

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF WILLIAMSBURG

) THIRD JUDICIAL CIRCUIT

) C/A NO.: 2018-CP-_____

STEPHEN CANTEY AND PAMELA
CANTEY,

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)

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PLAINTIFFS,

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SUMMONS

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vs.

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DUKE ENERGY PROGRESS, LUCKY 13
HUNTING CLUB, OSMOSE UTILITIES
SERVICE, INC., UTILITY POLE
TECHNOLOGIES, INC., AND
THOMAS BISHOP,

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DEFENDANTS,

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TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is hereby 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.

Signature page to follow

s/Andrew W. Kunz

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ATTORNEYS FOR THE PLAINTIFFS

April 18, 2018

Georgetown, South Carolina

State of South Carolina, and carries on substantial activities within Williamsburg County.

4. Defendant Osmose Utilities Services, Inc., is a corporation organized and existing in the State of Georgia and carries on substantial business within and throughout the State of South Carolina to include and not be limited to Williamsburg County. During the time period in question, Defendant Osmose Utilities Services, Inc., was acting by and through its agents, servants and employees throughout the State of South Carolina, to include Williamsburg County.

5. Defendant Utility Pole Technologies, Inc., is a corporation organized and existing in the state of Pennsylvania and carries on substantial business within and throughout the State of South Carolina to include and not be limited to Williamsburg County. During the time period in question, Defendant Utility Pole Technologies, Inc., was acting by and through its agents, servants and employees throughout the State of South Carolina, to include Williamsburg County.

6. Defendant Thomas Bishop is a citizen and resident of Williamsburg County, South Carolina. Further, Plaintiffs are informed and believe Defendant Bishop owned the property leased by Lucky 13 Hunting Club in Williamsburg County, South Carolina, to include but not be limited to the area where the underlying incident occurred at and/or near the corner of White Oak Road and McFadden Road in Williamsburg County at the time of the incident.

7. That jurisdiction and venue are proper in this Court pursuant to S.C. Code Ann. § 15-7-30.

FACTS

8. On August 12, 2017, Plaintiff Stephen Cantey (hereinafter “Mr. Cantey”) and his son-in-law, William Lawrence Griffith, were performing required and mandated annual maintenance around deer stands owned by the Lucky 13 Hunting Club (hereinafter “Lucky 13”) in Williamsburg

County.

9. Lucky 13 assigned Mr. Cantey and Mr. Griffith specific deer stands to clean, remove weeds, tree limbs, and vegetation growth, and check for wasps by August 19, 2017 or they would be fined \$100.00 per stand not completed.

10. As part of his assignment, Mr. Cantey was assigned deer stand 27, located in the corner of a field that is at and/or near the corner of White Oak Road and McFadden Road in Williamsburg County. Upon information and belief, deer stand 27 had been in existence in this location since on or before 2005.

11. Duke Energy Progress (hereinafter "Duke") owned, serviced, and/or maintained overhead power lines that ran from White Oak Road, diagonally through the adjacent field to deer stand 27, and over deer stand 27 in violation of its own policies and the National Electric Safety Code (hereinafter "NESC").

12. Upon information and belief, the overhead electric distribution lines at issue were located in this position over deer stand 27 since at least 2005.

13. The overhead electric distribution lines in question had also been sagging to a dangerously low level within feet of deer stand 27, in violation of the NESC, federal, national, and local codes, ordinances, and regulations, as well as industry standards and regulations.

14. In addition, a utility pole in the middle of the subject field at the time of the incident was leaning at an angle and unsupported by a guy wire, forcing the overhead electric distribution line to sag further and hang closer to deer stand 27. The guy wire for the pole was unsecured and laying in the field, still attached to the pole but not anchored into the ground.

15. Upon information and belief, Defendant Osmose Utilities Services, Inc. (hereinafter

“Osmose”) inspected poles in the area during relevant time periods, including inspecting and stamping the subject poles in 1996, and had knowledge of the distribution power lines running overhead of deer stand 27 in violation of Duke’s policies and the NESC.

16. Upon information and belief, Utility Poles Technologies, Inc. (hereinafter “UPT”) inspected poles in the area at relevant time periods, including but not limited to inspecting and stamping the subject poles in 2012, and had knowledge of the distribution power lines running overhead of deer stand 27 in violation of Duke’s policies and the NESC.

17. Upon information and belief, Lucky 13’s president and elected officers had full knowledge of the overhead distribution lines being a hazard to deer stand 27. In addition, the president and elected officers were warned of the proximity of the lines to deer stand 27 and its danger prior to requiring Mr. Griffith and Mr. Cantey to perform annual maintenance, including removal of tree limbs directly underneath and even touching the sagging, lowered wires, or be levied with a fine.

18. Around 10:00am, Mr. Griffith was standing in deer stand 27 and using a pole saw to remove limbs from the tree. The tree was had branches well within the violative overhead electric distribution line. While attempting to exit the stand, Mr. Griffith came into contact with electricity from the overhead lines. Upon seeing Mr. Griffith’s state of electrocution, Mr. Cantey attempted to pull Mr. Griffith away from the electrical current. After touching Mr. Griffith, Mr. Cantey was also electrocuted and lost consciousness. After regaining consciousness, Mr. Cantey again tried and, successfully, pulled Mr. Griffith from the electrical current. Mr. Griffith was pronounced dead at 11:20am on August 12, 2017.

19. Shortly after the accident occurred, Duke de-energized the electric distribution lines

adjacent to deer stand 27. Duke requested Lucky 13 move deer stand 27 prior to re-energizing the lines by letter. Lucky 13 removed the stand on January 18, 2018.

20. As a direct and proximate result of the incident, Mr. Cantey suffered serious, severe, and permanent injuries.

21. The injuries and damages to Mr. Cantey were due to and proximately caused by the negligent, grossly negligent, reckless, willful, and wanton acts of the Defendants in the following particulars:

**FOR A FIRST CAUSE OF ACTION AS TO DEFENDANTS
(NEGLIGENCE/GROSS NEGLIGENCE/NEGLIGENCE PER SE)**

22. Each and every allegation contained in this Complaint which is not inconsistent with this cause of action is hereby incorporated by reference as if repeated verbatim herein.

AS TO DEFENDANT DUKE PROGRESS ENERGY

- a) In failing to properly install, inspect, maintain, and/or repair electrical distribution lines hung in violation of national, state, local, and industry codes, laws, and regulations, including the NESC, and company standards and policies;
- b) In failing to properly inspect, monitor, maintain, and/or repair sagging electric distribution lines which created a dangerous condition in violation of national, state, local, and industry codes, laws, and regulations, including the NESC, and company standards and policies;
- c) In failing to properly install, inspect, maintain, and/or repair utilities poles for the subject distribution lines hung in violation of national, state, local, and industry codes, laws, and regulations, including the NESC, and company standards and policies;
- d) In failing to properly and timely repair or replace utility poles which were downed and/or damaged when it had actual notice of the condition of the poles;
- e) In failing to exercise a degree of care commensurate with the danger associated with its service;
- f) In failing to protect the public and users of land who rightfully may be subject to

the potential peril and/or dangers associated with its service;

- g) In failing to maintain vegetation and trees within its company's policy and its planned maintenance cycle;
- h) In failing to remove deer stand 27 and/or require Lucky 13 to remove deer stand 27 from its location which was in violation of the NESC, national, state, local, and industry standards and codes, as well as its company policy;
- i) in failing to provide and/or have in place a policy and procedure for the regular inspection, repair, revision, and/or replacement of overhead lines and their external sources of connectivity to assure the safety of the public. If one exists, in failing to follow the policy concerning power sources and maintenance of contiguous power sources;
- j) in failing to maintain and inspect its easement for overhead distribution lines in violation of the NESC, national, state, local, and industry standards and codes, as well as its company policy;
- k) in failing to inspect and/or maintain its electrical distribution system to ensure proper functioning of all safety systems including, but not limited to, reclosers and autoreclosers;
- l) in failing to provide and/or have in place a policy and procedure regarding reclosers and/or autoreclosers on rural electrical distribution systems, including the subject system. If one exists, in failing to follow the policy concerning reclosers and/or autoreclosers on the subject system;
- m) in failing to meet the standards and regulations as set by federal, state, and local governments and/or other regulatory agencies, such as the National Electrical Safety Code, regarding inspection, maintenance, repair and/or replacement of utility poles, power lines, distribution lines, and electrical wires;
- n) in performing and/or undertaking safety inspection and/or repairs of utility poles and electric distribution lines in a negligent and reckless manner;
- o) in allowing a defective and dangerous condition to exist on its electric distribution line system at and around deer stand 27;
- p) in failing to respond and/or investigate in a reasonable and efficient time period to all reports of hazardous and dangerous conditions caused by the violative electric distribution line owned, operated, serviced and maintained by Duke at and around deer stand 27;

- q) in any and all other aspects of negligence, gross negligence, reckless, willful, and/or wanton acts and/or omissions as Plaintiffs may discover during the pendency of this matter.

AS TO DEFENDANT LUCKY 13 HUNTING CLUB

- a) In allowing a dangerous condition to exist at and/or around deer stand 27;
- b) In failing to properly inspect, maintain, and/or keep its premises safe;
- c) In failing to properly and timely notify any and all power and/or utility companies of the dangerous condition that existed at and/or around deer stand 27;
- d) In mandating servicing and clean-up at deer stand 27 despite the dangerous condition that existed;
- e) In placing deer stand 27 under electric distribution lines in a negligent, grossly negligent, reckless, willful, and wanton manner with disregard for safety of its members;
- f) In failing to protect its member and users of land who rightfully may be subject to the potential peril and/or dangers associated with its service;
- g) In failing to remove deer stand 27 and/or relocated deer stand 27 from its location under electric distribution lines which created a dangerous condition;
- h) in failing to provide and/or have in place a policy and procedure for the regular inspection, repair, revision, and/or replacement of deer stands in dangerous locations and/or conditions. If one exists, in failing to follow the policy;
- i) In failing to properly and timely notify any and all power and/or utility companies of the damaged utility pole in the field adjacent to deer stand 27 which enhanced the dangerous condition;
- j) in failing to respond and/or investigate in a reasonable and efficient time period to all reports of hazardous and dangerous conditions caused by the violative electric distribution line owned, operated, serviced and maintained by Duke at and around deer stand 27;
- k) in any and all other aspects of negligence, gross negligence, reckless, willful, and/or wanton acts and/or omissions as Plaintiffs may discover during the pendency of this matter.

AS TO DEFENDANT OSMOSE UTILITIES SERVICES INC.

- a) In failing to properly install, inspect, maintain, replace, and/or remove utility poles and power lines in question in a timely manner;
- b) In failing to properly and timely repair problems with the utility pole and electric distribution lines in question;
- c) In failing to report and/or remedy the condition and location of the electric distribution power lines and/or replace the defective utility pole at issue that failed to meet the standards and regulations as set by federal, state, and local governments and/or other regulatory agencies, such as the National Electrical Safety Code;
- d) In failing to properly install, inspect, maintain, and/or repair utility poles in violation of national, state, local, industry laws codes and laws, and company standards and policies;
- e) In failing to properly and timely repair or replace utility poles which are downed and/or damaged when it had actual notice of the condition of the poles;
- f) In failing to exercise a degree of care commensurate with the danger associated with its service;
- g) In failing to protect the public and users of land who rightfully may be subject to the potential peril and/or dangers associated with its service;
- h) In failing to report and/or notify Duke and/or any other agencies regarding the electric distribution lines hung in the vicinity of deer stand 27 in violation of national, state, local, and industry codes, laws, and regulations, and company standards;
- i) In failing to remove deer stand 27 and/or require Lucky 13 to remove deer stand 27 from its location which was in violation of NESC, national, state, local, and industry standards and codes, as well as any company policy;
- j) in failing to provide and/or have in place a policy and procedure for the regular inspection, repair, revision, and/or replacement of overhead lines and their external sources of connectivity to assure the safety of the public. If one exists, in failing to follow the policy concerning power sources and maintenance of contiguous power sources;
- k) in failing to maintain and inspect Duke's easement for overhead distribution lines in violation of the NESC, national, state, local, and industry standards and codes,

as well as its company policy;

- l) In failing to report and/or notify Duke and/or any other agencies regarding the defective utility pole in the vicinity of deer stand 27 in violation of national, state, local, and industry codes, laws, and regulations, and company standards and policies;
- m) In failing to report and/or notify Duke and/or any other agencies regarding the lack of maintained vegetation and trees within the Duke easement in the vicinity of deer stand 27 in violation of national, state, local, and industry codes, laws, and regulations, company standards and policies, and Duke policies to maintain vegetation and trees within its company's policy and its planned maintenance cycle;
- n) in failing to meet the standards and regulations as set by federal, state, and local governments and/or other regulatory agencies, such as the National Electrical Safety Code, regarding inspection, maintenance, repair and/or replacement of utility poles, power lines, distribution lines, and electrical wires;
- o) in performing and/or undertaking safety inspection and/or repairs of utility poles and electric distribution lines in a negligent and reckless manner;
- p) in allowing a defective and dangerous condition to exist on its electric distribution line system at and around deer stand 27;
- q) in failing to respond and/or investigate in a reasonable and efficient time period to all reports of hazardous and dangerous conditions caused by the violative electric distribution line owned, operated, serviced and maintained by Duke at and around deer stand 27;
- r) in any and all other aspects of negligence, gross negligence, reckless, willful, and/or wanton acts and/or omissions as Plaintiffs may discover during the pendency of this matter.

AS TO DEFENDANT UTILITY POLES TECHNOLOGIES, INC.

- a) In failing to properly install, inspect, maintain, replace, and/or remove utility poles and power lines in question in a timely manner;
- b) In failing to properly and timely repair problems with the utility pole and electric distribution lines in question;
- c) In failing to report and/or remedy the condition and location of the electric distribution power lines and/or replace the defective utility pole at issue that

failed to meet the standards and regulations as set by federal, state, and local governments and/or other regulatory agencies, such as the National Electrical Safety Code;

- d) In failing to properly install, inspect, maintain, and/or repair utility poles in violation of national, state, local, industry laws codes and laws, and company standards and policies;
- e) In failing to properly and timely repair or replace utility poles which are downed and/or damaged when it had actual notice of the condition of the poles;
- f) In failing to exercise a degree of care commensurate with the danger associated with its service;
- g) In failing to protect the public and users of land who rightfully may be subject to the potential peril and/or dangers associated with its service;
- h) In failing to report and/or notify Duke and/or any other agencies regarding the electric distribution lines hung in the vicinity of deer stand 27 in violation of national, state, local, and industry codes, laws, and regulations, and company standards;
- i) In failing to remove deer stand 27 and/or require Lucky 13 to remove deer stand 27 from its location which was in violation of NESC, national, state, local, and industry standards and codes, as well as any company policy;
- j) in failing to provide and/or have in place a policy and procedure for the regular inspection, repair, revision, and/or replacement of overhead lines and their external sources of connectivity to assure the safety of the public. If one exists, in failing to follow the policy concerning power sources and maintenance of contiguous power sources;
- k) in failing to maintain and inspect Duke's easement for overhead distribution lines in violation of the NESC, national, state, local, and industry standards and codes, as well as its company policy;
- l) In failing to report and/or notify Duke and/or any other agencies regarding the defective utility pole in the vicinity of deer stand 27 in violation of national, state, local, and industry codes, laws, and regulations, and company standards and policies;
- m) In failing to report and/or notify Duke and/or any other agencies regarding the lack of maintained vegetation and trees within the Duke easement in the vicinity of deer stand 27 in violation of national, state, local, and industry codes, laws,

and regulations, company standards and policies, and Duke policies to maintain vegetation and trees within its company's policy and its planned maintenance cycle;

- n) in failing to meet the standards and regulations as set by federal, state, and local governments and/or other regulatory agencies, such as the National Electrical Safety Code, regarding inspection, maintenance, repair and/or replacement of utility poles, power lines, distribution lines, and electrical wires;
- o) in performing and/or undertaking safety inspection and/or repairs of utility poles and electric distribution lines in a negligent and reckless manner;
- p) in allowing a defective and dangerous condition to exist on its electric distribution line system at and around deer stand 27;
- q) in failing to respond and/or investigate in a reasonable and efficient time period to all reports of hazardous and dangerous conditions caused by the violative electric distribution line owned, operated, serviced and maintained by Duke at and around deer stand 27;
- r) in any and all other aspects of negligence, gross negligence, reckless, willful, and/or wanton acts and/or omissions as Plaintiffs may discover during the pendency of this matter.

AS TO DEFENDANT THOMAS BISHOP

- a) In creating, maintaining, or allowing a dangerous condition on his property which constituted a danger to Mr. Cantey and other persons, including but not limited to Mr. Griffith;
- b) In failing to warn Mr. Cantey of the foreseeable dangerous conditions of his property which Defendant Bishop knew or should have known was present;
- c) In failing to prevent the foreseeable imminent harm to Mr. Cantey when Defendant knew or should have known of the dangerous condition;

23. As a result of Defendants actions and/or inactions as described above, Mr. Cantey was severely and permanently injured and damaged.

24. Therefore, due to the aforementioned negligent, grossly negligent, reckless, willful, and wanton acts and/or omissions of the Defendants, Plaintiff Stephen Cantey is entitled to damages

from Defendants, including **ACTUAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES.**

FOR A SECOND CAUSE OF ACTION AS TO DUKE PROGRESS ENERGY, OSMOSE UTILITIES SERVICE, INC., UTILITY POLE TECHNOLOGIES, INC.
(STRICT LIABILITY)

25. Each and every allegation contained in this Complaint which is not inconsistent with this cause of action is hereby incorporated by reference as if repeated verbatim herein.

- a) That Defendants are strictly liable to Plaintiffs for its failure to properly install, inspect, maintain, and/or repair electric distribution power lines, electric distribution system, utility poles, and electricity it placed into the stream of commerce to benefit from use by its consumers;
- b) Therefore, Defendants are strictly liable for all damages caused by the defective condition of the subject electric distribution power lines and system at issue, and Plaintiffs are entitled to Actual, Consequential, and Punitive Damages.

FOR A THIRD CAUSE OF ACTION AS TO ALL DEFENDANTS
(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

26. Each and every allegation contained in this Complaint which is not inconsistent with this cause of action is hereby incorporated by reference as if repeated verbatim herein.

- a) That Defendants acts and/or omissions as fully described above caused serious injury resulting in the death of Mr. Griffith;
- b) Plaintiff Stephen Cantey was in close proximity to the accident and contemporaneously perceived the accident;
- c) Mr. Griffith was Plaintiff Stephen Cantey's son-in-law and, therefore, has a close relationship;
- d) Plaintiff Stephen Cantey's emotional distress has manifested itself by physical symptoms capable of objective diagnosis;

27. Therefore, due to the negligent, grossly negligent, reckless, willful, and wanton acts and/or omissions of the Defendants, Plaintiff Stephen Cantey is entitled to damages from Defendants, including **ACTUAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES.**

FOR A FOURTH CAUSE OF ACTION AS TO ALL DEFENDANTS
(LOSS OF CONSORTIUM)

28. Each and every allegation contained in this Complaint which is not inconsistent with this cause of action is hereby incorporated by reference as if repeated verbatim herein.

29. The Plaintiffs, Stephen Cantey and Pamela Cantey were married at all times relevant in this Complaint, including during the date of this incident August 12, 2017.

30. As the result of the Defendants' actions and omissions which adversely affected Stephen Cantey, Pamela Cantey has been forced to endure substantial losses of the marital rights to company, society, cooperation, affection, assistance, fellowship, aid, and all relations and damages associated with her loss of consortium claim.

31. Due to the negligent, grossly negligent, reckless, willful, and wanton acts and/or omissions of the Defendants, Plaintiff Pamela Cantey is entitled to damages from Defendants, including **ACTUAL, CONSEQUENTIAL, AND PUNITIVE DAMAGES**.

32. As a direct and proximate result of the aforementioned acts and omissions of the Defendants, Plaintiff Stephen Cantey suffered, and continues to suffer, severe and permanent injuries, including conscious pain and suffering, mental anguish, emotional distress, and medical expenses.

33. Plaintiffs are informed and believe they are entitled to judgment against the Defendants, jointly and severally, for both actual and punitive damages, all of which were directly and proximately caused by the Defendants acts and/or omissions as more fully set forth above, in an amount as may be set and determined by the trier of fact in this matter.

WHEREFORE, Plaintiffs pray for judgment against the Defendants, both jointly and severally, for **ACTUAL, CONSEQUENTIAL, PUNITIVE DAMAGES**, together with costs of this action, and for

such other and further relief as this Court may deem fit, just, and proper.

s/Andrew W. Kunz

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