

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

CRYSTAL WEBB,)
)
Plaintiff,)
)
vs.)
)
DANA THOMAS SLAUGHTER,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NUMBER 2021-CP-10-00001

RECEIVED
Oct 17 2022
SC Court of Appeals

**ORDER GRANTING MOTION TO
MARK THE JUDGMENT SATISFIED**

This motion came before the Court on June 14, 2022 upon the motion of the Defendant Dana Thomas Slaughter to mark the Default Judgment as satisfied in accord with the Covenant Not to Execute. This motion was joined in by the underinsured motorist carrier, Progressive Northern Insurance Company (hereinafter “Progressive”).

In this case, the Complaint was filed on December 31, 2020 and served on the Defendant on January 8, 2021. The Defendant initially failed to answer on time and an Entry of Default was entered on March 11, 2021. On March 19, 2021, the Defendant filed a Motion for Relief from Default. While the Motion for Relief from Default was pending and prior to the entry of any judgment against the Defendant, the Defendant settled with the Plaintiff on a Covenant not to Execute. The Covenant not to Execute was signed on April 16, 2021. Once the Covenant not to Execute was completed, the Plaintiff never should have pursued a default judgment against the individual Defendant.

On March 15, 2021, the Plaintiff served Progressive as the UIM carrier. On March 25, 2021. Progressive answered timely and asserted its right to a jury trial.

In spite of the fact that the Plaintiff had signed the Covenant not to Execute against the Defendant and in spite of the fact that the UIM carrier had demanded a trial by jury, the Plaintiff elected to pursue a non-jury default judgment against the Defendant personally. The court acquiesced in the Plaintiff's request and issued a default judgment on December 3, 2021.

This non-jury default judgment is not binding upon the UIM carrier, which had exercised its rights to defend the case and had demanded a jury trial. S.C. Code of Laws §38-77-160; *Ex parte Allstate Ins. Co.*, 339 S.C. 202, 205, 528 S.E.2d 679, 681 (S.C. App. 2000); *Broome vs. Watts*, 319 S.C. 337, 461 S.E. 2d 46 (1995). *Williams v. Selective Ins. Co. of SC.*, 315 S.C. 532, 534, 446 S.E.2d 402, 404 (1994) ("The intent of Section 38-77-160 is to protect an insurance carrier's right to contest its liability for underinsured benefits.").

The Covenant not to Execute provides that the Plaintiffs will cause the judgment to be marked and entered as satisfied, or that the Clerk of Court will do so if the Plaintiff refuses to do so. The language reads as follows:

4. That, furthermore, Crystal Webb and Ronald Webb further covenants and promises that if they should attain a judgment against Dana Thomas Slaughter, they will not execute on said judgment against Dana Thomas Slaughter or Government Employees Insurance Company and that, upon a final determination of whether any excess liability coverage or underinsured motorist benefits will be paid, Crystal Webb, Ronald Webb, and their attorney, Julio Rossington, **will cause the judgment to be marked and entered as satisfied.**
5. That should Crystal Webb, Ronald Webb, or their attorney, Julio Rossington, refuse to mark and enter any judgment attained against Dana Thomas Slaughter or Government Employees Insurance Company as satisfied as provided above, Crystal Webb, Ronald Webb, and their attorney, Julio Rossington, **authorize the Clerk of Court for the County of Charleston, State of South Carolina, to mark and enter the judgment as satisfied** upon receiving a copy of this Agreement from counsel for Dana Thomas Slaughter and Government Employees Insurance Company.

The Default Judgment against the Defendant causes harm to the Defendant personally. It

damages his credit and credit rating. It also places a judgment lien upon any real property owned by the Defendant. The longer this judgment goes without being marked as satisfied, the greater the harm to the Defendant. The Court agrees that the Default Judgment against a Defendant who settled with the Plaintiff on a covenant must be satisfied to prevent harm to the individual defendant.

At the hearing on this motion, the Court was not provided with an adequate explanation of why the Plaintiff sought to circumvent the UIM carrier's right to a jury trial or to enter a default judgment against an individual who was protected by a covenant.

After hearing argument from counsel, the Court hereby grants the Defendant's motion to mark the Judgment as satisfied. The Clerk of Court shall immediately file and mark the judgment as satisfied. This order ends this case.

Honorable Jennifer B. McCoy
Presiding Judge
Nonth Judicial Circuit

_____, 2022
Charleston, SC



Charleston Common Pleas

Case Caption: Crystal Webb VS Dana Thomas Slaughter

Case Number: 2021CP1000001

Type: Order/Other

So Ordered

s/Jennifer B. McCoy #2764

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SATISFACTION OF JUDGMENT

NOW COMES the Clerk of Court, in accordance with the duly executed Covenant not to Execute and the order of the Honorable Jennifer McCoy and notes that the Judgment entered against Dana Thomas Slaughter, in the above referenced matter on December 16, 2021, in the amount of \$60,000.00, is completely satisfied on behalf of the Defendant Dana Thomas Slaughter. The recorded Satisfaction of said Judgment in hereby entered on the court records and on the Judgment Roll and this matter is ended.

Presiding Judge/Clerk of Court
Ninth Judicial Circuit

_____, 2022
Charleston, SC