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Aug 21 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

Appellate Case No.: 2023-001289
Lower Court Case No.: 2019-CP-40-04650

Tasha Jones; and)
 Shaniqua Thompson)
)
 Respondents)
)
 v.)
)
)
 Lyndon Southern Insurance)
 Company; Safe Choice Insurance)
 LLC; and Jupiter Managing)
 General Agency, Inc.)
)
 Appellants.)
 _____)

MOTION FOR REMAND TO
CIRCUIT COURT PURSUANT
TO RULE 240

NOW COMES the Respondents Tasha Jones and Shaniqua Thomption, by and through undersigned counsel, and move before this Honorable Appellate Court to remand the Appellant Lyndon Southern Insurance Company's (hereinafter, referred to as Lyndon Southern) appeal to the trial court for the trial court to act on issuing its' final order regarding the Appellant Lyndon Southern and for the trial court to act on issuing its' final order against the Defendant Jupiter Managing General Agency, Inc. (hereinafter referred to as Jupiter) pursuant to Rule 240, SCACR.

In support thereof, the Respondents aver as follows:

1. A judgment was issued against the Appellant Lyndon Southern on June 23, 2023, in Richland County Common Pleas Court.
2. The Respondents filed a motion for attorney's fees and costs on June 28, 2023.

3. The Appellant Lyndon Southern filed a request for judgment notwithstanding the verdicts, filed a request for new trial absolute, filed a request new trial *nisi remittitur*, and filed a request to amend the judgment on July 3, 2023.

4. The Appellant Lyndon Southern requested a hearing on its' post-trial motions.

5. The trial court filed a Form 4 Order stating the judgement on July 14, 2023.

6. The Appellants appealed award of this judgment on August 11, 2023.

7. The trial court has not held a hearing on the parties' motions nor has the trial court issued a final order in the trial matter.

8. The case against the Defendant Jupiter is still pending with no final judgment.

9. Jupiter was held in default on March 18, 2022; there is an outstanding damages hearing in this matter to determine the amount of damages to award to the Respondents against Jupiter.

10. There is no final judgment in this case pursuant to the parties' pending motions and the outstanding hearing for damages against the Defendant Jupiter.

WHEREFORE, the Respondents respectfully request that this Honorable Court grant its Motion for Remand to the trial court to issue a final decision after hearing the parties' motions and after determining the damages amount to be awarded to the Respondents against the Defendant Jupiter pursuant to Rule 240, SCACR.

s/ Dietrich A. Lake

Dietrich A. Lake #69649
The Lake Law Firm
1004 Calhoun Street
Columbia, SC 29201
803/750-8311 office
803/750-8312 fax
Attorney for Respondents

August 21, 2023
Columbia, South Carolina

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Tasha Jones; and)
Shaniqua Thompson)
)
Respondents)
)
v.)
)
Lyndon Southern Insurance)
Company; Safe Choice Insurance)
LLC; and Jupiter Managing)
General Agency, Inc.)
)
Appellants.)
_____)

AFFIDAVIT OF DIETRICH A. LAKE

PERSONALLY APPEARED BEFORE ME, DIETRICH A. LAKE, who first
being duly sworn, state the following:

1. I am counsel for the Respondents in this matter.
2. The jury returned a verdict in favor of the Respondents on June 22, 2023.

(See Exhibit A.)

3. The Respondents filed a motion for attorney fees and costs on June 28, 2023.

(See Exhibit B.)

4. The Appellant Lyndon Southern filed a request for judgment notwithstanding the verdicts, filed a request for new trial absolute, filed a request new trial *nisi remittitur*, and filed a request to amend the judgment on July 3, 2023. (See Exhibit C.)

5. The trial court filed a Form 4 Order stating the judgement on July 14, 2023.

(See Exhibit D.)

6. The Appellants appealed award of this judgment on August 11, 2023. (See Exhibit E).

7. There is an outstanding damage hearing that needs to be held pursuant to the Court's order of default judgment against the Defendant Jupiter. (See Exhibit F.)

8. The Respondents contend that there is no pending final judgment against the Defendant Jupiter; therefore, this appellate court's exercise of jurisdiction in this matter would be premature since there is no final order or decision that would end the case.

9. The Respondents contend that the trial court has not issued a final order on the parties' post-trial motions as no hearing was held on the matters; therefore, this appellate court's exercise of jurisdiction in this matter would be premature since there is no final judgment in this case.

10. The Respondents contend that there are further acts that must be done by the trial court prior to issuing a final determination; therefore, the trial court's order to this point are not immediately appealable. *Mid-State Distrib., Inc. v. Century Importers, Inc.*, 310 S.C. 330, 426 S.E.2d 777 (1993).

11. The Respondents contend this appellate court should remand this appeal to the trial court and order the trial court to determine the damages amount to be awarded to the Respondents against the Defendant Jupiter and to order the trial court to issue a final decision on the parties' post-trial motions.

s/Dietrich A. Lake

Dietrich A. Lake #69649

The Lake Law Firm

1004 Calhoun Street

Columbia, SC 29201

803/750-8311 *office*

803/750-8312 *fax*

Attorney for Respondents

August 21, 2023

Columbia, South Carolina

Ex. A

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Tasha Jones and)
Shaniqua Thompson)
)
Plaintiffs,)
)
vs.)
)
Lyndon Southern Insurance)
Company)
Defendant.)

IN THE COURT OF COMMON PLEAS
Civil Action No: 2019-CP-40-04650

VERDICT FORM

2023 JUN 23 AM 8:53
JENNIFER V. MORRIS
C.C.P. GR. & FE.
RICHLAND COUNTY
FILED

1. As to Breach of Contract, we, the Jury unanimously find for the Plaintiffs in the amount of:

Tasha Jones \$ 50,300 Actual Damages
Shaniqua Thompson \$ 50,000 Actual Damages

2. As to Bad Faith Refusal to Pay, we, the Jury, unanimously find for:

The Plaintiffs

The Defendant

If you find for the Defendant in Question No. 2, please stop your deliberations.

3. If you find for the Plaintiffs as to the Bad Faith Refusal to Pay, what damages do you award to each Plaintiff as a consequence of the Bad Faith Refusal to Pay?

Tasha Jones \$ 75,000 Damages
Shaniqua Thompson \$ 75,000 Damages

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND)	Civil Action No: 2019-CP-40-04650
)	
Tasha Jones; and)	
Shaniqua Thompson)	
)	
Plaintiffs,)	
)	
vs.)	PLAINTIFF'S MOTION FOR ATTORNEY'S
)	FEEES PURSUANT TO SC ANN. §38-59-40
Lyndon Southern Insurance)	AND FOR COSTS PURSUANT TO RULE 54
SCRCP Company; Safe Choice)	
Insurance LLC; and Jupiter)	
Managing General Agency, Inc.)	
)	
Defendants.)	
)	

COMES NOW the Plaintiffs through their counsel, Dietrich A. Lake, and move before this Honorable Court to order attorney's fees in the above-mentioned case pursuant to SC Ann. §38-59-40. In addition, the plaintiffs are seeking costs against the Defendant Lyndon Southern Insurance Company pursuant to Rule 54 SCRCP.

In support thereof, the Respondents aver as follows:

1. A judgment was issued against the Defendant on June 22, 2023, in Richland County Common Pleas Court.
2. The trial court determined as a matter of law that the Defendant Lyndon Southern Insurance Company breached its contract with the Plaintiffs; furthermore the jury determined that the Defendant Lyndon Southern Insurance acted in bad faith.
3. The Plaintiffs incurred costs for filing fees, service of process fees, copying/printing costs, transcripts copy costs, expert fees for appearance and mileage fees, and records cost as a result of the above-named action.
4. The Defendant has not filed post-trial motions to date.

5. Pursuant to SC Ann. §38-59-40 counsel for the Plaintiffs is entitled to attorney's fees based upon the Defendant Lyndon Southern Insurance Company's refusal to pay a claim in bad faith.

6. Pursuant to Rule 654, SCRCP, the Plaintiffs are entitled to recover costs incurred for the cost of the deposition transcripts, the cost of printing and copying, the cost of legal and/or court expenses, and the costs of the expert witnesses all in amounts as indicated in the Plaintiff's Affidavit of Costs.

Having moved before this Honorable Court pursuant to SC Ann. §38-59-40 to grant the Plaintiff's Motion for attorney's fees in the amount of one-third of the judgements in the above stated action. Furthermore the Plaintiffs move before this court to determine costs in the amount as stated in the Plaintiff's Affidavit of Costs pursuant to Rule 54, SCRCP. Counsel prays this Court schedule a hearing to determine if it will grant the Plaintiff's request for relief.

s/Dietrich A. Lake

Dietrich A. Lake #69649
The Lake Law Firm
1004 Calhoun Street
Columbia, SC 29201
803/750-8311 office
803/750-8312 fax
Attorney for Plaintiffs

June 28, 2023
Columbia, South Carolina

Dietrich Lake

From: Dietrich Lake
Sent: Tuesday, July 11, 2023 1:29 PM
To: borer.athena@richlandcountysc.gov; Newman, Clifton Law Clerk (Gabrielle Williams)
Cc: Randy Helmly; Law Paralegal; GUNTER.PAUL@richlandcountysc.gov
Subject: RE: 2019CP4004650 - Jones v. Lyndon Southern Insurance Co., et al.
Attachments: Motion for Attorney Fees & Costs.pdf; Plaintiffs' Affidavit of Costs.pdf

Importance: High

Good afternoon Athena and Gabby,

I hope and trust that you both had a great weekend.

I just wanted to address a couple of housekeeping matters regarding the above-stated case which was tried to jury verdict.

- 1) The Plaintiffs timely filed a motion (see attached) for attorney fees and costs in this case; therefore, we are requesting that these matters also be addressed at the time as Mr. Helmly's requested hearing; and
- 2) There is an outstanding damages hearing matter that has never been heard in this case ... default was granted back on 3/18/22 and the original default motion was filed back on 8/26/21. I am requesting that the damages hearing for the Defendant Jupiter Managing General Agency be heard at the same time and by Judge Newman since he has already heard testimony in this case.

I am respectfully requesting that Judge Newman hear these matters as soon as possible since the original incident dates back to 2017.

Thanks and I look forward to hearing from you all.

Dietrich A. Lake

The Lake Law Firm
1004 Calhoun Street
Columbia, SC 29201
803-750-8311 o
803-750-8312 f

From: Randy Helmly <rh@helmllylaw.com>
Sent: Saturday, July 8, 2023 10:03 AM
To: Newman, Clifton Law Clerk (Gabrielle Williams) <CNewmanLC@sccourts.org>
Cc: Dietrich Lake <Dietrich@thelakelawfirm.org>
Subject: RE: 2019CP4004650 - Jones v. Lyndon Southern Insurance Co., et al.

Good morning, Gabby –

Please find attached a clocked copy of the motions referenced below. Enjoy your weekend.

Regards,

Randy Helmly

Law Office of Ransome H. Helmly, LLC
409 Coleman Blvd., Suite 200
Mt. Pleasant, SC 29464
Office: 843-884-0184
Cell: 843-557-3820
Fax: 843-284-9871
rh@helmlylaw.com

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From: Randy Helmly
Sent: Monday, July 3, 2023 5:30 PM
To: Newman, Clifton Law Clerk (Gabrielle Williams) <CNewmanLC@sccourts.org>
Cc: dietrich@thelakelawfirm.org
Subject: 2019CP4004650 - Jones v. Lyndon Southern Insurance Co., et al.

Good afternoon, Gabby –

Please find attached, as required by the South Carolina Rules of Civil Procedure, correspondence to Judge Newman providing a copy of Lyndon's post-trial motions. Unless you tell me that electronic transmittal is sufficient, I will place a hard copy in the mail as well. As always, feel free to call or email if you have questions. Have a great 4th of July!

Regards,

Randy Helmly

Law Office of Ransome H. Helmly, LLC
409 Coleman Blvd., Suite 200
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Ex. C

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND)	Civil Action No.: 2019-CP-40-4650
)	
Tasha Jones and Shaniqua Thompson,)	
)	
Plaintiffs,)	**** Hearing Requested ****
)	
vs.)	
)	
Lyndon Southern Insurance Company,)	
)	
Defendant.)	
)	

DEFENDANT LYNDON SOUTHERN INSURANCE COMPANY’S POST-TRIAL MOTION PURSUANT TO RULES 50(b) AND/OR 59(a) and 59(e), AND FOR OTHER RELIEF PURSUANT TO THE SOUTH CAROLINA RULES OF CIVIL PROCEDURE

TO: THE HONORABLE CLIFTON NEWMAN, PRESIDING CIRCUIT COURT JUDGE, and DIETRICH A. LAKE, ESQUIRE, ATTORNEY FOR PLAINTIFFS

Defendant Lyndon Southern Insurance Company (“Lyndon”) moves the Court for judgment notwithstanding the verdict pursuant to Rule 50(b), SCRCP, or in the alternative, for a new trial absolute or a new trial *nisi remittitur* pursuant to Rule 59(a), SCRCP; or in the alternative, to alter or amend the judgment pursuant to Rule 59(e), SCRCP; and for such other and further relief as may be authorized under the South Carolina Rules of Civil Procedure.

INTRODUCTION

This matter is a first-party breach of contract and bad faith action arising out of an uninsured motorist (“UM”) claim under S.C. CODE ANN. § 38-77-150. On June 15, 2017, a vehicle driven by Plaintiff Tasha Jones and insured by Lyndon was rear-ended by an unknown driver who fled the scene. Ms. Jones and her passengers—Plaintiff Shaniqua Thompson and a third individual who settled his claim with Lyndon and asserted no claims in this matter—were injured in the accident. Ms. Jones and Ms. Thompson each incurred medical expenses of roughly \$10,000; there

was no evidence at trial that either Ms. Jones or Ms. Thompson suffered any permanent injury.

Ms. Jones is the “**named insured**” (defined as “the person ... listed on the **Declarations** as insured”) on an automobile insurance policy she purchased from Lyndon, for which she had elected the minimum UM bodily injury limits of \$25,000 per person and \$50,000 aggregate per accident. Under the UM coverage terms of the policy, Ms. Thompson is an “**insured person**” (defined as a person occupying the covered vehicle “with the permission of the **named insured**”).¹ After the third passenger’s settlement with Lyndon, approximately \$42,000 in UM coverage remained. As a necessary predicate to recovery under the UM provision of the Lyndon policy, Ms. Jones pursued a “John Doe action” against the unknown driver. *See* S.C. CODE ANN. § 38-77-180. Ms. Thompson was also a plaintiff in that action. The John Doe action resulted in a judgment against the unknown driver of \$50,000 each for Ms. Jones and Ms. Thompson.

Plaintiffs thereafter filed this action against Lyndon, asserting claims for breach of contract and bad faith. Plaintiffs allege that Lyndon (1) breached its contract with Ms. Jones by, *inter alia*, failing to timely appear or otherwise answer or defend the John Doe action and failing to pay the full amount of the judgment against John Doe as demanded by Plaintiffs; and (2) acted in bad faith by unreasonably and without basis failing to do these things. The case was tried before a jury June 21-22, 2023. After this Court directed a verdict in both Plaintiffs’ favor as to breach of contract, the jury returned damages for breach of contract for Ms. Jones in the amount of \$50,300 and for Ms. Thompson in the amount of \$50,000. The jury further found that Lyndon acted in bad faith in refusing to pay, awarding each \$75,000. Finally, the jury awarded each \$350,000 in punitive damages.

¹ Respectfully, the Court failed to recognize this critical distinction in its consideration of Lyndon’s Motion for Summary Judgment and motions for directed verdict regarding Ms. Thompson’s right and/or standing to recover.

LEGAL STANDARDS

Rule 50

Rule 50(b), SCRCP, governs a motion for a judgment notwithstanding the verdict, and provides:

Whenever a motion for a directed verdict made at the close of all the evidence is denied or for any reason is not granted, the court is deemed to have submitted the action to the jury subject to a later determination of the legal questions raised by the motion. A party who has moved for a directed verdict may move to have the verdict and any judgment entered thereon set aside and to have judgment entered in accordance with his motion for a directed verdict; or if a verdict was not returned, such party may move for judgment in accordance with his motion for a directed verdict. A motion for a new trial may be joined with this motion, or a new trial may be prayed for in the alternative. If a verdict was returned the court may allow the judgment to stand or may reopen the judgment and either order a new trial or direct the entry of judgment as if the requested verdict had been directed. If no verdict was returned the court may direct the entry of judgment as if the requested verdict had been directed or may order a new trial.

Rule 59(a)

Rule 59(a), SCRCP, governs a motion for a new trial, and provides in relevant part:

A new trial may be granted to all or any of the parties and on all or part of the issues ... in an action in which there has been a trial by jury, for any of the reasons for which new trials have heretofore been granted in actions at law in the courts of the State.

Rule 59(a)(1), SCRCP. When a motion for new trial asserts the jury's verdict is unsupported by the evidence, the trial judge may grant a new trial absolute under the "thirteenth juror" doctrine. *Ex parte Travelers Home & Marine Ins. Co. v. Stringfellow*, 427 S.C. 238, 244, 830 S.E.2d 718, 721 (Ct. App. 2019) (holding that the trial judge is "duty-bound to grant a new trial if the evidence does not support the verdict" and that the appellate court "must uphold a trial court's thirteenth juror decision unless it is wholly unsupported by the evidence." (internal quotation marks

omitted)).

When a motion for new trial asserts the verdict is either excessive or inadequate, “the trial judge must distinguish between awards that are merely unduly liberal or conservative and awards that are actuated by passion, caprice, or prejudice.” *Nestler v. Fields*, 426 S.C. 34, 40, 824 S.E.2d 461, 464 (Ct. App. 2019). In the latter case, “it becomes the duty of the trial judge ... to set aside the verdict absolutely.” *Allstate Ins. Co. v. Durham*, 314 S.C. 529, 531, 431 S.E.2d 557, 558 (1993). If the verdict is merely excessive, the trial judge “has the power to reduce the verdict by granting a new trial *nisi remittitur*.” *Burke v. AnMed Health*, 393 S.C. 48, 56, 710 S.E.2d 84, 88 (Ct. App. 2011).

Rule 59(e)

Rule 59(e), SCRCPP, provides that “[a] motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order.” A Rule 59(e) motion may be used to call the trial court’s attention to errors of law. *See Tisdale v. State*, 357 S.C. 474, 476, 594 S.E.2d 166, 167 (2004). Under South Carolina law, “it is proper to view a rule 59(e) motion not only as a vehicle to request the trial court ‘alter or amend the judgment,’ but also as a vehicle to seek ‘reconsideration’ of issues and arguments.” *Elam v. S.C. Dep’t of Transp.*, 361 S.C. 9, 21–22, 602 S.E.2d 772, 778 (2004). “There is nothing inherently unfair in allowing a party one final chance to revisit a previously raised argument. It is inherently unfair to disallow such an opportunity.” *Id.* at 22, 602 S.E. 2d at 779. A party may wish to file a Rule 59(e) 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.” *Id.* at 24, 602 S.E.2d at 780. The South Carolina Rules of Civil Procedure contemplate that a party must however, file a Rule 59(e) motion “when an issue or argument has been raised, but not ruled on,

in order to preserve it for appellate review.” *Id.* Most respectfully, Lyndon asks the Court to (re)consider and expressly rule on each and every distinct issue/argument Lyndon raised at trial, each of which is hereby repeated, reasserted, and incorporated herein by reference, to include especially, but without limitation the Court’s failure to grant Lyndon’s motion for mistrial, discussed herein.

S.C. CODE ANN. § 15-32-530

A statutory cap on punitive damages is imposed by S.C. CODE ANN. § 15-32-530, which provides in relevant part:

(A) Except as provided in subsections (B) and (C), an award of punitive damages may not exceed the greater of three times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of five hundred thousand dollars.

(B) The limitation provided in subsection (A) may not be disclosed to the jury. If the jury returns a verdict for punitive damages in excess of the maximum amount specified in subsection (A), the trial court should first determine whether:

(1) the wrongful conduct proven under this section was motivated primarily by unreasonable financial gain and determines that the unreasonably dangerous nature of the conduct, together with the high likelihood of injury resulting from the conduct, was known or approved by the managing agent, director, officer, or the person responsible for making policy decisions on behalf of the defendant; or

(2) the defendant’s actions could subject the defendant to conviction of a felony and that act or course of conduct is a proximate cause of the plaintiff’s damages;

If the trial court determines that either item (1) or (2) apply, then punitive damages must not exceed the greater of four times the amount of compensatory damages awarded to each claimant entitled thereto or the sum of two million dollars and, if necessary, the trial court shall reduce the award and enter judgment for punitive damages in the maximum amount allowed by this subsection.

S.C. CODE ANN. § 15-32-530(A), (B). “[T]he language of subsection (A) unambiguously reveals the legislature’s intent to require trial courts to reduce punitive damages awards in excess of ‘the

greater of three times the amount of compensatory damages ... or the sum of five hundred thousand dollars,' unless exempt under subsection (B) or (C).” *Garrison v. Target Corp.*, 435 S.C. 566, 581, 869 S.E.2d 797, 805 (2022). The statutory cap on punitive damages is not an affirmative defense that must be pleaded or it else it is waived; rather it is a “mandatory directive” to the trial court. *Id.* at 581, 869 S.E.2d at 806 (describing the statute as a “mandatory directive”).

DISCUSSION

Motion for Judgment Notwithstanding the Verdict

Lyndon is entitled to judgment as a matter of law, as detailed below, and therefore moves for a JNOV pursuant to Rule 50(b) or, in the alternative under Rule 59(e), SCRPC, on the following grounds:

1. Plaintiff Shaniqua Thompson

Plaintiff Thompson lacks standing to assert claims against Lyndon, either for breach of contract or bad faith. *See Hardaway Concrete Co. v. Hall Contracting Corp.*, 374 S.C. 216, 225, 647 S.E.2d 488, 492 (Ct. App. 2007) (“Generally, a third person not in privity of contract with the contracting parties does not have a right to enforce the contract.”); *Carter v. Am. Mut. Fire Ins. Co.*, 279 S.C. 368, 370, 307 S.E.2d 227, 227 (1983) (holding that “[a]lthough this Court recently recognized a cause of action for bad faith refusal to pay first party benefits due under an insurance contract ... this cause of action does not extend to a person who is not a party to or a *named insured* under the insurance contract”) (citing *Nichols v. State Farm Mut. Auto. Ins. Co.*, 279 S.C. 336, 306 S.E.2d 616 (1983)) (emphasis added).² Accordingly, it was error to send any claims by Ms.

² In a factually similar case, the United States District Court, District of South Carolina, addressed the lack of standing of a non-party to the insurance contract. *Hill v. Canal Ins. Co.*, CA No. 7:12-330-TMC, 2012 U.S. Dist. LEXIS 107056 (D.S.C. Aug. 1, 2012). In *Hill*, the district court noted “[t]he South Carolina Supreme Court and the South Carolina Court of Appeals ‘have repeatedly denied actions for bad faith refusal to pay claims to third parties who are not *named insureds*.’” *Id.* (emphasis added) (quoting *Kleckley v. Northwestern Nat’l Cas. Co.*, 338 S.C. 131, 526 S.E.2d 218.

Thompson to the jury, and Lyndon is entitled to judgment as a matter of law. Therefore, its Motion for JNOV under Rule 50(b), or in the alternative, under Rule 59(e), SCRCP, on this ground should be granted.

2. Lyndon had no statutory or contractual obligation to appear and defend the “John Doe” action.

The relevant statute provides that the insurer has the “right to defend in the name of John Doe” but does not impose a duty to do so. S.C. CODE ANN. § 38-77-180. The insurance policy imposes a contractual duty to appear and defend only if there is a claim of liability *against an insured*, which does not apply to an action *against a John Doe* under § 38-77-180. Under the UM provision of the policy, Lyndon agreed only to “pay for damages an **insured person** is legally entitled to recover,” up to policy limits. Because no such obligation to appear and defend existed, the verdict entered against it at trial must not stand, as Lyndon is entitled to judgment as a matter of law on the breach of contract and bad faith actions. Therefore, its Motion for JNOV under Rule 50(b), or in the alternative, under Rule 59(e), SCRCP, on this ground should be granted.

3. Lyndon had no statutory or contractual obligation to pay judgment amounts over and above the applicable limits of UM coverage.

The auto insurance policy Ms. Jones purchased from Lyndon explicitly provides that Lyndon is not bound by any judgment for damages arising out of a suit brought without its written consent. It further provides that Lyndon will “pay for damages an insured person is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury ... the [limit] for each accident as stated in the Declarations is the *maximum* [w]e will pay for bodily

(2000)). In her Amended Complaint, Ms. Thompson conceded that Lyndon entered into an insurance contract with Plaintiff Tasha Jones ¶10; that Plaintiff Jones’ insurance contract provided for certain coverages ¶11; and that Plaintiff Jones paid the premium for the insurance agreement ¶12. Ms. Thompson herself clearly recognizes the insurance contract at issue is between Ms. Jones and Lyndon.

injury ... sustained by two or more persons in any one accident.” The UM statute only requires Lyndon to pay “all sums which [an insured] is legally entitled to recover as damages from the owner or operator of an uninsured motor vehicle, *within limits...*” of its policy. S.C. CODE ANN. § 38-77-150 & 180 (emphasis added). Consequently, Lyndon did not breach its contract with Ms. Jones in declining Plaintiffs’ demand for payment of the full amount of the judgment in the “John Doe” action. Moreover, because Lyndon had an objectively reasonable basis to contest Plaintiffs’ demand, there is no bad faith as a matter of law. See *BMW of N. Am., LLC v. Complete Auto Recon Servs., Inc.*, 399 S.C. 444, 453, 731 S.E.2d 902, 907 (Ct. App. 2012) (where an insurer has a reasonable ground for contesting a claim, there is no bad faith). Accordingly, Lyndon is entitled to judgment as a matter of law. Therefore, its Motion for JNOV under Rule 50(b), or in the alternative, under Rule 59(e), SCRCPP, on this ground should be granted.

4. Lyndon cannot be found liable for bad faith because it never had an opportunity to settle within the policy limits.

The undisputed evidence at trial established that every one of Plaintiffs’ demands, including their demand for payment of the judgment in the “John Doe” action, were for specific dollar figures well in excess of the limits of the UM policy Ms. Jones purchased. Ms. Jones even testified that she would not have settled for policy limits prior the damages hearing in the “John Doe” action. Indisputably, Lyndon was never given an opportunity to settle within or for the policy limits. See *Founders Ins. Co. v. Richard Ruth's Bar & Grill LLC*, 2016 WL 3219538 at 3 (D.S.C. June 8, 2016) (to the extent that there was no reasonable opportunity to settle within policy limits, a bad faith failure-to-settle claim is not viable) (citing *Whiting Turner Contracting Co. v. Liberty Mut. Ins. Co.*, 912 F. Supp. 2d 321, 343 (D. Md. 2012)). Accordingly, Lyndon is entitled to judgment as a matter of law and submission of the claim for bad faith at trial was error. Therefore, its Motion for JNOV under Rule 50(b), or in the alternative, under Rule 59(e), SCRCPP, on this

ground should be granted.

5. As a matter of law, Lyndon's handling of the claim was objectively reasonable and not in bad faith.

Lyndon accepted the claim, paid Ms. Jones and Ms. Thompson the MedPay benefits due under the policy, paid Ms. Jones's UM property damage claim pursuant to the policy, and extended settlement offers based on its reasonable evaluation of Plaintiffs' damages. Additionally, Lyndon's rejection of Plaintiffs' original settlement demand was objectively reasonable, given that it was for a specific dollar amount that exceeded the policy limits by \$80,000.00. "[T]he fact that the parties had difference estimations of the value of a claim is not, under South Carolina law, evidence of bad faith on the part of the party offering the lower amount." *Collins v. Auto-Owners Ins. Co.*, 438 Fed. Appx. 247 (4th Cir. 2011). As noted by this Court in its charge to the jury, it was the Plaintiffs' burden:

to prove that there was no reasonable basis to support the decision of the insurance company to deny the plaintiffs' benefits. If there is any reasonable ground for contesting the claim of the Plaintiffs, there is no bad faith.

Yet the issue of bad faith was sent to the jury in error, despite all of the evidence at trial establishing that Lyndon acted promptly to pay both Plaintiffs' claims for MedPay, paid Ms. Jones for her property damage, and rightfully declined to pay a demand that was \$80,000 over and above the policy limits. Still, Lyndon made reasonable offers based on its evaluation of claimed medical expenses to both Plaintiffs, and its representative at trial explained the rationale behind those offers. See *Henry v. Government Employees Ins. Co.*, 275 F.Supp.3d 750, 754 (D.S.C. 2017) (where insurer evaluates a demand and denies the demand based on its own reasonable valuation or makes a settlement offer based on its own reasonable valuation, the insurer will not be found liable for bad faith); see also *Snyder v. State Farm Mutual Automobile Ins. Co.*, 586 F.Supp.2d 453, 458 (2008) (duty to deal in good faith does not necessarily entail a duty to make a settlement

offer). Accordingly, Plaintiffs failed in their burden to establish that there was “no reasonable basis to support the decision of [Lyndon]” and Lyndon is entitled to a new trial absolute. Therefore, Lyndon’s Motion for JNOV under Rule 50(b), or in the alternative, under Rule 59(e), SCRCF, on this ground should be granted.

Incorporating all of the foregoing, Lyndon respectfully submits the Court erred in failing to enter judgment in accordance with the motions for directed verdict made on behalf of Lyndon. Consequently, Lyndon likewise respectfully asks the Court to set aside the ruling that Lyndon breached its contract, set aside the jury verdict, and instead enter judgment in Lyndon’s favor. Alternatively, pursuant to Rule 59(e), Lyndon respectfully asks the Court to reconsider its granting of Plaintiffs’ motion for directed verdict on their breach of contract claim, its denial of Lyndon’s motion for directed verdict on Ms. Thompson’s breach of contract claim, and its denial of Lyndon’s motion for directed verdict on Plaintiffs’ bad faith claims.

New Trial *nisi remittitur* under Rule 59(a)

In the instant case, the verdict *must* be reformed, as Plaintiff Jones may only recover once for her actual damages.³ When a jury finds in favor of a plaintiff in a case in which both breach of contract and bad faith are alleged, as here, the verdict must be modified as a plaintiff may recover only once for the amount of the alleged actual damages. See *Nichols*, at 340.

In the alternative, Lyndon is entitled to a new trial *nisi remittitur* on the breach of contract claim on the grounds that the damages awarded by the jury are plainly excessive. The insurance policy purchased by Ms. Jones provided UM coverage of \$50,000 in the aggregate, which amount constitutes the outermost limit of Lyndon’s potential liability. Due to Lyndon’s previous

³ Again, Plaintiff Thompson cannot recover for either breach of contract or bad faith refusal to pay as she did not and cannot establish that she had a mutually binding contract with Lyndon.

settlement with the third occupant of the vehicle, the remaining UM coverage at the time of trial was approximately \$42,000. The jury's verdict of \$50,300 for Ms. Jones and \$50,000 for Ms. Thompson far exceeds the contractually available coverage. Additionally, as noted *supra*, Ms. Thompson lacks standing to assert any claim for breach of the insurance contract between Lyndon and Ms. Jones. Accordingly, in the event this Court does not grant Lyndon's Motion for JNOV, which it should, Lyndon is entitled to a new trial unless Plaintiffs consent to a *remittitur* of the verdict to the amount of coverage remaining under the UM policy.

New Trial Absolute under Rule 59(a)

Alternatively, in the event this Court does not grant Lyndon's Motion for JNOV under Rule 50(b) and/or 59(e), which it should, Lyndon is entitled to a new trial on the grounds that Lyndon was prejudiced by Plaintiffs' running attacks on Lyndon's counsel and that the jury's verdict was against the weight of the evidence.

First, Lyndon is entitled to a new trial on the basis of Plaintiffs' tactic of attacking Lyndon's counsel on irrelevant and improper grounds. *See, e.g.*, 58 Am. Jur. 2d *New Trial* § 112 ("Where an attorney for one party attacks opposing counsel in the presence of the jury, such conduct constitutes ground for a new trial if it appears that it has a tendency to result in prejudice to the opposing party or to the accused."). Respectfully, this Court committed error when it denied Lyndon's motion for mistrial on that ground. Plaintiffs' counsel repeatedly attempted to prejudice the jury with irrelevant statements to the effect that Lyndon's counsel had not attended the hearing in the John Doe action. Despite the fact it was neither essential nor required for Lyndon to defend the John Doe hearing, Lyndon did, in fact, have a representative present; trial counsel's associate was in attendance. Plaintiffs' counsel made this running commentary, even calling another lawyer to the stand to confirm Lyndon's trial counsel was not present at the John Doe hearing, even though

Plaintiffs' trial counsel himself was also absent. Such argument and testimony could only serve to prejudice the jury against Lyndon, the remedy for which is a new trial absolute.

Second, and in the alternative to its request for judgment as a matter of law on this ground, the only relevant evidence at trial established that Lyndon's handling of the underlying claim was objectively reasonable and not in bad faith. As noted above, it was the Plaintiffs' burden:

to prove that there was no reasonable basis to support the decision of the insurance company to deny the plaintiffs' benefits. If there is any reasonable ground for contesting the claim of the Plaintiffs, there is no bad faith.

All of the evidence at trial established that Lyndon acted promptly to pay both Plaintiffs' claims for MedPay and also paid Ms. Jones for her property damage and Plaintiffs' proffered "experts" on claims handling did not dispute such evidence. Thereafter, Lyndon made reasonable offers based on its evaluation of claimed medical expenses to both plaintiffs and its representative at trial explained the rationale behind those offers. Accordingly, Plaintiffs failed in their burden to establish that there was "no reasonable basis to support the decision of [Lyndon]" and Lyndon is entitled to a new trial absolute.

Third, the jury's verdict was inconsistent. It awarded each Plaintiff \$50,000 (plus \$300 to Ms. Jones for applying the wrong property damage deductible) under the breach of contract claim but awarded each \$75,000 in consequential damages under the bad faith claim, despite the lack of evidence of consequential damages. See *Hundley ex rel. Hundley v. Rite Aid*, 339 S.C. 285, 529 S.E.2d 45 (Ct. App. 2000) (a verdict which is internally inconsistent will be reversed and a new trial will be ordered). These verdicts are inconsistent and in the event this Court rejects Lyndon's Motion for JNOV under Rule 50(b) and/or 59(e) as to Plaintiffs' claim for bad faith, it should order a new trial under Rule 59(a) based on what was clearly jury confusion as to the appropriate measure of damages.

Statutory Cap on Punitive Damages

In the event this Court rejects Lyndon's Motion for JNOV under Rule 50(b) and/or 59(e) as to Plaintiffs' claim for bad faith, Lyndon is entitled to reformation of the jury's punitive damages verdict because it exceeds the statutory cap imposed by S.C. CODE ANN. § 15-32-530(A). Under that statute, as it applies here, the maximum punitive damages award is three times the compensatory damages award. Here, the jury awarded each plaintiff \$75,000 in compensatory damages on the bad faith claim. Therefore, the maximum amount of punitive damages was \$225,000. The jury's award of \$350,000 in punitive damages per plaintiff therefore must be reduced to the statutory cap. *See Garrison*, 435 S.C. at 560-61, 869 S.E.2d. at 805-06.

Respectfully submitted,

s/Ransome H. Helmly

Ransome H. Helmly, Esq. (SC Bar # 78081)

409 Coleman Blvd. Ste. 200

Mt. Pleasant, SC 29464

p: 843-884-0184

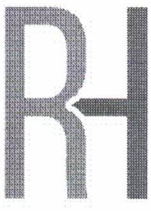
f: 843-284-9871

rh@helmlaw.com

*Attorney for Defendant Lyndon Southern Insurance
Company*

July 3, 2023

Mt. Pleasant, South Carolina



Ransome H. Helmly, LLC
Attorney at Law
409 Coleman Blvd. Ste. 200
Mt. Pleasant, SC 29464
Ph: 843-884-0184 | Fax: 843-284-9871
rhh@hellylaw.com

July 8, 2023

Via 1st Class Mail and Email to cnewmanlc@sccourts.org

The Honorable Clifton B. Newman
P.O. Box 516
Kingstree, SC 29556-0516

Re: Tasha Jones, et al. v. Lyndon Southern Insurance Company, et al.
CA 2019-CP-40-04650

Dear Judge Newman:

As you know, I represent Defendant Lyndon Southern Insurance Company in the above-referenced breach of contract and bad faith action tried before you in Richland County June 21-22, 2023. Please find enclosed a clocked copy of Lyndon Southern Insurance Company's post-trial motions pursuant to Rules 50(b), 59(a), and 59(e), SCRCF e-filed Monday, July 3, 2023. We are respectfully requesting a hearing on these motions. Please do not hesitate to contact me or my office should you have questions or concerns or need additional information.

With kindest regards, I am

Sincerely,

A handwritten signature in black ink, appearing to read 'Randy Helmly'. The signature is fluid and cursive, with a large loop at the end.

Ransome H. "Randy" Helmly

Cc: Dietrich Lake, Esq. (via email)

Ex. D

ELECTRONICALLY FILED - 2023 Jul 14 9:43 AM - RICHLAND - COMMON PLEAS - CASE#2019CP4004650

Tasha Jones et al
PLAINTIFF(S)

Lyndon Southern Insurance Company et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

The Court directed verdict in favor of the Plaintiffs as to Breach of Contract and submitted to the jury the issue of the amount of actual damages as to Breach of Contract.

The jury awarded the following relief:
As to Breach of Contract, the jury awarded actual damages to Plaintiff Jones in the amount of \$50,300 and to Plaintiff Thompson in the amount of \$50,000.

As to Bad Faith Refusal to Pay, the jury awarded consequential damages to Plaintiff Jones in the amount of \$75,000 and to Plaintiff Thompson in the amount of \$75,000.

As to Punitive Damages, the jury awarded punitive damages in the sum of \$350,000 to Plaintiff Jones and \$350,000 to Plaintiff Thompson.

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 07/14/2023 .

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.



Richland Common Pleas

Case Caption: Tasha Jones , plaintiff, et al vs Lyndon Southern Insurance Company
, defendant, et al
Case Number: 2019CP4004650
Type: Order/Electronic Form 4

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2023-07-14 06:29:29 page 3 of 3

Ex. E

ELECTRONICALLY FILED - 2023 Aug 11 3:48 PM - RICHLAND - COMMON PLEAS - CASE#2019CP4004650

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Clifton B. Newman, Circuit Court Judge

Case No. 2019-CP-40-04650

Tasha Jones and Shaniqua Thompson,Respondents,

v.

Lyndon Southern Insurance Company and
Safe Choice Insurance, LLC, Defendants,

Of whom

Lyndon Southern Insurance Company is the Appellant.

NOTICE OF APPEAL

Lyndon Southern Insurance Company appeals the jury verdict entered on June 23, 2023 (attached hereto as **Exhibit A**) and the Form 4 Order and Judgment of the Honorable Clifton B. Newman dated July 14, 2023 (attached hereto as **Exhibit B**). Appellant received written notice of the Form 4 Order and Judgment on July 14, 2023.

August 11, 2023

s/ Ransome H. Helmly

Ransome H. Helmly, SC Bar # 78081
409 Coleman Boulevard, Suite 200
Mt. Pleasant, SC 29464
(843) 884-0184
Attorney for Appellant

Other Counsel of Record:

Dietrich A. Lake
1034 Briargate Circle, Suite 201
Columbia, SC 29210
(803) 750-8311

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
Tasha Jones and)
Shaniqua Thompson)
)
Plaintiffs,)
)
vs.)
)
Lyndon Southern Insurance)
Company)
Defendant.)

IN THE COURT OF COMMON PLEAS)
Civil Action No: 2019-CP-40-04650

VERDICT FORM

RICHLAND COUNTY
FILED
2023 JUN 23 AM 8:53
DEBORAH W. MARRIDGE
C.C.P., G.S., & F.C.

1. As to Breach of Contract, we, the Jury unanimously find for the Plaintiffs in the amount of:

Tasha Jones \$ 50,300 Actual Damages
Shaniqua Thompson \$ 50,000 Actual Damages

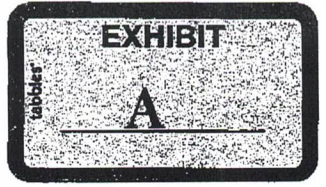
2. As to Bad Faith Refusal to Pay, we, the Jury, unanimously find for:

The Plaintiffs
 The Defendant

If you find for the Defendant in Question No. 2, please stop your deliberations.

3. If you find for the Plaintiffs as to the Bad Faith Refusal to Pay, what damages do you award to each Plaintiff as a consequence of the Bad Faith Refusal to Pay?

Tasha Jones \$ 75,000 Damages
Shaniqua Thompson \$ 75,000 Damages



4. Do you find that the Plaintiffs have proven by clear and convincing evidence that the Defendant Lyndon Southern acted recklessly, willfully, or wantonly in causing the damages to the Plaintiffs?

YES (Go to Question 5) NO (Stop Deliberations)

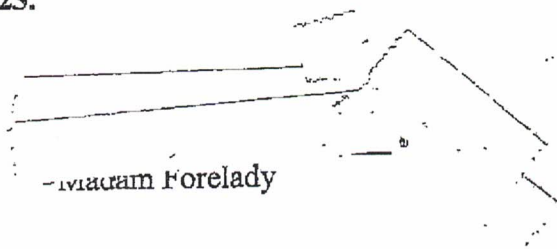
5. State the amount of punitive damages, if any, that you award to each Plaintiff.

Tasha Jones \$ 350,000 Punitive Damages

Shaniqua Thompson \$ 350,000 Punitive Damages

Please sign and date the Verdict Form. Notify the Bailiff that you have reached a unanimous verdict.

SO SAY WE ALL, this 22 day of June, 2023.


- Vivian Forelady

Columbia, South Carolina

Tasha Jones et al
PLAINTIFF(S)

Lyndon Southern Insurance Company et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

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

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

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

The Court directed verdict in favor of the Plaintiffs as to Breach of Contract and submitted to the jury the issue of the amount of actual damages as to Breach of Contract.

The jury awarded the following relief:
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ORDER INFORMATION

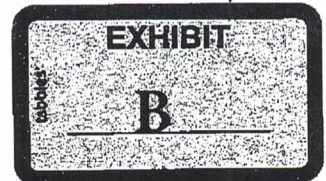
This order ends does not end the case.

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 07/14/2023 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



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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), SCRPC.

ELECTRONICALLY FILED - 2023 JUN 14 9:49 AM - RICHLAND - COMMON PLEAS - CASE#2019CP4004650



Richland Common Pleas

Case Caption: Tasha Jones , plaintiff, et al vs Lyndon Southern Insurance Company
, defendant, et al
Case Number: 2019CP4004650
Type: Order/Electronic Form 4

So Ordered

s/ Clifton B. Newman, 2127

Ex. F

CASE NO. 2019CP4004650

Tasha Jones et al
PLAINTIFF(S)

Lyndon Southern Insurance Company et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
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- 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 Default Judgment (filed on 8/26/2021) is hereby GRANTED.

ORDER INFORMATION

This order ends does not end the case.

See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/18/2022 .

David Starr Cobb for Safe Choice Insurance Llc
Ransome Hayward Helmlly for Lyndon Southern Insurance Company
Dietrich Andre' Lake for Tasha Jones,Shaniqua Thompson
Adam Noah Yount for Jupiter Managing General Agency Inc

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2022 Mar 18 11:17 AM - RICHLAND - COMMON PLEAS - CASE#2019CP4004650

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.



Richland Common Pleas

Case Caption: Tasha Jones , plaintiff, et al vs Lyndon Southern Insurance Company
, defendant, et al

Case Number: 2019CP4004650

Type: Order/Electronic Form 4

So Ordered

Jocelyn Newman

RECEIVED

Aug 21 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Clifton B. Newman, Circuit Court Judge

Case No.: 2019-CP-40-04650

Tasha Jones; and Shaniqua Thompson.....Respondents,

v.

Lyndon Southern Insurance Company,.....Appellant.

PROOF OF SERVICE

The undersigned counsel for the Respondents hereby certifies that the Motion for Remand and Affidavit of Dietrich A. Lake with exhibits was served and delivered upon counsel for the Appellant by email to:

Ransome H. Helmly

rh@helmylaw.com

August 21, 2023

s/Dietrich A. Lake
Dietrich A. Lake #69649
1004 Calhoun Street
Columbia, SC 29201
803-750-8311
Attorney for Respondents

RECEIVED

Aug 21 2023

SC Court of Appeals

The Lake Law Firm, LLC
1004 Calhoun Street
Columbia, SC 29201

Office 803/750-8311

Fax 803/750-8312

Dietrich A. Lake

August 21, 2023

E-File

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
PO Box 11629
Columbia, SC 29211

Re: Tasha Jones; Shaniqua Thompson v. Lyndon Southern Insurance
Company
Appellate Case No.: 2023-001289

Dear Ms. Kitchings:

Enclosed please find the Motion for Remand, the Affidavit of Dietrich Lake with Exhibits, and Proof of Service. Please file the originals and return the stamped copies to me via email.

Please feel free to contact me should you have any additional questions.

With kind regards,

s/Dietrich A. Lake

Dietrich A. Lake

Enclosures

cc: Ransome H. Helmly, Esquire