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## Commercial Litigation Division

July 15, 2023

### Sent via Email to [ctappfilings@sccourts.org](mailto:ctappfilings@sccourts.org)

The Honorable Jenny Abbott Kitchings  
Clerk of Court, S.C. Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

RE: *Allstate Fire v. Pamela Goodwin*  
Case No.: 2018-001108

Dear Ms. Kitchings:

It has come to Appellant's attention that *Miller v. Dillon*, 432 S.C. 197, 851 S.E.2d 462 (Ct. App. 2020), addresses an issue relevant to this case. In this case, one of the primary issues is whether the mirror-image rule applies to contract formation in the settlement-agreement context. *Miller* addresses an analogous issue. In *Miller*, a settlement agreement required the appellant to provide a certain document and fulfill "eighteen detailed terms." *Id.* at 203–04, 210, 851 S.E.2d at 466, 469. But there was "a discrepancy between [the document] [the appellant] was required to provide under the agreement and what she did provide." *Id.* at 210, 851 S.E.2d at 469.

Specifically, as the *Miller* appellant admitted, she failed to obtain a required signature because "[t]he deadline was a Saturday" and she did not receive the signature until the following Monday. *Id.* at 210, 851 S.E.2d at 469. During a hearing, she argued that "in substance [she] lived up to the term[s] of the agreement," and that because of her efforts, she "simply want[ed] an opportunity" to follow through with the agreement. *Ibid.* However, the Court rejected the appellant's argument of substantial compliance, determining that the provided document "was not compliant with the mandate of the settlement agreement." *Ibid.*

In effect, then, the Court found that even though the appellant attempted to comply with the settlement agreement, an attempt—even a good-faith, significant attempt—was not enough. The appellant needed to successfully comply with every term of the settlement agreement. Thus, the Court affirmed the lower court's decision to deny the appellant's motion to enforce the settlement agreement. *Id.* at 202, 851 S.E.2d at 465.

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Respectfully submitted,

s/Angeline Larrivee

Cc: John Thomas Lay, Jr., Esq.  
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