

STATE OF SOUTH CAROLINA

COUNTY OF HAMPTON

Renee S. Beach, as P.R. of the Estate of
Mallory Beach,

PETITIONER(S),

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,

RESPONDENTS.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2019-CP-25-00111

**Verified Petition for Wrongful Death and
Survival Settlement and Motion to Stay
the Remaining Proceedings**

The Petitioner, Renee S. Beach, as P.R. for the Estate of Mallory Beach, who was duly appointed, respectfully shows unto this Honorable Court as follows:

1. The Petitioner was duly appointed by and qualified in the Probate Court as the P.R. of the Estate of Mallory Beach.

2. The Petitioner alleges that Mallory Beach died in the early morning hours of February 24, 2019 when an intoxicated Paul Murdaugh drove a boat owned by his parents and crashed into a cluster of pilings at the bridge in Archers Creek in Port Royal, South Carolina. Mallory was a passenger in the boat, along with four of her friends. She hit her head after being ejected and died, her body was found a week later. On the afternoon of February 23, 2019, Paul Murdaugh, despite being underage, bought three different kinds of alcohol from Parker's 55, a gas station owned and operated by Gregory M. Parker, Inc. in Jasper County, South Carolina. Paul's older brother, Richard Alexander Murdaugh, Jr. ("Buster"), let Paul use his driver's license to

purchase the alcohol. It is alleged that Paul drank the alcohol that Parker's clerk sold him and became grossly intoxicated, which caused him to crash the boat into the pilings. Plaintiff also brought claims against the Estate of Margaret Kennedy Branstetter Murdaugh alleging she had knowledge of the fact that Paul regularly used Buster's license to purchase alcohol and would regularly drive vehicles while under the influence of alcohol.

3. Gregory M. Parker, Inc. d/b/a Parker's Corporation has three layers of insurance:
 - a. Utica National Insurance Group
 - i. Policy No.: CG5221028
 - ii. Policy Limits: \$1,000,000
 - b. Evanston Insurance Company
 - i. Policy No.: XOBW7947519
 - ii. Policy Limits: \$10,000,000
 - c. Startstone Specialty Insurance Company
 - i. Policy No.: 80389V192ALI
 - ii. Policy Limits: \$10,000,000

4. The insurers of Gregory M. Parker, Inc. d/b/a Parker's Corporation have made an offer of \$15,000,000 to compromise and settle the claims which the Petitioner, as P.R. of the Estate of Mallory Beach, has brought in this action as a result of the wrongful death of Mallory Beach against Gregory M. Parker, Inc. d/b/a Parker's Corporation, for the sale of alcohol to Paul Murdaugh on February 23, 2019 and the boat crash that occurred on February 24, 2019, pursuant to S.C. Code Ann. §§ 15-51-10 to -60 (2005 & Supp. 2011), and for any survival claim under S.C. Code Ann. § 15-5-90 (2005). The compromise and settlement herein relate to claims described in this Petition only and does not affect any of the claims set forth and pending in Civil Action 2021-

CP-25-00392.

5. The Estate of Margaret Kennedy Branstetter Murdaugh has made an offer of \$517,892.03 plus Margaret Murdaugh's 2021 GLS450 Mercedes to compromise and settle any potential disputed claims which the Petitioner, as P.R. of the Estate of Mallory Beach, may now or hereafter have as a result of the death of Mallory Beach against John Marvin Murdaugh, as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh, or any of their affiliates or subsidiaries for the boat crash that occurred on February 24, 2019, pursuant to S.C. Code Ann. §§ 15-51-10 to -60 (2005 & Supp. 2011), and for all possible claims or causes of action surviving or which may survive under S.C. Code Ann. § 15-5-90 (2005).

6. The total settlement amount is \$15,517,892.03 plus the sales proceeds from the Mercedes received from the Estate.

7. The Petitioner has retained Mark B. Tinsley of Gooding & Gooding, P.A., Roberts "Tabor" Vaux, Jr. of Vaux Marscher Berglind, P.A., and John S. Nichols of Bluestein Thompson Sullivan, LLC as legal counsel and the terms of their agreement with respect to attorneys' fees and costs are that the attorneys are entitled to a fee of one third of the gross recovery, plus any additional costs advanced by counsel in association with this action. However, the attorneys and petitioner have agreed to sell the Mercedes with all proceeds being paid to Mal's Palz, a charity created in honor of Mallory Beach.

8. The legal fee associated with the settlement as outlined herein is \$5,172,630.68, to be broken down as follows:

- a. \$130,000.00 from the legal fees to be paid to Mal's Palz charity
- b. Gooding & Gooding, P.A. - \$3,591,973.01
- c. Vaux Marscher Berglind, P.A. - \$1,200,657.67

d. Bluestein Thompson Sullivan, LLC - \$250,000.00

9. The expenses to be paid to the law firms referenced above and associated with the settlement as outlined herein are \$147,926.85.

10. That the undersigned attorneys for the Petitioner have advised the Petitioner that any claims which she may have in this matter against Gregory M. Parker, Inc. d/b/a Parker's Corporation and John Marvin Murdaugh, as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh are disputed claims for which recovery might not be had or might be had in a lesser amount. The Petitioner and undersigned attorneys recommend the approval by this Court of the acceptance of the offer of compromise and settlement as set forth. The Petitioner and undersigned attorneys request this Court approve a full and final compromise and settlement of all claims, demands, damages, expenses, loss of services, grief, sorrow, and all causes of action arising under S.C. Code Ann. §§ 15-51-10 to -60 and for all possible claims or causes of action surviving or which may survive under S.C. Code Ann. § 15-5-90, against Gregory M. Parker, Inc. d/b/a Parker's Corporation and John Marvin Murdaugh, as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh.

11. That Mallory Beach died intestate, was not married, and did not have any children.

12. The statutory beneficiaries of any claims, demands, damages, expenses, loss of services, grief, sorrow, any causes of action arising under S.C. Code Ann. §§ 15-51-10 to -60, and for any causes of action surviving or which may survive under S.C. Code Ann. § 15-5-90, are Phillip Beach and Renee S. Beach.

13. Petitioner is informed and believes that this Court's Co-Receivers will be filing a petition for the administration and liquidation of the receivership funds. Accordingly, the Petitioner requests the Court continue the trial currently set for August 14, 2023, and stay any

further litigation in this matter in order to allow the resolution of the receiver's claims process to occur. The petitioner believes a continuance and stay would best serve everyone involved and promote judicial efficiency.

WHEREFORE, the Petitioner asks that they be authorized and directed to accept the offer of compromise and settlement of the disputed claims as set forth above and accept the settlement proceeds from Gregory M. Parker, Inc. d/b/a Parker's Corporation and the Estate of Margaret Kennedy Branstetter Murdaugh, and from any and all claims, demands, damages, expenses, loss of services, grief, and sorrow, arising or to arise, or resulting from the alleged wrongful death of Mallory Beach, including but not limited to all claims assertable or asserted under S.C. Code Ann. §§ 15-51-10 to -60, all claims or causes of action surviving or which may survive under S.C. Code Ann. § 15-5-90, and all claims or causes of action against Gregory M. Parker, Inc. d/b/a Parker's Corporation and John Marvin Murdaugh, as P.R. of the Estate of Margaret Kennedy Branstetter Murdaugh. The Petitioner understands that as the P.R. of the Estate of Mallory Beach, they must notify the Probate Court of the settlement of the survival action within 10 days of the filing of the Order approving the settlement. Petitioner further requests this Court continue the remaining claims against Richard Alexander Murdaugh and stay this matter until after the resolution of the Co-Receiver's claim process as order and approved by this Court.

Renee S. Beach
Renee S. Beach as P.R. of the Estate of Mallory Beach

Sworn to and subscribed before me
this 27th of July, 2023.
[Signature]

Notary Public for Sarah Carlson

My commission expires 6/16/32

STATE OF SOUTH CAROLINA)
) VERIFICATION
COUNTY OF HAMPTON)

PERSONALLY appeared before me, Renee Beach, who, being duly sworn, deposes and says that she is the Petitioner in the within action; that she has read the foregoing Petition and that the matters set forth therein are true to the best of her own knowledge, information, and belief.



Renee Beach

SWORN to before me this

27th day of July, 2023.

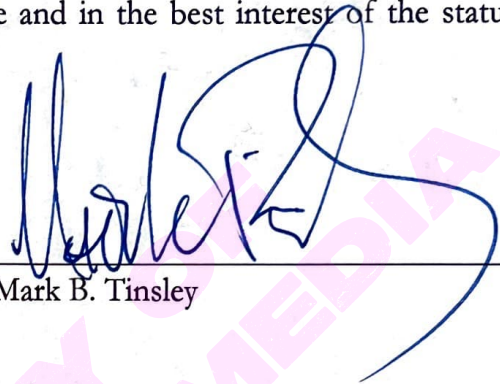


Notary Public for South Carolina

My Commission expires: 6-16-32

Attorney's Certificate

I, Mark B. Tinsley, the undersigned attorney for the above-named Petitioner, Renee S. Beach as P.R. for the Estate of Mallory Beach, join in the foregoing Petition and hereby evidence my approval of the settlement set forth herein and attest to the fact that I am of the opinion that this settlement is fair and reasonable and in the best interest of the statutory beneficiaries and the estate of the decedent.



Mark B. Tinsley

COURTESY
LUNA SHARK MEDIA