STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF CHARLESTON	)	
	)	
STUDENT ASSURANCE SERVICES, INC.	)	**CIVIL ACTION COVERSHEET**
Plaintiff(s)	)	
	)	06 - CP - 10 - 3980
vs.	)	
	)	
HOLLINSHEAD GROUP INSURANCE, LLC AND KEVIN HOLLINSHEAD, SR.	)	
Defendant(s)	)	

(Please Print)
Submitted By: Eric S. Bland
Address: Post Office Box 72
Columbia, South Carolina 29202

SC Bar #: 64132
Telephone #: 803.256.9664
Fax #: 803.256.3056
Other:
E-mail: ericbland@blandrichter.com

NOTE: The cover sheet 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. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

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 (certificate attached).

NATURE OF ACTION (*Check One Box Below*)

Contracts
- ☐ Constructions (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts - Professional Malpractice
- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts – Personal Injury
- ☐ Assault/Slander/Libel (300)
- ☒ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

Real Property
- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☐ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions
- ☐ PCR (500)
- ☐ Sexual Predator (510)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Judgments/Settlements
- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Other (799)

Administrative Law/Relief
- ☐ Reinstate Driver's License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture (840)
- ☐ Other (899)

Appeals
- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Administrative Law Judge (980)
- ☐ Public Service Commission (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex /Other
- ☐ Environmental (600)
- ☐ Automobile Arb. (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of State Depositions (650)

Submitting Party Signature: _____ **Date:** October 5, 2006

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.

FOR MANDATED ADR COUNTIES ONLY

Florence, Horry, Lexington, Richland, Greenville and Anderson

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

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. (Medical malpractice mediation is mandatory statewide.)

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)
)
STUDENT ASSURANCE SERVICES, INC.)
Plaintiff,)
)
vs.)
)
HOLLINSHEAD GROUP INSURANCE, LLC AND KEVIN HOLLINSHEAD, SR.)
Defendant.)

IN THE COURT OF COMMMON PLEAS

SUMMONS

FILE NO. 06-CP-10-3980

FILED
2006 OCT -9 PM 4:00
JULIE J. ARMSTRONG
CLERK OF COURT

2006-12080

TO THE DEFENDANT 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.

Columbia, South Carolina

Dated: October 5, 2006

Plaintiff/Attorney for Plaintiff

Eric S. Bland
Ronald L. Richter, Jr.
Bland Richter, LLP
Address: 1500 Calhoun Street (29201)
Post Office Box 72
Columbia, South Carolina 29202

STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	FOR THE NINTH JUDICIAL CIRCUIT
STUDENT ASSURANCE SERVICES, INC., Plaintiff, vs. HOLLINSHEAD GROUP INSURANCE, LLC and KEVIN HOLLINSHEAD, SR. Defendants.	06 CP 10 3980 **COMPLAINT** (JURY TRIAL DEMANDED)

FILED
2006 OCT -9 PM 4:00
JULIE J. ARMSTRONG
CLERK OF COURT

Plaintiff Student Assurance Services, Inc. ("SAS") hereby asserts the following Complaint against Defendants Hollinshead Group Insurance, LLC ("HGI") and Kevin Hollinshead, Sr. ("Hollinshead") and in support thereof avers as follows:

I. PARTIES

1. Plaintiff Student Assurance Services, Inc. is a duly authorized and existing corporation pursuant to the laws of the State of Minnesota.

2. Upon information and belief, Defendant Hollinshead Group Insurance, LLC is not duly registered with South Carolina's Secretary of State's office and is a sole proprietorship with its principal place of business located at 3783 Meeting Street, North Charleston, South Carolina 29405. Defendant Kevin Hollinshead, Sr. is a citizen and resident of Charleston County, South Carolina and the controlling person of Hollinshead Group Insurance, LLC.

II. BACKGROUND FACTS

3. SAS is in the business of procuring health and accident and related insurance coverage for various universities, their students and state school systems throughout the United States.

4. SAS has procured and procures its insurance through a multitude of insurance companies including, but not limited to, ReliaStar Life Insurance Company ("ReliaStar") and Columbia Life Insurance Company ("Columbia Life").

5. Beginning with the 1999-2000 school year, SAS began procuring health and accident insurance coverage from ReliaStar for Benedict College in Columbia, South Carolina ("Benedict").

6. The health and accident insurance procured by SAS for Benedict provided coverage to eligible insureds who qualified as:

(a) Registered students taking credit hours who were physically and actively attending classes for at least thirty-one (31) days after their effective date of coverage under this policy; and

(b) Dependents of a student who is an insured person.

7. Defendant Hollinshead was appointed agent by SAS's insurance carrier ReliaStar in 1999 for the respective health and accident insurance policy issued to Benedict.

8. At that time, it was agreed that all premium checks were to be paid to the order of SAS and sent to Hollinshead.

9. At all times hereto, SAS acted as the administrating general agent for Benedict's health and accident insurance plan (the "Plan").

10. In 2003, SAS changed the underwriting insurance company from Reliastar to Columbia Life for Benedict's Plan.

11. While the insurer of the Plan changed, Benedict continued to procure its insurance for its students through SAS and utilize Hollinshead as SAS's and Benedict's agent.

12. At the time, Hollinshead was requested to and completed a new agent's agreement with Columbia Life (a copy of which is attached hereto as **Exhibit "A"**).

13. As previously done, SAS continued to invoice Benedict for the premium for the Plan and Benedict remitted the annual premiums to SAS through Hollinshead.

14. As was the custom and course of dealing, SAS would then issue the commission check to Hollinshead from the premium that was paid by Benedict.

15. During the 2005-2006 school year and the renewal of the Plan, SAS was requested by Benedict and did provide additional coverage for inter-collegiate sports injuries for Benedict's student athletes.

16. Benedict was billed an initial Fifty-Thousand & no/100 ($50,000.00) Dollar deposit for the inter-collegiate sports policy on July 20, 2005. (A copy of the July 20, 2005 billing attached hereto as **Exhibit "B"**.)

17. Despite being paid $50,000.00, Hollinshead sent a check to SAS dated August 8, 2005 in the amount of Ten Thousand & no/100 ($10,000.00) Dollars. (A copy of the enclosed check stub in the amount of $10,000.00 is attached hereto as **Exhibit "C"**.)

18. On October 26, 2005, Hollinshead sent SAS an additional check for Seventy Thousand & no/100 ($70,000.00) Dollars as payment for the additional premiums for the inter-collegiate sports policy.

19. On September 23, 2005, SAS billed Benedict for the fall semester's premium for the health and accident Plan for the students.

20. The invoices were sent by SAS to Hollinshead to be forwarded on to Benedict as was the custom and course of dealing for the previous years since 1999.

21. The total premium for the Plan was One Hundred Fifty-nine Thousand Six Hundred Thirty-nine & no/100 ($159,639.00) Dollars. (A copy of the invoice is attached hereto as **Exhibit "D"**.)

22. On November 22, 2005, SAS received a third check from Hollinshead in the amount of One Hundred Thousand & no/100 ($100,000.00) Dollars.

23. Beginning in October 2005, SAS began making inquiries to Hollinshead regarding only partial payments having been made of the premiums for both the inter-collegiate sports policy and the Plan that Benedict had purchased.

24. When communication was finally made with Hollinshead after several attempts, he indicated that Benedict was having a difficult time collecting the money but that he expected that SAS would be paid in full for the premiums shortly thereafter.

25. SAS inquired as to the reasons for Hollinshead having cashed the premium checks received from Benedict and, for the first time, sending SAS cashier's checks that were drawn in Hollinshead's name. Previously, Hollinshead would forward to SAS the entire Benedict check and SAS would then remit to Hollinshead his commission.

26. Hollinshead falsely responded to SAS that the "college was directed to make payment to him" and he was making personal trips from Charleston to Columbia to obtain the money.

27. In December 2005 after a few months of receiving what SAS perceived as deceptive and/or contradictory explanations from Hollinshead, SAS contacted the business office at Benedict directly regarding payment of the premium balances due for both the inter-collegiate sports policy and the Plan.

28. Upon learning that SAS contacted Benedict directly, Hollinshead immediately telephoned SAS and once again falsely told them that Benedict was having "severe cash problems" and that he was in the process of getting the additional money that was allegedly owed for the premiums.

29. On February 8, 2006, SAS billed Benedict for the second semester health insurance premium for the Plan. (A copy of the second semester invoice is attached hereto as **Exhibit "E"**.)

30. At the time, the 2005-2006 first semester insurance coverage on the Plan had expired on December 31, 2005 and SAS was not processing any further claims under the Plan until it received a list of insured names and the required premium.

31. On March 1, 2006, SAS received a premium check from Hollinshead in the amount of One Hundred Thirty-five Thousand & no/100 ($135,000.00) Dollars and received the list of names from the school of all the insureds. Upon receipt, SAS resumed processing various claims made by the insureds.

32. By this time, SAS was frustrated by the lack of candor that was being shown by Hollinshead and SAS contacted Brenda Walker, Finance Director of Benedict.

33. On March 27, 2006, SAS received an e-mail from Ms. Walker which indicated that Benedict had paid Hollinshead One Hundred Ninety Thousand & no/100 ($190,000.00) Dollars for the inter-collegiate sports policy and Three Hundred Fifty-one Thousand Eight Hundred Eighty & no/100 ($351,880.00) Dollars for the health insurance policy premium for both semesters for the Plan. (A copy of the e-mail with attached dates and check numbers to Hollinshead is attached hereto as **Exhibit "F"**).

34. Upon receipt, SAS immediately contacted Hollinshead and confronted him with the obvious in that he was receiving premiums from Benedict and not remitting the required and full amount to SAS but was converting the same for his own individual benefit.

35. SAS thereafter received copies of the statements that Benedict had received from Hollinshead which set forth the amounts that Hollinshead had billed Benedict for both the inter-collegiate sports plan and the Plan.

36. Upon receipt SAS immediately noticed that Hollinshead had over-billed Benedict for the health insurance premium for the Plan in the amount of Sixteen Thousand Three Hundred Forty-one & no/100 ($16,341.00) Dollars for the first semester and Fifteen Thousand Four Hundred Five & no/100 (15,405.00) Dollars for the second semester.

37. After a full reconciliation of the premiums paid and the lesser amounts remitted by Hollinshead to SAS from August 2005 through the present, Hollinshead owes SAS the following amounts.

POLICY	BENEDICT'S STATED PREMIUM FOR EACH POLICY	HOLLINSHEAD'S COMMISSIONS	NET AMOUNT TO SAS	AMOUNT SAS HAS BEEN PAID BY HOLLINSHEAD AFTER HE RECEIVED PREMIUMS FROM BENEDICT	AMOUNT STILL OWED TO SAS FOR PREMIUMS RECEIVED BY HOLLINSHEAD
Intercollegiate Sports	$190,000.00	$9,500.00	$180,500.00	$80,000.00	$100,500.00
Fall Semester Health	$159,639.00	$15,963.90	$143,675.10	$100,000.00	$43,675.10
Spring Semester Health	$150,558.50	$15,055.85	$135,502.65	$135,000.00	$502.65
TOTALS	**$500,197.50**	**$40,519.75**	**$459,677.75**	**$315,000.00**	**$144,677.75**

Balance due SAS - $144,677.75

38. As a direct and proximate result of the foregoing, Hollinshead owes SAS approximately One Hundred Forty-four Thousand Six Hundred Seventy-seven & 75/100 ($144,677.75) Dollars, exclusive of interest, attorney's fees, punitive damages and trebled damages pursuant to S.C. Code Ann. § 39-5-140.

III. FOR A FIRST CAUSE OF ACTION
(Plaintiff v. Defendants)
CONVERSION

39. The allegations of paragraphs 1 through 38 are incorporated by reference as if set forth herein *verbatim*.

40. By stealing the insurance premiums that were paid to him for the benefit SAS by Benedict during the 2005-2006 school year, Hollinshead exercised unauthorized dominion and control over approximately $144,677.75 of SAS's funds, which were paid for SAS procuring the inter-collegiate sports and health insurance policies for Benedict's students for the 2005-2006 school year.

41. Hollinshead converted SAS's funds for his own use without the express consent given by SAS, the owner of said funds.

42. It is without argument that the premiums owed for the two (2) Benedict insurance policies were to be paid to SAS and that Hollinshead was only entitled to receive his stated commissions as the agent for both policies.

43. As a direct and proximate result of the wrongful conversion, SAS is entitled to recover the sum of $144,677.75, plus punitive damages for the willful conversion.

IV. FOR A SECOND CAUSE OF ACTION
(Plaintiff v. Defendants)
FRAUD

44. The allegations of paragraphs 1 through 43 are incorporated by reference as if set forth herein *verbatim*.

45. The Defendants employed a scheme to defraud SAS of the required premiums which were billed to and paid by Benedict for the two insurance policies for the 2005-2006 school year.

46. Unlike previous years where Hollinshead would collect the premiums and remit the full amount to SAS, for the 2005-2006 school year, Hollinshead devised a scheme wherein he falsely stated that Benedict was having cash flow problems and that he was only allegedly receiving the premiums in a piece-meal fashion from Benedict.

47. Hollinshead communicated these false representations to SAS so that SAS would rely on them and so SAS would not press him or Benedict for the entire premiums due, even though they were paid timely and in full by Benedict to Hollinshead for the two policies.

48. Hollinshead made these false statements regarding the partial payment of premiums to SAS so that he could misappropriate and convert some of the premiums for his own use and benefit.

49. Defendants intended that SAS would rely on these false statements and such reliance by SAS was foreseeable as being reasonable. SAS did, in fact, rely on these statements and for many months did not pursue inquiry from Benedict regarding whether it had only made partial payments of the premiums rather than the full payment required as it believed Hollinshead when he told SAS only partial payments had been made.

50. SAS was damaged by the fraudulent statements made by the Defendants as they were intended to deceive SAS so that Hollinshead would have the time to misappropriate the premiums for his own use and benefit.

51. As a direct and proximate result of the fraud, SAS has been damaged in the amount of $144,677.75, exclusive of interest, costs, punitive damages and attorney's fees.

52. As a direct and proximate result of the willful fraud committed by the Defendants, SAS is entitled to receive its actual and punitive damages.

V. FOR A THIRD CAUSE OF ACTION
(Plaintiff v. Defendants)
Breach of Contract

53. The allegations of paragraphs 1 through 52 are incorporated by reference as if set forth herein *verbatim.*

54. Through a repeated course of dealing, agreements and performance from 1999 through 2005, Hollinshead as the agent for the health and accident insurance policies paid for by Benedict and administered by SAS, would remit the full premiums paid to SAS for the division of said premiums for the payment to the insurance carrier of its respective amount, the payment to SAS for its administrative fees due and the payment to Hollinshead for the agreed upon commission.

55. During the 2005-2006 school year, Hollinshead breached the aforementioned contract by cashing the premium checks paid by Benedict for the student health and accident insurance plan and the inter-collegiate sports plan for the 2005-2006 fall and spring semesters and remitted a lesser amounts to SAS.

56. Hollinshead made false statements to SAS regarding the amount of premiums billed and those which were paid by Benedict during this time period.

57. As a direct and proximate result of the breach of contract set forth above, SAS is entitled to receive its actual damages in the amount of $144,677.75, plus pre-judgment interest in the amount of 8 ¾% pursuant to S.C. Code Ann. § 34-31-20(A).

VI. FOR A FOURTH CAUSE OF ACTION
(Plaintiff v. Defendants)
BREACH OF CONTRACT
ACCOMPANIED BY A FRAUDULENT ACT

58. The allegations of paragraphs 1 through 57 are incorporated by reference as if set forth herein *verbatim.*

59. Pursuant to the agency administration agreement between SAS and Hollinshead, Hollinshead, through the parties' course of dealings and agreements since 1999, was required to remit directly to SAS the premiums paid by Benedict for the student health and accident insurance policies for each school year. Thereafter, SAS would divide the premium check paid by Benedict by paying the insurance carrier its required amount, keeping a portion for its own administration fee and paying the remaining agreed upon commission to Hollinshead.

60. Up until the 2005-2006 school year, Hollinshead performed his obligations under the contracted that existed between SAS and the Defendants.

61. During the 2005-2006 school year as stated above, Defendants breached the contract by misappropriating the insurance premium checks paid by Benedict, cashed those checks and remitted lesser amounts to SAS.

62. The fraudulent act in connection with breaching the contract was that the Defendants falsely represented to SAS that Benedict was only partially paying its premiums for the inter-collegiate sports policy and the health and accident insurance Plan for the 2005-2006 school year and that cash flow problems were prohibiting Benedict from paying the full premiums. Hollinshead intended for his false statements to be relied upon by SAS so that he would have the opportunity and time to convert premiums paid and funds which belonged to SAS and the insurance carrier for his own use and benefit.

63. As a direct and proximate result of the foregoing breach of contract accompanied by the fraudulent acts by Hollinshead, SAS is entitled to recover its actual damages in the amount of $144.677.75, interest, costs, attorney's fees and punitive damages for the willful and fraudulent statements made by Hollinshead and the fraudulent acts committed by him during the 2005-2006 Benedict school year.

VII. FOR A FIFTH CAUSE OF ACTION
(Plaintiff v. Defendants)
Unfair Trade Practices

64. The allegations of paragraphs 1 through 63 are incorporated by reference as if set forth herein *verbatim*.

65. Hollinshead is a registered and duly licensed insurance agent with the South Carolina Department of Insurance.

66. As a result of Defendants' business endeavors, their insurance agency business constitutes commerce within the meaning of the South Carolina Unfair Trade Practices Act set forth at S.C. Code Ann. § 39-5-10.

67. The deceptive acts of Hollinshead as set forth above in the false statements made to both Benedict and SAS on multiple occasions from 2005-2006 and the actions in converting funds not belonging to him were done in the stream of commerce and affected the students of Benedict in that insurance claims made under the two respective policies were delayed in being processed and/or denied even though Benedict timely paid the premiums in full for the two policies.

68. The acts of Defendants as set forth above were repeated on numerous occasions by Hollinshead in that on more than one occasion he converted premiums that were paid by Benedict and owed directly to SAS for his own use and benefit and/or told false statements to Benedict and SAS on several occasions regarding the premiums which were owed and whether they had in fact been paid.

69. Hollinshead also falsely over-billed Benedict for insurance premiums for the student health and accident insurance Plan in both the fall and spring semesters and had converted insurance premiums due SAS in both those semesters.

70. As such, the public interest has been directly affected by the unfair and deceptive acts which were willfully committed by Defendants.

71. As a direct and proximate result, SAS is entitled to recover $144,677.75, plus interest, costs and attorney's fees and is entitled to have its damages trebled pursuant to S.C. Code Ann. § 39-5-140 for the willful acts.

VIII. FOR A SIXTH CAUSE OF ACTION
(Plaintiff v. Defendants)
UNJUST ENRICHMENT

72. The allegations of paragraphs 1 through 71 are incorporated by reference as if set forth herein *verbatim*.

73. As an agent of SAS's disclosed carrier Columbia Life Insurance Company and because SAS is the administrator of the two insurance policies procured by Benedict in 2005-2006, the Defendants had a duty to pay the entire amount of the premiums over to SAS for SAS to pay Hollinshead his commission for the policies.

74. As a result of the wrongful misappropriation of the premiums which were to be paid and were due to SAS, Hollinshead has been unjustly enriched at the expense of SAS.

75. The benefit conferred upon Hollinshead for which he wrongfully was enriched is that he has taken approximately $144,677.75 of premiums above his stated and agreed upon commission for the two insurance policies Benedict purchased for the 2005-2006 school year.

76. SAS permitted Hollinshead to collect the annual premiums for the policies and remit the premiums to SAS for division and distribution.

77. The benefit for which SAS conferred upon Hollinshead was the right to bill and collect for those premiums but not to divide those premiums and take any amounts, as the commission was to be paid directly by SAS to Hollinshead for the policies.

78. As a direct and proximate result, SAS is entitled to receive 144,677.75, plus statutory interest pursuant to S.C. Code Ann. § 34-31-20(A) as the value of the benefit conferred.

WHEREFORE, Plaintiff Student Assurance Services, Inc. respectfully requests that judgment be entered against Defendant Kevin Hollinshead, Sr., Individually and as controlling person of Hollinshead Group Insurance, LLC for Plaintiff's actual damages, punitive damages, trebled damages pursuant to S.C. Code Ann. § 39-5-140; its costs, interest and attorney's fees; and any other and further relief this Court deems just and proper.

BLAND RICHTER, LLP

Eric S. Bland
Ronald L. Richter, Jr.
1500 Calhoun Street
Post Office Box 72
Columbia, South Carolina 29202
803.256.9664 (telephone)
803.256.3056 (facsimile)
ericbland@blandrichter.com (e-mail)
ronnie@blandrichter.com (e-mail)

ATTORNEYS FOR PLAINTIFF

Columbia, South Carolina
October 5, 2006

EXHIBIT "A"

STUDENT
ASSURANCE
SERVICES
INCORPORATED

July 18, 2003

Ms. Dale Evanchof
Director of Licensing
Columbian Financial Group
P.O. Box 1381
Binghamton, NY 13902-1381

RE: Agent Application for Appointment Forms

Dear Dale:

I have enclosed agent application for appointment forms for Kevin Hollinshead for your processing. These forms were previously faxed to you.

Please contact me if you require any additional information.

Sincerely,

Diana Miller
Compliance and Contracts Administrator

Diana Miller, Compliance & Contract Administrator

333 North Main Street • P.O. Box 196 • Stillwater, MN 55082-0196
(651) 439-7098 • Toll Free: (800) 328-2739 • Fax: (651) 439-0200 • Email: dianam@sas-mn.com

TRANSMITTAL

FAX

TO: Dale Evanchof
Director of Licensing
Columbian Mutual Life Insurance Co.

FAX NUMBER: (607) 724-1599

FROM: Diana Miller
ext 203

DATE: July 18 2003

PAGES TO FOLLOW: 9(including this page)

RE: Agent Appointment

Dale, Attached are application for appointment forms for Kevin Hollinshead.

If you have any additional questions let me know. Thanks Diana

STUDENT ASSURANCE SERVICES INCORPORATED

P.O. Box 196
Stillwater, MN 55082-0196

FAX
(651) 439-0200

Phone Toll Free
1-800-328-2739

Minnesota Metro
(651) 439-7098

COLUMBIAN FINANCIAL GROUP

Binghamton, New York 13902

APPLICATION FOR APPOINTMENT AS LICENSED REPRESENTATIVE

with the Student Assurance Services, Inc.

(Name & Number of General Agency)

CML ___ CLIC ___

Personal Information PLEASE PRINT **CONFIDENTIAL**

Mr. [X] Mrs. [ ] Ms. [ ]

Name Hollinshead Kevin Dion
Last First Middle

Residence Address 3783 Meeting St.
No. Street Address

N. Charleston Charleston S.C. 29405
City County State Zip Code

Residence Phone No. 843 - 744-6376
Area Code Phone No.

Social Security No. 249-31-2643

Business Tax I.D. No. _____

Date of Birth 09-04-61
Month Date Year

Business Address c/o Same

No. Street Address

City County State Zip Code

Business Phone No. 843- 747-4113
Area Code Phone No.

FAX No. 843- 747-4143

Spouse's Name _____
(Conference Information, not required)

Do you have access to an IBM Compatible Computer? [✓] Yes [ ] No

PLEASE INDICATE WHICH ADDRESS IS TO BE USED FOR MAIL (Check only one) [✓] Home [ ] Business

I am interested in representing the Company as an [✓] Individual [ ] Corporation [ ] Partnership

Licensed or qualified to sell Life Insurance? [✓] Yes [ ] No If "Yes", give name(s) of Company(ies), if any, and

Licensed or qualified to sell Accident and Health? [✓] Yes [ ] No If "Yes", give name of Company(ies), if any, and

Engaged in the General Insurance Business? [ ] Yes [✓] No If "yes", give name(s) of Company(ies), if any, and

If engaged in any other occupation, give particulars _____

Will our Company be the Representative's primary Company? [✓] Yes [ ] No
If not, which Company? _____

May name be published in Agency Magazine, Honor Rolls, Etc.? [✓] Yes [ ] No

Are Company Publications to be sent? [✓] Yes [ ] No

If any relative(s) of representative work(s) for Columbian Financial Group, please name:
NO

Have you ever been convicted of any criminal felony involving dishonesty or a breach of trust or any offense under the Federal Crime Act (18USCA 1033)? Yes [ ] No [X] If "yes", give date, penal code section of conviction and disposition.

I hereby acknowledge the answers I have provided on this application are true and accurate statements to the best of my knowledge:

_____ _____ SK
(Witness) (Full Signature of Applicant)

Dated at _____ this _____ day of _____, 2003

COLUMBIAN FINANCIAL GROUP
Binghamton, New York 13902

CML _____ CLIC 1

We are in receipt of your application and note that you wish to be contracted as a corporation. Would you please furnish us with the following information for our records:

Telephone Number _____ FAX Number _____

Name of applicant Kevin Dion Hollingshead sr
(Corporate name in full) (Fed Employer ID No)

Principal Business Address 3783 Meeting St.
(Street name & number)

N. Charlestow Charleston SC. 29405
(City) (County) (State) (Zip Code)

List all officers and directors and give information requested below:

Name ___A&H	Social Security No.	Title	Check here if Sub-Lic ___L	
Residence number & street	City or PO	State	Zip Code	Date of Birth Sex M__ F__
Name ___A&H	Social Security No.	Title	Check here if Sub-Lic ___L	
Residence number & street	City or PO	State	Zip Code	Date of Birth Sex M__ F__
Name ___A&H	Social Security No.	Title	Check here if Sub-Lic ___L	
Residence number & street	City or PO	State	Zip Code	Date of Birth Sex M__ F__
Name ___A&H	Social Security No.	Title	Check here if Sub-Lic ___L	
Residence number & street	City or PO	State	Zip Code	Date of Birth Sex M__ F__

If more space is required use the back of this form.

Person to contact relative to this Corporation: _____

Mrs. Dale Evanchof
Director of Licensing
Sales & Marketing

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY
BINGHAMTON, NY 13902-1381
Columbian Life Insurance Company is not licensed nor are its products available in every state.

COLUMBIAN LIFE INSURANCE COMPANY
HOME OFFICE: CHICAGO, IL
ADMINISTRATIVE SERVICE OFFICE: BINGHAMTON, NY 13902-1381

Form No. 679 (Rev 1/98)

COLUMBIAN FINANCIAL GROUP

Binghamton, NY 13902

AUTHORIZATION

Disclosure
(As required by the 1997 FCRA section 606(a)

As a routine part of our due diligence effort, Columbian Life Insurance Company intends to
(company name)
obtain an investigative consumer report on you. To insure full compliance with the 1997 Fair Credit Reporting Act and to facilitate easy access to all information necessary, please read and sign the form.

I, Kevin D. Hollinshead, authorize all persons and entities (including but not limited to
(Applicant's Name)
businesses, corporations, former supervisors, credit agencies, governmental agencies, law enforcement authorities, educational institutions, state insurance departments, the NASD, and all military services) to release all written and verbal information about me to IPC / Limra International, Inc. I release and agree to hold each harmless from all liability and responsibility for doing so.

I specifically understand and authorize the procurement of an investigative consumer credit report and understand that in all likelihood it will contain information about my background, credit worthiness, credit standing, credit capacity, mode of living, character, general reputation, and personal characteristics from public record sources or through interviews with your neighbors, friends or associates.

I further understand that upon written request I will be given a list of the areas which will be researched and included in the investigative report into my background.

I have read and understand the attached summary of my rights under the 1997 Fair Credit Reporting Act.

This release, in original or copy form, is valid now or any time in the future. I agree with all the provisions shown in this disclosure form and have been provided a copy of this document.

K. D. Hollinshead SR
Signature of Applicant

Date

Kevin D. Hollinshead
Name Printed

COLUMBIAN MUTUAL LIFE INSURANCE COMPANY
BINGHAMTON, NY 13902-1381
Columbian Life Insurance Company is not licensed nor are its products available in every state.

COLUMBIAN LIFE INSURANCE COMPANY
HOME OFFICE: CHICAGO, IL
ADMINISTRATIVE SERVICE OFFICE:
BINGHAMTON, NY 13902-1381

Form No. 4276CFG (rev. 03/02)

You should not:

Call life insurance or annuities "plans", "programs", or in any way disguise that they are life insurance policies or contracts.

Provide services such as legal or tax advice, or products such as securities for which you are not duly licensed and trained.

Show materials to the public which are identified as "For Agent Use Only" or "For Internal Use Only."

Sell products which do not meet the client's financial and personal needs.

Exaggerate, inflate or misrepresent your products, services or company.

Make any statement, written or oral, which is untrue and derogatory regarding the financial condition of any insurance company

Minimize, ignore and avoid discussing aspects of your products and services because they are complicated or potentially unfavorable.

Develop "home grown" illustrations, advertising or present tabular numerical data which has not been approved at the Home Office.

Use the terms "vanishing premium" or "vanish" when discussing the mechanics of using accumulated values to pay future premiums.

Give direct monetary or indirect "in kind" rebates.

Please sign below to indicate that you have read the Agent Code of Ethics and agree to comply with these principles, correct violations where possible and report violations as directed in the Code.

X D. Hollinshead SR

signature

date

Kevin D. Hollinshead SR

name - print

Form No. 4292CFG (rev. 7/98)

CONFIDENTIALITY AND NONDISCLOSURE ADDENDUM

WHEREAS, the undersigned has previously entered into an agreement (the Agreement) to market insurance products or provide other services on behalf of one or more members of the Columbian Financial Group ("CFG"), including but not limited to Columbian Mutual Life Insurance Company, Columbian Life Insurance Company, Columbian Family Life Insurance Company, Columbian Financial Services Corporation, and Golden Eagle Sales Corporation (hereinafter referred to as the "Contracting CFG Company"); and

WHEREAS, in the course of performing the Agreement, the undersigned may receive from the Contracting CFG Company or otherwise obtain access to certain nonpublic personal information concerning the Contracting CFG Company's customers (including but not limited to the Contracting CFG Company's policyholders, insureds, annuitants, claimants, beneficiaries, and applicants), which information may include names, addresses, telephone numbers, birth dates, Social Security numbers, insurance policy or annuity information, health information, financial information or any other personally identifiable information (such information to be referred to herein as "CFG Customer Information"); and

WHEREAS, certain federal and state laws mandate that the Contracting CFG Company obtain contractual commitments from third parties with whom it shares or provides access to CFG Customer Information to safeguard and limit the use and disclosure of CFG Customer Information.

NOW THEREFORE, in consideration of the foregoing and, more particularly, in consideration of the Contracting CFG Company's continuation of its contractual relationship with the undersigned under the Agreement, the undersigned agrees as follows:

1. Neither the undersigned, nor any agent or employee of the undersigned, shall disclose or use any CFG Customer Information for any purpose other than to carry out the duties and functions of the undersigned as set forth in the Agreement, or as otherwise permitted under federal or state law.

2. The undersigned shall establish appropriate safeguards to protect against the inadvertent disclosure of CFG Customer Information to any other person or entity.

3. In the event of any improper or unauthorized disclosure of CFG Customer Information while in the custody or control of the undersigned, the undersigned shall immediately notify the Contracting CFG Company so that the Contracting CFG Company and the undersigned may take appropriate remedial action.

4. From the date set forth below, this Addendum shall be deemed part of, and incorporated into, the Agreement as if expressly set forth therein.

Agreed to this _____ day of _____, 2001

Name: Kevin D. Hollinshead Title: Owner
(Signature)

Name: Kevin D. Hollinshead Company: _____
(Printed Name)

COLUMBIAN FINANCIAL GROUP

POLICY REGARDING REPLACEMENTS

Neither Columbian Mutual Life Insurance Company nor Columbian Life Insurance Company encourages the replacement of existing insurance coverage of policyholders with other companies. The agent should only do so when it is clear that the new coverage is in the policyholder's best interest.

The agent should recommend a replacement only if, after a careful, thorough and fully documented analysis, it can be shown to provide both short and long term benefits to the client that outweighs the costs.

The agent should accurately complete all forms related to a replacement and submit them on a timely basis to the client, company and state insurance administration.

The agent shall provide copies of all state mandated forms and guides to clients at the appropriate time during the sales process.

I have read the policy above. I understand and agree to follow this policy.

Agent's Signature _____ Date _____

Kevin D. Hollinshead

Agent's Name – Print

COLUMBIAN MUTUAL
LIFE INSURANCE COMPANY
VESTAL PARKWAY EAST
BINGHAMTON, NEW YORK 13902-1381

COLUMBIAN LIFE
INSURANCE COMPANY
HOME OFFICE: CHICAGO, IL
ADMINISTRATIVE SERVICE OFFICE: BINGHAMTON, NY

COLUMBIAN LIFE INSURANCE COMPANY

HOME OFFICE: CHICAGO, ILLINOIS
ADMINISTRATIVE SERVICE OFFICE: BINGHAMTON, NEW YORK

AGENT CONTRACT

In consideration of the Agent Contract Application of Kevin D. Hollinshead Sr the terms of which are expressly incorporated by reference hereto, COLUMBIAN LIFE INSURANCE COMPANY (the "Company") of Chicago Illinois, on the effective date, appoints Agent and Agent accepts the appointment, to solicit Company's Student Accident and Health Policy (hereafter referred to as Policy or Product) subject to the terms stated in these pages.

You are assigned to the Company's General Agent ("GA"), Student Assurance Services, Inc. Stillwater, Minnesota.

The Effective Date of this Contract shall be _____.

AGENT

K. D. Hollinshead

(Authorized Signature)

_____

(Date)

GENERAL AGENT

Mark L Deich

(Authorized Signature)

7-15-2003

(Date)

COLUMBIAN LIFE
INSURANCE COMPANY
HOME OFFICE: CHICAGO, IL
ADMINISTRATIVE SERVICE OFFICE: BINGHAMTON, NY

CONSENT OF THE COMPANY

COLUMBIAN LIFE INSURANCE COMPANY

By _____

1. DEFINITIONS

In this Contract,

a) The words "you," "your," and 'yours" refer to you as an individual.

b) The words "we", "us", "our", "ours", and "Company" mean Columbian Life Insurance Company.

c) "Contracts Issued" means those policies issued on applications submitted to us which were procured by you and on which a premium has been paid to the Company.

2. AUTHORITIES AND DUTIES OF AGENT

a) Your authority extends no further than is stated in this Contract. You cannot make, alter, or discharge any contract (except as provided in this Contract) or waive forfeitures or contract debts in our name. You cannot issue or cause to be issued or circulated, any written or printed matter bearing our name without first obtaining our written approval on a copy of the proposed matter. All printed matter and supplies which we furnish to you and records on our forms are our property, subject at all times to our control, and must be returned immediately if we request them.

b) Subject to the direction and control of the General Agent (GA) you agree to:

1) Solicit and procure applications for the Company's product.
2) Transmit such applications promptly to the GA, as directed.
3) If requested, promptly deliver, or cause to be promptly delivered, to the purchaser all Contracts Issued.
4) Provide service in regard to Contracts Issued.
5) Maintain proficiency in insurance knowledge and sales techniques.
6) Assure that at all times, you are properly licensed with applicable state insurance or other regulatory bodies. Columbian Life Insurance Company only agrees to pay appointment fees (initial and renewal) imposed by a Department of Insurance in respect of Agents appointed hereunder. Columbian Life Insurance Company shall not be responsible for any other fees, taxes or licensing requirements imposed by any other unit of state or local government arising out of Columbian Life Insurance Company's appointment of Agents, including by way of example and without limitation, county and municipal license taxes, business, occupational, franchise and professional service fees, income taxes and licenses. The Company is not responsible for the cost of any pre-license education requirements imposed by the states, agent license examination fees, license fees (initial and renewal), and the costs of detailed credit and character reports required by the states for persons who are qualifying for the first time for a license. The Company is not responsible for the costs of compliance with an agent's continuing education requirements.
7) Assure that you are in compliance with applicable state laws and rulings of insurance departments in any state in which you operate.
8) Comply with our Company policies, guidelines and directives as issued from time to time in the form of manuals, bulletins and other announcements.

3. COMPENSATION

You acknowledge and agree to look to the GA as the sole source of compensation to be paid to you for the performance of services under this Contract, including without limitation the sale of coverage of the Company's Policy. You agree to indemnify and hold the Company harmless from all claims for compensation for services provided hereunder. The commission will be set forth in an agreement with GA to be agreed upon for each policy.

4. AGENT OR BROKER OF RECORD

The compensation payable and all your rights under this Agreement are subject to you being designated in writing by the policyholder as their broker or agent of record and entitled to commissions. In the event we receive a designation to the contrary from the policyholder, we have the right in our sole discretion to cease your rights to commission and to any other of the rights under this Agreement.
The termination is immediately effective even if during the term of a policy.

5. COLLECTION OF MONIES

You are not to collect or receive our monies, but to the extent you receive such monies, you agree to see that all premium payments you receive or collect for us are received or collected in trust, in a fiduciary capacity. Such premiums will not be used for personal or other purposes, but will be promptly paid to us. In addition, you agree to comply with any applicable state law or regulation governing the handling of insurance premiums by agents or brokers. You will keep a regular and accurate account of all collections made and all policies delivered, and this account will be open to us for inspection at all reasonable times.

6. COSTS

All overhead costs connected with operating your insurance business will be the responsibility of Agent. Such costs include, but are not limited to rent, utilities, phone, taxes, insurance, salaries of all personnel employed or retained by you, office furniture, supplies and equipment, travel by your personnel, media advertising, legal and accounting fees, and postage.

7. ADVERTISING

Any marketing or other materials developed by or used by Agent which refer in any fashion to the Policy, the Company or its practices and procedures must be approved in writing by the Company prior to use.

8. LICENSING AND APPOINTMENT OF AGENTS

You must be appointed by the Company in writing. The GA is not authorized to pay commissions to you nor will Policies be issued until the contracting and appointment process has been completed.

9. ADMINISTRATION

(a) You will provide all reports to the Company as are requested in writing by the Company.
(b) The Company shall have the right to inspect and copy your books and records relating to the subject matter of this Agreement during normal business hours.

10. TERM AND TERMINATION

a) We may terminate this Agreement at any time by giving you 30 days prior written notice. Termination shall be effective 30 days following transmittal of the notice. The agreement terminates automatically upon your death or retirement.
b) We may terminate this Agreement for cause at any time without notice in the case of fraud, embezzlement, misrepresentation, misuse of funds, violation of insurance laws, gross negligence or other serious misconduct on your part, and it shall be effective upon transmittal of written communication to you advising of the termination. We may also terminate this Agreement for cause if you breach any provision of this Agreement and said breach is not cured by 30 days after receiving notice of the breach by the Company. Termination is effective at the end of the 30-day notice period.
c) If this Agreement is terminated for any reason, the GA will be notified. As set forth in Section 3 of this Agreement, all compensation is solely a matter between you and the GA, and you will hold the Company harmless from any claim of compensation arising from termination of the Agreement.
d) You agree, promptly upon termination of this Agreement for any reason, to return to us all material we have furnished to you including manuals, forms, promotional material, supplies, equipment, customer records and accounts.
e) The terms of this Contract shall survive termination for the purposes of administering amounts payable, if any, to each party under this Contract.

11. GENERAL PROVISIONS

a) **Additions, Amendments, Modifications and Waivers.**

This contract shall not be effective until approved by us at our Home Office. No additions, amendments or modifications of this Contract or any waiver of any provision will be valid unless approved, in writing, by the party to be charged. In addition, no approved waiver of any default or failure of performance, by one party will affect the other party's rights with respect to any later default or failure of performance.

b) **Independent Contractor Relationship.**
This Contract does not create the relationship of employer and employee between the parties to this Contract, but rather the relationship is that of principal and independent contractor with respect to both parties. You agree that you will be responsible for all taxes as an independent contractor and that you will not, in any claim against us or in the determination of your eligibility, or our responsibility, for any benefit provided by any public law, assert that you were an employee of ours because of your engagement as our Agent. Without limiting the generality of the foregoing, you specifically agree that you are not treated as an employee of ours for federal tax purposes and that you are responsible for paying all taxes.

c) **Assignments.**
You will not assign or transfer, either wholly or partially, this Contract or any of the benefits accrued or to accrue under it, without the written prior consent of a duly authorized officer of the Company and in any event we are not bound by any such assignment or transfer unless and until such assignment complies with all applicable state laws and regulations. Any assignment will be subject to the provisions of this Contract. We assume no responsibility for the validity of any assignment and you agree to hold us harmless with regard to any amount paid by us pursuant to any such assignment.

d) **Bond or Insurance**
You agree, if required by state law and if we request it, to give and maintain a bond or insurance in an amount and with such sureties as we may require.

e) **Service of Process**
If you receive or are served with any notice or other paper concerning any legal action against us, you agree to notify us immediately (in any event not later than the first business day after you receive or are served with such notice) by telephone and transmit any papers that are served or received, by registered mail, to us at our Home Office.

f) **Severability**
If it understood and agreed by the parties to this Contract that if any part, term or provision of this Contract is held to be invalid or in conflict with any law or regulation, the validity of the remaining parts, terms and provisions will not be affected, and the parties rights and obligations will be construed and enforced as if this Contract did not contain the particular part, term or provision held to be invalid or in conflict with such law or regulation.

g) **Governing Law**
The laws of Illinois shall govern all matters concerning the validity, performance and interpretation of this Contract. Any proceedings or actions brought by the General Agent hereunder, with respect to any and all matters arising under this Contract, shall be brought and tried only in the courts of Cook County, State of Illinois

h) **Notice**
Any notice required or permitted by this Agreement shall be deemed to have been delivered when mailed by registered mail or certified mail, return receipt requested, in any branch of general post office maintained by the United States Postal Service, addressed to the respective parties at their addresses as set forth below; provided, however, that notice of change of address shall be effective only upon receipt of written notice thereof.

i) **Use of Name, Trademark, Symbol or Trade Style.**
Neither party will use the other's name nor any other name, trademark symbol or trade style that is now or may hereafter be owned by the other party, except in the manner and the extent that the other party may specifically authorize in writing. Upon termination of this Agreement, each party will immediately discontinue the use of such name, trademark, symbol or trade style belonging to the other party, which has been specifically authorized in writing.

12. CONFIDENTIALITY OF INFORMATION

a) The undersigned shall not disclose or use any nonpublic personal information concerning the Company's customers (including but not limited to the Company's policy holders, insureds, annuitants, claimants, beneficiaries, and applicants), which information may include names, addresses, telephone numbers, birth dates, Social Security numbers, insurance policy or annuity information, health information, financial information or any other personally identifiable information

South Carolina Department of Insurance

MARK SANFORD
Governor

ERNST N. CSISZAR
Director of Insurance

*** Producer License ***

Individual #: 168405
Type of License: RES - Producer

Date Issued: 09/09/1997

KEVIN D HOLLINSHEAD

is authorized by this department to sell, solicit, or negotiate insurance for the lines(s) of authority shown

19 - Life

21 - Accident/Health

Subject to Cancellation, Suspension, or Revocation per Statutes.

By order of the Director of Insurance

(Cut Along This Line)

Remarks:

Address changes must be reported in writing to the Department within 30 days.

Reminder - CE Compliance period is May 1st of even numbered years.

South Carolina Department of Insurance

Producer License

Name: **KEVIN D HOLLINSHEAD**
Individual #: **168405**
Date Issued: **09/09/1997**
Line(s) of Authority: **19-Life 21-Accident/Health**

Subject to Cancellation, Suspension, or Revocation per Statutes.

By order of the Director of Insurance

KEVIN D HOLLINSHEAD
3783-A MEETING ST.
N. CHARLESTON, SC 29405-0000

KEVIN D HOLLINSHEAD
3783-A MEETING ST.
N. CHARLESTON, SC 29405-0000

South Carolina
Department of Insurance

Interim Producer License

Name: KEVIN D HOLLINSHEAD

Individual Number: 168405

Please send a self addressed stamped envelope along
with the $35 administrative fee and this information da
sheet, to receive the permanent Producer License

EXHIBIT "B"

STUDENT ASSURANCE SERVICES, INC.
P.O. BOX 196 • STILLWATER, MINNESOTA 55082 • (651) 439-7098

INVOICE

July 20, 2005

- Benedict College
- 1600 Harden Street, MS #10
- Columbia, SC 29204

Policy # 39-74-0210-031-608-5, Intercollegiate Sports Insurance Coverage for Period 08-01-2005 to 07-31-2006 Advance Premium Payment, Credited toward Annual Premium of $190,000	$50,000.00
AMOUNT DUE	$50,000.00

TERMS: Payable upon receipt.

Thank you for your continued business with Student Assurance Services, Inc.

EXHIBIT "C"

08-08-05 16:18:37 25962 KEVIN D HOLLINSHEAD 1003

Kevin Hollinshead

CHECK NUMBER: 000309420 CHECK AMOUNT: 10000.00

CHECK NO 000309420

INVEST LIFE WISELY

HERITAGE TRUST FEDERAL CREDIT UNION

P.O.BOX 118000
Charleston, SC 29423-8000
(843) 832-2600

Student Insurance Service

DETACH AND RETAIN THIS PORTION

EXHIBIT "D"

Mike Montour

From: Mike Montour
Sent: Friday, September 23, 2005 11:36 AM
To: Kevin Hollinshead
Subject: Benedict College Fall Semester 05-06 Invoice

Kevin:

Here is the invoice you requested. The Fall Semester per student rate is $63.50. This is one half of the 0506 renewal annual premium of $127

Let me know if you need any additional assistance.

Thanks.

Mike Montour
College Health Underwriter
(651) 439-7098
(800) 328-2739
(FAX) (612)439-0200

03-06-06

Mark: These two invoices were emailed to Kevin today

STUDENT ASSURANCE SERVICES, INC.

P.O. BOX 196 · STILLWATER, MINNESOTA 55082 · (651) 439-7098

INVOICE

September 23, 2005

- Benedict College
- 1600 Harden Street, MS #10
- Columbia, SC 29204

Policy # 39-64-0151-031-608-5, Student Accident and Sickness Insurance	
Coverage for Fall Semester period, 08-01-2005 to 01-05-2006 Premium for Fall Semester, $63.50 per student X 2,514 Students	$159,639.00
AMOUNT DUE	$159,639.00

TERMS: Payable upon receipt.

Thank you for your continued business with Student Assurance Services, Inc.

EXHIBIT "E"

STUDENT ASSURANCE SERVICES, INC.

P.O. BOX 196 • STILLWATER, MINNESOTA 55082 • (651) 439-7098

INVOICE

February 8, 2006

- Benedict College
- 1600 Harden Street, MS #10
- Columbia, SC 29204

Policy # 39-64-0151-031-608-5, Student Accident and Sickness Insurance Coverage for Spring Semester period, 01-05-2006 to 07-31-2006 Premium for Spring Semester, $63.50 per student X 2,370 Students	$150,495.00
AMOUNT DUE	$150,495.00

TERMS: Payable upon receipt.

Thank you for your continued business with Student Assurance Services, Inc.

EXHIBIT "F"

Mark Desch

From: Brenda Walker [Walkerb@benedict.edu]
Sent: Monday, March 27, 2006 9:41 AM
To: Mark Desch
Cc: Elaine Funderburk
Subject: Hollinshed Group Insurance Payments (05-06)

Hollinshed Group Insurance Pay...

Mr. Desch:

I'm forwarding detail of the payments Benedict made to Hollinshed Group Insurance for its fiscal year 2005-2006 student health and intercollegiate sports insurances. Please keep me and Mrs. Funderburk informed of the situation. Thank you.

Brenda

Benedict College
Student Health and Intercollegiate Sports Insurance
Premiums Paid Directly to Hollinshead Group Insurance

	Premiums Due	Premiums Paid By Benedict	Premiums Received Student Assurance
(1) Athletic Insurance FY 05-06	190,000.00	190,000.00	80,000.00
(2) Student Insurance Fall 2005	159,639.00	175,980.00	100,000.00
(3) Student Insurance Spring 2006	150,495.00	165,900.00	135,000.00
	500,134.00	531,880.00	315,000.00

(1)	140709	8/1/2005	25,000.00
	140956	8/18/2005	25,000.00
	142034	10/6/2005	70,000.00
	142678	10/26/2005	70,000.00
			190,000.00

(2)	141081	8/25/2005	20,000.00
	142183	10/7/2005	50,000.00
	142972	11/3/2005	105,980.00
			175,980.00

(3)	146456	2/16/2006	25,000.00
	146584	2/17/2006	140,900.00
			165,900.00

Differences Between Benedict Payments and Student Assurance Receipts
110,000.00
75,980.00
30,900.00
216,880.00

Bland Richter, LLP
Attorneys

Eric S. Bland*
Ronald L. Richter, Jr.

*Also admitted in PA & FL

Reply to:
1500 Calhoun Street
Columbia, SC 29201

Mail: P.O. Box 72
Columbia, SC 29202

Phone: 803.256.9664
Fax: 803.256.3056
ericbland@blandlaw.com

Offices also at:
800 Wappoo Road
Charleston, SC 29407
Phone: 843.573.9900
Fax: 843.573.0200

October 5, 2006

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, South Carolina 29401-2258

Re: Student Assurance Services, Inc. v. Hollinshead Group Insurance, LLC and Kevin Hollinshead, Sr.

Dear Ms. Armstrong:

Enclosed herein for filing are an original and two (2) copies of the Civil Action Cover Sheet, Summons and Complaint in connection with the above-referenced matter. I have also enclosed my firm's check number 8783 in the amount of $150.00 as payment for the fee associated with the filing of the Complaint. Please file the original and return the clocked-in copies to me in the self-addressed postage prepaid envelope provided.

Thanking you for your assistance with this matter, I am

Sincerely yours,

Eric S. Bland

ESB/mfs
Enclosures
cc: Ronald L. Richter, Jr., Esquire (w/o enclosures)
Mark Desch – Student Assurance Services (w/o enclosures)

m:\files\student assurance services\ltr to clerk filing complaint 100506.doc