

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

RONALD CHAD BLANKENSHIP, as  
PERSONAL REPRESENTATIVE of the  
ESTATE of CHARLOTTE BLANKENSHIP,  
deceased,

Plaintiff,

v.

LINDSAY CORPORATION, a foreign  
corporation; LINDSAY TRANSPORTATION  
SOLUTIONS SALES & SERVICE, LLC, a  
foreign company; BARRIER SYSTEMS, a  
foreign corporation; BAGWELL FENCE  
COMPANY, a domestic corporation; and  
SOUTH CAROLINA DEPARTMENT OF  
TRANSPORTATION,

Defendants.

) IN THE COURT OF COMMON PLEAS  
) SEVENTH JUDICIAL CIRCUIT  
) CASE NO.:

SUMMONS

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED and required to Answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Complaint upon the Plaintiff through his attorney, Malcolm M. Crosland, Jr., Esquire, at his office at P.O. Box 9, Charleston, SC 29402, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to Answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

DATED at Charleston, South Carolina, this 31<sup>st</sup> day of January, 2018.

THE STEINBERG LAW FIRM, L.L.P.  
P.O. Box 9  
Charleston, SC 29402  
(843) 720-2800 - office  
(843) 266-1700 - facsimile

January 31, 2018  
Charleston, South Carolina

By: s/ Malcolm M. Crosland, Jr., Esq.  
Attorney for the Plaintiff

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SEVENTH JUDICIAL CIRCUIT
COUNTY OF SPARTANBURG	)	CASE NO.:
	)	
RONALD CHAD BLANKENSHIP, as	)	
PERSONAL REPRESENTATIVE of the	)	
ESTATE of CHARLOTTE BLANKENSHIP,	)	
deceased,	)	
	)	
Plaintiff,	)	<u>COMPLAINT</u>
v.	)	
	)	
LINDSAY CORPORATION, a foreign	)	
corporation; LINDSAY TRANSPORTATION	)	S.C. Tort Claims Act and
SOLUTIONS SALES & SERVICE, LLC, a	)	Negligence Action
foreign company; BARRIER SYSTEMS, a	)	
foreign corporation; BAGWELL FENCE	)	(Jury Trial Requested)
COMPANY, a domestic corporation; and	)	
SOUTH CAROLINA DEPARTMENT OF	)	
TRANSPORTATION,	)	
	)	
Defendants.	)	
	)	

**COMPLAINT**

Plaintiff, RONALD CHAD BLANKENSHIP, as PERSONAL REPRESENTATIVE of the ESTATE of CHARLOTTE BLANKENSHIP, deceased, now appears, by and through counsel, in this case, which arises out of the injuries and wrongful death suffered by CHARLOTTE BLANKENSHIP in a traffic collision on April 29, 2017, in Spartanburg County, South Carolina, on account of the wrongful and negligent conduct by and/or attributable to the Defendants herein; for causes of action against these Defendants, Plaintiff states the following contentions:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff, RONALD CHAD BLANKENSHIP is a citizen and resident of St. Petersburg, Pinellas County, Florida, residing at 277 Madeira Circle, St. Petersburg, Florida 33715.

2. Charlotte Blankenship, deceased, was the mother of Ronald Chad Blankenship. Charlotte was born on November 16, 1949, and died on April 29, 2017.

3. RONALD CHAD BLANKENSHIP, as a surviving child of Charlotte Blankenship, deceased, is duly appointed as the Personal Representatives of her Estate. (Letters Testamentary is attached hereto as "Exhibit A.")

4. The potential beneficiaries of the Estate of Charlotte Blankenship in this wrongful death action and the relationship of each to the decedent are as follows:

- a. Ronald E. Blankenship, surviving spouse; and
- b. The Estate of Charlotte Blankenship.

5. Defendant LINDSAY CORPORATION (hereinafter "Lindsay Corp") is a foreign corporation, organized in the State of Delaware, which at all relevant times was doing business in the jurisdiction of this Honorable Court. Lindsay Corp's principal place of business is located at 222 North 111th Street, Omaha, Nebraska 68164. Lindsay Corp is subject to personal jurisdiction in the state of South Carolina because it is engaged in substantial and not isolated activity within the state of South Carolina; and Plaintiff's action arises from Lindsay Corp transacting business in South Carolina or contracting to supply services or things in South Carolina; committing a tortious act within South Carolina; or causing injury to persons or property within South Carolina arising out of an act or omission by Lindsay Corp while, at or about the time of the injury, Lindsay Corp was engaged in solicitation or service activities within South Carolina, or products, materials, or things processed, serviced, or manufactured by Lindsay Corp were used or consumed within South Carolina in the ordinary course of commerce,

trade, or use, for which Lindsey Corp derived substantial revenue. (S. C. Code Ann. § 36-2-803).

6. Lindsay Corp designs, develops, manufactures, tests, markets, promotes, advertises, distributes, sells, and participates in governmental approval processes of guardrail systems installed in South Carolina and throughout the United States, including the Subject Guardrail and end terminal. Lindsay Corp. uses the registered trademark name "X-LITE" to identify its unique and patented highway guardrail end terminals. The X-LITE can be used at the termination of flexible barriers on the shoulder of a roadway or in the median. Lindsay Corp. holds the license and the trademark to the patented X-LITE.

7. Defendant LINDSAY TRANSPORTATION SOLUTIONS SALES & SERVICE, INC. (hereinafter "Lindsay TSSS") is a foreign corporation, organized in the State of California, and is a wholly owned subsidiary and/or operational unit or division of Lindsay Corp, which at all relevant times was doing business in the jurisdiction of this Honorable Court. Lindsay TSSS's principal place of business is located at 180 River Road, Rio Vista, California 94571. Lindsay TSSS is subject to personal jurisdiction in the state of South Carolina because it is engaged in substantial and not isolated activity within the state of South Carolina; and Plaintiff's action arises from Lindsay TSSS transacting business in South Carolina or contracting to supply services or things in South Carolina; or committing a tortious act within South Carolina; or causing injury to persons or property within South Carolina arising out of an act or omission by Lindsay TSSS while, at or about the time of the injury, Lindsay TSSS was engaged in solicitation or service activities with in South Carolina, or products, materials, or things processed, serviced, or manufactured by Lindsay TSSS were used or consumed within South

Carolina in the ordinary course of commerce, trade, or use, for which Lindsey Corp derived substantial revenue. (S. C. Code Ann. § 36-2-803).

8. Lindsay TSSS designs, develops, manufactures, tests, markets, promotes, advertises, distributes, sells, and participates in governmental approval processes of guardrail systems installed in South Carolina and throughout the United States, including the Subject Guardrail and end terminal. Lindsay TSSS uses the registered trademark name "X-LITE" to identify its unique and patented highway guardrail end terminals. The X-LITE can be used at the termination of flexible barriers on the shoulder of a roadway or in the median.

9. Defendant BARRIER SYSTEMS, INC., (hereinafter "Barrier Systems") is a foreign corporation, organized in the State of California, and is a wholly owned subsidiary and/or operational unit or division of Lindsay Corp or Lindsay TSSS, which at all relevant times was doing business in the jurisdiction of this Honorable Court. Barrier Systems's principal place of business is located at 180 River Road, Rio Vista, California 94571. Barrier Systems is subject to personal jurisdiction in the state of South Carolina because it is engaged in substantial and not isolated activity within the state of South Carolina; and Plaintiff's action arises from Barrier Systems transacting business in South Carolina or contracting to supply services or things in South Carolina; or committing a tortious act within South Carolina; or causing injury to persons or property within South Carolina arising out of an act or omission by Barrier Systems while, at or about the time of the injury, Barrier Systems was engaged in solicitation or service activities within South Carolina, or products, materials, or things processed, serviced, or manufactured by Barrier Systems were used or consumed within South Carolina in the ordinary course of

commerce, trade, or use, for which Barrier Systems derived substantial revenue. (S. C. Code Ann. § 36-2-803).

10. Barrier Systems designs, develops, manufactures, tests, markets, promotes, advertises, distributes, sells, and participates in governmental approval processes of guardrail terminals in South Carolina and throughout the United States, including the Subject Guardrail and end terminal. The X-LITE can be used at the termination of flexible barriers on the shoulder of a roadway or in the median.

11. Defendant BAGWELL FENCE COMPANY [hereinafter "Bagwell"] is a domestic corporation, organized in the State of South Carolina, which at all relevant times was doing business in the jurisdiction of this Honorable Court. Bagwell's principal place of business is located at 1000 Thomas Road, Spartanburg, South Carolina, 29302. Bagwell is subject to personal jurisdiction in the state of South Carolina because it is engaged in substantial and not isolated activity within the state of South Carolina; and Plaintiff's action arises from Bagwell transacting business in South Carolina or contracting to supply services or things in South Carolina; or committing a tortious act within South Carolina; or causing injury to persons or property within South Carolina arising out of an act or omission by Bagwell while, at or about the time of the injury, Bagwell was engaged in solicitation or service activities with in South Carolina, or products, materials, or things processed, serviced, or manufactured by Bagwell were used or consumed within South Carolina in the ordinary course of commerce, trade, or use, for which Bagwell derived substantial revenue. (S. C. Code Ann. § 36-2-803).

12. Bagwell maintains, inspects, and/or installs guardrail terminals and end terminals in South Carolina, including the Subject Guardrail and end terminal.

13. LINDSAY CORPORATION; LINDSAY TRANSPORTATION SOLUTIONS SALES & SERVICE, LLC; and BARRIER SYSTEMS are referred to as collectively “Lindsay” or “Lindsay Defendants.”

14. Jurisdiction and venue are proper in this Honorable Court because Spartanburg County is the county in which the subject accident giving rise to this Complaint took place.

**ALLEGATIONS COMMON TO ALL COUNTS**

15. On or about April 29, 2017, on Interstate 26 approximately 1 mile east of the intersection of Union Highway and Bethany Church Road in Spartanburg County, South Carolina, Ronald E. Blankenship was the seat belted driver of a 2016 GMC Yukon, Vehicle Identification Number (“VIN”) 1GKS2AKC2GR128587, North Carolina License Number PXJ5846.

16. At that time and place, the 2016 GMC was traveling westbound on I-26, within the speed limit, when it left the roadway off the right shoulder and immediately thereafter, the GMC collided with the X-LITE guardrail end terminal (“Subject Guardrail”) that bordered I-26.

17. During the collision, the X-LITE end terminal and rail system failed to perform its intended safety function and purpose due to a defect(s) with its design, manufacturing, and/or warnings. Specifically, the X-LITE guardrail failed to properly perform/telescope upon impact. As a result, when the X-LITE end terminal was impacted by the GMC, it was not able to maintain its integrity and stop the W-beams, thus allowing the W-beams to pierce through the GMC’s exterior and frame, and enter its passenger’s side occupant compartment and puncture all the way through into the rear passenger area



18. During the collision, the W-beams penetrated the occupant compartment of the vehicle where Charlotte Blankenship was sitting, and violently struck her, causing her to suffer immediate, horrible, and agonizing pain, severe damage to her internal organs, internal bleeding, hemorrhaging, multiple fractures, and ultimately death.

19. In the alternative, the X-LITE guardrail failed to perform as intended during the collision because it was improperly installed by Bagwell due to the Lindsay Defendants' failure to provide adequate installation and/or maintenance instructions.

20. Prior to the crash that is the subject of this suit, other fatal and catastrophic X-LITE failures had occurred. These prior failures were known, or should have been known, to the Defendants by virtue of the fact that the crashes were investigated and/or reported by law enforcement and/or were covered in the media.

**COUNT I – NEGLIGENCE AGAINST THE LINDSAY DEFENDANTS**

21. Plaintiff hereby incorporates by reference previous paragraphs 1 through 20 as if fully set forth herein.

22. The Lindsay Defendants owed a duty of reasonable care in the design development, testing, manufacture, assembly, inspection, marketing, distribution, promotion, training, advertisement and sale of the Subject Guardrail so as to avoid exposing Plaintiff to unnecessary and unreasonable risks.

23. The Lindsay Defendants breached that duty in one or more of the following ways:
- a. By negligently failing to use due care in the design, development, manufacture, assembly, testing, inspection, marketing, promotion, training, distribution,



advertising, sale, or processing of the Subject Guardrail and its component parts, in order to avoid the aforementioned risks to individuals;

- b. By failing to adequately warn foreseeable purchasers, installers, and end users of the unreasonable dangerous and defective condition(s) of the X-LITE end terminal, despite the fact that they knew or should have known of the unreasonably dangerous condition(s);
- c. By failing to disclose known problems and defects;
- d. By marketing the X-LITE as safe;
- e. By failing to adequately provide proper and clear installation, repair, maintenance, and/or instruction manuals, and failing to provide adequate warnings;
- f. By failing to comply with reasonable and necessary guidelines, including those of the Department of Transportation, the Federal Highway Administration, and/or the National Cooperative Highway Research Program (NCHRP);
- g. By failing to design and/or manufacture the X-LITE end terminal according to the specifications and approved by the Department of Transportation, the Federal Highway Administration, and/or the NCHRP;
- h. By failing to make timely corrections to the design of the Subject Guardrail to correct the guardrail system;
- i. By failing to adequately identify and mitigate the hazards associated with the guardrail system in accordance with good engineering practices;

- j. By failing to adequately test the Subject Guardrail system, including the head and rail system, to ensure it provided foreseeable owners and passengers of the motoring public with reasonable safety in foreseeable impacts;
- k. By manipulating, misrepresenting, and/or concealing testing data pertaining to the Subject Guardrail system;
- l. By failing to disclose known problems and defects;
- m. By failing to meet or exceed internal corporate guidelines;
- n. By failing to recall the guardrail system or, alternatively, retrofitting the guardrail system to provide reasonable safety for the motoring public; and
- o. By failing to recall the X-LITE end terminal to enhance safety.

24. As a direct and proximate result of the Lindsay Defendants negligence, Charlotte Blankenship suffered fatal injuries and the Defendants are responsible for her death and damages as set forth below:

- a. Ronald E. Blankenship, the surviving spouse of Charlotte Blankenship, deceased, has suffered and will continue to suffer mental and physical anguish, including pain and suffering from witnessing his wife of 19 years being mutilated and killed in his presence, loss of society and companionship, and all other damages and expenses allowed under South Carolina law; and
- b. The Estate of Charlotte Blankenship has lost prospective net accumulations and has incurred medical and funeral expenses due to the decedent's injury and death.

WHEREFORE, Plaintiff, RONALD CHAD BLANKENSHIP, as PERSONAL REPRESENTATIVE of the ESTATE of CHARLOTTE BLANKENSHIP, deceased, for the

benefit of the respective survivors and Estate, demands judgment for compensatory damages and costs against Defendants, LINDSAY CORPORATION; LINDSAY TRANSPORTATION SOLUTIONS SALES & SERVICE, LLC; and BARRIER SYSTEMS, and requests trial by jury on all issues so triable.

**COUNT II- STRICT LIABILITY AGAINST THE LINDSAY DEFENDANTS**

25. Plaintiff hereby incorporates by reference previous paragraphs 1 through 20 as if fully set forth herein.

26. This is a Count for strict liability against the Lindsay Defendants.

27. At all times material to this cause of action, the Lindsay Defendants were in the business of, and gained profits from, the design development, testing, manufacture, assembly, inspection, marketing, distribution, promotion, advertisement, and/or sale of X-LITE guardrail system through the stream of commerce.

28. At all times material to this cause of action, the Subject Guardrail system was unreasonably dangerous and defective because:

- a. The Lindsay Defendants failed to use due care in the design, development, manufacture, assembly, testing, inspection, marketing, promotion, distribution, advertising, sale, and/or processing of the Subject Guardrail and its component parts, in order to avoid the aforementioned risks to individuals;
- b. The Lindsay Defendants failed to adequately warn foreseeable purchasers, installers, and end users of the unreasonable dangerous and defective condition(s) of the X-LITE end terminal, despite the fact that they knew or should have known of the unreasonably dangerous condition(s);



- c. The Lindsay Defendants failed to disclose known problems and defects;
- d. The Lindsay Defendants marketed the X-LITE as safe;
- e. The Lindsay Defendants failed to adequately provide proper and clear installation, maintenance, and repair instruction manuals, and failed to provide adequate warnings;
- f. The Lindsay Defendants failed to comply with reasonable and necessary guidelines, including those of the Department of Transportation, the Federal Highway Administration, and the NCHRP;
- g. The Lindsay Defendants failed to design and/or manufacture the X-LITE end terminal according to the specifications and approved the Department of Transportation, the Federal Highway Administration, and/or the NCHRP;
- h. The Lindsay Defendants failed to make timely corrections to the design of the Subject Guardrail to correct the guardrail system when it knew or should have known the defective and unsafe nature of the subject guardrail as designed and manufactured;
- i. The Lindsay Defendants failed to adequately identify and mitigate the hazards associate with the guardrail system in accordance with good engineering practices;
- j. The Lindsay Defendants failed to adequately test the Subject Guardrail system, including the head and rail system to ensure it provided foreseeable owners and passengers of the motoring public with reasonable safety in foreseeable impacts;

- k. The Lindsay Defendants manipulated, misrepresented, and/or concealed testing data pertaining to the Subject Guardrail system;
- l. The Lindsay Defendants failed to disclose known problems and defects affecting the safe operation of the guardrail system;
- m. The Lindsay Defendants failed to meet or exceed internal corporate guidelines;
- n. The Lindsay Defendants failed to recall the guardrail system or, alternatively, retrofit the guardrail system to provide reasonable safety for the motoring public when it knew or should have known of the unsafe and defective nature of the guardrail system; and
- o. The Lindsay Defendants failed to recall the X-LITE end terminal to enhance safety.

29. The Lindsay Defendants designed, developed, manufactured, assembled, tested, inspected, marketed, promoted, distributed, advertised, sold, and/or processed the guardrail system and/or its component parts that is the subject of this litigation with unintended and unreasonably dangerous defects, which unintended and unreasonably dangerous defects were present in the guardrail system and/or its component parts when the Defendants placed the guardrail system and/or its component parts into the stream of commerce.

30. The Subject Guardrail did not undergo any material change or alteration from the time of sale through, up to and including, the time of the aforementioned crash.

31. As a direct and proximate result of the Lindsay Defendants negligence, Charlotte Blankenship suffered fatal injuries and the Defendants are responsible for her death and damages as set forth below:

- a. Ronald E. Blankenship, the surviving spouse of Charlotte Blankenship, deceased, has suffered and will continue to suffer mental and physical anguish, including pain and suffering from witnessing his wife of 49 years being mutilated and killed in his presence, loss of society and companionship, and all other damages and expenses allowed under South Carolina law; and
- b. The Estate of Charlotte Blankenship has lost prospective net accumulations and has incurred medical and funeral expenses due to the decedent's injury and death.

32. WHEREFORE, Plaintiff, RONALD CHAD BLANKENSHIP, as PERSONAL REPRESENTATIVE of the ESTATE of CHARLOTTE BLANKENSHIP, Deceased, for the benefit of the respective survivors and Estate, demands judgment for compensatory damages and costs against Defendants, LINDSAY CORPORATION; LINDSAY TRANSPORTATION SOLUTIONS SALES & SERVICE, LLC; and BARRIER SYSTEMS, and requests trial by jury on all issues so triable.

**COUNT III: NEGLIGENCE OF BAGWELL**

33. Plaintiff hereby incorporates by reference previous paragraphs 1 through 20 as if fully set forth herein.

34. Defendant Bagwell contracted with the South Carolina Department of Transportation ("SCDOT") to complete SCDOT projects of adding, installing, inspecting, maintaining, repairing, replacing, and/or overseeing the Subject Guardrail on I-26 in Spartanburg County, South Carolina.

35. Bagwell had a duty to properly install, inspect, maintain, repair, monitor, and/or oversee such projects in a manner so as to protect individuals such as Charlotte Blankenship from unnecessary and unreasonable risks.

36. Bagwell knew or should have known by the exercise of reasonable care that the Guardrail was not properly installed and secured such that upon impact at highway speed, it would separate allowing for a failure of the Guardrail system and thus allow intrusion of the guardrail into the subject vehicle.

37. Bagwell breached its duty in one of more of the following ways:

- a. Failing to properly install, construct, maintain, repair, monitor, and/or inspect the subject Guardrail/X-LITE end terminal;
- b. Failing to discover the hazardous and unsafe condition of the Subject Guardrail/X-LITE end terminal;
- c. Failing to correct the hazardous and unsafe condition of the Subject Guardrail/X-LITE end terminal; and
- d. Failing to ensure its agents, subcontractors, and/or employees properly installed, constructed, maintained, repaired and/or inspected the Subject Guardrail/X-LITE end terminal.

38. Bagwell's acts and/or omissions created an unreasonable risk of injuries to vehicle occupants and the motoring public, including Charlotte Blankenship.

39. As a direct and proximate result of Bagwell's negligence, Charlotte Blankenship suffered fatal injuries and the Defendants are responsible for her death and damages as set forth below:



- a. Ronald E. Blankenship, the surviving spouse of Charlotte Blankenship, deceased, has suffered and will continue to suffer mental and physical anguish, including pain and suffering from witnessing his wife of 49 years being mutilated and killed in his presence, loss of society and companionship, and all other damages and expenses allowed under South Carolina law; and
- b. The Estate of Charlotte Blankenship has lost prospective net accumulations and has incurred medical and funeral expenses due to the decedent's injury and death.

40. WHEREFORE, Plaintiff, RONALD CHAD BLANKENSHIP, as PERSONAL REPRESENTATIVE of the ESTATE of CHARLOTTE BLANKENSHIP, Deceased, for the benefit of the respective survivors and Estate, demands judgment for compensatory damages and costs against Defendant BAGWELL, and requests trial by jury on all issues so triable.

**COUNT IV: NEGLIGENCE OF SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

41. Plaintiff hereby incorporates by reference previous paragraphs 1 through 20 as if fully set forth herein.

42. Defendant South Carolina Department of Transportation ("SCDOT") was responsible for selecting, testing, adding, installing, inspecting, maintaining, repairing, replacing, and/or overseeing the Subject Guardrail on I-26 in Spartanburg County, South Carolina.

43. SCDOT had a duty to properly select, test, install, inspect, maintain, repair, monitor, and/or oversee such projects in a manner so as to protect individuals such as Charlotte Blankenship from unnecessary and unreasonable risks.

44. SCDOT knew or should have known by the exercise of reasonable care that the Guardrail was not properly installed and secured such that upon impact at highway speed, it would separate allowing for a failure of the Guardrail system and thus allow intrusion of the guardrail into the subject vehicle.

45. SCDOT breached its duty in one of more of the following ways:

- a. Failing to exercise reasonable care in the elimination of dangerous conditions on state maintained highways;
- b. Failing to properly select, test, install, construct, maintain, repair, monitor, and/or inspect the subject Guardrail/X-LITE end terminal;
- c. Failing to discover the hazardous and unsafe condition of the Subject Guardrail/X-LITE end terminal;
- d. Failing to correct the hazardous and unsafe condition of the Subject Guardrail/X-LITE end terminal; and
- e. Failing to ensure its agents, subcontractors, and/or employees properly selected, tested, installed, constructed, maintained, repaired and/or inspected the Subject Guardrail/X-LITE end terminal.

46. SCDOT's acts and/or omissions created an unreasonable risk of injuries to vehicle occupants and the motoring public, including Charlotte Blankenship.

47. As a direct and proximate result of SCDOT's negligence, Charlotte Blankenship suffered fatal injuries and the Defendants are responsible for her death and damages as set forth below:

- a. Ronald E. Blankenship, the surviving spouse of Charlotte Blankenship, deceased, has suffered and will continue to suffer mental and physical anguish, including pain and suffering from witnessing his wife of 49 years being mutilated and killed in his presence, loss of society and companionship, and all other damages and expenses allowed under South Carolina law; and
- b. The Estate of Charlotte Blankenship has lost prospective net accumulations and has incurred medical and funeral expenses due to the decedent's injury and death.

48. WHEREFORE, Plaintiff, RONALD CHAD BLANKENSHIP, as PERSONAL REPRESENTATIVE of the ESTATE of CHARLOTTE BLANKENSHIP, Deceased, for the benefit of the respective survivors and Estate, demands judgment for compensatory damages and costs against Defendant SCDOT, and requests trial by jury on all issues so triable.

Dated this 31<sup>st</sup> day of January, 2018.

Respectfully submitted,

s/Theodore J. Leopold  
THEODORE J. LEOPOLD, ESQ.  
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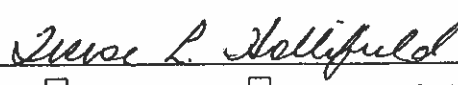
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<b>STATE OF NORTH CAROLINA</b>	File No. <span style="float: right;">17 E 859</span>
_____ BUNCOMBE County	In The General Court Of Justice Superior Court Division Before the Clerk
<b>IN THE MATTER OF THE ESTATE OF:</b>	<b>LETTERS</b>
Name Charlotte S. Blankenship a/k/a Charlotte Beck Blankenship	TESTAMENTARY <hr/> G.S. 28A-6-1; 28A-6-3; 28A-11-1; 36C-2-209

The Court in the exercise of its jurisdiction of the probate of wills and the administration of estates, and upon application of the fiduciary, has adjudged legally sufficient the qualification of the fiduciary named below and orders that Letters be issued in the above estate.

The fiduciary is fully authorized by the laws of North Carolina to receive and administer all of the assets belonging to the estate, and these Letters are issued to attest to that authority and to certify that it is now in full force and effect.

Witness my hand and the Seal of the Superior Court.

Name And Address Of Fiduciary 1 Ronald Chad Blankenship 277 Madeira Circle St. Petersburg, FL 33715	Date Of Qualification 06/06/2017
Title Of Fiduciary 1 EXECUTOR	Clerk Of Superior Court STEVEN D. COGBURN
Name And Address Of Fiduciary 2	Date Of Issuance 06/06/2017
Title Of Fiduciary 2	Signature  <input checked="" type="checkbox"/> Deputy CSC <input type="checkbox"/> Assistant CSC <input type="checkbox"/> Clerk Of Superior Court

**SEAL**

**NOTE:** This letter is not valid without the official seal of the Clerk of Superior Court.

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