

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Jean H. Toal, Circuit Court Judge

Case No. 2020-CP-40-02098

RECEIVED

APR 23 2024

SC Court of Appeals

Covil Corporation, by and
through its duly appointed
Receiver Peter D. Protopapas,

Respondent,

v.

Pennsylvania National Mutual
Casualty Insurance Company,

Appellant.

(1) Order Approving Covil Corporation's Report on Attorney's Fees and Costs, dated April 5, 2024, and received by Appellant on April 5, 2024

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Covil Corporation, by and through its duly appointed Receiver Peter D. Protopapas,

Plaintiff,

v.

Pennsylvania National Mutual Casualty Insurance Company.; Sam J. Crain & Co., Inc.; and South Carolina Property and Casualty Insurance Guaranty Association,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2020-CP-40-02098

ORDER APPROVING COVIL CORPORATION'S REPORT ON ATTORNEY'S FEES AND COSTS

RECEIVED

APR 28 2024

SC Court of Appeals

Before the Court is Covil Corporation's ("Covil"), by and through it duly appointed Receiver Peter D. Protopapas, Report on the Receiver's Attorney's Fees and Costs ("Report"), and, along for *in camera* review, unredacted exhibits for fees and costs from the law firms of Morgan Lewis, Smith Robinson, John B. White JR. P.A. Law Firm, and Rikard & Protopapas, LLC. The Receiver requests the approval of reasonable attorney's fees and costs, following the bench trial of the above captioned matter. The non-jury trial against Pennsylvania National Mutual Casualty Insurance Company ("Penn National") by Covil concluded on November 28, 2023, and this Court entered a Final Order on March 1, 2024, resolving (1) disputes on the interpretation, meaning, and application of insurance policies issued by Penn National related to underlying asbestos claims; and (2) an evidentiary hearing on spoliation. The Court held the Receiver, on behalf of Covil, is entitled to judgment on his declaratory relief claims as well as a finding that Penn National has, deliberately or with gross negligence, destroyed historic comprehensive general liability insurance policies, and thus justifying a spoliation order.

The Receiver now requests this Court approve the reasonable attorney's fees and costs requested. The Court is guided by the six-factor *Glasscock* analysis.¹ *See Glasscock v. Glasscock*, 304 S.C. 158, 161, 403 S.E.2d 313, 315 (1991). Additionally, this Court has the discretion to award attorney fees and costs. *See Taylor v. Taylor*, 333 S.C. 209, 215, 508 S.E.2d 50, 54 (Ct. App. 1998).

The Court adopts verbatim the *Glasscock* analysis as stated by the Receiver in its Report and is hereby incorporated in this Order. The *Glasscock* factors weigh heavily in favor of approving the requested amount of attorney's fees and costs. Further, the Court has reviewed the *in camera* submissions by the Receiver and the law firms involved in the litigation of this matter, and finds the requested amounts reasonable in light of the *Glasscock* analysis. Therefore, the Court GRANTS the Receiver's request for \$2,457,108.50 for attorney's fees and \$306,092.97 for costs.

AND IT IS SO ORDERED.

[JUDGE'S SIGNATURE PAGE FOLLOWS]

¹ The Court considers: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3): professional standing of counsel; (4) contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services.



Richland Common Pleas

Case Caption: Covil Corporation By And Through Its Receiver , plaintiff, et al vs
Pennsylvania National Mutual Casualty Insurance Co , defendant, et al
Case Number: 2020CP4002098
Type: Order/Attorney Fees

So Ordered

Jean H. Toal