

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	THIRD JUDICIAL CIRCUIT
COUNTY OF ALLENDALE)	
)	Civil Action No.: 2023-CP-____ - ____
TEJWANNA HAY, as guardian and on)	
behalf of STB, FB, and SDB (minors),)	
)	
Plaintiff,)	
)	
v.)	SUMMONS
)	
Taylor A. Peace, Harrell, Martin & Peace,)	
P.A.,)	
)	
Defendants.)	

TO: THE ABOVE-NAMED DEFENDANTS AND THEIR COUNSEL:

YOU ARE SUMMONED and required to answer the Complaint in this action, a copy of which is being served on you, and to serve a copy of your answer to this complaint at the addresses shown below, within thirty (30) days after service, exclusive of the day of such service, and if you fail to answer the Complaint, judgment by default will be entered against you for the relief requested in the Complaint.

RICHARDSON THOMAS, LLC

s/Brady R. Thomas
 Brady R. Thomas (SC Bar No. 72530)
 Chris Moore (SC Bar No. 77934)
 Grace Babcock (SC Bar No. 105714)
 1513 Hampton Street, 1st Floor
 Columbia, South Carolina 29201
 T: (803) 281-8150
brady@richardsonthomas.com
chris@richardsonthomas.com
grace@richardsonthomas.com

GOODING & GOODING, PA

s/Mark B. Tinsley

Mark B. Tinsley (SC Bar No. 15597)
mark@goodingandgooding.com
PO Box 1000
Allendale, SC 29810
T: (803) 584-7676

ATTORNEYS FOR PLAINTIFF

April 19, 2023

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	THIRD JUDICIAL CIRCUIT
COUNTY OF ALLENDALE)	
)	Civil Action No.: 2023-CP-____ - ____
TEJWANNA HAY, as guardian and on behalf of STB, FB, and SDB (minors),)	
)	
Plaintiff,)	
)	
v.)	COMPLAINT
)	(Jury Trial Demanded)
Taylor A. Peace, Harrell, Martin & Peace, P.A.,)	
)	
)	
Defendants.)	

Plaintiff, Teywana Hay, by and through undersigned counsel, hereby bring this Complaint against Defendants and allege as follows:

THE PARTIES, JURISDICTION, VENUE, AND APPLICABLE LAW

1. Plaintiff Tejwana Hay is a citizen and resident of South Carolina and the duly appointed guardian for her siblings who are minors, STB, FB and SDB.
2. Defendant Taylor A. Peace is a lawyer and a resident of the State of South Carolina.
3. Defendant Harrell, Martin & Peace, PA is a partnership, organized and existing under the laws of South Carolina, doing business in Lexington County. At all times relevant, this entity was the employer of Defendant Taylor A. Peace and is vicariously liable for the tortious conduct described herein. Defendants Taylor A. Peace and Harrell, Martin & Peace, PA will herein sometimes collectively be referred to as the "Peace Defendants."
4. This Court has general and specific personal jurisdiction over the Defendants because they committed the tortious conduct at issue in South Carolina, reside in South Carolina, and/or maintain significant and continuous contacts in South Carolina.

5. Venue is proper in Allendale County because the most substantial part of the alleged acts and omissions giving rise to the cause of actions at issue occurred in Allendale County.

FACTS

6. Sometime prior to 2011, Plaintiff's, STB's, FB's, as well as SDB's mother, Donna Badger, was killed tragically by a United Parcel Service truck driven by Matthew C. Fields.

7. STB was very young. She was born in 2010.

8. FB was very young. She was born in 2006.

9. SDB was very young. She was born in 2008.

10. A settlement was reached with United Parcel Service and Matthew C. Fields that was designed to provide substantial sums through structured settlements that paid out separate payments to STB, FB, and SDB starting sometime after each minor reaches the age of majority, and to be paid out for years to come.

11. On October 31, 2012, the Honorable Carmen Mullen issued an Order approving the settlement which provides for Periodic Payments through John Hancock Life Insurance Company as follows:

2. Periodic Payments through John Hancock Life Insurance Company:

Payable to [REDACTED]
\$3,610.00 per Month, guaranteed 10 years, beginning on August 1, 2028.
The last payment will be made on July 1, 2038.

Payable to [REDACTED]
\$3,950.00 per Month, guaranteed 11 years, beginning on August 1, 2027.
The last payment will be made on July 1, 2038.

\$45,000.00 guaranteed lump sum payable on July 1, 2027.

Payable to [REDACTED]
\$4,100.00 per Month, guaranteed 10 years, beginning on August 1, 2028.
The last payment will be made on July 1, 2038.

\$50,000.00 guaranteed lump sum payable on July 1, 2028.

19. The Order provides for Periodic Payments through Prudential Insurance Company of America as follows:

Payable to [REDACTED]
\$45,000.00 guaranteed lump sum payable on July 1, 2025.
\$3,610.00 per Month, guaranteed 3 years, beginning on August 1, 2025.
The last payment will be made on July 1, 2028.

\$3,610.00 per Month, guaranteed 7 years, beginning on August 1, 2038.
The last payment will be made on July 1, 2045.

Payable to [REDACTED]



\$3,950.00 per Month, guaranteed 9 years, beginning on August 1, 2038.
The last payment will be made on July 1, 2047.

Payable to [REDACTED]
\$4,100.00 per Month, guaranteed 10 years, beginning on August 1, 2038.
The last payment will be made on July 1, 2048.

12. Judge Mullen included a provision in the Order designed to protect the minors and the other payees. This paragraph, hereinafter referred to as the “No Sale Provision,” provides:

F. The future periodic payments cannot be accelerated, deferred, increased or decreased and no payee shall have the right or power to sell, encumber, assign or transfer the above-mentioned future periodic payments.

13. In 2017, an individual named Ryan Blank, approached the Plaintiff Tejawanna Hay about selling, and Ryan Blank purchasing, a structured settlement payable to her. Plaintiff was also the daughter of Donna Badger.

14. Richard A. Steadman, Jr., and Steadman Law Firm, P.A. (collectively “Steadman”) facilitated the sale of Plaintiff’s structured settlement to Ryan Blank, and through that sale, Steadman learned of the October 31, 2012 Order and the No Sale Provision.

15. Steadman, despite having knowledge or awareness of the Order and the No Sale Provision, made false representations to the Court approving the sale of Plaintiff’s structured settlement, and affirmatively stated “that the sale did not contravene the order of any court.”

16. Ryan Blank, acting through and with Pitchberg Funding, LLC; Berkman First Funding, LLC; Sutton Park Structured Settlements, LLC; Richard A. Steadman, Jr.; and Steadman Law Firm, P.A. (collectively referred to as the “Conspirators”) requested to be introduced to Arthur Badger, the father of the minors, to facilitate more sales in contravention of the No Sale Provision.

17. The Conspirators, after being introduced to Arthur Badger, paid for Mr. Badger to visit Washington, D.C.

18. During this visit, the Conspirators wined, dined, and lavishly entertained Mr. Badger as a part of plan to get him to quickly sign off on sales of FB, STB, and SDB's structured settlements and other structured settlements belonging to the Badger family arising from the death of Donna Badger.

19. In January of 2018, entities affiliated with Blank were fined by the State of Maryland for using similar "predatory" and "deceptive sales tactics" to take advantage of vulnerable structured settlement payees. *See* <https://www.marylandattorneygeneral.gov/press/2018/010818.pdf> (last visited April 18, 2023).

20. The Maryland Attorney General's investigation found that Blank and his affiliated entities gave sellers "insufficient time" to read terms and conditions before signing transfer agreements for their structured settlements.

21. Blank's affiliated entities were similarly censured for using attorneys in Maryland to facilitate similar unreasonable sales. The Maryland Attorney General's Press Release provides in part:

Respondents also allegedly referred consumers to attorneys who would provide "independent professional advice" and paid the attorneys for those services, when the law required that the "independent professional advice" be provided by someone who is retained by the consumer, who is not affiliated with or compensated by the factoring company, and whose compensation is not affected by whether the transaction occurs.

22. Ultimately, in 2018, the Maryland Attorney General's Office sanctioned Blank and his entities and banned Blank and several of his business associates from doing business in the state of Maryland after the investigation found they were acting deceptively in pushing structured settlement transfer deals through the courts.

23. The Conspirators replicated what Blank and his entities were sanctioned for in Maryland and gave Mr. Badger insufficient time to read the terms and conditions of the minors' sales.

24. Similarly, the Conspirators used the Peace Defendants to facilitate the unreasonable sales at issue in the same manner that is referred to in paragraph 21 above.

PEACE TRANSACTIONS

25. At all relevant times, an attorney-client relationship existed between the Badger family and Defendants Taylor A. Peace, and Harrell, Martin & Peace, P.A. (the "Peace Defendants").

26. In June of 2018, Defendant Taylor Peace was contacted by Richard Steadman, Esq., about providing letters to the Court of Common Pleas in Allendale County as a part of the Conspirators' intent to purchase the minors' structured settlements for unreasonable terms and in violation of the Court Order and the No Sale Provision.

27. Defendant Taylor Peace, while in law school, clerked for Richard Steadman, Esq., and felt a sense of loyalty to Steadman and wanted to help Steadman's clients make sure the structured settlement sales went through.

28. Defendant Taylor Peace corresponded with Blank to facilitate the sale of the minors' structured settlements.

29. Had Defendant Taylor Peace googled Blank at that time, he would have seen the Maryland Attorney General's press release referenced above and discovered the conspiracy.

30. Had Defendant Taylor Peace discussed the circumstances of how the sales contracts were entered into, he would have discovered the conspiracy.

31. Defendant Taylor Peace coordinated directly with Steadman's clients to facilitate the sale of the minors' structured settlements at unreasonable rates.

32. Steadman's clients' interests were adverse to the minors.

33. Defendant Taylor Peace was paid by Steadman for his work which was supposed to be on behalf of the Badger family and the minors.

34. Defendant Taylor Peace was motivated by financial gain in his acts and omissions in that he hoped for more referrals from Steadman.

35. Defendant Taylor Peace had a conflict of interest in that he was being paid by Steadman's clients to facilitate the sales that were detrimental to Defendant Taylor Peace's clients, the minors.

36. Defendant Taylor Peace wrote letters that he submitted to the Court in Allendale to facilitate the sale of the minors' structured settlements under the Structured Settlement Protection Act.

37. In the letters, Defendant Taylor Peace states: "I conferred with Arthur Badger for the purpose of providing independent public advice concerning the transfer of this settlement."

38. The settlements being transferred were the minors' settlements.

39. Steadman and Peace were submitting the letters to the Court in an effort to show that the "Payees," i.e., the minors, under the Structured Settlement Protection Act were given independent professional advice as referred to in S.C. Code Ann. § 15-50-40.

40. Thus, "the advice of an attorney" (*see* § 15-15-20) rendered by Peace, by definition, was to Arthur Badger as the natural guardian and for benefit of the minors, whose settlements were being transferred.

41. The Peace Defendants failed to make clear to the Badger family who they represented and created the reasonable belief that they were acting on behalf of the entire family.

42. Defendant Taylor Peace, in fact, did not provide “independent professional advice” to the Badger family because he was accepting compensation from the Conspirators.

43. The Conspirators solicited these letters from the Peace Defendants in an effort to knowingly violate the Court Order and the No Sale Provision and to secure unconscionable purchases of the minors’ settlements.

44. Defendant Taylor Peace knew or should have known that structured settlements for minors were established by a Court Order.

45. Defendant Taylor Peace also knew or should have known that Arthur Badger lacked any authority to make any decision regarding the sale of any structured settlement established by the Court Order.

46. Defendant Taylor Peace either ignored or failed to request or obtain a copy of the Court Order establishing the structured settlements for the minors.

47. The sale values for the structured settlements were unconscionable and greatly favored the economic interests of the purchasers.

48. Upon information and belief, Defendant Taylor Peace either ignored or did not fully understand the terms of the sales or the ages of the minors at issue.

49. Defendant Peace never made any effort to meet, and in fact never met, any of the minor children.

50. Defendant Taylor Peace did not advise the Badger Family that a guardian ad litem or separate counsel should be appointed to protect the minors’ interest despite the fact that

Defendant Peace knew or should have known that sales were detrimental to the minors' best interests.

51. STB's structure settlement had an aggregate value of \$492,000.00 and was sold for \$7,500.00.

52. FB's structured settlement had an aggregate value of \$273,240.00 and was sold for \$35,000.00.

53. SDB's structured settlement had an aggregate value of \$426,600.00 and was sold for \$7,500.00.

54. Defendant Peace failed to do anything to look out for the interest of the Badger family or the minors.

55. Defendant Taylor Peace simply rubber-stamped letters to the Court for Steadman's clients' benefit without doing proper due diligence and failing to look out for the interest of the Badger family or the minors.

56. The Peace Defendants' negligence resulted in the minors suffering damages. These violations of the standard of care by the Defendants are addressed in the attached affidavit of Michael Virzi. *See* Exhibit 1.

AS A FIRST CAUSE OF ACTION
Legal Malpractice/Negligence/Gross Negligence
(As to Taylor A. Peace, and Harrell, Martin & Peace, P.A.)

57. Plaintiff fully incorporates all previous paragraphs.

58. The Peace Defendants undertook the duty to represent and to render competent legal services to the Badger family and the minors.

59. In so doing, the Peace Defendants undertook the duty to protect and to provide legal advice to the Badger family and the minors in accordance with the standard of care for lawyers in South Carolina.

60. The Peace Defendants, motivated by financial gain, breached the duties owed to the Badger family and the minors and committed the following negligent acts and/or omissions which constituted a failure to comply with the standard of care:

- a. ignoring or failing to obtain a copy of the Court Order establishing the minors' structured settlements;
- b. undertaking representation of the Badger family and the minors while having a conflict of interest;
- c. failing to conduct adequate due diligence;
- d. failing to zealously represent the Badger family and the minors;
- e. allowing the sales of the minors' structured settlements;
- f. working to facilitate sales for the benefit of Steadman's clients who both paid the Peace Defendants and who had adverse interests to the Badger family and the minors;
- g. failing to advise the Badger family that separate representation or a guardian ad litem should be brought in to protect the minors' interest;
- h. working to facilitate unconscionable sales that violated a court order and were to the detriment of the Badger family and the minors' best interest; and
- i. by such other particulars as laid out in affidavit of Michael Virzi, Esq. (Exhibit 1) and as will be found in discovery and proven at trial.

61. The Peace Defendants' acts and/or omissions, as set forth above, were reckless, willful, and/or grossly negligent.

62. As a direct and proximate result of the Peace Defendants' breaches of duty owed to the Badger family and the minors, the minors incurred damages.

63. The above-described deviations from the acceptable standards of care, negligence, and/or grossly negligent actions and omissions combined and concurred as proximate causes of the damages suffered by the minors.

64. Due to the Peace Defendants' grossly negligent, careless, reckless, and/or wanton conduct, as described above, the minors are entitled to receive an award of punitive damages.

AS A SECOND CAUSE OF ACTION
(As to As to Taylor A. Peace, and Harrell, Martin & Peace, P.A.)
Unfair Trade Practices Act, S.C. Code Ann. §§ 39-5-10 *et seq.*

65. Plaintiff fully incorporates all previous paragraphs.

66. Plaintiff suffered an ascertainable loss of money as a result of the Peace Defendants' unfair acts, methods, and practices described above.

67. The Peace Defendants' unfair practices impact the public interest and have the potential for repetition as evidenced by the fact that Defendant Peace submitted letters for each of the three minors, and thus the acts have already repeated.

68. The Peace Defendants' unfair practices also impact the public interest because they were used to violate Court Orders issued by our judiciary branch to protect the public and the minors at issue in this case.

69. Further, the Peace Defendants' procedures create a potential for repetition of the unfair acts.

70. Defendants' actions were willful and thus Plaintiff is entitled to an award of three times the actual damages sustained.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants as follows:

- a. actual damages including pecuniary loss to the minors that may be proven at trial;
- b. a three times multiplier of damages pursuant to the Unfair Trade Practices Act;
- c. attorneys' fees pursuant to the Unfair Trade Practices Act;
- d. for prejudgment interest;
- e. for all costs of court;
- f. for punitive damages as determined by the trier of fact; and
- g. for such other relief as the trier of fact deems just and proper.

Respectfully submitted,

RICHARDSON THOMAS, LLC

s/Brady R. Thomas

Brady R. Thomas (SC Bar No. 72530)

Chris Moore (SC Bar No. 77934)

Grace Babcock (SC Bar No. 105714)

1513 Hampton Street, 1st Floor

Columbia, South Carolina 29201

T: (803) 281-8150

brady@richardsonthomas.com

chris@richardsonthomas.com

grace@richardsonthomas.com

GOODING & GOODING, PA

s/Mark B. Tinsley

Mark B. Tinsley (SC Bar No. 15597)

mark@goodingandgooding.com

PO Box 1000

Allendale, SC 29810

T: (803) 584-7676

ATTORNEYS FOR PLAINTIFF

April 19, 2023