

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Curtis Hinkle,

Plaintiff,

vs.

World Choice Investments, LLC, Pirates Voyage, LLC d/b/a Pirates Voyage Dinner & Show, and David Swangel, both individually and as agent of World Choice Investments, LLC, and Pirates Voyage, LLC d/b/a Pirates Voyage Dinner & Show,

Defendants.

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT

Docket No.: 2025-CP-26-\_\_\_\_

**SUMMONS**

TO: THE DEFENDANTS 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.

s/ P. Brooke Eaves Wright

P. Brooke Eaves Wright, Esquire

SC Bar No.: 102021

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**ATTORNEY FOR PLAINTIFF**

Myrtle Beach, South Carolina

Dated: December 9, 2025

STATE OF SOUTH CAROLINA  
COUNTY OF HORRY  
Curtis Hinkle,  
Plaintiff,  
vs.  
World Choice Investments, LLC, Pirates Voyage, LLC d/b/a Pirates Voyage Dinner & Show, and David Swangel, both individually and as agent of World Choice Investments, LLC, and Pirates Voyage, LLC d/b/a Pirates Voyage Dinner & Show,  
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IN THE COURT OF COMMON PLEAS  
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**COMPLAINT**

Plaintiff, Curtis Hinkle, complaining of Defendants, would respectfully show this Court the following:

1. Plaintiff Curtis Hinkle is a citizen and resident of Horry County, South Carolina.
2. Defendant World Choice Investments, LLC, is, upon information and belief, a corporation organized and existing under the laws of a state other than State of South Carolina which conducts business in the State of South Carolina, County of Horry, through its agents, servants, and/or employees, and derives substantial revenue therefrom.
3. Defendant, Pirates Voyage, LLC d/b/a Pirates Voyage Dinner and Show is, upon information and belief, a corporation organized and existing under the laws of a state other than South Carolina which conducts business in the State of South Carolina, County of Horry, through its agents, servants, and/or employees, and derives substantial revenue therefrom.
4. Defendant David Swangel is upon information and belief, a citizen and resident of Horry County, South Carolina, and was the manager of the business known as Pirates Voyage Dinner & Show and subject premises located at or near 8907 North Kings Highway, in

Myrtle Beach, South Carolina, at all times relevant to this Complaint. As such, Defendant David Swangel owed a duty to inspect for, discover, warn against, and repair defective and/or hazardous conditions at the subject business known as Pirates Voyage Dinner & Show and subject premises located at or near 8907 North Kings Highway, in Myrtle Beach, South Carolina, such as the hazardous conditions which are the subject of this lawsuit.

5. That Defendants had significant and substantial control over the subject business known as Pirates Voyage Dinner & Show and subject premises located at or near 8907 North Kings Highway, in Myrtle Beach, South Carolina, on December 19, 2025, and at all times relevant to this Complaint.
6. That the facts and circumstances which are the subject matter of this lawsuit occurred in the County of Horry, South Carolina.
7. That, upon information and belief, Defendants controlled, managed, assumed responsibility for, and operated a business located at 8907 North Kings Highway, Myrtle Beach, SC 29572, at all times relevant to this Complaint.
8. That this Honorable Court has jurisdiction over the parties as Defendants have committed a tortious act in whole or in part in the State of South Carolina, County of Horry.
9. That this Honorable Court has jurisdiction over the subject matter to this litigation and venue is proper in this Court, as the most substantial parts of acts and omissions giving rise to the causes of action occurred in the County of Horry, South Carolina.
10. That on or about December 19, 2024, and all times relevant to this Complaint, Defendant David Swangel was the manager of the subject business known as Pirates Voyage Dinner & Show and subject premises located at or near 8907 North Kings Highway, in Myrtle Beach, South Carolina, in the County of Horry.

11. At on or about December 19, 2024, Plaintiff was walking and traversing inside of Defendants' premises at or near 8907 North Kings Highway in Myrtle Beach, South Carolina, when he slipped on the wet, unstable and hazardous flooring and/or surface on the stage and area (hereinafter "subject area") which caused him to fall sustaining injuries.
12. That, on or about December 19, 2024, and at the time of the subject incident, Plaintiff Curtis Hinkle was a customer and invitee of Defendants on Defendants' premises located at 8907 North Kings Highway, Myrtle Beach, SC 29572.
13. That Defendants instructed Plaintiff to carry a bucket of water across the stage and subject area and Defendants handed a bucket of water to Plaintiff.
14. That Defendants instructed and encouraged Plaintiff move quickly across the stage and subject area while carrying the bucket of water that Defendants instructed Plaintiff to quickly carry across the stage, flooring and subject area without warning Plaintiff that the flooring, stage and subject area was unstable, bouncy, wet and trampoline like which was hazardous and dangerous.
15. That the subject area where the fall occurred was upon information and belief designed and constructed for the use of trained professionals and performers and non-trained customers including Plaintiff should not have been instructed, encouraged, and permitted by Defendants to use and be on the subject area.
16. That Plaintiff did not have knowledge of the wet, bouncy, unstable, and hazardous flooring and subject area inside the Defendants' premises on which Plaintiff's fall occurred.
17. That Plaintiff did not have knowledge of the dangerous conditions existing on Defendants' premises.
18. That the defective conditions of the subject area resulted in Plaintiff's injuries which give

rise to this litigation.

19. That the defective conditions of the subject area were disguised, concealed, and not visible to Plaintiff prior to the subject incident and Plaintiff had no notice or knowledge of the dangerous conditions existing on Defendants' property in the subject area.
20. That Plaintiff was on Defendants' property as a paying guest to the financial benefit of Defendants.
21. That the premises had no signage or warning posted at or near the subject area to warn of the dangerous conditions then and there existing.
22. That Defendants failed to warn Plaintiff of the dangerous conditions and risks of harm to Plaintiff then and there existing.
23. That the injuries sustained by Plaintiff on or about December 19, 2024, required extensive medical treatment. As a result, Plaintiff has suffered pain and a loss of enjoyment of life.
24. Defendants owed Plaintiff a duty of care to keep the premises reasonably safe, to discover and repair dangerous defects on the premises, and to disclose to Plaintiff any latent defects existing on the subject property.
25. That Defendants are vicariously liable for the actions of its agents and employees who owed a duty to inspect, search for, discover, warn against, and repair defective conditions discovered at the subject theater, such as the hazardous conditions which are the subject of this lawsuit.
26. That Defendants failed to warn Plaintiff of concealed hazardous conditions that were known to Defendants.
27. That Defendants failed to use reasonable care to warn Plaintiff of any concealed dangerous conditions and activities which were known to Defendants.

28. That it was known to Defendants and/or foreseeable to Defendants that Plaintiff would encounter the hazardous conditions and/or activities on Defendants' premises which were dangerous to Plaintiff.
29. At all times relevant herein, Defendant David Swangel was a manager at Pirates Voyage LLC d/b/a Pirates Voyage Dinner & Show located at 8907 North Kings Highway, Myrtle Beach, SC and was acting within the course and scope of his employment with said Defendants.
30. At all times relevant herein, all employees of Defendants were acting within the course and scope of employment of Defendants and Defendants are responsible for the conduct of said agents and/or employees pursuant to the doctrine of *Respondeat Superior*.
31. Defendants owed Plaintiff a duty to create and maintain adequate and safe premises, flooring, subject area and walking areas for use and participation.
32. Defendants breached their duty to Plaintiff. As such, Defendants owed a duty to inspect for, discover, warn against, and repair defective and/or hazardous conditions at the subject Pirates Voyage LLC d/b/a Pirates Voyage Dinner & Show, such as the hazardous conditions which are the subject of this lawsuit by creating, maintaining, and/or allowing dangerous conditions to exist on the premises and by failing to correct the dangerous and defective condition on Defendants' premises.
33. That Defendants breached their duty to Plaintiff by creating, maintaining, causing, and/or allowing dangerous conditions to exist on the premises by failing to correct the dangerous and defective conditions of a slip and fall hazard within a known walking area and in the subject area on Defendants' premises.
34. Defendants knew, or should have discovered and known, of the defective conditions which

caused Plaintiff to slip and fall.

35. Defendants created the defective and hazardous conditions which caused Plaintiff to slip and fall.

36. Defendants did not take any steps to correct or repair the dangerous and defective conditions, or to warn users, such as Plaintiff, of the hazards.

37. Plaintiff's injuries were caused by the defective and hazardous conditions on Defendants' premises which Defendant encouraged and instructed Plaintiff to encounter without warning Plaintiff of the hazardous conditions.

38. That Defendants conducted activities on Defendants' premises that were harmful and unreasonably dangerous to Plaintiff.

39. Plaintiff would show that Defendants, through its agents, servants, and/or employees, negligently, recklessly, willfully, wantonly, and grossly negligently breached its duties to Plaintiff in the following particulars to wit:

- a. In failing to provide reasonable and adequate areas for safe ingress and egress about the premises and during Defendants' show;
- b. In creating dangerous conditions on the premises and subject area;
- c. In failing to adequately secure and maintain the premises and subject area;
- d. In failing to warn of or eliminate unreasonable risks within the area of invitation and subject area;
- e. In failing to post effective and conspicuous warning signs or other notifications of the conditions of the premises and hazards in the subject area;
- f. In failing to reasonably investigate and discover risks on the premises and to take safety precautions to prevent unreasonable risk of harm to guests/invitees;

- g. In failing to properly hire, properly train, manage, and supervise competent employees who were to attend to the conditions of the property so as to avoid injury to customers and guests/invitees;
- h. In failing to perform routine maintenance and inspections of the premises to include the subject area;
- i. In failing to follow or maintain adequate safety procedures;
- j. In failing to keep the floors, subject area, and walking surfaces dry, safe and free from unreasonable hazardous;
- k. In failing to establish and enforce reasonable and adequate policies and procedures for employees and/or agents to follow;
- l. In failing to properly and reasonably inspect, maintain and keep dry the walking areas, subject area and floors on the subject premises;
- m. In failing to use due care as a reasonable and prudent manager, employee, company, and corporation should, under the circumstances then and there prevailing;
- n. In failing to warn Plaintiff and customers that the subject area, flooring and walking area was wet, unstable, bouncy, and unsafe for Plaintiff and others;
- o. In encouraging and instructing Plaintiff to encounter hazardous, wet and unstable conditions for use that Defendants knew were hazardous while Plaintiff did not know of the hazards then and there existing;
- p. In failing to warn Plaintiff, invitees and customers of the risks and hazardous conditions of Defendants' premises;
- q. In creating hazardous conditions which resulted in Plaintiff's incident;
- r. In failing to provide and maintaining a safe area and means for customers, guests and

- invitees including Plaintiff to utilize during the show on Defendants' premises;
- s. In causing, allowing, providing, spilling, and/or dropping water and/or liquids on the floor, staging, and subject area and failing to promptly clean it up or warn of the hazardous conditions existing; and
  - t. In such other particulars as the evidence at trial may show.

Any one or more of which acts of commission and/or omission by Defendants were a proximate cause of the injuries suffered by Plaintiff. Said acts of commission and/or omission were in violation of the statutory laws of the State of South Carolina and a violation of duties Defendants owed to the Plaintiff.

40. Plaintiff was seriously injured as a direct and proximate result of the negligent, reckless, willful, wanton and gross negligent acts and/or delicts as enumerated here and above, by Defendants, through its agents, servants, and/or employees.

41. That, as the direct and proximate result of the aforesaid negligent, grossly negligent, careless, reckless, willful and wanton acts and/or omissions by Defendants, through its agents, servants and/or employees, as enumerated here and above, Plaintiff:

- a. Was severely, seriously, painfully, and permanently injured;
- b. Suffered injuries about various parts of his body;
- c. Was subjected to the administration of strong and potent drugs and medications;
- d. Suffered extreme and painful injuries to his person from which Plaintiff had permanent adverse effect and disability;
- e. Suffered injuries that required medical treatment;
- f. Has incurred substantial medical and doctor bills due to his injuries;

- g. Was subjected to extreme pain, mental anguish, emotional distress, loss of enjoyment of life, suffering and discomfort over a long period of time;
- h. Was prevented from attending to his usual and ordinary activities of daily living;
- i. Has suffered a financial loss in the form of wages and future earning capacity; and
- j. All other damages, including actual, special, consequential and punitive, in an amount to be determined by the trier of facts.

**FOR A SECOND CAUSE OF ACTION**  
**(Violation of the South Carolina Unfair Trade Practices Act)**

- 42. Plaintiff realleges and incorporates by reference all other allegations as if fully repeated in this Paragraph in their entirety.
- 43. Plaintiff and Defendants are “persons” within the meaning of Section 39-5-10(a), Code of Laws of South Carolina, 1976, as amended.
- 44. Defendants, by conducting business in the State of South Carolina, are engaged in commerce within the meaning of S.C. Code Ann. Section 39-5-10(b).
- 45. Defendants’ actions described in this Complaint constitute unfair and deceptive practices within the meaning of S.C. Code Ann. Section 39-5-20(a), namely, advertising that Defendants’ Pirates Voyage is “...one of the best things to do in Myrtle Beach, SC”, and advertises Pirates Voyage Dinner & Shower as “...the best thing to do in the area for all ages” when it was not in fact the best thing to do in the area for all ages and was not one of the best things to do in Myrtle Beach, SC, and specifically was not the best thing for Plaintiff to do.
- 46. Defendants’ actions described in this Complaint constitute unfair and deceptive practices within the meaning of S.C. Code Ann. Section 39-5-20(a), namely, advertising that Defendants’ Pirates Voyage Dinner & Show is “...the perfect combination of food and fun,

and it provides a great value for everyone who visits!” when it was not in fact a perfect combination of food and fun and does not provide a great value for everyone who visits and specifically did not provide a great value for Plaintiff.

47. Defendants’ acts are capable of repetition, and, upon information and belief, have been repeated.
48. Defendants’ conduct affects the public interest of South Carolina.
49. Defendants knew or reasonably should have known that its conduct violated the Unfair Trade Practices Act.
50. As a direct and proximate result of the negligent, grossly negligent, careless, reckless, willful and wanton acts and/or omissions of Defendants, through its agents, servants and/or employees, Plaintiff suffered extensive medical injuries.
51. Plaintiff is informed and believes that he is entitled to judgment in this matter for actual, special, consequential, and punitive damages in an amount to be determined through this Honorable Court.

**WHEREFORE**, Plaintiff prays for judgment against Defendants in an amount to be determined by the trier of fact, for actual, special, consequential and punitive damages; for the costs of this action; and for such other relief as this Honorable Court may deem just and proper.

s/ P. Brooke Eaves Wright  
P. Brooke Eaves Wright, Esquire  
SC Bar No.: 102021  
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Myrtle Beach, South Carolina  
December 9, 2025