



STATE OF SOUTH CAROLINA
COUNTY OF Greenville
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NO. 2020CP2302877

James Dustin Lucas
PLAINTIFF(S)

Meghan Seely et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled);
 Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
 Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded;
 Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

See Page 2

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/24/2023 .

RECEIVED

Jul 13 2023

SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

Plaintiff filed a Motion for Rule to Show Cause and Strike the Defendant's Answer which was heard on March 21, 2023. Josh Hawkins appeared on behalf of the Plaintiff and Jeanmarie Tankersley appeared on behalf of Defendant Andre Knox. The Plaintiff argues that Defendant's Answer should be stricken because State Farm, this Defendant's insurer, failed to abide by the terms of its agreement whereby State Farm would mediate the case within 30 days and under certain parameters if Plaintiff's counsel agreed to let this Defendant out of default.

When a court orders a sanction that results in default, "the end result is harsh medicine that should not be administered lightly." See *Griffin Grading and Clearing, Inc. v. Tire Serv. Equip. Mfg. Co.*, 334 S.C. 193 (Ct. App. 1999). In his argument, Plaintiff's counsel referenced various emails between the parties but failed to submit any written documents, agreements or even an affidavit supporting his contention that there was an agreement or a breach of an agreement. The only exhibit offered by Plaintiff was an Order from an unrelated case which sanctioned State Farm for discovery abuses which was filed with Plaintiff's Motion. Rule 43(k), SCRCP, specifically provides that "[n]o agreement between counsel affecting the proceedings in an action shall be binding unless reduced to the form of a consent order or written stipulation signed by counsel and entered in the record, or unless made in open court and noted upon the record, or reduced to writing and signed by the parties and their counsel." Since the Plaintiff failed to provide any evidence of an agreement with the Defendant or State Farm, especially to the standard required by Rule 43(k), the Court denies the Plaintiff's Motion and the relief requested. It is so Ordered.



Greenville Common Pleas

Case Caption: James Dustin Lucas vs. Meghan Seely , defendant, et al
Case Number: 2020CP2302877
Type: Order/Electronic Form 4

So Ordered

s/ Honorable Perry H. Gravely, #2755