benefit of Defendant Owner—was responsible for paying Defendant Owner's automobile insurance premium at all times relevant to this action, had failed to pay the insurance premium on the vehicle.
17. Further and as a result of the car crash afore-described, Defendant Owner was subsequently arrested for failing to insure her vehicle and allowing Defendant Driver to operate said vehicle.
18. Because of all of the Defendants' unlawful and reckless conduct, Plaintiff Giglio not only incurred medical expenses, pain and suffering, loss of enjoyment of life, and lost wages, but now suffers and continues to suffer from a traumatic brain injury as a result of the November 30, 2015 car crash caused by the Defendants. Further as a result limited funds due to Defendants' statutory violations, Plaintiff has yet to be adequately compensated for her injuries.

FOR A FIRST CAUSE OF ACTION
(Negligence/Negligence Per Se/Gross Negligence—Defendant Driver)

19. Plaintiff Giglio reaffirms and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein.

20. Plaintiff Giglio was injured and damaged as a result of the negligence, carelessness, and recklessness/gross negligence of Defendant Driver, by failing to use even slight care due to the acts and omissions described in one or more of the following particulars:
- a. In failing to apply the brakes of the vehicle and/or maintain them in proper working condition;
 - b. In failing to steer or take other evasive action so as to avoid the collision;
 - c. In failing to keep a proper lookout;
 - d. In failing to yield as required by law;
 - e. In operating the vehicle at a high and excessive rate of speed under the circumstances;
 - f. In failing to observe the conditions of traffic;
 - g. By texting and operating his phone while driving;
 - h. By driving with a suspended license;
 - i. By driving distracted from caring for his canine while driving;
 - j. By driving without insurance;
 - k. By failing to use that extra degree of care in driving which is required of a driver operating a motor vehicle with only one leg;
 - l. In failing to take proper precautions to avoid the collision that resulted;
and;
 - m. In failing to exercise that degree of care that a reasonably prudent person would have exercised under the same or similar circumstances.
 - n. By and through additional particulars to be supplemented through discovery and the trial of this case.

All of which were the direct and proximate cause of the injuries and damages suffered and to be suffered by Plaintiff Giglio, said acts being in violation of the Code of Laws of the State of South Carolina.

FOR A SECOND CAUSE OF ACTION
(Negligence/Negligence Per Se/Gross Negligent Entrustment—Defendant Melissa Ochrymowich)

21. Plaintiff Giglio reaffirms and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein.
22. Defendant Driver, a/k/a “Ronald Nunn, a/k/a Ronald Ochrymowich” was legally forbidden from driving a motor vehicle at the time of the afore-described events underlying this cause of action that stemmed from myriad traffic violations.
23. Plaintiff is informed and does believe that the Defendant Owner Melissa Ochrymowich either knew, or had reason to know that Defendant Driver had a driving record with said myriad traffic violations, and was not licensed and thereby forbidden from driving a motor vehicle in the state of South Carolina.
24. Defendant Owner further knew or had reason to know that the vehicle that she entrusted to Defendant Driver was not insured.
25. Defendant Owner nevertheless entrusted her motor vehicle—a dangerous instrumentality when operated by Defendant Driver with previous traffic violations and with a suspended license—to Defendant Driver despite either knowing or having reason to know that Defendant Driver was not licensed.
26. Defendant Owner’s entrustment of her vehicle to Defendant Driver created an appreciable risk of harm to others including the Plaintiff, and Defendant Owner had a relational duty not to entrust her vehicle to an unlicensed driver.

27. The Plaintiff suffered harm through personal injuries and property damage due to the unlicensed Defendant Driver's negligence/gross negligence/negligence *per se*, and this harm was proximately caused by Defendant Owner entrusting her vehicle to the Defendant Driver.

FOR A THIRD CAUSE OF ACTION
(Negligence—Defendant Lisa Wolff Herbert)

28. Plaintiff Giglio reaffirms and reiterates all of the allegations contained in the preceding paragraphs as fully as if repeated herein.

29. An agreement existed as part of a Trust and/or other legal instrument whereby Defendant Herbert undertook to pay the automobile insurance premium for the vehicle involved in this accident on behalf of Defendant Melissa Ochrymowich.

30. Despite undertaking this duty and responsibility, Defendant Herbert allowed the automobile insurance on the vehicle to lapse, causing it to be canceled.

31. Defendant Herbert further knowingly allowed the other Defendants to use the vehicle involved in the accident despite her knowledge that the vehicle was uninsured.

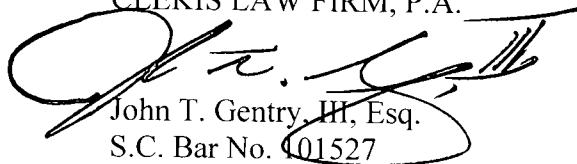
32. As a result of the acts and omissions of this Defendant, the Plaintiff has yet to be made whole or adequately compensated for the serious injuries she sustained as a result of this accident.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Giglio prays for judgment against the Defendants for such sums as will fully, fairly, and justly compensate Plaintiff Giglio, on each of the above-referenced claims as follows:

1. Awarding compensatory damages for past and future damages, including but not limited to pain and suffering for all personal injuries, loss of enjoyment of life, and healthcare costs, lost wages, and permanent impairment, together with interests and costs;
2. For any other causes of action and/or claims as may be compensable under local law and/or statutes as may apply under the laws of South Carolina in the jurisdiction and venue in which this case will be held for trial;
3. Punitive and/or exemplary damages for the wanton, willful, reckless acts of the Defendants, and each of them, who demonstrated a complete disregard and reckless indifference for the safety and welfare of the general public and to Plaintiff Giglio in an amount sufficient to punish Defendants and deter future similar conduct;
4. Awarding Plaintiff Giglio reasonable attorney's fees;
5. Awarding Plaintiff Giglio the costs of these proceedings; and
6. Such other and further relief that this Court deems just and proper.

Respectfully Submitted,
CLEKIS LAW FIRM, P.A.



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At Charleston, South Carolina

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ATTORNEY FOR PLAINTIFF