

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM WILLIAMSBURG COUNTY

Court of Common Pleas

Kristi F. Curtis, Circuit Court Judge

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Case No: 2014-CP-45-00132

Appellate Case No: 2021-000835

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South Carolina Farm Bureau Ins. Co,           Plaintiff  
v.

Marion L. Driggers, Shiralee Driggers, Tammy D.  
Floyd, Estate of Arthur McKenzie, The Travelers  
Home and Marine Insurance Company, The  
United States of America acting by and through  
Its agency, The Internal Revenue Service, and  
The South Carolina Tax Commission,           Defendants,

Of Which Marion L. Driggers is Appellant and The Travelers  
Home and Marine Insurance Company is the Respondent.

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**INITIAL BRIEF OF PLAINTIFF  
SOUTH CAROLINA FARM BUREAU INS. CO.**

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Submitted By:

J. Dwight Hudson (SCB# 2753)  
**Hudson & Graham**  
PO Box 70218  
Myrtle Beach, SC 29572  
T: (843) 692-9889; F: 692-9190  
[HUDSONLAW@HUDSONLAWOFFICE.COM](mailto:HUDSONLAW@HUDSONLAWOFFICE.COM)  
*Attorney for Plaintiff, South Carolina  
Farm Bureau Ins. Co.*

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## STATEMENT OF ISSUES ON APPEAL

- I. The Trial Court Incorrectly Ruled That M. Driggers Was A “Stranger” To The Travelers Policy And Did Not Have Standing To Pursue The Action For Bad Faith*
- II. The Trial Court Erred In Not Properly Advising Pro Se Litigant*
- III. The Trial Court Erred In Granting Travelers Summary Judgment & Dismissal Prior to The Completion Of Discovery*

## INTRODUCTION

This case arises from the same core of complex facts at issue in the following pending appeal: *S.C. Farm Bureau v. The Travelers Home, Appellate Case No. 2021-000494*. The briefing is complete and the record is closed in that case. However, due to the complex procedural history and facts involved in this case, SCFB incorporates its Final Brief and Final Reply Brief from No. 2021-000494 herein by reference and incorporates pertinent parts of the Record as well.

## STATEMENT OF THE CASE

SCFB initiated the underlying action on March 7, 2014 by filing a Declaratory Judgment Action. **See: Referenced Pleading.** It asked that the Court inquire into the circumstances of an insurance claim filed by Appellant Marion Driggers and Respondents Shiralee Driggers and Tammy Floyd. It asked the Court to declare certain matters as to the rights and obligations of the parties, including the following: (a) The insurable value of the property at the time of the subject loss; (b) The ownership/rental/insurable interests, if any, held by the parties in the property at the time of the subject loss; (c) The amount due from each policy and to whom that amount is due on account of this loss, if any, considering all relevant factors, including ownership, valuation, the damage incurred, and the relevant policy provisions; and (d) That no sums are due from Farm

Bureau to its insured for this loss because the insured's late notice substantially prejudiced Farm Bureau and/or denied Farm Bureau's right to investigate the subject loss, an apparently intentionally set fire. **See: Referenced Pleading.**

The specific procedural history is detailed in the incorporated Final Brief and Final Reply Brief from 2021-000494. Ultimately, the pleadings were joined with SCFB also seeking equitable indemnity from Travelers per the involved *Pro Rata Statute*, S.C. Code Ann., § 38-75-20, 1976, as amended. Mr. Driggers, *pro se*, along with Shiralee Driggers and Tammy Floyd, via counsel, filed bad faith actions against Travelers and SCFB. Travelers filed a claim for interpleader and McKenzie filed a cross-claim against the Driggers parties. **See Referenced Pleadings.** Parts of these claims remain pending below, but the trial court granted Summary Judgment to Travelers on all claims, denied motions for reconsideration, and granted Travelers dismissal. Farm Bureau's Motion For Summary Judgment was found to be premature because discovery had not been completed, but the Judge then granted Travelers Motion for Summary Judgment and dismissed Travelers from the case before discovery was completed. **See: Transcript, p. 55; Order re Summary Judgment to Travelers re FB Equitable Indemntiy claim, Orders re Interpleaders and Orders of Dismissal as to Travelers.**

The appeal of SCFB in **2021-000494** and then this appeal followed.

#### STATEMENT OF THE FACTS

Like the procedural history and legal issues, the facts of this case are quite complex. All are specifically described in SCFB's Final Brief and Final Reply Brief in No. 2021-000494, which, along with pertinent portions of the Record from the same action, are incorporated herein.

The legal relationship between the Driggers/Floyd and the McKenzie parties began with a, not surprisingly, complex real estate transaction, all centering around a Williamsburg County house located at 3328 Turbeville Highway (also known as 200 W. Highway 378 Bypass, Lake City, South Carolina). McKenzie originally owned the house, but he lost it for taxes and, at the tax sale, Elsie Matthews bid the property in as a “straw buyer” for Driggers/Floyd. Matthews transferred the property to Tammy Floyd and she signed a Contract For Sale And Purchase with Liza Gamble, McKenzie’s girlfriend, because McKenzie’s tax issues prevented him from holding anything in his name. Later, Gamble assigned her interest in the Contract to McKenzie, though none of the Driggers/Floyd parties ever signed off on or agreed to the assignment. **See Deed to Floyd, Contract To Purchase, Assignment of Contract to Purchase, EUO of M. Driggers, p. 58-60; and EUO of S. Driggers, p. 9-16).** Throughout the relevant history of this property, it was titled to Floyd and occupied by McKenzie, with ownership interests varying according to the terms of the Contract For Sale and Purchase, as measured by the payment history for the property. Summary Judgment and dismissal in favor of Travelers for all claims here and in No. 2021-000494 was granted by the court without the payment history or disputed ownership percentages being established.

The troubled payment history is a matter of longstanding, and the property was the subject of a previous eviction proceeding. Judge Shuler resolved this eviction by his Order of July 10, 1996 which was not appealed and stands as a final determination of the property rights and obligations of the Driggers/Floyd/McKenzie parties. **See: Order of Judge Shuler, recorded 7.10.1996.** That Order provided that in exchange for certain payments and certain considerations, McKenzie would retain his occupancy and purchase rights for the property. One of the terms for the sale of a property interest to McKenzie was that he maintain insurance on the house for at least

\$80,000, with a loss payable clause in favor of Leroy Driggers and Shirley Driggers or their Designee. **See Order of Judge Shuler, 1.10.96, pages 3-4.** This insurance was a term or condition of the sale, per Judge Shuler's Order, and without the insurance contract designating Leroy and Shirley Driggers as loss payees, then McKenzie had no ownership interest in or insurable interest to the subject property.

Driggers/Driggers and Floyd were aware of this Order, but also knew the uncertain payment history by McKenzie, so they took out fire insurance covering the same property, intending that it be "mortgage insurance," although Farm Bureau was unaware of any other ownership interest or insurance as to the subject property. These facts are detailed in Farm Bureau's Final Brief and Final Reply Brief as to incorporated No. 2021-000494.

On November 26, 2009, a fire occurred at the subject property, causing substantial damage. A prompt claim was filed by McKenzie as to the Travelers policy, which claims should have included the judicially declared loss payee interest of Driggers. However, the claim dragged on, the interest of Driggers was not confirmed by Travelers, so Driggers/Driggers and Floyd filed a claim as to the Farm Bureau policy. No claim was filed against the Farm Bureau policy for almost three years after the fire loss, with a claim filed about a month prior to the Statute of Limitations. **See: Complaint and Amended Complaint.** This DJ action was filed by Farm Bureau on March 7, 2014. No lawsuit as to the fire loss was filed prior to the running of the Statute of Limitations on November 26, 2012.

Farm Bureau's Motion For Summary Judgment was found to be premature because discovery had not been completed, but the Judge then granted Travelers Motion for Summary Judgment and dismissed Travelers from the case before discovery was completed. **See: Transcript, p. 55; Order re Summary Judgment to Travelers re FB Equitable Indemntiy**

**claim, Orders re Interpleaders and Orders of Dismissal as to Travelers.** The trial court dismissed all claims against Travelers before it was even deposed. At the time of the dismissal, depositions were scheduled for the immediate future, and those have been held. These depositions did not include testimony from Travelers, which asked for and got interpleader and dismissal of all claims, including Farm Bureau's equitable indemnity claim. Travelers was dismissed even though during this litigation, on July 7, 2014, Travelers settled McKenzie's claim for Two Hundred Thirty-Two Thousand Seventy Three and 45/100 (\$232,073.45) Dollars, Fifty Four Thousand Nine Hundred Twenty Six and 55/100 (\$54,926.55) less than the full amount of its coverage. **See: Settlement Agreement With McKenzie.** Of the total settlement amount, One Hundred Sixteen Thousand Nine Hundred Thirty Three and 05/100 (\$116,933.05) Dollars was paid on behalf of McKenzie to his present and former attorneys. **See: Settlement Agreement, Order of March 30, 2021.** That left a balance of the settlement sum of One Hundred Fifteen Thousand One Hundred Forty And 40/100 (\$115,140.40) Dollars, and the Court allowed Travelers to deposit this sum as interpleaded funds, and granted Travelers a dismissal with prejudice. **See: Settlement Agreement With McKenzie, Order of March 30, 2021 and Order of April 19, 2021.** This was done without deposition testimony or evidence establishing even what insurable interest Driggers and McKenzie had in the property, based upon the payment history and prior court rulings.

Farm Bureau's appeal No. 2021-000494 and this appeal followed. The Court should find in favor of both Farm Bureau and Driggers, and against Travelers.

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**Coverage Involved:**

Travelers covered the subject dwelling for its named insured, Arthur McKenzie, under Homeowners Policy No. 984761288 633 1 for policy period 5/07/09 - 5/07/10 providing, in

relevant part, the following coverage: A: Dwelling: \$287,000; B. Other Structures: \$28,700; C. Personal Property: \$200,900; D. Loss of Use: \$ 86,10. **SEE: Travelers Declarations Page and Policy.**

Farm Bureau covered the subject dwelling for its named insured, Marion L. Driggers, on Homeowners Policy No. FI 0401219 for policy period 5/24/09 - 5/24/10 providing, in relevant part, the following coverage: A: Dwelling: \$118,000; B. Other Structures: \$ 5,900; D. Loss of Use: \$ 11,800. **See: Farm Bureau Declarations Page and Policy.**

### **STANDARD OF REVIEW**

On appeal from an order granting summary judgment, the appellate court applies the same standard that governs the trial court. The appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the appellant, the non-moving party below. *Osborne v. Adams*, 346 S.C. 4, 7, 550 S.E.2d 319, 321 (2001); *Williams v. Chesterfield Lumber Co.*, 267 S.C. 607, 230 S.E.2d 447 (1976).

### **ARGUMENT**

#### ***I. The Trial Court Incorrectly Ruled That M. Driggers Was A “Stranger” To The Travelers Policy And Did Not Have Standing To Pursue The Action For Bad Faith***

Judge Shuler issued an Order to settle a prior eviction action regarding the property, and this Order set the terms for the Contract for Sale and Purchase between the parties. **See: Order of Judge Shuler, recorded 7.10.1996; Contract for Sale and Purchase.** This Order and the contract adopting the Order’s terms form the basis for Travelers’ Insured, McKenzie, having an insurable interest in the property. Thus, the Order and the Contract form the basis for the policy

issued by Travelers. The Order required that McKenzie insure the property for a minimum of Eighty Thousand and no/100 (\$80,000) Dollars and that the issued policy name and protect Driggers as a loss payee. The policy issued by Travelers subject to the Order is subject to the terms of the Order, and the lower Court erred in not so finding.

A loss payee stands in the shoes of a mortgagee and has rights coterminous with those of a mortgagee. *Colony Ins. Co. v. Peterson*, 582 F. Appx 156 (4<sup>th</sup> Cir., 2014). If a mortgagor – or property owner – is bound by a covenant in the mortgage “or otherwise” to insure the premises for the security of the mortgagee or lender, then the mortgagee or lender will have an equitable lien on the policy proceeds. *Blackwell v. State Farm Mutual*, 237 SC 649, 118 SE2d 701 (1961). “This equitable lien arises solely from the unperformed contract to protect, the theory being that since equity regards as done that which ought to have been done, if the mortgagor, having so covenanted, fails to make the insurance payable to the mortgagee, or to assign the same, the fund arising therefrom is within the operation of the maxim.” *Id at p. 654*. The equitable lien arises on a policy of insurance “even though taken out in the name of the mortgagor.” *F.M. Nat’l Bank v. Moore*, 135 SC 391, 133 SE 913 (1926). This equitable lien exists even if the contract expressly gives the mortgagee (lender) the right to procure insurance, at the expense of the mortgagor (owner), if the mortgagor/owner fails to do so. *Id at p. 396-397*.

It is the covenant or agreement to insure that gives a mortgagee (lender) the equitable interest and in the absence of such agreement or covenant, the mortgagee (lender) acquires no interest in a policy the mortgagor takes out to insure his own interest. *F.M. Nat’l Bank* at p. 397. “And such a covenant or agreement creates an equitable lien on the insurance money in favor of the mortgagee, though the policy is in the name of and payable to the mortgagor, and has not been

assigned by him to the mortgagee,” *Id at p. 397*, citing *Wheeler Factors’ Traders’ Ins. Co., 101 U.S. 439 (1879)*.

"For an equitable lien to arise, there must be a debt, specific property to which the debt attaches, and an expressed or implied intent that the property serve as security for payment of the debt." *First Fed. Sav. Loan Ass'n of S.C. v. Finn, 300 S.C. 228, 231, 387 S.E.2d 253, 254 (1989)*. An equitable lien is a "mere floating equity until a judgment or decree subjecting the property to the payment of the debt or claim is rendered." *Horry Cnty. v. Ray, 382 S.C. 76, 83-S4, 674 S.E.2d 519, 524 (Ct.App. 2009)* Even though an equitable lien is not judicially recognized until a judgment is entered declaring its existence, the lien relates back to the time it was created by the conduct of the parties. *Id. at 84, 674 S.E.2d at 524*.

*Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 250 (S.C. Ct. App. 2011)*

As noted above, Mr. Driggers’ interest in the Travelers policy derives from two sources:

(1) The Order of Judge Shuler resolving the prior eviction proceedings between the Driggers and the McKenzie parties; and (2) The Contract for Sale and Purchase containing the terms required by the Shuler Order. **See: Order of Judge Shuler, recorded 7.10.1996. Contract For Sale and Purchase, recorded 2.10.1998.** South Carolina law is clear and of long-standing in applying such equitable interests.

Travelers knew of the equitable interest that Mr. and Mrs. Driggers had in the property, During its investigation, Travelers became aware that there was a complex history involving the property, noting “odd” issues with the sale by titled owner Floyd, but determining that based on the sale, McKenzie had an insurable interest. **See Travelers 29-34 at p 11; Internal Correspondence.** On January 2, 2010, Travelers Claims Representative Ted Alexander got a call from Travelers agent that he’d been contacted by Mrs. Driggers advising of an \$80,000 mortgage they held on the subject property. **See: Travelers 3-14 Claim Notes, p. 5.** On January 12, 2010, Alexander’s notes for Travelers reflect that he asked the PM (possibly Primary Manager, but exact meaning unknown) about the Driggers’ mortgage and “He said that has been taken care of. I

advised that we were now on notice of the mortgage.” After the call S Driggers left a voice mail. **See: Travelers 493-515 at p. 15-16; Travis Notes.** Despite Travelers being on notice of the Driggers’ mortgage and failing to pay the same, Mr. Driggers was told that he did not have a claim against Travelers because his interest wasn’t listed on the policy. **See: EUO of M. Driggers, p. 36-37.**

After initial joint representation of the Driggers, Driggers, Floyd parties by Attorney James Dotson, and then a subsequent period of joint representation by Attorney Edward K. Pritchard, III, Mr. Driggers represented himself *pro se*, and did so for most of this action, up to the point of this appeal. On his own and through his various counsel, Mr. Driggers has consistently maintained his position that his interests were and should be protected by the Travelers policy. Since Travelers shirked its clear equitable obligation to Driggers, he has made a claim against Travelers for bad faith. Normally, South Carolina law provides that only a named insured can make a claim for bad faith against an insurance carrier. *Carter v. American Mut. Fire Ins. Co.*, 279 S.C. 368, 307 S.E.2d 227 (1983); *Cook v. Mack's Transfer Storage*, 291 S.C. 84, 352 S.E.2d 296 (Ct.App. 1986); *Swinton v. Chubb Son, Inc.*, 283 S.C. 11, 320 S.E.2d 495 (Ct.App. 1984). However, an exception to this rule exists for one in a derivative policyholder position where a claim is not merely contingent. The court has held that a widow may recover in a bad faith claim against her spouse’s employer and health insurance carrier. *Ateyeh v. Volkswagon of Florence, Inc.*, 288 SC 101, 341 SE2d 378 (1986). In *Ateyeh*, the Court held that the widow had more than a contingent interest in the policy as her interest was derivative. *Id.* Applying that principal here, even if Driggers was not a named party to the contract between Travelers and McKenzie, Driggers held an equitable lien as a loss payee or mortgagee. This equitable lien would not be established until the time of judgment, but it would then date back to its creation. *Horry Cnty. v. Ray*, 382 S.C. 76, 83-

S4, 674 S.E.2d 519, 524 (SC Ct. App, 2009) Under the facts of this case, as a loss payee to the Travelers Policy, Driggers had more than a contingent interest in the insurance such that he is not a third party. And, since a loss payee stands in the shoes of the insured, Driggers' interest is derivative in nature. A mortgagee's rights under a fire insurance policy depend on the existent of a secured debt owed the mortgagee by the mortgagor-insured such that the mortgagee cannot be independent of the mortgagor. *Nationwide Mut. Ins. Co. v. Hunt*, 327 SC 89, 488 SE2d 339 (1997). Prior South Carolina case law includes actions by mortgagees against an insurer for breach of contract and bad faith. In one such case, the bad faith claim was not dismissed and went to the jury. *Id.*

The trial court erred in finding that Driggers was a stranger to the policy and lacked standing to bring an action for bad faith.

## ***II. The Trial Court Erred In Not Properly Advising Pro Se Litigant***

South Carolina law recognizes an individual's ability to appear *pro se* with leave of the court. *SC Code Ann. §40-5-80, 1976, as amended*. Mr. Driggers has appeared *pro se* since fairly early on in the litigation. He was *pro se* at the times that disputes arose over earlier attempts to mediate and take depositions. At those times, he often declined to participate absent certain conditions, as to mediation, and unless all attorneys were also being deposed, as to depositions. The lack of understanding as to the rules and procedures for ADR and depositions led to delays and conflict. Similarly, informal methods of filing motions, such as letters, and the filing of multiple motions caused issues and further confusion as to the record and as to the status of outstanding matters. Further, and particularly, Mr. Driggers was *pro se* at the time of the instant dispositive motions and orders as to Travelers.

South Carolina's Rules of Civil Procedure are based on the Federal Rules, and our courts look to how federal case law construes the Federal Rules as guidance for construction of the state rules. *Gardner v. Newsome Chevrolet-Buick, Inc.*, 304 SC 328, 404 SE2d 400 (1991). The Federal Courts have a specific *pro se* litigant guide, and courts will advise litigants to consult this guide during the course of litigation. *Lee v. N-Link Corp.*, C/A No. 3:12-2109-CMC-SMH. Further, prior to the grant of any dispositive motion, Federal Courts generally issue a "Roseboro" Order to *pro se litigants*, (and must do so for incarcerated litigants) explaining the procedures for responding to dispositive motions and warning of the consequences for failing to respond. *Id.*, citing, *Roseboro v. Garrison*, 528 F2d 309 (4<sup>th</sup> Cir., 1975). The requirement that *pro se* litigants be provided with notice and instructions is consistent with the Federal Rules requirement for reasonable notice. *Davis v. Zahradnick*, 600 F2d 458 (4<sup>th</sup> Cir., 1979).

In the present case, the absence of *pro se* guidance to Mr. Driggers appears to have delayed the case and complicated matters considerably. While *pro se* litigants are not entitled to any more or less consideration than are represented litigants, the absence of such material raises due process concerns, especially as to the grant of a dispositive motion.

### ***III. The Trial Court Erred In Granting Travelers Summary Judgment & Dismissal Prior to The Completion Of Discovery***

The Trial Court granted Summary Judgment to Travelers, allowing Interpleader and deposit of the partial, remaining coverage, thereby dismissing Mr. Driggers' bad faith claim. **See: Orders.** At the time of dismissal, depositions were not complete, the deposition of Travelers had not been taken and key parties Mr. and Mrs. Driggers had not been deposed, though depositions were scheduled and have since been held. However, Travelers was dismissed and has never been deposed.

Summary Judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery. *BPS, Inc. v. Worthy*, 362 S.C. 319 (S.C. Ct. App. 2005), citing *Doe v. Batson*, 345 S.C. 316, 548 S.E.2d 854 (2001); *Baughman v. American Tel. Tel. Co.*, 306 S.C. 101, 410 S.E.2d 537 (1991); see also *Schmidt v. Courtney*, 357 S.C. 310, 319, 592 S.E.2d 326, 331 (Ct.App. 2003). Additionally, Summary Judgment is not appropriate if further inquiry into the facts is needed to clarify the application of the law. *Lanham v. Blue Cross and Blue Shield of South Carolina*, 349 SC 356, 563 SE2d 361 (2002).

It should be noted that a large number of contributing factors affected scheduling in this case. This did include some issues by Mr. Driggers due to him lacking information by way of support and guidance to him, as a *pro se* party. However, much of the delay was occasioned by other issues, including: (1) Changes in counsel; (2) the death of Mr. McKenzie and the time involved with setting up an estate and getting a PR; (3) the Covid pandemic shutting down everything for a period of time; (4) Covid precautions that limited the number and frequency of terms of court and the availability of court reporters; (5) Covid quarantines and related issues affecting parties, counsel and law firm staff; (6) The need for hearings and motions in this case to be physically held in Court, rather than conducted virtually. Based upon the events listed, the full and fair opportunity to complete discovery required by South Carolina law was not given in this case and granting dismissal while the necessary discovery was scheduled was clear error.

Given the complex facts of this case, and the procedural history and impediments noted above, it was error for the Court to grant Summary Judgment to Travelers prior to the parties having a full and fair opportunity to complete discovery. Further, there are issues of fact and/or disputed facts directly affecting Mr. Driggers and the issues in this appeal which arose during the parties' depositions. Those are not a part of the Record because the depositions were

scheduled but not yet taken at the time of dismissal. Other disputed issues include the payment history, Travelers settlement with McKenzie and its failure to pay its full coverage into Court, the total value of the property and of each party's interest, particularly in view of the *Pro Rata* statute.

This case is procedurally like another SC action where a trial court granted Summary Judgment even though depositions were set to be held a week later and the grant of Summary Judgment was reversed by the Court of Appeals and that reversal was affirmed by the SC Supreme Court. *Doe ex rel Doe v. Batson*, 245 SC 316, 548 SE2d 854 (2001). The Supreme Court noted that delays in discovery were not solely attributable to either party. Citing to a prior decision, the Court said that Summary Judgment is premature if there is a likelihood shown that further discovery will uncover additional relevant evidence and the delay in discovery cannot fairly be attributable solely to the party opposing the motion. *Id*, citing *Baughman v. American Tel. Tel. Co.*, 306 SC 101 at 112-114, 410 SE2d at 544. In *Doe*, the court found that the delay in discovery was not solely the plaintiff's fault and was influenced by the complexity of the case. The same is even more true here, where the delays were due to all of the factors noted above, including an unprecedented pandemic. As to the likelihood of additional relevant evidence, testimony from the parties, for the first time, disclosed or claimed a previously unknown action by Travelers which directly relates to the policy issues involved in this appeal. And, as noted above, that evidence is not before this Court, and Travelers has not yet been examined as to the evidence, because the dismissal was entered before the then-scheduled depositions.

Summary Judgment against Mr. Driggers and the grant of interpleader and dismissal to Travelers was clearly premature in this case. This court should, therefore, reverse and remand this matter.

## CONCLUSION

The Court erred in finding that Driggers did not have standing for this action, and in failing to hold that Summary Judgment or dismissal was premature. Mr. Driggers had a court-ordered and a contractual interest as a loss payee to the Travelers policy, and this interest should be recognized and upheld. The loss payee interest puts Mr. Driggers in McKenzie's shoes as to the loss, making it a derivative interest and giving him the right to pursue a claim for bad faith against Travelers. Further, the grant of Summary Judgment or dismissal was premature, and information relevant to the coverage issues was shown at the parties' depositions, and discovery was not delayed solely due to Mr. Driggers actions or failures to act.

This Court should reverse the trial court and remand this case.

*Respectfully Submitted,*

*/s/ J. Dwight Hudson*

\_\_\_\_\_  
J. Dwight Hudson (SCB# 2753)  
**Hudson & Graham**  
PO Box 70218  
Myrtle Beach, SC 29572  
T: (843) 692-9889; F: 692-9190  
[HUDSONLAW@HUDSONLAWOFFICE.COM](mailto:HUDSONLAW@HUDSONLAWOFFICE.COM)

Dated: June 22, 2022

**Attorney SC Farm Bureau**

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**Jun 22 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM WILLIAMSBURG COUNTY

Court of Common Pleas

Kristi F. Curtis, Circuit Court Judge

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Case No: 2014-CP-45-00132

Appellate Case No: 2021-000835

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South Carolina Farm Bureau Ins. Co,           Plaintiff  
v.

Marion L. Driggers, Shiralee Driggers, Tammy D.  
Floyd, Estate of Arthur McKenzie, The Travelers  
Home and Marine Insurance Company, The  
United States of America acting by and through  
Its agency, The Internal Revenue Service, and  
The South Carolina Tax Commission,           Defendants,

Of Which Marion L. Driggers is Appellant and The Travelers  
Home and Marine Insurance Company is the Respondent.

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***PROOF OF SERVICE OF INITIAL BRIEF AND  
DESIGNATION BY SOUTH CAROLINA FARM BUREAU  
INS. CO.***

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I certify that on June 22, 2022, I served South Carolina Farm Bureau Ins. Co.'s Initial Brief and Initial Designation of Matter *on* counsel as noted below and as established by the copy of email service enclosed herewith.

*1st J. Dwight Hudson*

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J. Dwight Hudson (SCB# 2753)  
**Hudson & Graham**  
PO Box 70218  
Myrtle Beach, SC 29572  
T: (843) 692-9889; F: 692-9190  
[HUDSONLAW@HUDSONLAWOFFICE.COM](mailto:HUDSONLAW@HUDSONLAWOFFICE.COM)

Dated: June 22, 2022

**Attorney For Appellant**

Counsel: By e-mail as noted below, directed to the address registered with AIS:

Reese R. Boyd, III  
Davis & Boyd, LLC  
1110 London St.  
Suite 201  
Myrtle Beach, SC 29577  
[reese@davisboydlaw.com](mailto:reese@davisboydlaw.com)

*Attorney for Marion L. Driggers*

Mrs. Mariel D. Norton  
Baker Ravenel & Bender, LLP  
3710 Landmark Drive Suite 400  
PO Box 8057  
Columbia, SC 29204  
[mnorton@brblegal.com](mailto:mnorton@brblegal.com)

*Attorney(s) For Travelers*

Mr. Edward K. Pritchard, III  
Pritchard Law Group LLC  
Pritchard Law Group, LLC  
8 Cumberland Street, Suite 200  
Charleston, SC 29401  
[epritchard@pritchardlawgroup.com](mailto:epritchard@pritchardlawgroup.com)

*Attorney for Shiralee Driggers & Tammy Floyd*

Mr. Daryl James Corbin  
PO Box 447  
Florence, SC 29503-0447  
corbinlawfirm@corbinlawsc.co

*Attorney For Defendant Estate of Arthur McKenzie*

Mr. George John Conits  
U.S. Attorney's Office  
55 Beattie Place, Ste. 700  
Greenville, SC 29601  
george.conits@usdoj.gov

*Attorney for IRS*

Ms. Tasha B. Thompson  
S.C. State Housing Finance and Development Authority  
300C Outlet Pointe Blvd.  
Columbia, SC 29210  
tasha.thompson@schousing.com

*Attorney for SC Tax Commission*

**From:** mgraham hudsonlawoffice.com  
**Sent:** Wednesday, June 22, 2022 1:49 PM  
**To:** Norton, Mariel; epritchard@pritchardlawgroup.com; Daryl J. Corbin Esq. (corbinlawfirm@corbinlawsc.com); Conits, George (USASC); 'Tasha.Thompson@schousing.com'; Reese Boyd III  
**Cc:** Cathy Plocinik; Kelly M. Turek, Esq.; Jill Corbin; Daryl Corbin; Rosa Raspaldo  
**Subject:** 2021-000835 SC Farm Bureau vs. Marion L. Driggers, et al. of Whom Marion L. Driggers is the Appellant and The Travelers Insurance Company is the Respondent  
**Attachments:** Initial Brief of SCFB.pdf; DOM of SCFB.pdf

Counselors:

Enclosed and served today, June 22, 2022, are South Carolina Farm Bureau's Initial Brief and Designation in the above referenced matter. The same will be subsequently e-filed with the Court of Appeals, along with a forwarding letter and a Proof of Service of the enclosures, showing service by this email. We will also copy you with the e-filing.

With best regards,

*J. Dwight Hudson, Esq.*

By: Mary Anne Graham, Esq.

**Hudson & Graham**

P.O. Box 70218

2513 North Oak Street

Suite 210, Waverly Centre

Myrtle Beach, SC 29577

T: 843.692.9889

F: 843.936.4776

*hudsonlaw@hudsonlawoffice.com*

*www.hudsonlawoffice.com*



ADMITTED IN S.C. and N.C.\*  
 United States Supreme Court\*  
 U.S. Court of Appeals 4th Circuit\*\*  
 U.S. District Court – South Carolina\*\*  
 U.S. District Court – North Carolina\*  
 (Eastern, Middle and Western Districts)  
 S.C. Supreme Court\*\*  
 N.C. Supreme Court\*  
 S.C. Court of Appeals\*\*  
 N.C. Court of Appeals\*

**MYRTLE BEACH OFFICE:**

2513 N OAK ST, SUITE 210  
 MYRTLE BEACH, SC 29577  
 TELEPHONE: (843) 692-9889  
 FAX: (843) 936-4776

**SHALLOTTE OFFICE:**

5101 SELLERS ROAD  
 SHALLOTTE, NC 28459  
 TELEPHONE: (910) 755-6543

J. DWIGHT HUDSON\*  
 MARY ANNE GRAHAM^

**Reply To:**  
 PO Box 70218  
 Myrtle Beach, SC 29572

TOLL FREE: 1-877-874-5256

**Website:**

[www.hudsonlawoffice.com](http://www.hudsonlawoffice.com)

**Email:**

[HUDSONLAW@HUDSONLAWOFFICE.COM](mailto:HUDSONLAW@HUDSONLAWOFFICE.COM)

June 22, 2022  
*Via Court of Appeals Efiling*

The Hon. Jenny Abbott Kitchings  
 Clerk, SC Court of Appeals  
 PO Box 11629  
 Columbia, SC 29211  
[ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

**RECEIVED**  
**Jun 22 2022**  
**SC Court of Appeals**

Re: *SC Farm Bureau Mutual Ins Co. v. Driggers et al, Case No.: 2021-000835*

Dear Ms. Kitchings:

Enclosed for filing are the following:

1. Appellant’s Initial Brief
2. Appellant’s Designation Of Material To Be Included In The Record
3. Proof of Service of the Same

By copy of this letter, the enclosures are served as per the enclosed Proof of Service.

With best regards, I remain

*J. Dwight Hudson, Esq.*  
 J. Dwight Hudson, Esq.

JDH: mag  
 Enclosure(s): as stated  
 Cc: Counsel Via AIS Registered Email