

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF COLLETON	)	CIVIL ACTION NO.: 2021-CP-15-_____
	)	
PETERS, MURDAUGH, PARKER,	)	
ELTZROTH & DETRICK, P.A.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	<b><u>SUMMONS</u></b>
	)	
RICHARD ALEXANDER MURDAUGH,	)	
SR.,	)	
	)	
Defendant.	)	
_____	)	

**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 2016 Gadsden Street, Columbia, South Carolina 29201, 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.

KOON COOK & WALTERS, LLC

BY: s/ **Jamie L. Walters**  
Jamie Walters, Esquire (SC Bar #76956)  
John K. Koon, Esquire (SC Bar #3600)  
2016 Gadsden St.  
Columbia, SC 29201

ATTORNEYS FOR PLAINTIFF

October 6, 2021

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF COLLETON	)	CIVIL ACTION NO.: 2021-CP-15-_____
	)	
PETERS, MURDAUGH, PARKER,	)	
ELTZROTH & DETRICK, P.A.,	)	
	)	
Plaintiff,	)	
	)	<b><u>COMPLAINT</u></b>
v.	)	
	)	
RICHARD ALEXANDER MURDAUGH,	)	
SR.,	)	
	)	
Defendant.	)	
_____	)	

The Plaintiff herein complaining of the Defendant would respectfully show unto this Honorable Court as follows:

1. The Plaintiff, Peters, Murdaugh, Parker, Eltzroth & Detrick, P.A., (hereinafter “PMPED”) is a professional association operating as a law firm with offices in Hampton, Colleton, and Jasper counties.

2. The Defendant, Richard Alexander Murdaugh, Sr. is a citizen and resident of Colleton County, South Carolina.

3. Prior to September 3, 2021, Alex Murdaugh was an employee and shareholder of PMPED.

4. In early September 2021, PMPED discovered that during the course of his employment with PMPED, Alex Murdaugh was converting client and PMPED money to his own personal use. His actions were unknown to PMPED until this discovery and these actions were unauthorized by PMPED and in violation of PMPED policy, the South Carolina Rules of Professional Conduct, and the laws of the South Carolina.

5. In early September 2021, PMPED discovered that Alex Murdaugh had a bank account with Bank of America in the name of “Alexander Murdaugh d/b/a Forge”, a fictitious entity that provides no services and makes no products for sale. It was further learned that Alex Murdaugh used this account to convert monies owed to PMPED and its clients to his own personal use.

6. PMPED has determined that Alex Murdaugh was able to covertly steal these funds by disguising disbursements from settlements as payments to an annuity company, trust account or structured settlement for clients or as structured attorney’s fees that he had earned when in fact they were deposited into the fictitious account at Bank of America.

7. At the present time, PMPED has identified certain files in which Alex Murdaugh utilized this scheme.

8. Alex Murdaugh knew that his actions would evade detection based on his experience with PMPED and its long-standing business relations with Forge Consulting, LLC (“FCL”) in Columbia, South Carolina.

9. For many years, FCL has provided valuable services to some PMPED clients; those services include brokering structured settlements and annuities as well as the creation of specialized trusts to protect client assets. FCL is an outstanding company that has earned a respected reputation across the country.

10. In addition, Alex Murdaugh was aware that FCL has provided PMPED attorneys with financial advice that included structured attorney’s fees.

11. Alex Murdaugh was able to use this business relationship in conjunction with his fictitious and misleading business name to draft checks from PMPED’s client trust account made

payable to “Forge” or “Forge Consulting, LLC” and deposit those checks into his personal Bank of America account.

12. PMPED was unaware of this scheme until September 2, 2021.

13. Prior to that date, PMPED had inquired of the status of a fee owed to PMPED from a file that Alex Murdaugh worked on along with another law firm.

14. PMPED received a check for its expenses incurred during the course of that litigation but not a check for the fees owed to PMPED.

15. Questions regarding the check for the fees owed to PMPED failed to produce a satisfactory explanation.

16. On September 2, 2021, a check was found on his desk from the other law firm. According to the notation on the check, it was a partial payment of the fees at issue. However, the check was made payable to “Alexander Murdaugh, Esq.” and not PMPED. It had been deposited into a personal account for Alex Murdaugh and not PMPED.

17. This discovery prompted a review of prior settlements of cases Alex Murdaugh resolved. This review showed numerous checks made payable to “Forge” or “Forge Consulting, LLC” but the files did not contain the normal documentation that is required to perform the services offered by FCL.

18. PMPED consulted with FCL on September 2, 2021, concerning the checks discovered during its review of Alex Murdaugh’s files. On September 2, 2021, FCL confirmed that it had not provided any services for the clients identified by PMPED. Moreover, FCL stated that it had never assisted the Defendant with the structuring of any attorney’s fees. FCL was not assisting the Defendant in his scheme and had no knowledge of the improper use of its name or his conduct.

19. On the morning of September 3, 2021, Alex Murdaugh was confronted with the information PMPED discovered through its review and discussions with FCL. Alex Murdaugh admitted to converting monies owed to PMPED and its clients to his own personal use. PMPED requested the immediate resignation of Alex Murdaugh on September 3, 2021, which was received that afternoon.

20. On September 4, 2021, PMPED notified the Hampton County Sheriff's Office and the South Carolina Law Enforcement Division of the suspected criminal activity of the Defendant. Upon information and belief, that investigation is ongoing.

21. On September 6, 2021, PMPED notified the South Carolina Supreme Court's Office of Disciplinary Counsel of the suspected ethical violations of the Defendant. Upon information and belief, that investigation is ongoing.

22. PMPED immediately retained a forensic accounting firm to begin a thorough review of all financial activities of Alex Murdaugh while employed at PMPED. This review is ongoing.

23. PMPED has reimbursed all client trust accounts who have suffered a known loss as a result of Alex Murdaugh's action while he was an employee of PMPED and working on behalf of clients of PMPED. It is anticipated that additional information may become known that could lead to more losses to PMPED as it protects its clients' interests.

24. Upon information and belief, Alex Murdaugh used firm assets in an unauthorized manner and without the consent or knowledge of his other shareholders to further his scheme to defraud.

25. As a result of the above acts of the Defendant, PMPED has suffered damages.

**FOR A FIRST CAUSE OF ACTION**  
**(Conversion)**

26. Plaintiff reaffirms and reiterates all of the allegations stated above, as if fully repeated, and is incorporated herein verbatim.

27. PMPED had an interest and/or right of possession of the monies in its trust account.

28. Alex Murdaugh wrongfully dispossessed PMPED of the monies and converted it to his personal use.

29. Converting these monies to his personal use was without PMPED's permission.

30. Alex Murdaugh's wrongful actions have caused damage to PMPED.

**FOR A SECOND CAUSE OF ACTION**  
**(Breach of Contract)**

31. Plaintiff reaffirms and reiterates all of the allegations stated above, as if fully repeated, and is incorporated herein verbatim.

32. Prior to September 3, 2021, Alex Murdaugh had a contract for employment with PMPED.

33. PMPED made an offer of employment to Alex Murdaugh and he accepted the terms of the contract as consideration for employment.

34. The contract provided that all proceeds and remuneration received as an employee shall inure to PMPED's benefit.

35. The contract also required Alex Murdaugh to "devote his full time, attention, energy, skill, loyalty, and best efforts to his duties under this Agreement in a manner that will faithfully and diligently further the business and best interests of the Employer (PMPED) and will at all times adhere to the Rules of Professional Conduct and all policies and procedures of the Employer."

36. As a result of Alex Murdaugh's conduct in breach of the contract, PMPED has suffered damages. These include but are not limited to monies paid by PMPED to protect clients' interests and to fully discover the improper actions of the Defendant as well as any additional monies that may have to be paid in the future for Alex Murdaugh's conduct.

WHEREFORE, Plaintiff prays for judgment against the Defendant for actual damages, together with punitive damages in an appropriate amount, for the costs of this action, and for such other and further relief as the Court may deem just and proper, including discovery of where the missing money went.

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