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Aug 21 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Jennifer B. McCoy, Circuit Court Judge

Appellate Case No. 2022-001455

Crystal Webb,

Appellant,

v.

Dana Thomas Slaughter,

Respondent.

RECORD ON APPEAL

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Attorney for Progressive Northern Insurance Company

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Charleston Common Pleas

Case Caption: Crystal Webb VS Dana Thomas Slaughter

Case Number: 2021CP1000001

Type: Order/Entry of Default

So Ordered

s/Julie J. Armstrong, Charleston County Clerk of
Court, by BLC

Electronically signed on 2021-03-11 12:46:18 page 2 of 2

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NUMBER 2021-CP-10-00001
)	
CRYSTAL WEBB,)	
)	
Plaintiff,)	
)	
vs.	)	CONSENT ORDER TO
	)	SUBSTITUTE COUNSEL
DANA THOMAS SLAUGHTER,)	
)	
Defendant.)	
)	

WHEREAS, the Plaintiff has entered into a Covenant Not to Execute with the Defendant;

WHEREAS, Thomas H. Milligan of MILLIGAN & HERNS, PC moves to be excused from taking any further action in these proceedings on behalf of the Defendant; and

WHEREAS, Jeffrey Crudup of CLARKSON WALSH & COULTER has already made an appearance on behalf of the Underinsured Motorist Carrier pursuant to Section 38-77-160 of the South Carolina Code Annotated 1976, and consents to the motion;

NOW, THEREFORE, Thomas H. Milligan is hereby relieved as counsel of record and excused from taking any further action in these proceedings on behalf of the Defendant, and Jeffrey Crudup of CLARKSON WALSH & COULTER is hereby substituted as counsel of record appearing and defending this action on behalf of the Underinsured Motorist Carrier.

AND IT IS SO ORDERED.

June _____, 2021
Charleston, South Carolina

Presiding Judge

ON MOTION OF:

MILLIGAN & HERNS, PC

By: s/Thomas H. Milligan
Thomas H. Milligan
Attorney for Defendant

I CONSENT:

CLARKSON WALSH & COULTER

By: s/Jeffrey Crudup
Jeffrey Crudup
Attorney for Underinsured
Motorist Carrier



Charleston Common Pleas

Case Caption: Crystal Webb VS Dana Thomas Slaughter

Case Number: 2021CP1000001

Type: Order/Substitution Of Counsel

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2021-06-30 10:45:44 page 3 of 3

Crystal Webb
PLAINTIFF(S)

Dana Thomas Slaughter
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:

Plaintiff's motion for damages filed on April 6, 2021 is continued until the next in person term of court.

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 07/30/2021 .

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.



Charleston Common Pleas

Case Caption: Crystal Webb VS Dana Thomas Slaughter

Case Number: 2021CP1000001

Type: Order/Electronic Form 4

So Ordered

s/ R. Kirk Griffin 2768

Electronically signed on 2021-07-30 16:33:35 page 3 of 3

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

**CONSENT ORDER TO
SUBSTITUTE COUNSEL**

WHEREAS, the Plaintiff has entered into a Covenant Not to Execute with the Defendant;

WHEREAS, William J. Blount of MILLIGAN & HERNS, PC moves to be excused from taking any further action in these proceedings on behalf of the Defendant; and

WHEREAS, Jeffrey Crudup of CLARKSON WALSH & COULTER has already made an appearance on behalf of the Underinsured Motorist Carrier pursuant to Section 38-77-160 of the South Carolina Code Annotated 1976, and consents to the motion;

NOW, THEREFORE, William J. Blount is hereby relieved as counsel of record and excused from taking any further action in these proceedings on behalf of the Defendant, and Jeffrey Crudup of CLARKSON WALSH & COULTER is hereby substituted as counsel of record appearing and defending this action on behalf of the Underinsured Motorist Carrier.

AND IT IS SO ORDERED.

Presiding Judge

August _____, 2021
Charleston, South Carolina

ON MOTION OF:

MILLIGAN & HERNS, PC

By: s/ William J. Blount _____
William J. Blount
Attorney for Defendant

I CONSENT:

CLARKSON WALSH & COULTER

By: s/Jeffrey Crudup _____
Jeffrey Crudup
Attorney for Underinsured
Motorist Carrier



Charleston Common Pleas

Case Caption: Crystal Webb VS Dana Thomas Slaughter

Case Number: 2021CP1000001

Type: Order/Substitution Of Counsel

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134

Electronically signed on 2021-08-03 14:15:33 page 3 of 3

from the rear, thereby causing a collision and further causing Plaintiff to sustain injuries. Plaintiff subsequently sought medical treatment at Summerville Medical Center Emergency Room and Alpha Medical and Spinal Care. Further, Plaintiff claimed lost wages as a result of the wreck.

On December 31, 2020, Plaintiff commenced this action against Defendant, Dana Thomas Slaughter. Plaintiff alleged negligence as to Defendant. Plaintiff prayed for actual, incidental, consequential, and punitive damages.

Defendant Dana Thomas Slaughter accepted service via certified mail, return receipt, restricted delivery on January 8, 2021 as evidenced by the affidavit of service filed with the Court. Default was entered against Defendant on March 11, 2021. On April 6, 2021, Plaintiff moved for a damages hearing. Progressive Northern Insurance Company was also served as the UIM Carrier. Progressive Northern Insurance Company answered the Complaint on April 23, 2021 and subsequently appeared at the damages hearing.

LEGAL STANDARD

Judgment by default may be entered by the Court upon application of the Plaintiff. Rule 55(b)(2), SCRPC. The Court has considerable discretion in awarding default damages, both actual and punitive. *Austin v. Specialty Transp. Servs.*, 358 S.C. 298, 310, 594 S.E.2d 867 (Ct. App. 2004) (citations omitted).

“The purpose of actual or compensatory damages is to compensate a party for injuries suffered or losses sustained.” *Clark v. Cantrell*, 339 S.C. 369, 378, 529 S.E.2d 528, 533 (2000). The goal [of actual damages] is to restore the injured party, as nearly as possible through the

payment of money, to the same position he or she was in before the wrongful injury occurred.”
Id. (citations omitted).

In South Carolina, a defendant is negligent when that defendant breaches a duty of care owed to the plaintiff, and where such breach causes damages. *See e.g. Moore v. Weinberg*, 383 S.C. 583, 588, 681 S.E.2d 875, 878 (2009); *Dorrell v. S.C. Dep’t of Transp.U.*, 361 S.C. 312, 605 S.E.2d 12, 15 (2004); *Andrade v. Johnson*, 356 S.C. 238, 245, 588 S.E.2d 588, 592 (2003).

A prevailing plaintiff in a negligence action is entitled to recover for both their past and future medical expenses as well as pain and suffering. *See e.g. Harper v. Bolton*, 239 S.C. 541, 547, 124 S.E.2d 54, 57 (1962).

ANALYSIS

After careful review of the parties’ submissions and trial testimony, the Court finds that Plaintiff’s arguments are persuasive and that Plaintiff is entitled to a default judgment. The Court awards Plaintiff the total amount of \$60,000.00 (Sixty Thousand Dollars and No Cents).

Plaintiff submitted medical specials of \$6,120.00 for medical treatment related to injuries from the wreck, including Summerville Medical Center (\$3,107.00), Summerville Emergency Physicians (\$ 1,375.00), and Alpha Medical and Spinal Care (\$1,638.00). Moreover, Plaintiff submitted testimony related to lost wages of \$3,181.47 as a direct result of time lost from work due to the wreck caused by Defendant. In addition, Plaintiff testified and presented evidence related to immense pain and suffering, loss of enjoyment of life, inconvenience, and mental and emotional anguish. Plaintiff’s actual damages, as is evidenced by the submitted trial testimony and evidence, requires a judgment that makes her whole. *See Clark, supra.*

Further, the evidence and testimony as presented clearly and convincingly show that the Defendant was culpable in his action and that his negligent actions placed the Plaintiff in fear and caused extensive injuries and damages to her person and that he was not properly adhering to driving laws. *See Austin, supra.*

Additionally, the Counsel for the UIM carrier was properly served in this action. Counsel for the UIM carrier answered the Complaint, appeared at the damages hearing, and had the opportunity to defend the underinsured motorist at that hearing. *See Williams v. Selective Ins. Co. of Southeast*, 315 S.C. 532, 446 S.E.2d 402, 403 (1994) (stating the UIM insurer has the right to appear and defend in the name of the underinsured motorist in any action which may affect its liability). Counsel for the UIM carrier did not present any mitigating evidence on the damages claim.

For the reasons set forth above, it is Ordered that Defendant Dana Thomas Slaughter be adjudged in default and that Plaintiff has judgment against Defendant in the total amount of \$60,000.00 (Sixty Thousand Dollars and No Cents) in actual damages.

AND IT IS SO ORDERED!

The Honorable Jennifer B. McCoy
Presiding Judge, Ninth Judicial Circuit

_____, 2021
Charleston, South Carolina

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2021 CP-10-00001

CRYSTAL WEBB

DANA THOMAS SLAUGHTER

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Julio A. Rossington

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

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. See Page 2 for additional information.
- 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:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
CRYSTAL WEBB	DANA THOMAS SLAUGHTER	\$60,000.00
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Charleston Common Pleas

Case Caption: Crystal Webb VS Dana Thomas Slaughter

Case Number: 2021CP1000001

Type: Order/Damages

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2021-12-15 15:36:11 page 7 of 7

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

**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

Electronically signed on 2022-08-09 10:32:01 page 4 of 4

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP1000001

Crystal Webb
PLAINTIFF(S)

Dana Thomas Slaughter
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:

Plaintiff filed a Motion to Reconsider with this Court on August 18, 2022. "The purpose of Rule 59(e), SCRPC, to alter or amend the judgment is to request the trial judge to reconsider matters properly encompassed in a decision on the merits." Arnold v. State, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992). "A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it." Elam v. South Carolina Dept. of Transp., 361 S.C. 9, 24, 602 S.E.2d 772, 780 (2004). This Court Denies Plaintiff's Motion to Reconsider without the necessity of a hearing and decided on the record and briefs. Rule 59(f), SCRPC; Pollard v. City of Florence, 314 S.C. 397, 401-402, 444 S.E.2d 534, 536 (Ct. App. 1994).

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 09/21/2022 .

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.



Charleston Common Pleas

Case Caption: Crystal Webb VS Dana Thomas Slaughter

Case Number: 2021CP1000001

Type: Order/Electronic Form 4

So Ordered

s/Jennifer B. McCoy #2764

Electronically signed on 2022-09-21 10:02:38 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	
CRYSTAL WEBB,)	
	)	CASE NO: 2021-CP-10-
)	
Plaintiff,)	
)	
vs.	)	SUMMONS
)	
DANA THOMAS SLAUGHTER,)	
)	
)	
Defendant.)	
)	

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint upon the subscriber at 1317-M N. Main St. #140, Summerville, SC 29483 within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action shall apply to the Court for the relief demanded in the Complaint and a judgment will be rendered against you.

ROSSINGTON LAW OFFICES, LLC

s/ Julio A. Rossington
Julio A. Rossington, SC Bar #73905
1317-M N Main St. #140
Summerville, SC 29483
Office: (843) 261-1114
Facsimile: 1-888-977-1140
julio.rossington@rossingtonlaw.com
Attorney for the Plaintiff

DECEMBER 31, 2020
Summerville, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	
CRYSTAL WEBB,)	
	)	CASE NO: 2021-CP-10-
)	
Plaintiff,)	
)	
vs.	)	COMPLAINT
	)	(Auto Accident-Personal Injury)
DANA THOMAS SLAUGHTER,	)	(Jury Trial Demanded)
)	
)	
Defendant.)	
)	

The Plaintiff, complaining of the above-named Defendant allege and would respectfully show unto this Honorable Court:

1. Plaintiff is a resident and citizen of the County of Berkeley, State of South Carolina.
2. Upon information and belief, Defendant, Dana Thomas Slaughter, is a resident and citizen of the County of Polk, State of Florida.
3. That the accident hereinafter referred occurred in the County of Charleston, South Carolina.
4. That this Honorable Court has jurisdiction of the parties and the subject matter herein set forth.
5. That on or about August 20, 2020, Plaintiff was traveling southbound in a 2008 Smart vehicle on Remount Road in North Charleston, South Carolina; on the aforesaid day, the Defendant, Dana Thomas Slaughter, who was operating a 2003 Toyota vehicle, struck Plaintiff's vehicle from the rear, thereby causing a collision and further causing the Plaintiffs to sustain serious injuries more particularly set forth later herein.

FIRST CAUSE OF ACTION
(Negligence of Defendant)

6. That Defendant, Dana Thomas Slaughter, at the time and place above-mentioned, was negligent, grossly negligent, reckless, willful, wanton, and careless in one or more of the following particulars:
 - a. In operating a motor vehicle, a dangerous instrumentality, or allowing a motor vehicle to be operated that was in a dangerous and/or unsafe condition;
 - b. In failing to maintain a proper lookout;
 - c. In failing to keep his vehicle under proper control;

- d. In failing to have her vehicle properly equipped with brakes in good working condition, and if so equipped, in failing to timely apply those brakes;
 - e. In failing to operate her vehicle in a reasonably safe manner; In failing to stop, swerve, slow down or take other evasive action to avoid said collision;
 - f. In failing to yield to the right of way;
 - g. In needlessly endangering South Carolina citizens;
 - h. In failing to use the degree of care and caution that a reasonable and prudent person would have used under the circumstances then and there prevailing, all of which was the direct and proximate cause of the damages and injuries suffered by the Plaintiff herein, said acts being in violation of the statutory and common laws of the State of South Carolina.
7. That as a direct and proximate result of the aforementioned acts of negligence, gross negligence, recklessness, willfulness, wantonness, and/or carelessness on the part of the Defendant, the Plaintiff has sustained and suffered serious injuries to her body; which injuries have caused Plaintiff to have to spend large amounts of money, that furthermore the Plaintiff continues to suffer from pain and discomfort as a result of her injuries and is informed and believes that the same will continue indefinitely and the Plaintiff suffered trauma, anxiety, emotional distress and impairment of health and bodily efficiency, loss of enjoyment of life, all to her general damage and detriment in a sum to be determined by the jury for both actual and punitive damages, and for the costs of this action.

WHEREFORE, Plaintiff, Crystal Webb, prays for a jury trial and judgment against the Defendant, Dana Thomas Slaughter, as follows:

- A. That the Plaintiff be awarded judgment against the Defendant for actual, incidental, and consequential damages in an amount to be determined by the jury;
- B. That as to the causes of action herein which so indicate, and/or allow, the Plaintiff to be awarded judgment against the Defendant for an amount of punitive damages as the jury may deem appropriate;
- C. That the Plaintiff be awarded such other and further relief as the Court may deem just and proper.

Respectfully submitted:

ROSSINGTON LAW OFFICES, LLC

s/ Julio A. Rossington
Julio A. Rossington, SC Bar #73905
1317-M N Main St. #140
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DECEMBER 31, 2020
Summerville, South Carolina
(Jury Trial Demanded)

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NUMBER 2021-CP-10-00001
)	
CRYSTAL WEBB,)	
)	
Plaintiff,)	
)	
vs.	)	ANSWER
	)	(Jury Trial Requested)
DANA THOMAS SLAUGHTER,)	
)	
Defendant.)	
_____)	

TO: JULIO ROSSINGTON, ESQUIRE AND ROSSINGTON LAW OFFICES, LLC, ATTORNEYS FOR THE PLAINTIFF:

The Defendant, Dana Thomas Slaughter, named above, responding to the Complaint of the Plaintiff, would respectfully show unto this Honorable Court the following:

FOR A FIRST DEFENSE
(General Denial)

1. The Defendant admits the allegations of paragraphs 1, and 2, upon information and belief, regarding the identification and residency of the parties.
2. The allegations of paragraphs 3 and 4 of the Plaintiffs' Complaint contain legal conclusions that this Defendant is neither required to admit nor deny.
3. The Defendant denies the allegations of paragraphs 5, 6, including all subparts (a) through (h), and 7, being all of the remaining allegations of the Plaintiff's Complaint.
4. The Defendant denies each and every allegation of the Plaintiff's Complaint that is not hereinabove specifically admitted, qualified, or explained.

FURTHER ANSWERING AND AS A SECOND DEFENSE
(Insufficiency of service of process)

5. That the Plaintiff has failed to serve process in accordance with the requirements of S.C.

Code of Laws §15-9-370 and §15-9-380, 1976 as amended, or South Carolina Rule of Civil Procedure 4, and therefore the Defendant moves that this action be dismissed pursuant to Rule 12(b)(5) of the South Carolina Rules of Civil Procedure.

FURTHER ANSWERING AND AS A THIRD DEFENSE
(Lack of Personal Jurisdiction)

6. That the Plaintiff has not effected service upon the Defendant in a manner required by law and, therefore, this Court lacks personal jurisdiction over the Defendant.

FURTHER ANSWERING AND AS A FOURTH DEFENSE
(Comparative Negligence)

7. That the injuries and damages, if any, sustained by the Plaintiff were due to and caused by, and were a direct and proximate result of the Plaintiff's own negligence, and their recovery, if any, should be reduced in proportion to the amount of their negligence, or barred completely if their negligence is greater than the negligence of the Defendant and as such, the Plaintiffs are barred from any recovery against this Defendant.

FURTHER ANSWERING AND AS A FIFTH DEFENSE
(S.C. Code §15-32-510, et seq., Limitations on Punitive Damages)

8. That, even if Defendant was negligent as alleged in the Complaint, which is specifically denied, Defendant is entitled to and asserts the protections afforded under the S.C. Code Ann. §15-32-510 through §15-32-540, in its entirety, including limitations on punitive damages and bifurcation of trials.

FURTHER ANSWERING AND AS A SIXTH DEFENSE
(Violation of Constitutional Guarantees to Procedural Due Process)

9. That the Plaintiff, to the extent that he seeks punitive or exemplary damages, if any, is in violation of the right of the Defendant to procedural due process under the 14th Amendment of the United States Constitution and the Constitution of the State of South Carolina and, therefore,

fails to state a cause of action upon which either punitive or exemplary damages may be awarded.

FURTHER ANSWERING AND AS A SEVENTH DEFENSE
(Violation of Constitutional Guarantees to Substantive Due Process Against Excessive Fines)

10. That the Plaintiff, to the extent that he seeks punitive or exemplary damages, if any, is in violation of the right of the Defendant to protection from excessive fines as provided in the 8th Amendment of the United States Constitution and the Constitution of the State of South Carolina and, furthermore, are in violation of the right of the Defendant to substantive due process as provided in the 5th and 14th Amendments of the United States Constitution and the Constitution of the State of South Carolina, and therefore, fails to state a cause of action upon which either punitive or exemplary damages may be awarded.

WHEREFORE, having fully answered the Plaintiff's Complaint, the Defendant prays for a trial by jury and that the Plaintiff's Complaint be dismissed, for the costs of the action and for such other and further relief as this Honorable Court deems just and proper.

MILLIGAN & HERNS, PC

s/Thomas H. Milligan
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ATTORNEYS FOR THE DEFENDANT

March 19, 2021
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2021-CP-10-00001
)	
CRYSTAL WEBB,)	
)	
Plaintiff)	
vs.	)	PROGRESSIVE NORTHERN
	)	INSURANCE COMPANY’S ANSWER TO
DANA THOMAS SLAUGHTER,	)	THE COMPLAINT
	)	(JURY TRIAL DEMANDED)
Defendant.)	
)	
)	
)	

Progressive Insurance Northern Company (hereinafter “Progressive”), having been served as an underinsured motorist’ carrier, hereby responds to the Complaint on its behalf and in the name of the Defendant pursuant to South Carolina Code Ann. Section §38-77-160, and hereby responds to the Complaint as follows:

1. Progressive denies all allegations not specifically admitted in this Answer.
2. Upon information and belief, Progressive admits the allegations contained in Paragraphs 1, 2, 3 and 4.
3. Upon information and belief, Progressive shows that, upon information and belief, Defendant’s vehicle made contact with Plaintiff’s vehicle at the time and place noted in Paragraph 5. Defendant denies the remaining allegations contained in this Paragraph.
4. Upon information and belief, Progressive denies the allegations of Paragraphs 6 and 7 including all subparts.

5. Progressive, on its behalf and in the name of the Defendant, hereby denies all Request for Admissions served on Defendant pursuant to Rule 36 of the South Carolina Rules of Civil Procedure which are inconsistent with Defendant's Answer.

6. Progressive denies the prayer for relief, including all subparts, constituting the remainder of the Complaint.

FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO
(Failure to State a Claim)

7. The Complaint fails to state grounds upon which relief can be granted pursuant to SCRPC 12(b)(6).

FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO
(Improper Service of Process)

8. Plaintiff has failed to properly serve Progressive and therefore the action should be dismissed pursuant to Rule 12(b)(4) and 12(b)(5) SCRPC.

FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO
(Improper Procedure Pursuant to SC Code Sec. 38-77-160)

9. Plaintiff's Complaint must be dismissed if she failed to follow the procedure and satisfy the requirements of SC Code Sec. 28-77-160. Therefore, Progressive moves to dismiss Plaintiff's Complaint

FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO
(Sudden Emergency Doctrine)

10. The sudden emergency doctrine precludes the Plaintiff's claims because Defendant made every reasonable effort under the circumstances to avoid the accident, which took place under emergent conditions.

FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO
(Adherence to Standard of Care)

11. To the extent the evidence shows, Defendant exercised that degree of skill and care required of him by law at all times relevant to the matters complained of in the Complaint.

FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO
(Punitive Damages Unconstitutional)

12. The claims for punitive damages are barred as a matter of law under the facts of this matter, and the statutes of the State of South Carolina purporting to authorize those claims violate Defendant's rights as guaranteed by the Constitutions of the State of South Carolina and the United States of America.

FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO
(South Carolina Statutory Cap)

13. To the extent Plaintiff alleges punitive damages, which Progressive specifically denies are applicable, Progressive shows any award of punitive damages is subject to South Carolina Code Section 15-32-530.

FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO
(No Proximate Cause)

14. To the extent the evidence shows, no causal connection exists between any alleged act or omission of Defendant and the damages Plaintiff alleges.

**FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO**
(Failure to Mitigate)

15. To the extent the evidence shows, Plaintiff has failed to act to reasonably avoid or reduce the alleged damages and injuries and are therefore not entitled to recover said damages that should have been avoided or reduced.

**FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO**
(Comparative/Third Party Negligence)

16. To the extent the evidence shows, any injuries suffered by Plaintiff was caused by parties other than Defendant including, but not limited to, Plaintiff.

**FURTHER ANSWERING THE COMPLAINT AND
AS AN AFFIRMATIVE DEFENSE THERETO**
(Reservation/Non-waiver)

17. Progressive reserves any additional and further defenses as may be revealed by additional information obtained during discovery and investigation and as are consistent with the South Carolina Rules of Civil Procedure.

WHEREFORE, having fully responded to the Complaint, Progressive demands a trial by a jury of 12 persons and judgment in its favor.

This 23rd day of April, 2021.

Respectively Submitted,

CLARKSON, WALSH, & COULTER, P.A.,

s/ Jeffrey Crudup

Jeffrey M. Crudup, Esq.

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*Counsel for Progressive Northern Insurance
Company as UIM carrier pursuant to S.C.
Code § 38-77-160 on behalf of Defendant*

1 STATE OF SOUTH CAROLINA) IN THE COURT OF
 2) COMMON PLEAS
 3) OF THE NINTH
 4) JUDICIAL CIRCUIT
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CRYSTAL WEBB,
 PLAINTIFF,
 VS.
 DANA THOMAS SLAUGHTER,
 DEFENDANT.

TRANSCRIPT OF RECORD
 2021-CP-10-00001

December 3, 2021
 Charleston, South Carolina

B E F O R E :

HONORABLE JENNIFER B. McCOY, Judge.

A P P E A R A N C E S

JULIO A. ROSSINGTON, ESQUIRE
 For The Plaintiff

CHRISTOPHER D. LIZZI, ESQUIRE
 For Defendant

Proceedings recorded by DCRP,
 Digital Courtroom Recorder Project

Transcribed by:
 Julie A. Cendroski,
 Circuit Court Reporter III
 Seventh Judicial Circuit

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1 CRYSTAL WEBB VS. DANA THOMAS SLAUGHTER

2 (The following hearing was done via Webex.)

3 THE COURT: All right. Let's quickly see who we
4 have here. I'm gonna let you gentlemen announce
5 yourselves for the record. We'll start with Mr.
6 Rossington.

7 MR. ROSSINGTON: Yes, Your Honor. Julio A.
8 Rossington of Rossington Law Offices for the plaintiff,
9 Crystal Webb. And Ms. Webb is in the room with me --

10 THE COURT: Okay.

11 MR. ROSSINGTON: -- as well as Dr. Dustin Knutson
12 from Alpha Care here.

13 THE COURT: All right. Mr. Crudup?

14 MR. CRUDUP: Hello. Good morning, Your Honor.
15 Afternoon, I guess now. This is Jeff Crudup. I
16 represent Progressive Insurance in this matter as a UIM
17 carrier. I want to, if you'll just give me one second,
18 I want to make sure I have the correct entity. That
19 would be Progressive Northern Insurance Company as UIM
20 carrier.

21 THE COURT: All right. Okay. All right. Now,
22 Mr. Rossington, tell me a little bit about the
23 underlying case here. Was it a motor vehicle accident;
24 is that correct?

25 MR. ROSSINGTON: Yes, Your Honor. A motor

1 vehicle wreck that took place on August 28th, 2020.
2 Crystal Webb was traveling southbound in a smart vehicle
3 over in Remount Road in North Charleston.

4 The defendant, Dana Slaughter, who was a
5 gentleman, he was operating a 2003 Toyota vehicle. It
6 was a rear-end collision where he plowed into Ms. Webb's
7 vehicle. I believe he's a Florida resident, so, yeah,
8 we were able to resolve it with the underline.

9 Now, she treated the same day at Summerville
10 Medical Center. She treated and followed up with Alpha
11 Medical Spinal Care. And she also lost time from work.
12 And our memorandum and supplemental exhibits document
13 that. Her medical bills are a total of \$6,120.00. Her
14 lost wages are a total of \$3,181.47. In addition to her
15 pain and suffering, loss of enjoyment of life,
16 inconvenience, and mental and emotional anguish that we
17 are seeking damages for today.

18 THE COURT: Okay. And you've brought, it sounds
19 like, you brought your client and also her treating
20 physician today?

21 MR. ROSSINGTON: Yes, Your Honor, if necessary.
22 I mean, I've submitted, you know, my summary of medical
23 bills and summary of lost wages. But, sure, if
24 necessary, we're ready to go.

25 THE COURT: Mr. Crudup, do you want an

1 opportunity to cross-examine these witnesses? And if
2 you do, that's fine. I just...

3 MR. CRUDUP: Your Honor, I guess I have to put
4 this on the record at this point. So I'm the UIM
5 carrier in this and I've answered this complaint. I
6 answered it timely.

7 THE COURT: Right.

8 MR. CRUDUP: There is no -- my client is not in
9 default. So I do not believe that I -- I mean, I don't
10 believe I should be deposing these folks. It is our
11 position that we do not -- we were not provided an
12 opportunity to defend ourselves. We've never -- we've
13 sent discovery, but we have not refuted.

14 So at this point, as far as I know, there's a
15 covenant not to execute for this person. And my client
16 has never done anything but answer this complaint. So
17 Mr. Rossington is free to move forward as he sees fit,
18 but our position is that this damages hearing, any
19 judgment against us would not affect my client, who is
20 Progressive Insurance.

21 MR. ROSSINGTON: That's a ludicrous argument,
22 Your Honor.

23 THE COURT: Who's in default?

24 MR. CRUDUP: The defendants, Your Honor. The
25 actual defendants.

1 THE COURT: Right. Not Progressive.

2 MR. CRUDUP: No.

3 MR. ROSSINGTON: Well, Your Honor, Progressive
4 has been on notice of this matter from the beginning.
5 And initially when the claims started, the defendant was
6 represented by another entity. And since that time --

7 THE COURT: Uh-huh.

8 MR. ROSSINGTON: -- Mr. Crudup has taken over as
9 counsel. So this is not a case where we've got a
10 default prior to the UIM carrier being aware, Your
11 Honor. Both parties were simultaneously aware. And
12 this is the first time that Mr. Crudup has even
13 attempted to oppose default. So I think any argument in
14 respect to that has long been waived. And it is a
15 default, Your Honor. We can go against defendant and,
16 you know, it will surely be my job to enforce it.

17 THE COURT: Okay.

18 MR. CRUDUP: Your Honor, for the record, I don't
19 think I have to oppose this default because I'm not in
20 default. My client is not this defendant. It is
21 Progressive Insurance.

22 THE COURT: Right. So for that reason I think we
23 can really streamline today's hearing. So, Mr.
24 Rossington, this makes your job a lot easier today. You
25 know, I'm happy to -- do you want to briefly ask your

1 client and the doctor, since you've gone to the trouble
2 of having them with you today, we can, we can do it real
3 quick. I don't think Mr. Crudup is even gonna talk to
4 them today, it doesn't sound like, so --

5 MR. ROSSINGTON: Okay.

6 THE COURT: -- we can just kind of hit the high
7 points. I don't really need a lot of background facts
8 and all that. You know, if you could just hit the high
9 points, I think that will be sufficient for purposes of
10 today.

11 MR. ROSSINGTON: Sure. Sure, I will, Your Honor.
12 I will start with Dr. Knutson and do you care about his
13 background and whatnot? I want to qualify him as an
14 expert quickly.

15 THE COURT: We can -- yeah, we can do that. I
16 mean, I'm happy for you to do that quickly. And let me
17 make sure -- will I be able to see him?

18 MR. ROSSINGTON: Yes. I'm gonna put him on
19 screen, but you should still be able to hear me.

20 THE COURT: Okay. Okay, perfect. I'll just
21 swear him in. Hey, Doctor, how are you?

22 THE WITNESS: Hello, how are you?

23 THE COURT: Could you just raise your right hand
24 for me? I'm good.

25 THE WITNESS: I'm sorry?

1 THE COURT: Raise your right hand. All right.
2 Do you swear or affirm the testimony you shall give
3 today will be the truth and nothing but the truth so
4 help you God?

5 THE WITNESS: Yes.

6 THE COURT: Excellent. You can take your hand
7 down. Tell me your full name, please.

8 THE WITNESS: Dr. Dustin Craig Knutson.

9 THE COURT: And how do I spell your last?

10 THE WITNESS: K-n-u-t-s-o-n.

11 THE COURT: All right. Mr. Rossington, go ahead.

12 DR. DUSTIN CRAIG KNUTSON,

13 having been duly sworn, testified as follows:

14 DIRECT EXAMINATION

15 BY MR. ROSSINGTON:

16 Q. All right. Dr. Knutson, I'll be very brief.
17 What is your current occupation, sir?

18 A. I am a chiropractic physician, licensed in the
19 state of South Carolina.

20 Q. And can you briefly share with us your
21 educational background, beginning with college?

22 A. College, Bachelor's degree in science education
23 and my chiropractic doctor degree from Rice University.

24 Q. Thank you. And are you certified in chiropractic
25 care?

1 A. Yes, I am.

2 Q. Okay. Who are you certified with?

3 A. I'm certified through the state of South
4 Carolina.

5 Q. Okay. All right. How many years have you been
6 treating patients with respect to chiropractor care?

7 A. Close to 22 years.

8 MR. ROSSINGTON: Your Honor, at this time we move
9 that Dr. Knutson be qualified as an expert in the field
10 of chiropractor medicine.

11 THE COURT: I'll allow it. Go ahead.

12 BY MR. ROSSINGTON:

13 Q. All right. Now, let's talk about this case
14 involving Crystal Webb. Do you recall treating her with
15 respect to a motor vehicle wreck that took place on/or
16 about August 20th, 2020?

17 A. Yes, I do.

18 Q. Okay. And can you briefly tell us about that
19 treatment?

20 A. Well, she presented to our office roughly a week
21 after she was involved in the incident. She was
22 initially seen at the ER the day of the accident, and
23 then she came into our facility with residual symptoms
24 to be evaluated and treated. So she entered our office
25 on August 27th, 2020, and we saw her for approximately

1 two weeks over the course of six visits. And her
2 symptoms reduced during the time that she was with us,
3 and apparently they resolved after our last visit.

4 Q. Okay. And do you believe that the treatment
5 rendered by you throughout the care was reasonable and
6 necessary with respect to her care due to the injuries
7 from the wreck?

8 A. Yes, I do.

9 Q. Okay. And minus that, her injuries included
10 cervical, shoulder, thoracic lumbar, arm, and wrist --

11 A. Correct.

12 Q. -- injuries?

13 A. Correct.

14 Q. Okay. All right. And there were bills as a
15 result of the treatment by Alpha Care?

16 A. Yes.

17 Q. Did you have a chance to review any of her prior
18 treatment at the ER?

19 A. Yes, I did.

20 Q. Okay. And was that treatment consistent with her
21 history of her complaints and your findings?

22 A. Yes, it was.

23 Q. Okay. Thank you, Dr. Knutson, I have no further
24 questions for you.

25 A. Thank you.

1 THE COURT: All right. Thank you. I don't have
2 any followup questions. Mr. Crudup, do you?

3 MR. CRUDUP: No.

4 MR. ROSSINGTON: I would call Ms. Crystal Webb,
5 Your Honor.

6 THE COURT: All right.

7 MR. ROSSINGTON: I'm sorry?

8 THE COURT: I said okay.

9 MR. ROSSINGTON: Oh, I'm sorry.

10 URT: I need to not mumble so much on webex.
11 Hey, how are you? Good to see you.

12 THE WITNESS: Hi.

13 THE COURT: Ms. Webb, can you raise your right
14 hand for me? And, similarly, can you swear or affirm
15 that the testimony you give today will be the truth, so
16 help you God?

17 THE WITNESS: Yes, Your Honor.

18 THE COURT: Thank you so much. All right. State
19 your full name, please, and spell your last.

20 THE WITNESS: Crystal Gail Webb, W-e-b-b.

21 THE COURT: Thank you so much.

22 All right, Mr. Rossington, you can go ahead.

23 CRYSTAL GAIL WEBB,

24 having been duly sworn, testified as follows:

25 DIRECT EXAMINATION

1 BY MR. ROSSINGTON:

2 Q. Hey, Ms. Webb, I'll be brief. I know we're not
3 supposed to ask a woman her age, but how old are you for
4 the rerd, please?

5 A. Forty-one.

6 Q. Okay. And what's your date of birth?

7 A. May 10th, 1980.

8 Q. Are you currently married?

9 A. I am, yes.

10 Q. Who are you married to?

11 A. Ronald Dean Webb.

12 Q. All right. How long have you been married?

13 A. Eleven years.

14 Q. Okay. And can you just briefly tell us your
15 educational background?

16 A. Sure. I have an associates in arts from Trident
17 Technical College. A Batchelor's in psychology. And an
18 MBA from Western University.

19 Q. Okay. And it's my understanding you have a law
20 enforcement background; is that correct?

21 A. Yes, I do.

22 Q. Tell us about that.

23 A. I worked for the City of North Charleston as a
24 police officer narcotics detective, neighborhood
25 resource officer for approximately nine years.

1 Q. Okay, thank you. Now, were you involved in this
2 wreck that took place in August 20th, 2020?

3 A. Yes.

4 Q. Okay. And did it involve the defendant in this
5 case, Dana Slaughter?

6 A. Yes.

7 Q. Okay. At the time of this wreck -- or, excuse
8 me, prior to this wreck on August 20th, 2020, were you
9 in any type of physical pain or distress?

10 A. No.

11 Q. Okay. Can you briefly tell us about the wreck
12 that took place on August 20th, 2020?

13 A. Sure. I was traveling with the flow of traffic
14 on Remount Road in the far right lane. The light turned
15 red, so I came to a complete stop. I opted not to make
16 a right turn on red because it was requiring me moving
17 out in front of an 18-wheeler. All of a sudden I was
18 struck from behind with so much force that my head hit
19 the back of the headrest, my glasses flew off.

20 I guess I was dazed for a few seconds. I came
21 to. I was actually rolling out into the intersection in
22 front or about to hit the 18-wheeler and Mr. Slaughter
23 was actually knocking on my driver's side window to get
24 my attention.

25 Q. Okay. Was this a traumatic experience for you?

1 A. Yes, it was.

2 Q. Were you injured as a result of this wreck?

3 A. I was, yes.

4 Q. Okay. Did you seek same-day medical treatment?

5 A. Yes.

6 Q. Do you remember where you sought treatment at
7 initially?

8 A. Summerville Medical.

9 Q. Okay. And I have a -- I have a summary of your
10 medical bills from Summerville Medical Center and Alpha
11 Care. Does it appear to be an accurate reflection of
12 the medical bills that you incurred and the treatment
13 that you incurred?

14 A. Yes.

15 MR. ROSSINGTON: Okay. Your Honor, I would enter
16 this into the record.

17 THE COURT: Okay. Has it been filed already?

18 MR. ROSSINGTON: Yes, it has, Your Honor.

19 THE COURT: Okay. What -- was it filed as an
20 attachment to ---

21 MR. ROSSINGTON: The memorandum. It was ---

22 THE COURT: Okay.

23 MR. ROSSINGTON: Yeah, it was filed this morning.
24 The memorandum was previously filed and the exhibits
25 were filed this morning.

1 THE COURT: And this -- what exhibit number is
2 this, do you know?

3 MR. ROSSINGTON: It'll be exhibit one.

4 THE COURT: Okay, that's fine. Thank you so
5 much, Mr. Rossington.

6 MR. ROSSINGTON: Thank you.

7 (Plaintiff's Exhibit Number 1, Medical Expenses,
8 was entered into the record.)

9 BY MR. ROSSINGTON:

10 Q. Did you incur the total amount of \$6,120 in
11 medical bills due to your injuries caused by this wreck?

12 A. Yes.

13 Q. Okay. Now, subsequent to Summerville Medical,
14 you sought treatment at After Care?

15 A. I did, yes.

16 Q. Okay. And what did they do for you there?

17 A. So it did -- the treatment that I received did
18 help alleviate some of the pain that I was in, plus the
19 pain patches that I received from the Summerville
20 Medical doctor's prescription.

21 Q. Okay. Do you believe the treatment at
22 Summerville Medical Center and Alpha Care, do you
23 believe that was reasonable and necessary with respect
24 to your health in respect to your injuries?

25 A. I do, yes.

1 Q. Okay. Did you lose any time from work as a
2 result of your injuries at this -- due to this wreck?

3 A. Yes, I did.

4 Q. Okay. Can you tell us about that?

5 A. Sure. I took a week off from work because my
6 back was not feeling well. Also, the time that I took
7 from work and in seeking care at Alpha Centers.

8 Q. Okay. Now, I have a document which was filed as
9 plaintiff's exhibit 2. It's a summary of lost wages for
10 you. Did you lose an hour of work back on August 21,
11 2020?

12 A. Yes.

13 Q. Did you lose eight hours of work back on August
14 24th, 2020?

15 A. Yes.

16 Q. Did you lose eight hours of work back on August
17 25th, 2020?

18 A. Yes.

19 Q. Did you lose eight hours of work back on August
20 26th, 2020?

21 A. Uh-huh, yes.

22 Q. Did you lose eight hours of work back on August
23 27th, 2020?

24 A. Yes.

25 Q. Did you lose eight hours of work back on August

1 28th, 2020?

2 A. Yes.

3 Q. Did you lose four hours of work back on August
4 31st, 2020?

5 A. Yes.

6 Q. Did you lose 1.5 hours of work back on September
7 2nd, 2020?

8 A. Yes.

9 Q. Did you lose four hours of work back on September
10 4th, 2020?

11 A. Yes.

12 Q. Did you lose eight hours of work back on
13 September 8th, 2020?

14 A. Yes.

15 Q. Did you lose four hours of work back on September
16 10th, 2020?

17 A. Yes.

18 Q. Did you lose eight hours of work back on
19 September 11th, 2020?

20 A. Yes.

21 Q. Did you lose eight hours of work back on
22 September 14th, 2020?

23 A. Yes.

24 Q. Did you lose eight hours of work back on
25 September 17th, 2020?

1 A. Yes.

2 Q. The time that you lost from work, did it total
3 86.5 hours?

4 A. Yes.

5 Q. Do you recall your hourly wage back at the time
6 that you missed from work?

7 A. \$36 an hour. 36 -- just under \$37.00 an hour.

8 Q. Okay. Okay. Now, I have a summary of lost wages
9 based on the time that you missed from work. Does it
10 appear to be an accurate reflection of the days and
11 hours that you missed from work?

12 A. Yes.

13 Q. Okay. Now, this summary lists your hourly wage
14 at \$36.78. Do you believe that to be a correct
15 description of your hourly wage back in August and
16 September 2020?

17 A. Yes.

18 Q. Okay. Are you claiming today before the court
19 that you lost a total of \$3,181.47 as a result of the
20 injuries due to this wreck?

21 A. Yes.

22 Q. Okay. Is that an accurate reflection of the time
23 lost from work?

24 A. Yes.

25 MR. ROSSINGTON: Your Honor, I'd like to submit

1 this as plaintiff's 2.

2 THE COURT: Okay.

3 (Plaintiff's Exhibit Number 2 was entered into
4 the record.)

5 BY MR. ROSSINGTON:

6 Q. Okay. And just briefly, Ms. Slaughter -- excuse
7 me, Ms. Webb, now did this wreck majorly impact your
8 life?

9 A. It did, yes.

10 Q. Okay. Can you tell us briefly about that?

11 A. Well, some of the, the things that I used to do,
12 I had to stop doing, such exercising and the type of
13 exercising that I was engaged with. I pretty much had
14 to start all over since they took me out of the exercise
15 regime for a few months. Also, Barbing is something
16 that I wasn't able to do for several months.

17 In addition to just driving on the road and being
18 near 18-wheelers now is actually, it caused me some
19 anxiety that I did not have before.

20 Q. Okay. And do you believe this anxiety and the
21 disruption to your routine are a direct result of this
22 wreck that took place on August 20th, 2020?

23 A. Absolutely.

24 Q. Okay. Now, we're here to ask the judge to make a
25 determination on damages. You testified about your

1 medical bills, your pain and suffering, your loss of
2 enjoyment of life, and your hardship that this wreck has
3 caused you. Are you asking the Court to make you whole
4 today?

5 A. Yes.

6 Q. Okay. Has the matter been hanging over your head
7 since August 20th, 2020?

8 A. Yes, it has.

9 Q. Okay. Now, this is a tough question to ask, but
10 I'm gonna ask it because we're here before the Court.
11 What are you asking the judge to award you today, based
12 on your medical bills, your lost wages, your pain and
13 suffering, your loss of enjoyment of life and any mental
14 and emotional anguish that you've experienced?

15 A. I'm asking the Court to award me a minimum of
16 60,000.

17 Q. 60,000 what?

18 A. \$60,000.

19 Q. Okay. All right. Thank you, Ms. Webb. I have
20 no further questions for you.

21 THE COURT: Okay. I don't have any questions of
22 the witness.

23 Mr. Crudup, any?

24 MR. CRUDUP: Your Honor, I ---

25 THE COURT: Understanding your objection.

1 MR. CRUDUP: Yeah. For the record, I guess I'll
2 re-raise my earlier objection, but that's all.

3 THE COURT: Okay.

4 Okay. All right, Mr. Rossington, anything else?

5 MR. ROSSINGTON: Nothing further, Your Honor.

6 Plaintiff rests.

7 THE COURT: Okay. All right. Well, in terms of
8 what you're seeking today, which is a judgment as to the
9 defendant, who is in default, I will entertain a
10 proposed order, commensurate with what you laid out
11 today. If you could e-file that in the next ten days.

12 MR. ROSSINGTON: Yes, Your Honor. I could
13 probably e-file that today.

14 THE COURT: Okay. All right. Well, no rush,
15 take your time. But, all right, I appreciate that.
16 I'll certainly give it a look and get back to you after
17 that, okay?

18 MR. ROSSINGTON: All right. Thank you very much.

19 THE COURT: Okay. Mr. Crudup, anything else you
20 need to put on the record today?

21 MR. CRUDUP: I do not believe so, Your Honor.
22 Thank you.

23 THE COURT: All righty. Thank y'all very much,
24 take care.

25 MR. ROSSINGTON: Thank you, Your Honor, have a

1 good weekend.

2 THE COURT: Have a great weekend.

3 (Hearing concluded at 12:35 p.m.)

4

5 --- THIS ENDS REQUESTED TRANSCRIPT ---

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1 COURT REPORTER CERTIFICATE

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I, the undersigned Julie A. Cendroski, Court Reporter for the Seventh Judicial Circuit Court of the State of South Carolina, do hereby certify that to the best of my ability from the Digital Court Reporter Program, the foregoing is a true, accurate, and complete transcript of record of all the proceedings and evidence introduced in the hearing and/or trial of the captioned case, relative to appeal, in the court of Common Pleas for Charleston County, South Carolina, on the 3rd day of December, 2021.

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s/Julie A Ceendroski
Julie A. Cendroski
Circuit Court Reporter III
Seventh Judicial Circuit

STATE OF SOUTH CAROLINA	)	THE COURT OF COMMON PLEAS
)	
COUNTY OF CHARLESTON	)	DOCKET NO. 2021-CP-10-0001
)	
)	
CRYSTAL WEBB)	
)	
Plaintiff)	
)	
vs.)	
)	
DANA THOMAS SLAUGHTER)	
)	
Defendant)	
	)	TRANSCRIPT OF RECORD
	)	June 14, 2022
	)	WebEx videoconferencing

B E F O R E:

THE HONORABLE JENNIFER B. MCCOY, JUDGE

A P P E A R A N C E S:

JULIO ROSSINGTON, ESQ.
Attorney for the Plaintiff

THOMAS H. MILLIGAM, ESQ.
Attorney for the Defendant Dana Slaughter

JEFFREY CRUDUP, ESQ.
Attorney for UIM Carrier Progressive

JOYCE C. RUEGER,
Certified Verbatim Reporter-Master
Circuit Court Reporter

[Certified Transcript Provided for: Brett L. Stevens, Esq.]

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PROCEEDINGS

THE COURT: Good morning everybody. Actually we have sort of it looks like it's filed separately but relates motion to reconsider the default or mark the judgment satisfied. I think Mr. Milligan you filed this is that right?

MR. MILLIGAN: That's correct, Your Honor.

THE COURT: Okay.

MR. CRUDUP: And Your Honor?

THE COURT: Uh Huh?

MR. CRUDUP: I have a motion to I guess it would be marked as, it really would be marked as satisfied but to enforce this judgment as well, which I think kind of, I guess they kind of are the same. I think mine kind of preempts Tom's maybe but I don't know so.

THE COURT: Okay. And I'll let y'all state your names for the record. Mr. Crudup, you represent Progressive in this action as the UIM carrier is that right?

MR. CRUDUP: That's correct.

THE COURT: Okay. And Mr. Milligan I'll let you state who you represent today.

MR. MILLIGAN: Thank you, Your Honor. This is Tom Milligan. I represent the individual defendant, Dana Slaughter.

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1 THE COURT: All right. And Mr. Rossington?

2 MR. ROSSINGTON: Yes, this is Julio Rossington with
3 Rossington Law Offices. I represent the plaintiff in
4 this case, Crystal Webb.

5 THE COURT: Okay. All right. Well I'm happy to
6 hear from either Mr. Crudup or Mr. Milligan first.

7 MR. MILLIGAN: If you don't mind Your Honor I'll go
8 first.

9 THE COURT: Sure.

10 MR. MILLIGAN: This is the individual defendant's
11 motion to mark the judgment as satisfied. And this is a
12 case in which Mr. Slaughter didn't answer on time. He
13 had an entry of default entered against him. But before
14 any default judgment was entered we settled with Mr.
15 Rossington and his client on a covenant not to execute.

16 The covenant protects my client from any personal
17 liability and also gives us the right to have the
18 judgment marked as satisfied by filing the covenant with
19 the Court. After that Mr. Rossington served the UIM
20 carrier Progressive.

21 Progressive asserted their right to a jury trial.
22 And so once that is done Mr. Rossington never should have
23 requested a damage hearing and no default judgment should
24 have been entered as we were settled and the UIM carrier
25 had asserted a right to a jury trial. And so that

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1 default judgment has no binding on the UIM carrier and it
2 shouldn't be hanging out there over my client. It
3 affects my client's credit daily. It puts a lien on his
4 personal property. It is highly damaging to him and it
5 should not be there.

6 And we'd like to have the judgment marked as
7 satisfied under the covenant, which has been filed with
8 the Court. And so we are asking the Court to mark the
9 judgment as satisfied to get this mark off my client's
10 credit and take the lien off of his property because it
11 never should be there. It never should have been
12 entered, it shouldn't have been asked for and it
13 shouldn't have been entered.

14 Progressive had the right to a jury trial. This
15 shouldn't be a damage hearing before a judge. And so the
16 whole procedure was wrong. The UIM carrier was the
17 target of this but they weren't allowed their right to a
18 jury trial. And so this should be set aside or marked as
19 satisfied completely. Thank you, Your Honor.

20 THE COURT: So the covenant not to execute was
21 signed it looks like on April 16th of 2021, is that
22 right?

23 MR. MILLIGAN: That's correct, Your Honor.

24 THE COURT: Okay. And just so I'm clear it was
25 after that that a request for damages hearing was sought.

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1 MR. MILLIGAN: Yes, Your Honor.

2 MR. ROSSINGTON: No, Your Honor that's, I don't
3 believe that's correct and I have emails that can dispute
4 that. The defendant was already in default at the time
5 that the covenant was signed. I believe there was a
6 pending motion for relief from that default which was
7 prior to the damages hearing.

8 MR. MILLIGAN: And then once we settled with them
9 there was no need for us to go through with the motion
10 for relief from default because we were settled and
11 protected with this judgment a year later.

12 MR. ROSSINGTON: When I have a chance I'll respond
13 to that Your Honor.

14 THE COURT: Sure. Go ahead.

15 MR. ROSSINGTON: Well Your Honor, this is one of
16 the most ludicrous arguments that I've heard. The
17 purpose of a covenant is two-fold. One it protects the
18 underlying named defendant to this action from having to
19 pay excess judgment whether that's from a damages hearing
20 or that's from a jury's verdict which in fact would have
21 the same result as what Tom is complaining of right now.

22 Secondly, Your Honor, it gives the plaintiff the
23 ability to settle with the underlying liability carrier
24 while still pursuing excess liability to UIM benefits
25 which is allowed under the law. Regardless, of whether

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1 my dispute is with the underlying defendant or with the
2 UIM carrier the defendant, Tom's original client, is
3 going to be the underlying named defendant.

4 We're not allowed to file the car wreck case against
5 Progressive. That's why the statute allows the UIM to
6 take the place of the liability adjuster defense counsel.
7 Your Honor, the procedures were followed properly. This
8 is in essence a motion for relief from default which is
9 certainly not timely.

10 My client will be certainly prejudiced if any
11 judgment was marked satisfied. The covenant is pretty
12 clear. It states only after final determination whether
13 any excess liability coverage or underinsured motorist
14 benefits will be paid does the plaintiff have the duty to
15 cause a judgment to be marked, entered and satisfied.

16 Your Honor, I think all parties would agree that the
17 underinsured motorist benefits are indeed in dispute.
18 Jeff and I have been in discussions since the time of the
19 damages hearing. There is no duty for any judgment to be
20 marked satisfied when the UIM benefits are still in
21 dispute.

22 If that were to occur then my client would be
23 prejudiced from pursuing any further relief as she is
24 entitled to under South Carolina law. It is very common
25 and very normal for litigation to continue once the

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1 covenant has been signed. And again, Your Honor, we ask
2 that the judgment and the order stand. These gentlemen
3 had the opportunity to seek relief. All parties were
4 involved essentially from the beginning of this case.

5 And again I'm not sure whether Tom has standing to
6 ask for this considering that the UIM carrier was
7 substituted as counsel, Jeff was substituted as counsel
8 for the defendant. But again Your Honor my client has an
9 absolute right to pursue underinsured motorist benefits
10 under South Carolina law and we are asking that she be
11 allowed to do that in good faith.

12 THE COURT: But did you file for a default, did you
13 move for default after they signed a covenant not to
14 execute ---

15 MR. ROSSINGTON: --- no, Your Honor. There is at
16 the time that the covenant was entered into and I believe
17 both parties were filing. There was a pending motion for
18 relief from default that was filed by Mr. Milligan.

19 One of the conditions of my client entering into the
20 covenant was that that motion be withdrawn, which I can
21 prove by email if necessary. So although we did not have
22 a damages hearing at that point all parties were aware
23 including the UIM carrier that the underlying defendant
24 was in default and that's never been disputed. This
25 wasn't a situation Your Honor where any of the parties

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1 were unaware. We did not have our damages hearing until
2 months after. They certainly had an opportunity to seek
3 any appropriate relief. Again, the defendant was in
4 default. You know we sought a damages hearing; it was
5 not disputed.

6 THE COURT: Why would anybody settle or sign a
7 covenant if they could still be subject to a damages
8 hearing later on?

9 MR. ROSSINGTON: Well Your Honor our issues, it's
10 the same thinking as the jury trial. If we had litigated
11 the case and we went before a jury and got a 60,000
12 dollar verdict there would essentially be no difference
13 with respect to the affect on the defendant. So, I mean
14 I think that's why.

15 If we had a judgment from a jury trial for 60,000
16 dollars what difference would the effect be on the
17 defendant? He's still the underlying named defendant.
18 That's the way it's done; that's the law. The UIM
19 carrier our dispute is with them.

20 The goal of the covenant is to not seek to enforce
21 that judgment on the defendant which we're not doing.
22 Our dispute of the UIM carrier once that's resolved then
23 the judgment will certainly be marked satisfied once you
24 know it's been paid. So again, this, the process is
25 pretty clear. Whether the ultimate judgment results by a

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1 damages hearing or by a jury trial the reason that the
2 defendant would agree to this is because it protects him
3 from having to pay any excess judgment. We're not
4 seeking any additional money from the defendant. Our
5 issue is the UIM carrier but the case is in the name of
6 the underlying defendant and that's proper.

7 MR. MILLIGAN: Your Honor, this procedure is
8 completely wrong. Once we settled out and the UIM
9 carrier has asserted their right to a jury trial there
10 never should have been a damages hearing before a judge.
11 That was wrong because nobody involved in that damages
12 hearing doesn't have any effect on.

13 We do have standing because my client has a judgment
14 hanging over his head. It's been hanging over his head
15 for six months now and we're entitled by the terms of the
16 covenant to have that satisfied and removed from his
17 credit.

18 This is a case that shouldn't be in this
19 perspective. Mr. Rossington never should have requested
20 that damage hearing. What he's doing is he just targets
21 the UIM carrier who has a right to a jury trial. That
22 was just wrong and now my client is suffering on a daily
23 basis.

24 So we're asking that -- this case has ended; it's
25 not active. But there is a judgment hanging over my

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1 client's head and we're asking to have that satisfied by
2 the terms of the covenant.

3 MR. ROSSINGTON: Your Honor ---

4 THE COURT: --- in other words Mr. Rossington you
5 took advantage of the fact that like they settled out but
6 still didn't technically file an answer and you went
7 ahead and got a judgment against them.

8 MR. ROSSINGTON: No, they did file, no Your Honor
9 that's incorrect. They did file an answer.

10 THE COURT: Well correct me then. Tell me why I'm
11 wrong.

12 MR. ROSSINGTON: Your Honor, at the beginning of
13 this case it was clear to me that the amount of liability
14 coverage that Geico had at the time represented by Mr.
15 Milligan was not sufficient. Both the defendant was
16 served and the UIM carrier was served. That is not in
17 dispute.

18 The defendant failed to respond within the
19 appropriate time and a default was entered. If I recall
20 correctly at the time that I requested the damage hearing
21 I believe Mr. Milligan was still receiving notices as
22 well.

23 You know at some point Mr. Crudup substituted as
24 counsel. But Your Honor, this is not a situation where
25 any of the parties were unaware of the daily ongoings

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1 with the case. All parties were notified as appropriate.
2 This is the first time I'm hearing these arguments. And
3 again Your Honor if you mark this judgment satisfied my
4 client is barred from pursuing her UIM benefits. She's
5 entitled to do that under South Carolina law.

6 Unfortunately the defendant in this case, the party
7 that was negligent that wrecked my client's life, they
8 are the named party. In this situation we're not allowed
9 to sue Progressive directly for a car wreck case. So
10 even if we went through the process of a jury trial and a
11 judgment was reached for whatever amount despite the
12 covenant the effect on the defendant would be the same.

13 My client is absolutely entitled to this process.
14 There were no shortcuts here. There was no hiding the
15 ball. All parties were aware. In fact, Your Honor, one
16 of the verbal conditions of my client agreeing to sign
17 the covenant was that any opposition to the default be
18 withdrawn.

19 So for Mr. Milligan to come now and complain about
20 the default it's not in good faith. My client has an
21 absolute right to seek underinsured benefits. And there
22 is no case law that prohibits this process under these
23 facts. All parties were involved essentially from the
24 beginning of the case. This is not a situation where
25 there was a trial or a damages hearing at the last minute

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1 and a party stepped in. All parties have been involved
2 since the beginning. Both parties have answered the
3 complaint. And again, Your Honor, this is my client's
4 only opportunity to be made whole.

5 THE COURT: All right. Let me hear from Mr.
6 Crudup.

7 MR. CRUDUP: Thank you, Your Honor. My argument is
8 a little bit different here. I'm asking that this
9 judgment be marked satisfied. I have to; honestly I just
10 have to disagree with Julio. We were not involved from
11 the beginning of this at all. To give you a little bit
12 and I think it's important, I mean I think the tracking
13 of this case is important.

14 Proof of service was filed on January 15, 2020. It
15 was served; the complaint was served apparently on
16 January 8th, 2021. An affidavit of default was filed on
17 March 9th, 2021. Entry of default was issued on March
18 11th, 2021. Now the defendant filed an answer at that
19 point and moved to be relieved. But then there was a
20 damages hearing as you know on April 6th, 2021 or rather
21 a notice of a motion for damages hearing on that date.

22 Six days later plaintiff executed a covenant not to
23 execute. My client, Progressive, wasn't served until
24 March 25th, 2021; fourteen days after entry of default
25 and several weeks before that covenant was executed. Now

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1 we answered. We answered timely as Tom mentioned on my
2 client's behalf on April 23, 2021. After we answered we
3 sent the plaintiff discovery, written discovery on June
4 7th, 2021. That discovery never was entered. At any
5 point in this entire lawsuit did I ever receive any
6 answers to any of my discovery at all.

7 On December 3rd that's when this damages hearing
8 moved before Your Honor. And if you recall Your Honor I
9 was there and I said I don't, I'm not taking a position
10 here. I do not, Mr. Rossington's argument is I could
11 have stepped in and somehow defended this damages hearing
12 which is not a jury trial, it's not a trial; it's
13 nothing. All I can do is sit there. I don't even have,
14 I don't have the discovery to do it even if I wanted to.

15 So my argument really Your Honor is first of all
16 this default is certainly not enforceable against
17 Progressive because we answered. I mean there is no
18 damages hearing; we've answered timely and we've asked
19 for a jury trial. But to the extent that it is, and this
20 is my argument Your Honor there is a default.

21 There is a judgment now in this case. And because
22 there is a judgment in this case my client Progressive is
23 not liable to pay that judgment. And that's pretty clear
24 from, and Your Honor I submitted a brief and I believe
25 Mr. Rossington submitted one I guess an hour or two ago.

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1 He says that we were properly served and that's
2 true. But then he says we had the opportunity to defend
3 in the name of the underinsured motorist and we didn't.
4 We just didn't. I mean that's the whole point of my
5 argument.

6 He says that counsel for UIM has been present, did
7 not present any mitigating evidence. Well of course I
8 didn't; I didn't get any discovery. And he says we've
9 been involved from the beginning and we just haven't
10 been. I mean we were not involved in any of this stuff.

11 All we have been told essentially is this damages
12 hearing. Now our brief lays out there is a lot of case
13 law, Your Honor. I won't cite them; it's all there and
14 I'll just refer to it. But Broome (phonetic) and
15 Crawford and Williams and Ex Parte Allstate all of these
16 things talk about all of the rights that a UIM carrier
17 has in a lawsuit.

18 And we had none of those. We didn't have, and there
19 is a bunch of them, which says we can defend from early
20 stages of litigation. We didn't have a jury trial, the
21 right to conduct discovery, a right to depose parties, a
22 right to manage for a mediation; any of those things at
23 all. All we have is a judgment.

24 In essence what happened Your Honor was this is a
25 situation that used to happen I guess where there was a

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1 judgment that was rendered against the defendant and then
2 a plaintiff came to a UIM carrier and said here, take
3 this. And that's just not how it works. That's not how
4 this statute works.

5 And what the law says is under Rule 60 there has to
6 be a reason to vacate that default, that judgment which
7 is essentially what Mr. Rossington would have to do. He
8 knows I can't, he can't enforce against me. And I'm not
9 going to allow him to simply vacate the judgment and
10 ignore it. He knew he was moving forward when he did it
11 which was their choice.

12 And he got a default judgment which is fine but that
13 doesn't make it enforceable against my client. And
14 Williams v Selective Insurance Company its 315 S.C. 532
15 case from 1994 it talks about this. It talks about how
16 once a judgment is rendered if a UIM carrier was not
17 afforded its rights under 38-77-160 that's a bell that
18 cannot be unrung.

19 And that's the plaintiff's choice. They should not
20 have moved forward with the default judgment because now
21 there is a judgment. What can my client do? Are we
22 going to have another damages hearing? I mean I can't be
23 held, essentially I'm being held in default when I'm not
24 in default which doesn't make any sense. So, Your Honor,
25 our position is you should mark this judgment as either

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1 satisfied there and that should end this case, period.
2 It doesn't matter whether or not Mr. Rossington wants to
3 try to enforce against my client. He can't because my
4 client was not afforded an opportunity to do any of the
5 things we just talked about.

6 MR. ROSSINGTON: May I briefly respond, Your Honor?

7 THE COURT: Yes.

8 MR. ROSSINGTON: Just briefly, Your Honor. Whether
9 or not that -- I think there are multiple issues being
10 brought up here. Whether or not this judgment is
11 enforceable for my client that's my problem. The issue
12 here is Your Honor this is not a case similar to some of
13 the case law where a UIM carrier was brought in after a
14 default judgment was reached.

15 Again, Mr. Crudup has been involved essentially
16 since the beginning of this case. If he served discovery
17 and felt that his discovery answers were due he certainly
18 had an opportunity to file a motion to compel and to go
19 through the steps that are required.

20 Again, Your Honor I'm hearing different things here
21 and a lot of things for the first time. At the damages
22 hearing where Mr. Crudup was present his position as he
23 just stated was I take no position. But apparently now
24 he's attempting to make arguments that quite honestly are
25 not timely. My client is seeking an opportunity to be

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1 made whole. She is the only innocent party in this case
2 that was hurt by the negligence of the defendant. Based
3 on South Carolina law the proper steps were followed and
4 a judgment has been reached.

5 Again a lot of these arguments contradict the
6 language of the order. We are simply seeking an
7 opportunity to; we're asking that these multiple motions
8 by multiple attorneys be dismissed. Again, what Mr.
9 Crudup seems ---

10 THE COURT: --- when did Progressive have an
11 opportunity to litigate this?

12 MR. ROSSINGTON: I'm sorry?

13 THE COURT: When in your opinion did Progressive
14 have an opportunity to litigate this?

15 MR. ROSSINGTON: Your Honor, they've had an
16 opportunity to litigate it since the day they were served
17 in I believe he said March of, I don't have my file in
18 front of me ---

19 THE COURT: --- right and they filed an answer.
20 They filed an answer right?

21 MR. ROSSINGTON: Correct.

22 THE COURT: They sought a jury trial in that
23 answer?

24 MR. ROSSINGTON: Well, that's standard yes Your
25 Honor. Yes, everyone sought a jury trial.

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1 THE COURT: Okay. All right. And they served
2 discovery which went unanswered and then...

3 MR. ROSSINGTON: And they were served -- I'm sorry,
4 go ahead. Sorry.

5 THE COURT: And he said he had an opportunity to
6 ask you again for that? That was on him; you think the
7 onus was on him?

8 MR. ROSSINGTON: No, Your Honor. If I serve
9 discovery to a party and they give me half the documents
10 or no documents then it's my duty to file a motion to
11 compel and to seek relief from the Court.

12 THE COURT: Right.

13 MR. ROSSINGTON: Mr. Crudup was served with the
14 damages hearing, yes; he was aware of the hearing. He
15 was served properly ---

16 THE COURT: --- why would he be responsible for
17 presenting a defense in a damages hearing when he hasn't
18 even been given an opportunity to litigate the case?

19 MR. ROSSINGTON: He has been given an opportunity
20 to litigate the case. The opportunity to litigate is
21 Your Honor the opportunity to litigate is the duty of the
22 litigators. It's not my duty to force him to file a
23 motion to compel. He had an opportunity to litigate
24 since the day he appeared Your Honor so I don't think
25 it's fair to say he did not have a duty to litigate.

Crystal Webb v Dana Thomas Slaughter
Defendant's Motion to Reconsider Default Judgment or Mark Judgment as Satisfied
June 14, 2022

1 He had a duty to file a motion opposing the damages
2 hearing. He could have filed several motions with
3 respect to the arguments he's making now over a year ago.
4 He did not. Now this is a last ditch eleventh hour
5 motion attempting to undo a valid order which would
6 cause, what they are seeking Your Honor is the most
7 cautious of remedies.

8 Their remedy is to mark this motion satisfied and
9 close the case forever. So my client who has received a
10 partial amount of what it would take to make her whole
11 should basically suffer in perpetuity because of their
12 what I believe are bad faith arguments.

13 THE COURT: Okay. All right. Mr. Crudup, you want
14 to respond at all?

15 MR. CRUDUP: Just briefly, Your Honor. I don't
16 think that Mr. Rossington has not heard these arguments
17 before. I did make this argument at that damages
18 hearing. We can get the record but I specifically said
19 no, I don't believe -- I believe if he moves forward my
20 client will not be subject to that judgment. And I made
21 the same arguments in a brief that I filed on December
22 28th, 2021.

23 So I don't think claiming that this is the first
24 anyone has heard of this; that doesn't make sense. I
25 don't think that the right for a judgment was jumped

Crystal Webb v Dana Thomas Slaughter
Defendant's Motion to Reconsider Default Judgment or Mark Judgment as Satisfied
June 14, 2022

1 through, the right procedure was taken. My client
2 shouldn't have all these things and I've been saying that
3 from day one which has not been day one in terms of the
4 case.

5 It's been day one, like I said Your Honor I got
6 this, we weren't even served until 14 days after entry of
7 default. And there's nothing that I could have done,
8 period. And so now that there is a judgment I don't know
9 what else to do.

10 THE COURT: Okay. Anything else Mr. Milligan?

11 MR. MILLIGAN: That does it for us, Your Honor.

12 THE COURT: Okay.

13 MR. ROSSINGTON: Just briefly Your Honor. Mr.
14 Crudup asked what he could have done. He certainly had
15 the opportunity to seek relief from default. He argues
16 at one point that he's then in default but he also says
17 there was nothing to do. There was something to do. In
18 every case that we're involved in we can file motions ---

19 THE COURT: --- Progressive wasn't in default so
20 why would he seek relief from default? I don't
21 understand that.

22 MR. ROSSINGTON: But Your Honor, if Progressive is
23 not in default then why are they seeking to -- again this
24 order I'm dealing with two different perspectives here.
25 It seems that Mr. Milligan was attempting to have the

Crystal Webb v Dana Thomas Slaughter
Defendant's Motion to Reconsider Default Judgment or Mark Judgment as Satisfied
June 14, 2022

1 order undone for the defendant and Mr. Crudup is arguing
2 respective whether the order is enforceable against him.

3 My position Your Honor is that the order is valid.
4 Both parties were involved for months prior to this order
5 was put in place. And we're simply asking that my client
6 have an opportunity to seek full relief for her damages.

7 THE COURT: Okay. All right. I'll take a look at
8 the briefs obviously you all submitted. Did you submit
9 one this morning Mr. Rossington?

10 MR. ROSSINGTON: Yes, Your Honor, I did.

11 THE COURT: Okay. I don't have that yet. Was it
12 filed?

13 MR. ROSSINGTON: It was. I'm happy to email it to
14 Your Honor.

15 THE COURT: Can you email it to my law clerk
16 because I don't think we got that?

17 MR. ROSSINGTON: Yes, I will shortly.

18 THE COURT: It's just jmccoyle@sccourts.org.

19 MR. ROSSINGTON: Thank you, Your Honor.

20 THE COURT: All right. Mr. Crudup?

21 MR. CRUDUP: I think part of my motion was a
22 proposed order so it's out there. I don't think I filed
23 it. I don't think it got sent to you guys. If you want
24 us to resend it we can.

25 THE COURT: Okay. Thank you.

Crystal Webb v Dana Thomas Slaughter
Defendant's Motion to Reconsider Default Judgment or Mark Judgment as Satisfied
June 14, 2022

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MR. MILLIGAN: Thank you, Your Honor.

MR. ROSSINGTON: Thank you.

*****END OF TRANSCRIPT OF RECORD*****

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C E R T I F I C A T E

I, the undersigned, Joyce C. Rueger, Official Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is, to the best of my ability, a complete Transcript of Record of the proceedings had, using WebEx videoconferencing, and evidence introduced in the trial of the captioned case, relative to appeal, in the Court of Common Pleas for Charleston County, South Carolina on the 14th day of June, 2022.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

November 27, 2022

Joyce C. Rueger, CVR-M
Court Reporter

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

**NOTICE OF MOTION AND MOTION
FOR RELIEF FROM DEFAULT**

**TO: JULIO ROSSINGTON, ESQUIRE AND ROSSINGTON LAW OFFICES, LLC,
ATTORNEYS FOR THE PLAINTIFF:**

PLEASE TAKE NOTICE that the Defendant, Dana Thomas Slaughter, by and through his undersigned attorneys, will move before the Presiding Judge of the Ninth Judicial Circuit, at the Berkeley County Courthouse, Charleston, South Carolina, on the tenth (10th) day after service hereof or at such other time and place as shall be convenient to the Court and counsel, for an Order setting aside the default and default judgment, if any, of the Defendant, Dana Thomas Slaughter for failing to answer, move, or otherwise plead in response to the Summons and Complaint.

The grounds for this Motion are that although the time for taking action as provided by the Rules has expired:

1. There exists good cause to set aside the default pursuant to S.C.R.C.P. Rule 55(c); and
2. Such default was occasioned by mistake, inadvertence, surprise, or excusable neglect, and should therefore be set aside pursuant to S.C.R.C.P. Rule 60(b).

This motion shall be based upon the documents attached hereto and served herewith, or which shall be served hereafter, pursuant to S.C.R.C.P. Rule 55(c) and/or S.C.R.C.P. Rule 60(b), and such additional law and argument as shall be appropriate.

MILLIGAN & HERNS, PC

s/Thomas H. Milligan
Thomas H. Milligan (SC Bar 12272)
William J. Blount (SC Bar 104600)
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Phone: (843) 971-6750
Fax: (843) 971-6509
Email: tom@milliganlawfirm.com
will@milliganlawfirm.com

ATTORNEYS FOR DEFENDANT

March 19, 2021
Mount Pleasant, South Carolina

LAW

Judgment by default may be entered by the Court upon application of the Plaintiff. Rule 55(b)(2), SCRCP. The Court has considerable discretion in awarding default damages, both actual and punitive. *Austin v. Specialty Transp. Servs.*, 358 S.C. 298, 310, 594 S.E.2d 867 (Ct. App. 2004) (citations omitted).

“The purpose of actual or compensatory damages is to compensate a party for injuries suffered or losses sustained.” *Clark v. Cantrell*, 339 S.C. 369, 378, 529 S.E.2d 528, 533 (2000). The goal [of actual damages] is to restore the injured party, as nearly as possible through the payment of money, to the same position he or she was in before the wrongful injury occurred.” *Id.* (citations omitted).

In South Carolina, a defendant is negligent when that defendant breaches a duty of care owed to the plaintiff, and where such breach causes damages. *See e.g. Moore v. Weinberg*, 383 S.C. 583, 588, 681 S.E.2d 875, 878 (2009); *Dorrell v. S.C. Dep’t of Transp.U.*, 361 S.C. 312, 605 S.E.2d 12, 15 (2004); *Andrade v. Johnson*, 356 S.C. 238, 245, 588 S.E.2d 588, 592 (2003).

A prevailing plaintiff in a negligence action is entitled to recover for both their past and future medical expenses as well as pain and suffering. *See e.g. Harper v. Bolton*, 239 S.C. 541, 547, 124 S.E.2d 54, 57 (1962).

Where a defendant’s breach of an applicable safety statute or regulation has caused personal injury, this breach alone will support a finding of recklessness and an award of punitive damages. *See Fairchild v. Dept. of Transp.*, 683 S.E.2d 818, 823 (S.C. App. 2009) (Negligence per se is evidence of recklessness requiring trial court to submit issue of punitive damages to the jury).

Where a defendant acts recklessly or willfully, a plaintiff is **entitled** to punitive damages. *See e.g. Davenport v. Woodside Cotton Mills Co.*, 225 S.C. 52, 59-60, 80 S.E.2d 740 (1954).

“The purposes of punitive damages are to punish the wrongdoer and deter the wrongdoer and others from engaging in similar, reckless, willful, wanton, or malicious conduct in the future.” *Id.* (citation omitted). “[P]unitive damages serve at least three important purposes: punishment of the defendant's reckless, willful, wanton, or malicious conduct; deterrence of similar future conduct by the defendant or others; and compensation for the reckless or willful invasion of the plaintiff's private rights. *Clark*, 339 S.C. at 379, 529 S.E.2d at 533.

ARGUMENT

Plaintiff is entitled to a default judgment in the amount of \$60,000.00 and contends the evidence in this case and pending testimony will show that a judgment in that amount is necessary to make her whole. *See Clark, supra.*

Further, the evidence in this case clearly and convincingly show that Defendant's conduct was reckless; that she was culpable in her actions; that her negligent actions placed the Plaintiff in fear and could have caused extensive injuries and damages in excess of those caused. *See Austin, supra.* It is undisputed that Defendant barreled into the rear of Plaintiff's vehicle.

Moreover, a punitive damages award would deter Defendant from exhibiting careless and reckless driving in the future. *See Austin, supra.* Accordingly, Plaintiff asserts she is entitled to actual, incidental, consequential, and punitive damages in the total of \$60,000.00.

CONCLUSION

For the reasons set forth above, Plaintiff respectfully seeks a default judgment in the amount of \$60,000.00.

Respectfully Submitted:

ROSSINGTON LAW OFFICES, LLC

s/ Julio A. Rossington
Julio A. Rossington (SC #73905)
1317-M N Main St. #140
Summerville, SC 29483
Phone: (843) 261-1114
Facsimile: 1-888-977-1140
Email: julio.rossington@rossingtonlaw.com
Attorney for the Plaintiff

NOVEMBER 19, 2021
Summerville, South Carolina

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

**NOTICE OF MOTION AND MOTION
TO RECONSIDER DEFAULT JUDGMENT
OR TO MARK THE JUDGMENT AS
SATISFIED**

**TO: JULIO ROSSINGTON, ESQUIRE AND ROSSINGTON LAW OFFICES, LLC,
ATTORNEYS FOR THE PLAINTIFF:**

PLEASE TAKE NOTICE that the Defendant, Dana Thomas Slaughter, by and through his undersigned attorneys, will move before the Honorable Jennifer McCoy, presiding judge of the Ninth Judicial Circuit, at the Charleston County Courthouse, Charleston, South Carolina, on the tenth (10th) day after service hereof or at such other time and place as shall be convenient to the Court and counsel, for an Order setting aside the default and default judgment, if any, of the Defendant, Dana Thomas Slaughter for failing to answer, move, or otherwise plead in response to the Summons and Complaint pursuant to Rules 59 and 60 of the South Carolina Rules of Civil Procedure.

The grounds for this Motion are that the Defendant Dana Slaughter settled with the Plaintiff on a Covenant not to Execute prior to entry of any judgment and no judgment should have ever been entered against this Defendant. Copies of the executed Covenant not to Execute are attached here to and incorporated by reference. The Defendant was not given any notice or opportunity to contest liability and damages at the hearing, and indeed had no reason to do so as the case against him was already settled. When the Defendant is protected by a Covenant Not to Execute, no judgment should

be entered against him

In the alternative, 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 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 Defendant hereby moves that the court reconsider the entry of judgment against this Defendant, or, in the alternative, mark the judgment as satisfied in accordance with the duly executed Covenant not to Execute.

This motion shall be based upon the documents attached hereto and served herewith, or which shall be served hereafter, pursuant to S.C.R.C.P. Rule 59 and/or S.C.R.C.P. Rule 60(b), and such additional law and argument as shall be appropriate.

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Signature block on next page.

MILLIGAN & HERNS, PC

s/ *Tom Milligan*

Thomas H. Milligan (SC Bar 12272)
William J. Blount (SC Bar 104600)
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Phone: (843) 971-6750
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Email: tom@milliganlawfirm.com
will@milliganlawfirm.com

ATTORNEYS FOR DEFENDANT

December 20, 2021
Mount Pleasant, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2021-CP-10-00001
)	
CRYSTAL WEBB,)	
)	
Plaintiff)	
vs.	)	MOTION TO MARK JUDGMENT
	)	SATISFIED
DANA THOMAS SLAUGHTER,)	
)	
Defendant.)	
)	
)	
)	

Progressive Northern Insurance Company (hereinafter “Progressive”), having been served as an underinsured motorist’ carrier, hereby moves this honorable Court to mark the Judgment entered against Defendant Dana Thomas Slaughter satisfied pursuant to South Carolina Code Sec. 38-77-160 and Rule 60, SCRCF.

TRAVEL OF THE CASE

This case is based on a motor vehicle incident which occurred on August 20, 2020. Plaintiff filed her Complaint on December 31, 2020. Thereafter, Plaintiff filed a Proof of Service on January 15th indicating service of the Complaint was perfected on January 8, 2021. Plaintiff then filed an Affidavit of Default against Defendant on March 9, 2021 and Entry of Default was issued on March 11, 2021. Thereafter, Defendant filed an Answer and moved to be relieved from Default. However, Plaintiff filed a “Notice of Motion and Motion for Damages” on April 6, 2021 and 10 days later, on April 16, 2021, Plaintiff executed a Covenant Not To Execute in favor of Defendant.

Plaintiff served Progressive with the Complaint through the Department of Insurance on March 25, 2021 – 14 days **after** Entry of Default and several weeks before the Covenant Not To

Execute was signed. Progressive properly and timely answered the Complaint on its behalf on April 23, 2021. After answering the Complaint, Progressive propounded written discovery upon Plaintiff on June 7, 2021. That discovery has never been answered and Plaintiff refused to engage in any form of discovery whatsoever with Progressive.

On December 3, 2021, Plaintiff moved forward with her damages hearing and obtained a judgment entered on December 16, 2021. Now, paradoxically, Plaintiff seeks to enforce against Progressive the default judgment she obtained against Defendant.

Not only is Plaintiff's default judgment unenforceable against Progressive, but it ends the case and forecloses Plaintiff from seeking additional money from Progressive.

ARGUMENT

1. The Default Judgment is Unenforceable Against Progressive

To bring suit against a UIM carrier, a plaintiff must properly serve the UIM carrier and allow it to "appear and defend in the name of the underinsured motorist." Section 38-77-160 of the South Carolina Code states, in relevant part:

No action may be brought under the underinsured motorist provision unless copies of the pleadings in the action establishing liability are **served in the manner provided by law upon the insurer writing the underinsured motorist provision. The insurer has the right to appear and defend in the name of the underinsured motorist** in any action which may affect its liability and has thirty days after service of process on it in which to appear.

Once served, the UIM carrier has 30 days to respond to the Complaint in the same manner as any other defendant.

It is well-established that while an underinsured motorist carrier defends “in the name” of the defendant, the carrier is an independent defendant with “rights separate and distinct” from the named Defendant. Broome vs. Watts, 319 S.C. 337, 461 S.E. 2d 46 (1995). As such, a UIM carrier is not bound by the actions or inactions of a defendant in whose name it later defends. In fact, the rights of the Defendant and a UIM carrier may even conflict. Crawford v. Henderson, 356 S.C. 389 (Ct. Ap 2003). Citing Section 38–77–160 and a case interpreting this statute, the Broome Court found that a waiver by a defendant of a right to a jury trial was **not** “tantamount to a waiver by [the carrier], because it blurs the distinction between the named defendant **and the actual defendant** ([the carrier]) which must pay damages on behalf of the named defendant in the event of liability.” Broome, 319 S.C. at 340, 461 S.E.2d at 48. The Court concluded, “[a]lthough the UIM carrier ‘steps into the shoes’ of the underinsured motorist, it has **rights separate and distinct from those of the underinsured motorist.**” Broome, 319 S.C. at 340, 461 S.E.2d at 48.

SC Code Section 38-77-160 safeguards these rights. Williams v. Selective Ins. Co. of Se., 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.”). They include the right to a jury trial; right to conduct written discovery; right to depose parties and right to mandatory mediation. These rights are fundamental and guaranteed. Id. Any abrogation of those rights unfairly prejudices the UIM carrier.

In this instance, Progressive was afforded **none** of its fundamental rights **despite answering the Complaint in a timely manner**. In its Answer, Progressive demanded a jury trial, yet, it received none. As noted above, the Broome Court found even though a Defendant explicitly waived her right to a jury trial, a UIM carrier was still entitled to one. Broome, 319

S.C. at 340, 461 S.E.2d at 48. Defendant anticipates Plaintiff will argue Progressive could have mitigated its damages or otherwise attempted to participate in a damages hearing. However, a damages hearing is not a jury trial and Progressive was under no obligation to attempt to participate with no discovery; no jury and no depositions. South Carolina law is unequivocal that failure to allow a UIM carrier to participate in the “**early stages**” of litigation violates rights protected by Section 38-77-160. Ex parte Allstate Ins. Co., 339 S.C. 202, 205, 528 S.E.2d 679, 681 (Ct.App.2000), (holding “even if [the UIM carrier] had the right to participate in post-trial motions or appeal the judgment against [the defendant], these rights would have been a far cry from the right to protect itself during the early stages of the lawsuit”).

Moreover, Progressive propounded written discovery **5 months** before a damages hearing, yet it was never answered. Had it received discovery, Progressive also would have deposed Plaintiff and her physicians. However, Progressive was also deprived of that opportunity and right.

Simply put, Progressive was clearly not afforded its rights under the Statute and therefore is not subject to any judgment. Plaintiff cannot take action such as serving the UIM carrier after default because it defeats the UIM carriers right to “appear and defend.” Ex parte Allstate Insurance Company, 339 S.C. 202, 528 S.E. 2d 679 (2000) (was not in privity with underinsured motorist or his liability carrier). However, irrespective of that, Plaintiff cannot force Progressive to pay for a default against Defendant because Progressive is an independent party.

2. Plaintiff Cannot Vacate Her Own Judgment

A final judgment has been rendered in this matter and thus Rule 60, SCRPC applies as to potential relief therefrom. To be granted relief from a final judgment, a party must demonstrate a

clerical error, mistake, inadvertence, excusable neglect, newly discovered evidence or fraud. See Rule 60, SCRPC. Our courts “have been extremely reluctant” to vacate even default judgments absent a substantial showing. Roberts v. Peterson, 292 S.C. 149, 355 S.E.2d 280 (Ct. App. 1987). Plaintiff cannot begin to make such a showing. To the contrary, Plaintiff intentionally and methodically obtained her judgment while refusing to participate in discovery.

She should not be allowed, after knowingly forcing Defendant and Progressive through the default process, to simply reset the clock and force Progressive through the process it was guaranteed from the beginning by circumventing Rule 60.

CONCLUSION

For the foregoing reasons, Progressive requests this Court mark the Judgment against Plaintiff as satisfied. Plaintiff relies upon this Motion and any subsequent memorandum in support thereof.

Progressive also requests a hearing on its Motion before the trial judge in this matter, The Honorable Jennifer McCoy.

This 28th day of December, 2021.

Respectively Submitted,

CLARKSON, WALSH, & COULTER, P.A.,

s/ Jeffrey Crudup

Jeffrey M. Crudup, Esq.
State Bar No.: 100281
497 St. Andrews Boulevard
Charleston, SC 29407
T: 843.981.5180
E: jcrudup@clarksonwalsh.com

Counsel for Progressive Northern Insurance

*Company as UIM carrier pursuant to S.C.
Code § 38-77-160 on behalf of Defendant*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	CASE NO.: 2021-CP-10-00001
)	
CRYSTAL WEBB,)	
)	
Plaintiff	)	CERTIFICATE OF SERVICE
vs.)	
)	
DANA THOMAS SLAUGHTER,)	
)	
Defendant.)	
)	
_____)	

I hereby certify that I have this day served a copy of the within and foregoing pleading upon all parties to this matter by depositing a true copy of same in the U.S. Mail, proper postage prepaid, addressed to counsel of record as follows:

Julio A. Rossington, Esq.
Rossington Law Offices, LLC
1317-M N Main Street #140
Summerville, SC 29483
Attorney for Plaintiff

Thomas H. Milligan, Esq.
William J. Blount, Esq.
Milligan & Hems, P.C.
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Attorneys for Defendant

This ____ day of December, 2021.

Paralegal to Jeffrey M. Crudup

Motion to be Relieved from Default on behalf of the Defendant. On April 6, 2021, Plaintiff moved for a damages hearing.

Meanwhile, on March 25, 2021, Plaintiff served Progressive Northern Insurance Company as the underinsured motorist carrier. On April 23, 2021, Progressive filed an Answer to the Complaint.

On April 16, 2021, following default being entered against Defendant Slaughter, Plaintiff, Defendant, and Government Employees Insurance Company entered into a Covenant Not to Execute (**Exhibit 1**). For consideration of \$10,000.00, Plaintiff agreed not to execute against Defendant or Government Employees Insurance Company any judgment that might be attained by them on account of the litigation. Of important note, the Covenant Not to Execute provided that the instrument was not intended as a release or discharge, nor as an accord and satisfaction with any person, but only as a Covenant Not to Execute against Defendant and/or Government Employees Insurance Company, and that satisfaction would only be entered after a final determination of whether any excess liability coverage or underinsured motorist benefits would be paid. Progressive Northern Insurance Company, the underinsured motorist carrier, was not a party to the Covenant Not to Execute and was not named therein.

On November 19, 2021, Plaintiff filed a Memorandum in Support of her Motion for Damages. On December 3, 2021, Plaintiff filed Exhibits in support of her Memorandum. Defendant did not file anything in response. On December 16, 2021, the Court entered an Order in favor of Plaintiff for \$60,000.00 in actual damages.

On December 22, 2021, Defense Counsel filed a Motion for Reconsideration of the Default Judgment or, in the alternative, to Mark the Judgment Satisfied, arguing that no Judgment should have been entered against Defendant because of the Covenant Not to Execute. On December 28, 2022, Counsel for Progressive filed a Motion to Mark the Judgment Satisfied. On June 14, 2022, Plaintiff filed a Memorandum in opposition to the reconsideration of the default judgment.

On July 20, 2022, the Court issued a Form 4 Order granting the Motion to Reconsider and to Mark the Judgment as Satisfied. The Court ordered Defendant to submit a formal proposed Order. The Order granting the Motion to Mark the Judgment as Satisfied was entered

on August 9, 2022. Plaintiff moves to reconsider that Order.

LAW

“[A] covenant not to execute is one type of settlement agreement.” *Wade v. Berkeley County*, 348 S.C. 224, 228, 559 S.E.2d 586 (2002). “It is a ‘promise not to enforce a right of action or execute a judgment when one had such a right at the time of entering into the agreement,’” and “[i]t is ‘normally executed when a settlement occurs after the filing of a lawsuit.’” *Id.*, quoting *Poston by Poston v. Barnes*, 294 S.C. 261, 363 S.E.2d 888 (1987).

A covenant not to execute is not a release. *Wade*, 348 S.C. at 228. “A release is an agreement providing that a duty owed to the maker of the release is discharged immediately.” *Ecclesiastes Prod. Ministries v. Outparcel*, 374 S.C. 483, 649 S.E.2d 494, 498 (Ct. App. 2007). “A Covenant Not To Execute is a promise not to enforce a right of action or execute a judgment when one had such right at the time of entering into the agreement.” *Poston*, 294 S.C. at 264.

A Covenant Not To Execute does not preclude recovery of underinsured motorist benefits. See *Ackerman v. Travelers Indem. Co.*, 318 S.C. 137, 456 S.E.2d 408 (Ct. App. 1995). Rather, where the language in a Covenant Not To Execute clearly contemplates the recovery of underinsured benefits, a Covenant Not To Execute does not preclude such recovery. *Id.*

ARGUMENT

1. Underinsured Motorist Benefits are still recoverable in this action regardless of the Covenant Not To Execute in accordance with *Ackerman, supra*.

Ackerman v. Travelers Indemnity Co., *supra*, directly addresses the issue in this case and provides that where a Covenant Not To Execute clearly contemplates the recovery of underinsured benefits, a Covenant Not To Execute does not preclude such recovery (**Exhibit 2**). In this instance, the Covenant Not To Execute clearly contemplates the recovery of uninsured motorist benefits where it states:

4. That, furthermore, [Plaintiff] further covenants and promises that if they should attain a judgment against [Defendant], they will not execute on said judgment against [Defendant] or Government Employees Insurance Company and that, ***upon a final determination of whether any excess liability coverage or underinsured motorist benefits will be paid***, [Plaintiff] and their

attorney, Julio Rossington, will cause the judgment to marked and entered as satisfied.

(**Exhibit 1**) (Emphasis added).

Based on the law of *Ackerman, supra*, Plaintiff asks this Court to reconsider its Order requiring the Clerk to immediately file and mark the judgment as satisfied. In Defendant's Motion to Reconsider Default judgment or to Mark the Judgment as Satisfied, Defendant argued "no judgment should be entered against him." However, this is not the case. As is set forth in *Ackerman* and our laws, a Covenant Not To Execute is not a release, but merely a promise not to *execute* a judgment. A Covenant Not To Execute does not prohibit entry of a Judgment in any amount. Rather, it merely promises not to execute that judgment against the personal assets of the Defendant.

Defendant further argued the judgment should be marked as satisfied. However, the language in the Covenant Not To Execute was contingent regarding the satisfaction. Specifically, the Covenant Not To Execute promised satisfaction of that judgment, but contingent only upon a final determination of any excess liability coverage or underinsured motorist benefits. By marking the judgment as satisfied and ending the case, the Court has precluded Plaintiff from recovering underinsured motorist benefits, regardless of whether the uninsured insurance company is bound by the default judgment or not, in violation of *Ackerman* and the plain language of the Covenant Not To Execute. Before the Judgment can be mark satisfied the Court needs to determine, by motion hearing or Order, whether Progressive is bound by the default judgment, and, if not, schedule trial in this matter. Accordingly, Plaintiff asks this Court to rescind the Order requiring the Clerk to immediately file and mark the judgment as satisfied.

CONCLUSION

Based on law as set forth in *Ackerman, supra*, Plaintiff asks the Court to immediately rescind the Order requiring the Clerk to immediately file and mark the judgment as satisfied.

[SIGNATURE ON FOLLOWING PAGE]

Respectfully Submitted:

ROSSINGTON LAW OFFICES, LLC

s/Julio A. Rossington

Julio A. Rossington (SC #73905)

1317-M N Main St. #140

Summerville, South Carolina 29483

Phone: (843) 261-1114

Facsimile: 1-888-977-1140

Email: julio.rossington@rossingtonlaw.com

Attorney for the Plaintiff

Dated: August 18, 2022
Summerville, South Carolina

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

**MEMORANDUM IN OPPOSITION TO
RECONSIDER SATISFACTION OF
JUDGMENT**

The court properly ruled that the judgment had to be satisfied in this case. The Defendant Dana Slaughter settled with the Plaintiff on a Covenant not to Execute prior to entry of any judgment. No judgment should have ever been entered against this Defendant. 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 so if the Plaintiff refuses to do so. It was wrong of the Plaintiff to obtain the judgment against this Defendant personally and to leave it unsatisfied, thereby damaging the Defendant’s credit on an ongoing basis.

The Defendant reasserts all arguments previously submitted and made to the court on this issue and hereby moves that the court deny the Plaintiff’s Motion to Reconsider.

MILLIGAN & HERNS, PC

s/ *Tom Milligan*

Thomas H. Milligan (SC Bar 12272)
721 Long Point Road, Suite 401
Mount Pleasant, SC 29464
Phone: (843) 971-6750
Email: tom@milliganlawfirm.com

ATTORNEYS FOR DEFENDANT

August 22, 2022
Mt. Pleasant, South Carolina

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.”). They include the right to a jury trial; right to conduct written discovery; right to depose parties and right to mandatory mediation. These rights are fundamental and guaranteed. Id. Any abrogation of those rights unfairly prejudices the UIM carrier. The failure to allow a UIM carrier to participate in the “early stages” of litigation violates rights protected by Section 38-77-160. Ex parte Allstate Ins. Co., 339 S.C. 202, 205, 528 S.E.2d 679, 681 (Ct.App.2000) (holding “even if [the UIM carrier] had the right to participate in post-trial motions or appeal the judgment against [the defendant], these rights would have been a far cry from the right to protect itself during the early stages of the lawsuit”).

In this instance, Progressive rights extended beyond mere participation in a damages hearing without the benefit of any discovery. Thus, any judgment obtained by Plaintiff is unenforceable.

CONCLUSION

Critically, the concept of available UIM benefits remains the sole basis of Plaintiff’s argument. However, it is neither supported by the findings of this Court nor the law of South Carolina. Plaintiff has not provided a single decision, ruling or statute which supports her position that UIM benefits are available in *this* situation against Progressive. Accordingly, contractual UIM benefits are no longer available to Plaintiff and the Order marking the judgment satisfied should not be altered.

This 23rd day of August, 2022.

Respectively Submitted,

CLARKSON, WALSH, & COULTER, P.A.,

s/ Jeffrey Crudup

Jeffrey M. Crudup, Esq.

State Bar No.: 100281

497 St. Andrews Boulevard

Charleston, SC 29407

T: 843.981.5180

E: jcrudup@clarksonwalsh.com

***Counsel for Progressive Northern Insurance
Company as UIM carrier pursuant to S.C.
Code § 38-77-160 on behalf of Defendant***

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 NO: 2021-CP-10-00001

**PROOF OF SERVICE
(Return Receipt Attached)**

PERSONALLY APPEARED BEFORE ME, the undersigned deponent, who being duly sworn says that **Defendant Dana Thomas Slaughter**, was served with a copy of the filed Summons, and Complaint in the above-referenced action by mailing copies of the same on January 5, 2021, by Certified Mail, Return Receipt, Restricted Delivery to the following address: Dana Thomas Slaughter, 1548 Kenwood Ave. SW, Winter Haven, FL 33880 and **accepted service on January 8, 2021**, at the above-mentioned address and a copy of said Return Receipt is attached herein in accordance with Rule 4(d)(6) of the South Carolina Rules of Civil Procedures.

FURTHER THE AFFIANT SAYETH NOT!

ROSSINGTON LAW OFFICES, LLC

By: _____

Julio A. Rossington, SC Bar #73905

1317-M N. Main St. #140

Summerville, SC 29483

Office: (843) 261-1114

Facsimile: 1-888-977-1140

Julio.rossington@rossingtonlaw.com

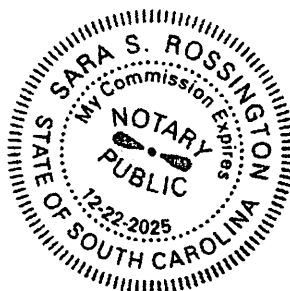
Attorney for the Plaintiff

SWORN TO AND SUBSCRIBED before me
this 15th day of JANUARY, 2021.

Sara S. Rossington

NOTARY PUBLIC FOR SOUTH CAROLINA

MY COMMISSION EXPIRES: DECEMBER 22, 2025



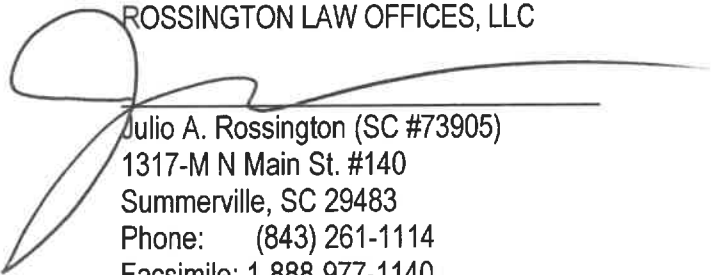
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p>																
<p>1. Article Addressed to:</p> <p>Dana Thomas Slaughter 1548 Kenwood Ave. SW Winter Haven, FL 33880</p>  <p>9590 9402 5327 9154 9201 24</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">RESTRICTED DELIVERY</p>																
<p>2. Article Number (Transfer from service label)</p> <p>7020 0090 0001 4975 8271</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input checked="" type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input checked="" type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p style="text-align: right;">Domestic Return Receipt</p>																

ELECTRONICALLY FILED - 2021 Jan 15 10:55 AM - CHARLESTON - COMMON PLEAS - CASE#2021CP1000001

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON)	
)	
CRYSTAL WEBB,	)	CASE NO: 2021-CP-10-00001
)	
)	
Plaintiff,)	
)	
vs.	)	AFFIDAVIT OF DEFAULT
)	
DANA THOMAS SLAUGHTER,)	
)	
)	
Defendant.)	
)	

PERSONALLY appeared before me, Julio A. Rossington, Esquire, on this 9th day of MARCH, 2021, who first being duly sworn, deposes and says that he is the attorney for the Plaintiff in the above-entitled action; that Defendant, Dana Thomas Slaughter, was personally served with the filed Summons and Complaint. The Affidavit of Service is filed with the Clerk’s Office for Charleston County. The Defendant has not responded and more than thirty (30) days have lapsed since the service of said Summons, but no legal Answer, Notice of Appearance, or Rule 12 (b) Motion has been made and the Defendant is now in default. This said, Defendant is not a member of the Armed Services of the United States as is contemplated under the Soldiers and Sailors Relief Act. THE AFFIANT FURTHER SAYETH NOUGHT.

ROSSINGTON LAW OFFICES, LLC



Julio A. Rossington (SC #73905)
 1317-M N Main St. #140
 Summerville, SC 29483
 Phone: (843) 261-1114
 Facsimile: 1-888-977-1140
 Email: julio.rossington@rossingtonlaw.com
 Attorney for the Plaintiff

MARCH 9, 2021
 Summerville, South Carolina

SWORN TO AND SUBSCRIBED before me
this 0th day of MARCH, 2021.



NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: DECEMBER 22, 2025



Covenant Not to Execute

This Covenant is made this 16th day of Apr., 2021 by and between Crystal Webb, Ronald Webb, Dana Thomas Slaughter and Government Employees Insurance Company, for itself and on behalf of representatives, successors, and assigns.

WHEREAS, Crystal Webb and Dana Thomas Slaughter were involved in an automobile accident on August 20, 2020, in the County of Charleston, State of South Carolina;

WHEREAS, Crystal Webb subsequently claimed bodily injuries and damages as a direct and proximate result of said accident; and

WHEREAS, Government Employees Insurance Company had issued a policy of automobile liability insurance to Dana Thomas Slaughter, with liability limits of \$10,000.00; and

WHEREAS, Crystal Webb, Ronald Webb, Dana Thomas Slaughter and Government Employees Insurance Company acknowledge that Crystal Webb has a claim for damages arising out of said accident and that Crystal Webb, and Ronald Webb, by and through Julio Rossington, their attorney, allege that Crystal Webb's damages will exceed the amount of liability insurance coverage available to its insured, Dana Thomas Slaughter; and

WHEREAS, Crystal Webb, Ronald Webb, Dana Thomas Slaughter and Government Employees Insurance Company have promised to pay Crystal Webb the sum of Ten Thousand Dollars (\$10,000.00) in exchange for a Covenant Not to Execute; and

WHEREAS, the combined payments to all claimants will exhaust the coverage available to Crystal Webb through Government Employees Insurance Company; and

WHEREAS, Crystal Webb, Ronald Webb, Dana Thomas Slaughter and Government Employees Insurance Company wish to limit any liability for damages in excess of Ten Thousand Dollars (\$10,000.00).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, Crystal Webb, and Ronald Webb, mutually agrees, promises, and covenants as follows:

1. That Dana Thomas Slaughter and Government Employees Insurance Company do agree to pay the sum of Ten Thousand Dollars (\$10,000.00) to Crystal Webb, Ronald Webb, and their attorney, Julio Rossington, Law Office of Julio Rossington.
2. That Crystal Webb, Ronald Webb, and their attorney, Julio Rossington, acknowledge receipt of such payment.
3. That Crystal Webb and Ronald Webb, promises and covenants for themselves, their heirs, executors, administrators, legal representatives, and assigns, not to execute against Dana

Thomas Slaughter or Government Employees Insurance Company, their heirs, executors, administrators, legal representatives, successors, or assigns, on any judgment that may be attained by them on the account of claims, demands, damages, costs, or expenses, including, but not limited to, any medical or hospital expenses, loss of services, and causes of action, arising from any act, omission, or occurrence, or resulting from an automobile accident occurring on or about August 20, 2020 when Crystal Webb and Dana Thomas Slaughter, were involved in an accident in the County of Charleston, State of South Carolina.

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.

6. That Crystal Webb and Ronald Webb agree that the payment made by Dana Thomas Slaughter and Government Employees Insurance Company is in compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of Dana Thomas Slaughter or of any other person benefiting from this covenant.

7. That Crystal Webb and Ronald Webb declare and represent that no promise or inducement or agreement not herein expressed has been made to her and that this covenant contains the entire agreement between the parties, that the terms of this covenant are contractual and not merely recital, and that Dana Thomas Slaughter and Government Employees Insurance Company have made no representations as to the possibility of the recovery of any monies by them against any underinsured motorist carrier.

8. That Crystal Webb and Ronald Webb and their attorney, Julio Rossington, further agree that should there be any liens or subrogated interests for goods or services provided, whether by statute or contract or otherwise, including any and all Medicare liens, medical care liens or worker's compensation liens, that they will cause the provider to be reimbursed from the proceeds of this settlement for the full amounts of said liens and should the provider assert a statutory or contractual lien against Dana Thomas Slaughter or Government Employees Insurance Company, their heirs, executors, administrators, legal representatives, successors, or assigns, that they will indemnify and hold harmless Dana Thomas Slaughter or Government Employees Insurance Company, their heirs, executors, administrators, legal representatives, successors, or assigns, from any claims, demands, actions, or causes of action of any kind or nature, including the reimbursement of a reasonable attorney's fee in defending any actions brought by any such purported lienholders.

9. That the parties have considered Medicare's interests in this settlement and have determined that an allocation for future Medicare covered expenses is not required pursuant to the policy and procedure established by the CMS Memoranda to protect Medicare's interests as required by the Medicare Secondary Payer Statute.

10. The undersigned agree to hold harmless and indemnify Dana Thomas Slaughter and Government Employees Insurance Company, their heirs, executors, administrators, legal representatives, successors, or assigns, and Milligan & Hems Law Firm, including Thomas H. Milligan, from any cause of action, including but not limited to, an action to recover or recoup Medicare and/or Medicaid benefits or loss of Medicare and/or Medicaid benefits, or for any recovery sought by Medicare and/or Medicaid, including past, present and future conditional payments.

11. That Crystal Webb and Ronald Webb acknowledge that they rely wholly upon their own judgment, belief, and knowledge of the nature, extent, and duration of her injuries and damages, and the possibility of recovery for said injuries and damages, and that no representations or statements regarding these injuries or damages or any other matter made by Dana Thomas Slaughter or Government Employees Insurance Company, or by their agents or representatives, have been relied on to any extent in making this covenant.

12. That Crystal Webb and Ronald Webb and Julio Rossington further agree that this instrument is not intended as a release or discharge, nor as an accord and satisfaction with any person, but only as a Covenant Not to Execute against Dana Thomas Slaughter and/or Government Employees Insurance Company, their heirs, executors, administrators, legal representatives, successors, and assigns, on any judgment that may be attained against Dana Thomas Slaughter or Government Employees Insurance Company in any potential lawsuit.

IN WITNESS WHEREOF, I have set my hands and seals in the presence of the below-named witness on the date set forth below.

IN THE PRESENCE OF:

WITNESS:

CAUTION. READ BEFORE SIGNING. THIS IS A FULL, FINAL AND COMPLETE COVENANT NOT TO EXECUTE.

Crystal Webb
CRYSTAL WEBB

Date: April 16th, 2021

R. Webb
RONALD WEBB



CLARKSON | WALSH | COULTER

Attorneys at Law

JEFFREY M. CRUDUP, ESQ.

D: 843.981.5180

E: JCRUDUP@CLARKSONWALSH.COM

November 3, 2021

Julio A. Rossington, Esq.
Rossington Law Offices, LLC
1317-M N. Main Street #140
Summerville, SC 29483

Re: Crystal Webb v. Dana Thomas Slaughter
C/A No.: 2021-CP-10-00001
Claim Number: 20-6121159
DOL: 8/20/20
File No.: 451.1405

Dear Counsel:

On June 4, 2021, you were served with Progressive's First Set of Interrogatories and Requests for Production in regards to this matter. To date, we have not received your responses to our written discovery. Please provide us with your answers within the next (14) fourteen days to avoid the need of a motion. We do not wish to file a Motion to Compel, so if you need additional time, please do not hesitate to contact me.

Sincerely Yours,

A handwritten signature in blue ink that reads "Jeffrey M. Crudup".

JEFFREY M. CRUDUP

JMC/ram

RECEIVED

Aug 21 2023

SC Court of Appeals

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

August 18, 2023

s/ Brett L. Stevens

Brett L. Stevens (SC # 73830)
P.O. Box 5290
Columbia, South Carolina 29250
Phone: (803) 587-8506
Email: brett@brettstevenslaw.com