

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) 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)

s/Scott M. Mongillo

Scott M. Mongillo (SC Bar No. 16574)

Peoples Building

18 Broad Street, Mezzanine

Charleston, South Carolina 29401

Telephone 843.573.9900

Facsimile 843.573.0200

ronnie@blandrichter.com

scott@blandrichter.com

s/Eric S. Bland

Eric S. Bland (SC Bar No. 64132)

105 West Main Street, Suite D

Lexington, South Carolina 29072

Telephone 803.256.9664

Facsimile 803.256.3056

ericbland@blandrichter.com

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

) IN THE COURT OF COMMON PLEAS
) 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.

COMPLAINT
(Jury Trial Demanded)

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.

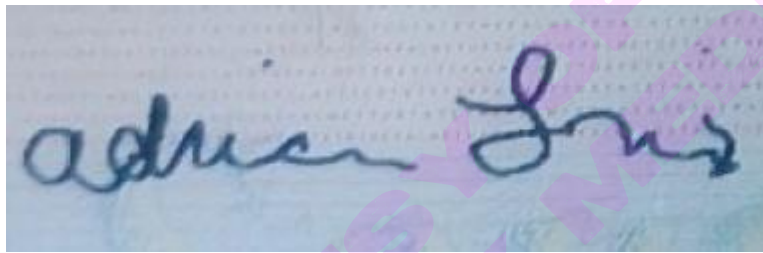
51. In violation of Rule 1.4, Pendarvis never told Adrian about the settlement.

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.

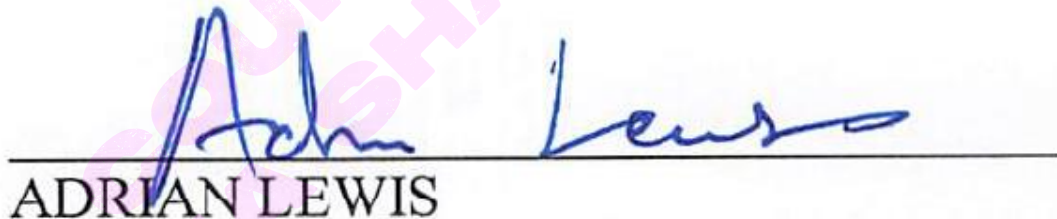
53. Moreover, Adrian never signed the notarized and verified Release.

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

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



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



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

s/Ronald L. Richter, Jr.

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

s/Scott M. Mongillo

Scott M. Mongillo (SC Bar No. 16574)

Peoples Building

18 Broad Street, Mezzanine

Charleston, South Carolina 29401

Telephone 843.573.9900

Facsimile 843.573.0200

ronnie@blandrichter.com

scott@blandrichter.com

s/Eric S. Bland

Eric S. Bland (SC Bar No. 64132)

105 West Main Street, Suite D

Lexington, South Carolina 29072

Telephone 803.256.9664

Facsimile 803.256.3056

ericbland@blandrichter.com