

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF FLORENCE	)	C/A NO.: 2023-CP-21-00483
	)	
NATIONAL GENERAL INSURANCE COMPANY,	)	
	)	
Plaintiff,	)	<b>ORDER DENYING PLAINTIFF'S MOTION</b>
	)	<b>FOR CONFIRMATION OF ARBITRATION</b>
vs.	)	<b>AWARD AND ENTRY OF JUDGEMENT</b>
	)	<b>RECEIVED</b>
STATE FARM AUTOMOBILE INS. CO.,	)	<b>Sep 18 2023</b>
	)	<b>SC Court of Appeals</b>
Defendant.	)	

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<b>PRESIDING JUDGE:</b>	<b>MICHAEL G. NETTLES</b>
<b>DATE OF HEARING:</b>	<b>MAY 19, 2023</b>
<b>PLAINTIFF'S ATTORNEY:</b>	<b>ROBERT P. GRUBER</b>
<b>DEFENDANT'S ATTORNEY:</b>	<b>JAMES M. SALEEBY, JR</b>

This matter comes before the Court by way of Plaintiff's Motion to Confirm an Arbitration Award pursuant to S.C. Code Ann. §15-48-120. The Motion was argued before me on May 19, 2023, with Robert P. Gruber appearing on behalf of Plaintiff and James M. Saleeby, Jr. appearing on behalf of State Farm Automobile Insurance Company. For the reasons stated herein, the Court denies the Motion.

Plaintiff National General Insurance Company brought this claim after a fire that occurred in a warehouse in Florence, South Carolina. The fire, which occurred on May 9, 2020, caused damage to Plaintiff's insured's motor home stored at the warehouse. Allegedly, the fire originated from the motor home of State Farm's insured also stored at the warehouse. After the Plaintiff paid their insured for the loss of the motor home, it initiated a subrogation claim against Defendant to recover damages. The matter was then submitted to Arbitration Forums, Inc. on or about April 26,

2021 as the Plaintiff and Defendant are each signatories to an Automobile Subrogation Arbitration Agreement.

On or about July 19, 2021, Arbitration Forums. initially issued an award to the Plaintiff in the amount of \$70,120.06. Consistent with applicable arbitration rules (Rule 3-9), State Farm raised the defense of having limited policy limits and having additional exposures within the appropriate time frame.

As a result, on August 24, 2021, Arbitration Forums issued its amended decision and also found that the matter was out of its jurisdiction (*see* Exhibits A and B filed by Defendant on May 18, 2023). The final arbitration decision of Arbitration Forums issued on August 24, 2021 shows a damages award in the amount of \$0.00. That same decision contains a finding that the matter was out of jurisdiction. Jurisdiction is the power of a court or body to decide a matter in controversy. It is the power and authority of a court or body to hear and determine a matter and the power to render a particular judgment. *See Black's Law Dictionary*, 6<sup>th</sup> Ed. In reviewing the final decision of Arbitration Forums, it is evident that body acknowledged it ultimately did not have jurisdiction to render an award in this situation. This is evidenced on the face of the document stating the matter was placed out of jurisdiction and the ultimate award owed being \$0.00.

I find that because the final decision of Arbitration Forums was that it did not have jurisdiction to hear this matter, and also because the final award owed was \$0.00, the Plaintiff's Motion to Confirm the Arbitration Award and Enter Judgment is denied.

**IT IS SO ORDERED.**

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THE HONORABLE MICHAEL G. NETTLES  
CHIEF ADMINISTRATIVE JUDGE FOR THE  
TWELFTH JUDICIAL CIRCUIT

June \_\_\_\_\_, 2023



Florence Common Pleas

**Case Caption:** National General Insurance Company VS State Farm Automobile Ins  
Co  
**Case Number:** 2023CP2100483  
**Type:** Order/Other

So Ordered

s/ The Honorable Michael G. Nettles #2140