

**RECEIVED**

**Oct 25 2023**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Clifton B. Newman, Circuit Court Judge

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Appellate Case No. 2023-001289

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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, Defendants,

Of which

Lyndon Southern Insurance Company is the ..... Appellant.

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**MOTION FOR LATE FILING OF  
APPELLANT’S RETURN TO MOTION TO REMAND**

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Appellant Lyndon Southern Insurance Company (“Lyndon”), through undersigned counsel, respectfully submits this Motion for Late Filing of Appellant’s Return to the Motion to Remand filed by Respondents Tasha Jones and Shaniqua Thompson. Lyndon is filing this motion pursuant to correspondence from this Court dated October 16, 2023. For the reasons set forth herein, Lyndon respectfully requests that leave to file its Return be granted so that the Court can be advised of Lyndon’s position on the Motion to Remand. As explained in the proposed Return, which is attached hereto

as **Exhibit 1**, Lyndon agrees with Respondents that a limited remand to the circuit court is necessary to clarify the status of Lyndon’s post-trial motion—and for a ruling on that motion, if necessary—so that this Court will have appellate jurisdiction. However, it is not necessary to remand for resolution of Respondents’ claims against Jupiter Managing General Agency, Inc. (“Jupiter”). Once Respondents’ claims against Lyndon are fully and finally resolved, an appeal as to those claims will be ripe regardless of whether the claims against Jupiter remain pending.

### ARGUMENT

Lyndon filed its notice of appeal in this matter on August 11, 2023. On August 21, 2023, Respondents filed their Motion to Remand, contending that the Form 4 order entered by the circuit court on July 14, 2023 was not a final order because it did not resolve Lyndon’s post-trial motion.<sup>1</sup> Lyndon agrees with Respondents that a remand is needed to clarify whether the circuit court intended its July 14 Form 4 order to serve as a final order denying Lyndon’s post-trial motion (thereby triggering the 30-day appeal deadline to file a notice of appeal), or merely as an entry of judgment on the jury’s verdict (in which case Lyndon’s post-trial motion is still pending and the appeal deadline has not been triggered). In light of its agreement that a remand is necessary, Lyndon did not initially file a Return to the Motion to Remand.

After the Motion to Remand had been pending for a period of time, Lyndon filed its Return to advise the Court of its agreement with the relief requested and to provide a

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<sup>1</sup> The procedural history underlying the Notice of Appeal and the Motion to Remand is explained in more detail in the Return (Ex. 1).

detailed explanation of the procedural circumstances. In short, Lyndon filed the Return in order to assist the Court in resolving the Motion to Remand so that the parties can return to the circuit court and take whatever steps may be necessary to establish this Court's jurisdiction over Lyndon's appeal.

### CONCLUSION

For the foregoing reasons, Lyndon respectfully requests leave for a late filing of its Return to the Motion to Remand filed by Respondents.

*Signature page follows*

*s/ Kirsten E. Small*

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Greenville, South Carolina  
October 25, 2023

*Attorneys for Appellant*

# **EXHIBIT 1**

**RECEIVED**

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Lyndon Southern Insurance Company,  
Safe Choice Insurance, LLC, and  
Jupiter Managing General Agency, Inc, Defendants,

Of which

Lyndon Southern Insurance Company is the ..... Appellant.

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**RETURN TO  
MOTION TO REMAND**

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Appellant Lyndon Southern Insurance Company (“Lyndon”), through undersigned counsel, respectfully submits this Return to the Motion to Remand filed by Respondents Tasha Jones and Shaniqua Thompson. Lyndon agrees with Respondents that a limited remand to the circuit court is necessary to clarify the status of Lyndon’s post-trial motion—and for a ruling on that motion, if necessary—so that this Court will have appellate jurisdiction. However, it is not necessary to remand for resolution of Respondents’ claims against Jupiter Managing General Agency, Inc. (“Jupiter”). Once

Respondents' claims against Lyndon are fully and finally resolved, an appeal as to those claims will be ripe regardless of whether the claims against Jupiter remain pending.

### BACKGROUND

The matter underlying this appeal 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. Respondents are Tasha Jones, the named insured under a vehicle insurance policy issued by Lyndon, and Shaniqua Thompson, who is covered under the policy as an occupant of Ms. Thompson's vehicle at the relevant time. Respondents were injured on June 15, 2017, when an unknown driver rear-ended Ms. Thompson's car and then fled the scene. As a necessary predicate to obtaining coverage under the UM provision of the Lyndon policy, Respondents pursued a "John Doe" action against the unknown driver. Although only \$42,000 in UM coverage remained,<sup>1</sup> the John Doe action resulted in a judgment of \$50,000 for each Respondent.

Subsequently, Respondents filed the underlying action against Lyndon,<sup>2</sup> alleging breach of contract and bad faith. A true and correct copy of the docket sheet for this action is attached hereto as **Exhibit A**. The second amended complaint, filed on March 19, 2021, added Jupiter as a defendant and alleged additional claims. Jupiter did not file or serve an answer to the second amended complaint. On March 18, 2022, the circuit court entered a Form 4 order granting Respondents' motion for default judgment against Jupiter. *See*

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<sup>1</sup> A second passenger settled his claims with Lyndon and did not participate in the litigation.

<sup>2</sup> Safe Choice Insurance, LLC was also named as a defendant and subsequently settled the claims against it.

Ex. A, at 4. Jupiter thereafter moved to set aside the entry of default. *See id.* That motion remains pending.

Respondents' claims against Lyndon were tried before a jury on June 21-22, 2023. After the circuit court directed a verdict in Respondents' favor as to breach of contract, the jury returned damages on that claim 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 Respondent \$75,000. Finally, the jury awarded each Respondent \$350,000 in punitive damages.

The docket events relevant to the Motion to Remand are as follows:

- **June 23, 2023:** The verdict form is entered into the docket. *See* Ex. A, at 2.
- **June 23, 2023:** The docket reflects four entries for "Judgment," although there is no document associated with any of these entries. *See* Ex. A, at 1-2; *cf.* Rule 58(a)(2), SCRCP ("Every judgment shall be set forth on a separate document.").
- **July 3, 2023:** Lyndon filed its post-trial motion seeking relief under Rules 50(b) and/or 59(a) and 59(e), SCRCP. *See* Rule 59(b), (e), SCRCP (providing that a motion for a new trial or a motion to alter or amend a judgment must be filed "not later than 10 days" after return of the jury verdict or notice of the entry of judgment). A true and correct copy of Lyndon's post-trial motion is attached hereto as **Exhibit B**.
- **July 14, 2023:** The docket reflects an entry for "Order/Electronic Form 4." Ex. A, at 1. The document associated with this docket entry is a Form 4 order, on which the box for "Jury Verdict" is checked, and the text of which reflects the jury's verdict. The order does not reference Lyndon's post-trial motion. A true and correct copy of the Form 4 order is attached hereto as **Exhibit C**.
- **August 11, 2023:** Lyndon filed its notice of appeal.

## ARGUMENT

Once the judgment of the trial court becomes final and appealable, an aggrieved party by the judgment has 30 days to file a notice of appeal. *See* Rule 203(b)(1), SCACR. “The service of a notice of appeal is a jurisdictional requirement, and the time for service may not be extended by this Court.” *Hill v. S.C. Dept. of Health & Envt’l Ctrl.*, 389 S.C. 1, 21, 698 S.E.2d 612, 623 (2010).

If the circuit court intended its July 14, 2023 Form 4 order to be a denial of Lyndon’s post-trial motion, then Lyndon’s notice of appeal was due on or before August 13, 2023. On the other hand, if the circuit court intended its July 14, 2023 Form 4 order to be a “separate document” setting forth the judgment under Rule 58(a)(2) – such that Lyndon’s post-trial motion was not decided and remains pending – then the time for Lyndon to file its notice of appeal has not yet begun to run. *See* Rule 203(b)(1), SCACR (providing that when a timely motion has been filed under Rule 50, 52, or 59, SCRCP, the time to file a notice of appeal “shall run from receipt of written notice of entry of the order granting or denying such motion”); *see also Ex parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 6, 630 S.E.2d 464, 467 (2006) (“An appeal ordinarily may be pursued only after a party has obtained a final judgment.”).

Lyndon agrees with Respondents that if the circuit court has not yet ruled on its post-trial motion, then its notice of appeal was filed prematurely. However, given the ambiguity in the docket with respect to finality and the consequences of a failure to timely notice of appeal, Lyndon filed a notice of appeal within 30 days of the July 14, 2023 order out of an abundance of caution. In view of these circumstances, Lyndon does not oppose

Respondents' motion to remand to the circuit court for the purposes of clarifying whether the July 14, 2023 order was intended to be a ruling on Lyndon's post-trial motion (and if it was not, then for a ruling on that motion).

However, Respondents' secondary contention—that Lyndon cannot appeal the judgment against it until a final judgment has been entered on the claims against Jupiter—is without merit. Where an action involves multiple defendants, an order or judgment resolving all claims against one defendant is final as to that defendant and must be appealed within 30 days, or the right of appeal is forever lost. *See Rodriguez v. Eline*, No. 2006-UP-048, 2006 WL 7285681, at \*3 (S.C. Ct. App. Jan. 20, 2006) (where order was final as to one defendant, plaintiffs were required to appeal as to that defendant within 30 days) (citing *Olson v. Fac. House of Carolina, Inc.*, 344 S.C. 194, 213-14, 544 S.E.2d 38, 48 (Ct. App. 2001)). Accordingly, Lyndon can appeal—indeed, it *must* do so—within 30 days of entry of a final judgment against it, regardless of whether the claims against Jupiter have been resolved by a final judgment.

### CONCLUSION

For the reasons set forth herein, Lyndon agrees that a remand is necessary for the circuit court to clarify whether the July 14, 2023 was intended as a ruling on Lyndon's post-trial motion, or whether that motion remains pending (and if so, to rule on the motion).

*Signature page follows*

*s/Kirsten E. Small*

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Greenville, South Carolina  
October \_\_, 2023

*Attorneys for Appellant*

# EXHIBIT A



# Richland County Fifth Judicial Circuit Public Index



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[City of Columbia Municipal Ct](#)
[S.C. Judicial Department](#)
[Summary Ct Dockets](#)





















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## Tasha Jones , plaintiff, et al vs Lyndon Southern Insurance Company , defendant, et al


<b>Case Number:</b>	2019CP4004650	<b>Court Agency:</b>	Richland County Common Pleas	<b>Filed Date:</b>	08/22/2019
<b>Case Type:</b>	Common Pleas	<b>Case Sub Type:</b>	Breach of Cont 140	<b>File Type:</b>	Jury
<b>Status:</b>	Appeal	<b>Assigned Judge:</b>	Clerk Of Court C P, G S, And Family Court		
<b>Disposition:</b>	Judgment	<b>Disposition Date:</b>	06/23/2023	<b>Disposition Judge:</b>	Newman, Clifton
<b>Original Source Doc:</b>		<b>Original Case #:</b>			
<b>Judgment Number:</b>	2019CP4004650	<b>Court Roster:</b>			

[Case Parties](#)
[Judgments](#)
[Tax Map Information](#)
[Associated Cases](#)
[Actions](#)
[Financials](#)


Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Safe Choice Insurance Llc	NEF(08-18-2023 09:04:52 AM) Stipulation Of Dismissal	Filing		08/18/2023-10:19		
Safe Choice Insurance Llc	Stipulation Of Dismissal as to Safe Choice Insurance Llc	Filing		08/18/2023-09:04		
Lyndon Southern Insurance Company	NEF(08-11-2023 03:48:12 PM) Appeal/Notice of Appeal to C...	Filing		08/14/2023-10:16		
Lyndon Southern Insurance Company	Appeal/Notice of Appeal to Court of Appeals	Filing		08/11/2023-15:48		
Lyndon Southern Insurance Company	Service/Certificate Of Service	Filing		08/11/2023-15:48		
Jones, Tasha	NEF(07-14-2023 09:43:47 AM) Order/Electronic Form 4	Filing		07/14/2023-09:44		
Jones, Tasha	Order/Electronic Form 4	Order		07/14/2023-09:43		
Lyndon Southern Insurance Company	NEF(07-08-2023 10:14:33 AM) Letter/Letter	Filing		07/10/2023-08:56		
Lyndon Southern Insurance Company	Letter/Letter to Judge C. Newman	Filing		07/08/2023-10:14		
Lyndon Southern Insurance Company	NEF(07-03-2023 04:51:04 PM) Motion/JNOV	Filing		07/03/2023-16:55		
Lyndon Southern Insurance Company	Motion/JNOV (Post Trial Motion/Hearing Requested)	Motion		07/03/2023-16:51		
Jones, Tasha	NEF(06-28-2023 03:53:55 PM) Motion/Costs	Filing		06/28/2023-16:15		
Jones, Tasha	Motion/Costs	Motion		06/28/2023-15:53		
Jones, Tasha	Affidavit/Affidavit of Costs	Filing		06/28/2023-15:53		
Lyndon Southern Insurance Company	Judgment/Judgment	Judgment		06/23/2023-11:44		
Thompson, Shaniqua	Judgment/Judgment	Judgment		06/23/2023-11:44		
Jones, Tasha	Judgment/Judgment	Judgment		06/23/2023-		

				11:43		
Lyndon Southern Insurance Company	Judgment/Judgment	Judgment		06/23/2023-11:43		
Jones, Tasha	Order/Jury Verdict	Order		06/23/2023-11:41	06/23/2023-11:41	
Jones, Tasha	Witness And Exhibit List/COURT STAFF ONLY	Filing		06/23/2023-11:40	06/23/2023-11:40	
Safe Choice Insurance Llc	NEF(06-19-2023 02:11:22 PM) Notice/Other	Filing		06/20/2023-15:05	06/23/2023-15:05	
Safe Choice Insurance Llc	Notice of Settlement	Filing		06/19/2023-14:11	06/23/2023-14:11	
Lyndon Southern Insurance Company	NEF(06-08-2023 12:01:30 PM) Motion/Summary Judgment	Filing		06/08/2023-12:17	06/23/2023-12:17	
Lyndon Southern Insurance Company	Motion/Summary Judgment	Motion		06/08/2023-12:01	06/23/2023-12:01	
Yount, Adam Noah	6/19/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		05/26/2023-14:47	06/23/2023-14:47	
Cobb, David Starr	6/19/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		05/26/2023-14:47	06/23/2023-14:47	
Helmly, Ransome Hayward	6/19/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		05/26/2023-14:47	06/23/2023-14:47	
Lake, Dietrich Andre'	6/19/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		05/26/2023-14:47	06/23/2023-14:47	
Safe Choice Insurance Llc	NEF(04-25-2023 09:51:15 AM) Order/Scheduling Order	Filing		04/25/2023-10:05	06/23/2023-10:05	
Safe Choice Insurance Llc	Order/Scheduling Order/trial not before June 19, 2023	Order		04/25/2023-09:51	06/23/2023-09:51	
Safe Choice Insurance Llc	NEF(04-24-2023 11:20:30 AM) Proposed Order/Consent Order	Filing		04/24/2023-12:02	06/23/2023-12:02	
Safe Choice Insurance Llc	Order/Order Cover Sheet \$25.00	Filing		04/24/2023-11:20	06/23/2023-11:20	
Safe Choice Insurance Llc	NEF(04-17-2023 08:54:54 AM) Motion/Continuance	Filing		04/17/2023-10:13	06/23/2023-10:13	
Safe Choice Insurance Llc	Motion/Continuance	Motion		04/17/2023-08:54	06/23/2023-08:54	
Cobb, David Starr	4/24/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		03/31/2023-16:36	06/23/2023-16:36	
Helmly, Ransome Hayward	4/24/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		03/31/2023-16:36	06/23/2023-16:36	
Yount, Adam Noah	4/24/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		03/31/2023-16:36	06/23/2023-16:36	
Lake, Dietrich Andre'	4/24/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		03/31/2023-16:36	06/23/2023-16:36	
Jones, Tasha	NEF(01-24-2023 11:44:36 AM) Order/Electronic Form 4	Filing		01/24/2023-11:44	06/23/2023-11:44	
Jones, Tasha	Form 4 the Court finds that Plaintiff's Motion to Disqualify	Order		01/24/2023-11:44	06/23/2023-11:44	
Jones, Tasha	NEF(01-24-2023 11:41:39 AM) Order/Electronic Form 4	Filing		01/24/2023-11:42	06/23/2023-11:42	
Jones, Tasha	Form 4 the Court finds that Plaintiff's Motion for Summary J	Order		01/24/2023-11:41	06/23/2023-11:41	
Jones, Tasha	NEF(01-17-2023 05:42:40 PM) Memo/Memo in Support	Filing		01/18/2023-08:41	06/23/2023-08:41	
Jones, Tasha	Memo/Memo in Support Of Plaintiff's Motion To Disqualify Cou	Filing		01/17/2023-17:42	06/23/2023-17:42	
Jones, Tasha	Certificate/Certificate of Service	Filing		01/17/2023-17:42	06/23/2023-17:42	   
Helmly, Ransome Hayward	1/17/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		12/20/2022-09:30	06/23/2023-09:30	
Lake, Dietrich Andre'	1/17/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		12/20/2022-09:30	06/23/2023-09:30	
Yount, Adam Noah	1/17/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		12/20/2022-09:30	06/23/2023-09:30	
Cobb, David Starr	1/17/2023_J1_Roster/Notice of Case Roster Publication Sent	Action		12/20/2022-09:30	06/23/2023-09:30	

Jones, Tasha	NEF(12-05-2022 10:48:08 AM) Motion/Status Conference	Filing		12/05/2022-14:43	06/23/2023-14:43	
Jones, Tasha	Motion/Status Conference	Motion		12/05/2022-10:48	06/23/2023-10:48	
Jones, Tasha	NEF(11-10-2022 02:43:05 PM) Motion/Disqualify	Filing		11/10/2022-15:01	06/23/2023-15:01	
Jones, Tasha	NEF(11-10-2022 02:37:29 PM) Motion/Summary Judgment	Filing		11/10/2022-14:58	06/23/2023-14:58	
Jones, Tasha	Motion/Disqualification of Defense Counsel for Lyndon Southe	Motion		11/10/2022-14:43	01/24/2023-14:43	
Jones, Tasha	Motion/Summary Judgment on Issue of Bad Faith as to Lyndon S	Motion		11/10/2022-14:37	01/24/2023-14:37	
Jones, Tasha	Affidavit/Affidavit of Tasha Jones	Filing		11/10/2022-14:37	06/23/2023-14:37	
Jones, Tasha	Affidavit/Affidavit of Shaniqua Thompson	Filing		11/10/2022-14:37	06/23/2023-14:37	
Yount, Adam Noah	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-12:00	06/23/2023-12:00	
Yount, Adam Noah	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-12:00	06/23/2023-12:00	
Cobb, David Starr	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-12:00	06/23/2023-12:00	
Cobb, David Starr	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-12:00	06/23/2023-12:00	
Helmly, Ransome Hayward	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-12:00	06/23/2023-12:00	
Helmly, Ransome Hayward	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-12:00	06/23/2023-12:00	
Lake, Dietrich Andre'	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-12:00	06/23/2023-12:00	
Lake, Dietrich Andre'	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-12:00	06/23/2023-12:00	
Helmly, Ransome Hayward	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-11:07	06/23/2023-11:07	
Helmly, Ransome Hayward	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-11:07	06/23/2023-11:07	
Lake, Dietrich Andre'	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-11:07	06/23/2023-11:07	
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Yount, Adam Noah	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-11:07	06/23/2023-11:07	
Yount, Adam Noah	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-11:07	06/23/2023-11:07	
Cobb, David Starr	10/27/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		10/20/2022-11:07	06/23/2023-11:07	
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Safe Choice Insurance Llc	NEF(09-15-2022 03:20:27 PM) Order/Consent Order	Filing		09/15/2022-15:34	06/23/2023-15:34	
Safe Choice Insurance Llc	Consent Order Continuing Trial Date and Scheduling Order	Order		09/15/2022-15:20	06/23/2023-15:20	
Safe Choice Insurance Llc	NEF(08-23-2022 07:29:04 AM) Motion/Continuance	Filing		08/23/2022-08:39	06/23/2023-08:39	
Safe Choice Insurance Llc	Motion/Continuance	Motion		08/23/2022-07:29	06/23/2023-07:29	
Lake, Dietrich Andre'	9/19/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		08/19/2022-09:29	06/23/2023-09:29	
Yount, Adam Noah	9/19/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		08/19/2022-09:29	06/23/2023-09:29	
Helmly, Ransome Hayward	9/19/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		08/19/2022-09:29	06/23/2023-09:29	
Cobb, David Starr	9/19/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		08/19/2022-09:29	06/23/2023-09:29	
Safe Choice Insurance Llc	NEF(06-03-2022 03:26:55 PM) Order/Consent Order	Filing		06/03/2022-15:28	06/23/2023-15:28	
Safe Choice Insurance Llc	Order of Continuance to September 13th, 2022	Order		06/03/2022-15:26	06/23/2023-15:26	
Lyndon Southern Insurance	NEF(05-31-2022 11:51:04 PM) Motion/Reconsider	Filing		06/01/2022-08:40	06/23/2023-08:40	

<b>Company</b>						
<b>Lyndon Southern Insurance Company</b>	<b>Motion/Reconsider or for Clarification of 5-19-22 Form4 Ord</b>	<b>Motion</b>		<b>05/31/2022-23:51</b>	<b>05/31/2022-23:51</b>	
<b>Safe Choice Insurance Llc</b>	<b>NEF(05-26-2022 06:43:18 AM) Motion/Continuance</b>	<b>Filing</b>		<b>05/26/2022-08:54</b>	<b>06/23/2023-08:54</b>	
<b>Safe Choice Insurance Llc</b>	<b>Motion/Continuance</b>	<b>Motion</b>		<b>05/26/2022-06:43</b>	<b>06/23/2023-06:43</b>	
<b>Safe Choice Insurance Llc</b>	<b>Order/Order Cover Sheet \$25.00</b>	<b>Filing</b>		<b>05/26/2022-06:43</b>	<b>06/23/2023-06:43</b>	
<b>Jones, Tasha</b>	<b>NEF(05-19-2022 01:37:38 PM) Order/Electronic Form 4</b>	<b>Filing</b>		<b>05/19/2022-13:42</b>	<b>06/23/2023-13:42</b>	
<b>Jones, Tasha</b>	<b>Order/Electronic Form 4 Order Plaintiff's Motion to Compel (</b>	<b>Order</b>		<b>05/19/2022-13:37</b>	<b>06/23/2023-13:37</b>	
<b>Safe Choice Insurance Llc</b>	<b>NEF(05-18-2022 02:52:49 PM) Order/Scheduling Order</b>	<b>Filing</b>		<b>05/18/2022-14:53</b>	<b>06/23/2023-14:53</b>	
<b>Safe Choice Insurance Llc</b>	<b>Order/Scheduling Order trial not before July 1, 2022</b>	<b>Order</b>		<b>05/18/2022-14:52</b>	<b>06/23/2023-14:52</b>	
<b>Jones, Tasha</b>	<b>NEF(05-17-2022 04:35:56 PM) ADR/Proof of ADR</b>	<b>Filing</b>		<b>05/17/2022-16:42</b>	<b>06/23/2023-16:42</b>	
<b>Jones, Tasha</b>	<b>ADR/Proof of ADR/Impasse</b>	<b>Action</b>		<b>05/17/2022-16:35</b>	<b>05/17/2022-16:35</b>	
<b>Jones, Tasha</b>	<b>ADR/Deferred</b>	<b>Action</b>		<b>05/13/2022-13:50</b>	<b>05/17/2022-13:50</b>	
<b>Jones, Tasha</b>	<b>NEF(04-05-2022 02:41:16 PM) Motion/Quash</b>	<b>Filing</b>		<b>04/05/2022-19:06</b>	<b>06/23/2023-19:06</b>	
<b>Jones, Tasha</b>	<b>Motion/Quash Subpoena Duces Tecum</b>	<b>Motion</b>		<b>04/05/2022-14:41</b>	<b>10/27/2022-14:41</b>	
<b>Safe Choice Insurance Llc</b>	<b>NEF(03-31-2022 01:51:20 PM) Order/Scheduling Order</b>	<b>Filing</b>		<b>03/31/2022-13:53</b>	<b>06/23/2023-13:53</b>	
<b>Safe Choice Insurance Llc</b>	<b>Order/Scheduling Order trial not before July 21, 2022</b>	<b>Order</b>		<b>03/31/2022-13:51</b>	<b>06/23/2023-13:51</b>	
<b>Jupiter Managing General Agency Inc</b>	<b>NEF(03-31-2022 07:18:18 AM) Motion/Set Aside Default</b>	<b>Filing</b>		<b>03/31/2022-08:29</b>	<b>06/23/2023-08:29</b>	
<b>Jupiter Managing General Agency Inc</b>	<b>Motion/Set Aside Entry of Default</b>	<b>Motion</b>		<b>03/31/2022-07:18</b>	<b>10/27/2022-07:18</b>	 
<b>Jones, Tasha</b>	<b>NEF(03-18-2022 11:17:48 AM) Order/Electronic Form 4</b>	<b>Filing</b>		<b>03/18/2022-11:19</b>	<b>06/23/2023-11:19</b>	
<b>Jones, Tasha</b>	<b>Electronic Form 4 Order Plaintiff's Motion for Default Judgm</b>	<b>Order</b>		<b>03/18/2022-11:17</b>	<b>06/23/2023-11:17</b>	
<b>Jones, Tasha</b>	<b>NEF(03-17-2022 03:52:32 PM) Memo/Memo in Support</b>	<b>Filing</b>		<b>03/18/2022-08:57</b>	<b>06/23/2023-08:57</b>	
<b>Jones, Tasha</b>	<b>Memo/Memo in Support of Motion to Compel &amp; for Other Relief</b>	<b>Filing</b>		<b>03/17/2022-15:52</b>	<b>06/23/2023-15:52</b>	
<b>Lyndon Southern Insurance Company</b>	<b>NEF(03-14-2022 11:47:20 PM) Memo/Memo in Opposition</b>	<b>Filing</b>		<b>03/15/2022-08:39</b>	<b>06/23/2023-08:39</b>	
<b>Lyndon Southern Insurance Company</b>	<b>Memo/Memo in Opposition To Plaintiff's Motion To Strike</b>	<b>Filing</b>		<b>03/14/2022-23:47</b>	<b>06/23/2023-23:47</b>	
<b>Jones, Tasha</b>	<b>NEF(03-14-2022 04:22:12 PM) Memo/Memo in Support</b>	<b>Filing</b>		<b>03/14/2022-19:34</b>	<b>06/23/2023-19:34</b>	
<b>Jones, Tasha</b>	<b>Memo/Memo in Support of Motion to Compel &amp; for Other Relief</b>	<b>Filing</b>		<b>03/14/2022-16:22</b>	<b>06/23/2023-16:22</b>	
<b>Safe Choice Insurance Llc</b>	<b>NEF(03-09-2022 01:52:40 PM) Proposed Order/Scheduling Or...</b>	<b>Filing</b>		<b>03/09/2022-13:56</b>	<b>06/23/2023-13:56</b>	
<b>Safe Choice Insurance Llc</b>	<b>Order/Order Cover Sheet \$25.00</b>	<b>Filing</b>		<b>03/09/2022-13:52</b>	<b>06/23/2023-13:52</b>	
<b>Safe Choice Insurance Llc</b>	<b>NEF(03-09-2022 01:29:27 PM) Proposed Order/Scheduling Or...</b>	<b>Filing</b>		<b>03/09/2022-13:36</b>	<b>06/23/2023-13:36</b>	
<b>Safe Choice Insurance Llc</b>	<b>Order/Order Cover Sheet \$25.00</b>	<b>Filing</b>		<b>03/09/2022-13:29</b>	<b>06/23/2023-13:29</b>	
<b>Jupiter Managing General Agency Inc</b>	<b>NEF(03-08-2022 02:40:57 PM) Affidavit/Affidavit of</b>	<b>Filing</b>		<b>03/08/2022-15:25</b>	<b>06/23/2023-15:25</b>	
<b>Jupiter Managing General Agency Inc</b>	<b>Affidavit/Affidavit of Brian Brown In Opposition To Plaintiff</b>	<b>Filing</b>		<b>03/08/2022-14:40</b>	<b>06/23/2023-14:40</b>	

Jupiter Managing General Agency Inc	NEF(03-07-2022 06:48:59 PM) Answer/Answer	Filing		03/08/2022-08:49	06/23/2023-08:49	
Jupiter Managing General Agency Inc	Answer/Answer To Amended Complaint of Jupiter Managing Gener	Filing		03/07/2022-18:48	06/23/2023-18:48	
Jupiter Managing General Agency Inc	NEF(03-07-2022 06:46:40 PM) Notice/Notice of Appearance	Filing		03/07/2022-18:47	06/23/2023-18:47	
Jupiter Managing General Agency Inc	Notice/Notice of Appearance	Filing		03/07/2022-18:46	06/23/2023-18:46	
Jones, Tasha	NEF(03-03-2022 12:18:49 PM) Memo/Memo in Support	Filing		03/03/2022-12:21	06/23/2023-12:21	
Jones, Tasha	Memo/Memo in Support of Motion to Compel & for Other Relief	Filing		03/03/2022-12:18	06/23/2023-12:18	
Lake, Dietrich Andre'	4/4/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		03/03/2022-10:07	06/23/2023-10:07	
Cobb, David Starr	4/4/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		03/03/2022-10:07	06/23/2023-10:07	
Helmly, Ransome Hayward	4/4/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		03/03/2022-10:07	06/23/2023-10:07	
Cobb, David Starr	3/8/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		02/22/2022-15:37	06/23/2023-15:37	
Cobb, David Starr	3/8/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		02/22/2022-15:37	06/23/2023-15:37	
Lake, Dietrich Andre'	3/8/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		02/22/2022-15:37	06/23/2023-15:37	
Lake, Dietrich Andre'	3/8/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		02/22/2022-15:37	06/23/2023-15:37	
Helmly, Ransome Hayward	3/8/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		02/22/2022-15:37	06/23/2023-15:37	
Helmly, Ransome Hayward	3/8/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		02/22/2022-15:37	06/23/2023-15:37	
Jones, Tasha	NEF(02-14-2022 04:58:21 PM) Order/Electronic Form 4	Filing		02/14/2022-16:58	06/23/2023-16:58	
Jones, Tasha	Electronic Form 4 Order Status conference held on February 1	Order		02/14/2022-16:58	06/23/2023-16:58	
Safe Choice Insurance Llc	NEF(02-14-2022 04:47:13 PM) Order/Continuance	Filing		02/14/2022-16:52	06/23/2023-16:52	
Safe Choice Insurance Llc	Order Continuing Trial Date	Order		02/14/2022-16:47	06/23/2023-16:47	
Jones, Tasha	NEF(02-14-2022 01:14:35 PM) Motion/Strike	Filing		02/14/2022-14:06	06/23/2023-14:06	
Jones, Tasha	Motion To Compel Discovery And For An Order To Strike The De	Motion		02/14/2022-13:14	03/18/2022-13:14	
Safe Choice Insurance Llc	NEF(02-08-2022 02:42:45 PM) Proposed Order/Continuance	Filing		02/08/2022-14:54	06/23/2023-14:54	
Safe Choice Insurance Llc	Order/Order Cover Sheet \$25.00	Filing		02/08/2022-14:42	06/23/2023-14:42	
Safe Choice Insurance Llc	NEF(02-08-2022 02:08:35 PM) Motion/Continuance	Filing		02/08/2022-14:17	06/23/2023-14:17	
Safe Choice Insurance Llc	Motion/Continuance	Motion		02/08/2022-14:08	02/14/2021-14:08	
Safe Choice Insurance Llc	NEF(02-08-2022 12:57:30 PM) Motion/Status Conference	Filing		02/08/2022-13:39	06/23/2023-13:39	
Safe Choice Insurance Llc	Motion/Status Conference	Motion		02/08/2022-12:57	02/14/2022-12:57	
Cobb, David Starr	2/14/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		01/13/2022-10:46	06/23/2023-10:46	
Helmly, Ransome Hayward	2/14/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		01/13/2022-10:46	06/23/2023-10:46	
Lake, Dietrich Andre'	2/14/2022_J1_Roster/Notice of Case Roster Publication Sent	Action		01/13/2022-10:46	06/23/2023-10:46	
Safe Choice Insurance Llc	Decline to Sign:Order/Compel	Filing		11/04/2021-09:03	06/23/2023-09:03	
Safe Choice Insurance Llc	NEF(11-03-2021 07:52:49 AM) Proposed Order/Compel	Filing		11/03/2021-08:58	06/23/2023-08:58	
Safe Choice Insurance Llc	Order/Order Cover Sheet \$25.00	Filing		11/03/2021-07:52	06/23/2023-07:52	

Jones, Tasha	NEF(09-03-2021 11:27:22 AM) Letter/Letter	Filing		09/03/2021-11:27	06/23/2023-11:27	
Jones, Tasha	Letter from Attorney Requesting Status Conference	Filing		09/03/2021-11:27	06/23/2023-11:27	
Lake, Dietrich Andre'	9/27/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		08/31/2021-16:25	06/23/2023-16:25	
Cobb, David Starr	9/27/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		08/31/2021-16:25	06/23/2023-16:25	
Helmly, Ransome Hayward	9/27/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		08/31/2021-16:25	06/23/2023-16:25	
Lyndon Southern Insurance Company	NEF(08-26-2021 06:52:57 PM) Answer/Answer To Amended Com...	Filing		08/27/2021-08:27	06/23/2023-08:27	
Lyndon Southern Insurance Company	Answer/Answer To Amended Complaint of Lyndon Southern Insura	Filing		08/26/2021-18:52	06/23/2023-18:52	
Jones, Tasha	NEF(08-26-2021 03:54:25 PM) Motion/Default Judgment	Filing		08/26/2021-16:00	06/23/2023-16:00	
Jones, Tasha	Motion/Default Judgment	Motion		08/26/2021-15:54	03/18/2022-15:54	   
Jones, Tasha	NEF(06-21-2021 12:28:30 PM) Service/Affidavit Of Service	Filing		06/21/2021-12:35	06/23/2023-12:35	
Jones, Tasha	Service/Affidavit Of Service on Jupiter Managing General Age	Filing		06/21/2021-12:28	06/23/2023-12:28	
Jones, Tasha	NEF(04-30-2021 02:34:33 PM) Order/Other	Filing		04/30/2021-14:34	06/23/2023-14:34	
Jones, Tasha	Order Motion to Compel Discovery is Granted	Order		04/30/2021-14:34	06/23/2023-14:34	
Safe Choice Insurance Llc	NEF(04-30-2021 08:43:13 AM) Answer/Answer To Amended Com...	Filing		04/30/2021-08:48	06/23/2023-08:48	
Safe Choice Insurance Llc	Answer/Answer To Amended Complaint of Safe Choice Insurance	Filing		04/30/2021-08:43	06/23/2023-08:43	
Jones, Tasha	NEF(04-20-2021 01:34:14 PM) Order/Order Cover Sheet \$25....	Filing		04/20/2021-14:10	06/23/2023-14:10	
Jones, Tasha	Order/Order Cover Sheet \$25.00	Filing		04/20/2021-13:34	06/23/2023-13:34	
Cobb, David Starr	1/4/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		04/14/2021-10:21	06/23/2023-10:21	
Lake, Dietrich Andre'	1/4/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		04/14/2021-10:21	06/23/2023-10:21	
Helmly, Ransome Hayward	1/4/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		04/14/2021-10:21	06/23/2023-10:21	
Jones, Tasha	NEF(03-19-2021 02:22:24 PM) Amended/Amended Summons And ...	Filing		03/19/2021-14:26	06/23/2023-14:26	
Jones, Tasha	Amended/Amended Summons And Complaint	Filing		03/19/2021-14:22	06/23/2023-14:22	
Jones, Tasha	NEF(03-19-2021 11:58:54 AM) Order/Amend	Filing		03/19/2021-11:59	06/23/2023-11:59	
Jones, Tasha	MOTION AND CONSENT ORDER TO AMEND COMPLAINT TO ADD DEFENDA	Order		03/19/2021-11:58	06/23/2023-11:58	
Jones, Tasha	NEF(03-18-2021 04:09:56 PM) Proposed Order/Amend	Filing		03/19/2021-09:54	06/23/2023-09:54	
Jones, Tasha	Order/Order Cover Sheet \$25.00	Filing		03/18/2021-16:09	06/23/2023-16:09	
Jones, Tasha	NEF(03-16-2021 05:04:37 PM) Case Status Update	Filing		03/17/2021-08:27	06/23/2023-08:27	
Jones, Tasha	Case Status Update / Requesting a Status Conference	Action		03/16/2021-17:04	06/23/2023-17:04	
Lake, Dietrich Andre'	1/4/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		03/11/2021-11:22	06/23/2023-11:22	
Cobb, David Starr	1/4/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		03/11/2021-11:22	06/23/2023-11:22	
Helmly, Ransome Hayward	1/4/2021_J1_Roster/Notice of Case Roster Publication Sent	Action		03/11/2021-11:22	06/23/2023-11:22	
Jones, Tasha	NEF(01-11-2021 08:47:18 AM) Order/Electronic Form 4	Filing		01/11/2021-08:47	06/23/2023-08:47	
Jones, Tasha	Form 4 The Motion to Compel (filed 9/21/20) heard on January	Order		01/11/2021-08:47	06/23/2023-08:47	

Jones, Tasha	NEF(12-30-2020 03:18:56 PM) Memo/Memo	Filing		12/30/2020-16:47	06/23/2023-16:47	
Jones, Tasha	Memorandum In Support of Motion To Compel And For Other Re	Filing		12/30/2020-15:18	06/23/2023-15:18	   
Cobb, David Starr	1/6/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/21/2020-13:09	06/23/2023-13:09	
Lake, Dietrich Andre'	1/6/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/21/2020-13:09	06/23/2023-13:09	
Helmly, Ransome Hayward	1/6/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		12/21/2020-13:09	06/23/2023-13:09	
Lyndon Southern Insurance Company	NEF(11-30-2020 02:18:57 PM) Order/Consent Order	Filing		11/30/2020-14:19	06/23/2023-14:19	
Lyndon Southern Insurance Company	Consent Order on Plaintiff's Motion to Compel	Order		11/30/2020-14:18	06/23/2023-14:18	
Lyndon Southern Insurance Company	NEF(11-23-2020 09:25:46 AM) Proposed Order/Consent Order	Filing		11/23/2020-09:54	06/23/2023-09:54	
Lyndon Southern Insurance Company	Order/Order Cover Sheet \$25.00	Filing		11/23/2020-09:25	06/23/2023-09:25	
Jones, Tasha	NEF(09-21-2020 03:57:34 PM) Motion/Discovery and Disclos...	Filing		09/21/2020-16:04	06/23/2023-16:04	
Jones, Tasha	Motion/Compel Discovery	Motion		09/21/2020-15:57	01/11/2021-14:34	
Jones, Tasha	NEF(08-20-2020 04:48:07 PM) Order/Electronic Form 4	Filing		08/20/2020-16:48	06/23/2023-16:48	
Jones, Tasha	Electronic Form 4 Order Defendant Safe Choice Insurance, LLC	Order		08/20/2020-16:48	06/23/2023-16:48	
Lyndon Southern Insurance Company	NEF(07-21-2020 09:14:00 AM) Letter/Letter	Filing		07/21/2020-10:29	06/23/2023-10:29	
Lyndon Southern Insurance Company	Letter/Memo Filed in Error	Filing		07/21/2020-09:14	06/23/2023-09:14	
Lyndon Southern Insurance Company	NEF(07-20-2020 05:26:10 PM) Memo/Memo in Support	Filing		07/21/2020-07:59	06/23/2023-07:59	
Lyndon Southern Insurance Company	FILED IN ERROR/Amended Memo in Support of Rule 60b Motion	Filing		07/20/2020-17:26	06/23/2023-17:26	
Safe Choice Insurance Llc	NEF(07-06-2020 09:17:04 AM) Memo/Memo	Filing		07/06/2020-09:22	06/23/2023-09:22	
Safe Choice Insurance Llc	Memorandum In Support Of Its Summary Judgment Motion	Filing		07/06/2020-09:17	06/23/2023-09:17	 
Jones, Tasha	NEF(06-26-2020 01:40:37 PM) Memo/Memo in Support	Filing		06/26/2020-20:52	06/23/2023-20:52	
Jones, Tasha	Memo/Memo in Support Motion for Summary Judgment	Filing		06/26/2020-13:40	06/23/2023-13:40	  
Safe Choice Insurance Llc	NEF(06-25-2020 07:30:51 AM) Memo/Memo in Support	Filing		06/25/2020-08:35	06/23/2023-08:35	
Safe Choice Insurance Llc	Memo/2nd Memo in Support of Motion for Summary Judgment	Filing		06/25/2020-07:30	06/23/2023-07:30	  
Jones, Tasha	ADR/Notice of ADR	Action		06/11/2020-11:28	05/13/2022-11:28	
Jones, Tasha	NEF(05-15-2020 05:42:56 PM) Order/Electronic Form 4	Filing		05/15/2020-17:43	06/23/2023-17:43	
Jones, Tasha	Form 4 Defendant Safe Choice's Motion for Summary Judgment (	Order		05/15/2020-17:42	06/23/2023-17:42	
Safe Choice Insurance Llc	NEF(05-15-2020 06:42:21 AM) Memo/Memo in Support	Filing		05/15/2020-07:23	06/23/2023-07:23	
Safe Choice Insurance Llc	Memo/Memo in Support of Motion for Summary Judgment	Filing		05/15/2020-06:42	06/23/2023-06:42	
Jones, Tasha	NEF(05-13-2020 12:36:25 PM) Memo/Memo in Opposition	Filing		05/13/2020-12:49	06/23/2023-12:49	
Jones, Tasha	Memo/Memo in Opposition Of Denial Of Safe Choice's Motion Fo	Filing		05/13/2020-12:36	06/23/2023-12:36	   

Helmly, Ransome Hayward	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Cobb, David Starr	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Cobb, David Starr	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Cobb, David Starr	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Helmly, Ransome Hayward	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Helmly, Ransome Hayward	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Lake, Dietrich Andre'	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Lake, Dietrich Andre'	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Lake, Dietrich Andre'	5/15/2020_MOTION_Roster/Notice of Motions Roster Publication	Action		04/30/2020-12:48	06/23/2023-12:48	
Jones, Tasha	ADR/Alternative Dispute Resolution (Workflow)	Action		03/19/2020-12:16	06/11/2020-12:16	
Jones, Tasha	NEF(03-13-2020 11:28:35 AM) ADR/Notice of ADR	Filing		03/13/2020-11:28	06/23/2023-11:28	
Jones, Tasha	NEF(02-26-2020 10:42:49 AM) Order/Protection from Court ...	Filing		02/26/2020-10:43	06/23/2023-10:43	
Jones, Tasha	Order/Protection from Court Appearance	Order		02/26/2020-10:42	06/23/2023-10:42	
Jones, Tasha	NEF(02-25-2020 10:44:28 AM) Proposed Order/Protection fr...	Filing		02/25/2020-11:35	06/23/2023-11:35	
Jones, Tasha	Order/Order Cover Sheet \$25.00	Filing		02/25/2020-10:44	06/23/2023-10:44	
Safe Choice Insurance Llc	NEF(01-31-2020 02:45:31 PM) Motion/Summary Judgment	Filing		01/31/2020-15:08	06/23/2023-15:08	
Safe Choice Insurance Llc	Motion/Summary Judgment	Motion		01/31/2020-14:45	05/15/2020-14:45	
Jones, Tasha	NEF(01-16-2020 12:10:46 PM) Motion/Compel	Filing		01/16/2020-12:35	06/23/2023-12:35	
Jones, Tasha	NEF(01-16-2020 12:05:16 PM) Motion/Compel	Filing		01/16/2020-12:19	06/23/2023-12:19	
Jones, Tasha	Motion/Compel Discovery	Motion		01/16/2020-12:10	11/30/2020-12:10	
Jones, Tasha	Motion/Compel Discovery	Motion		01/16/2020-12:05	11/30/2020-12:05	
Safe Choice Insurance Llc	NEF(10-14-2019 08:12:01 AM) Answer/Answer	Filing		10/14/2019-08:47	06/23/2023-08:47	
Safe Choice Insurance Llc	Answer Of Safe Choice Insurance Llc	Filing		10/14/2019-08:12	06/23/2023-08:12	
Safe Choice Insurance Llc	Notice/Notice of Appearance	Filing		10/14/2019-08:12	06/23/2023-08:12	
Lyndon Southern Insurance Company	NEF(10-01-2019 04:53:57 PM) Answer/Answer	Filing		10/02/2019-12:12	06/23/2023-12:12	
Lyndon Southern Insurance Company	Answer/Answer	Filing		10/01/2019-16:53	06/23/2023-16:53	
Lyndon Southern Insurance Company	Notice/Notice of Appearance	Filing		10/01/2019-16:53	06/23/2023-16:53	
Jones, Tasha	NEF(08-28-2019 08:50:18 AM) Service/Acceptance Of Servic...	Filing		08/28/2019-09:09	06/23/2023-09:09	
Jones, Tasha	Service/Acceptance Of Service on Lyndon Southern Insurance C	Filing		08/28/2019-08:50	06/23/2023-08:50	
Jones, Tasha	NEF(08-23-2019 12:51:46 PM) Amended/Amended Summons And ...	Filing		08/23/2019-14:12	06/23/2023-14:12	
Jones, Tasha	Amended/Amended Summons And Complaint	Filing		08/23/2019-12:51	06/23/2023-12:51	
Jones, Tasha	Summons & Complaint	Filing		08/22/2019-12:16	06/23/2023-12:16	

# EXHIBIT B

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.	)	
	)	

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**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), SCRCPP, or in the alternative, for a new trial absolute or a new trial *nisi remittitur* pursuant to Rule 59(a), SCRCPP; or in the alternative, to alter or amend the judgment pursuant to Rule 59(e), SCRCPP; 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**”).<sup>1</sup> 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.

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<sup>1</sup> 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), SCRCPP, 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).<sup>2</sup> Accordingly, it was error to send any claims by Ms.

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<sup>2</sup> 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

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(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), SCRPC, 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), SCRPC, 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), SCRCP, 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.<sup>3</sup> 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

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<sup>3</sup> 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)

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*Attorney for Defendant Lyndon Southern Insurance  
Company*

July 3, 2023

Mt. Pleasant, South Carolina

# EXHIBIT C

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.

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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

**RECEIVED**

**Oct 25 2023**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM RICHLAND COUNTY  
Court of Common Pleas

Clifton B. Newman, Circuit Court Judge

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Appellate Case No. 2023-001289

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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, Defendants,

Of which

Lyndon Southern Insurance Company is the ..... Appellant.

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**PROOF OF SERVICE**

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I certify that I have served the foregoing Motion for Late Filing of Appellant's Return to Motion to Remand on Respondents Tasha Jones and Shaniqua Thompson by emailing a copy of the same to the following counsel of record for Respondents, using the email addresses listed below:

Dietrich Andre' Lake, [dietrich@thelakelawfirm.org](mailto:dietrich@thelakelawfirm.org)

October 25, 2023

*s/ Kirsten E. Small*

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