

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)
KEVA KEYES,)
Plaintiff,)
vs.)
DAVID ASHLEY BRADWELL AND)
CHARLESTON HEATING & AIR, LLC,)
Defendants.)

IN THE COURT OF COMMON PLEAS
THE NINTH JUDICIAL CIRCUIT
CASE NO.: 2020-CP-10-05674

**ORDER DENYING DEFENDANTS’
MOTION FOR NEW TRIAL**

RECEIVED
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SC Court of Appeals

This matter is before the Court on Defendants’ Motion for a New Trial pursuant to Rule 59(a) of the South Carolina Rules of Civil Procedure. Having reviewed the parties’ submissions, including Defendants’ Motion and Plaintiff’s Memorandum in Opposition, the Court finds that Defendants have not met the standard required to disturb the jury’s verdict.

Accordingly, Defendants’ Motion for a New Trial is **DENIED**.

LEGAL STANDARD

Rule 59(a) allows a party to seek a new trial based on judicial errors in evidence admission or counsel’s conduct, if such errors significantly compromise the fairness of the trial. The decision to grant a new trial rests within the Court’s discretion and is only appropriate where a trial judge finds the original verdict unsupported by evidence or impacted by a prejudicial legal error. Precedent such as *Daves v. Cleary*, 355 S.C. 216, 231, 584 S.E.2d 423, 430 (Ct. App. 2003) (citing *Stevens v. Allen*, 336 S.C. 439, 446, 520 S.E.2d 625, 628 29 (Ct.App.1999)) confirms the discretion of the trial court in upholding a verdict barring errors of law or unsupported outcomes.

DEFENDANTS' ARGUMENTS AND COURT'S ANALYSIS

I. Pre-Trial Ruling on Amended Pleadings

Defendants argue that the Court's decision to permit Plaintiff to mention Defendants' last-minute admission of liability, while prohibiting reference to Plaintiff's prior ad damnum of \$10 million, created unfair prejudice. Defendants contend that the exclusion of Plaintiff's amendment undermined their ability to counter Plaintiff's narrative regarding Defendants' delay in accepting liability.

The Court finds this argument unpersuasive. Plaintiff's brief rightly asserts that the exclusion of the ad damnum amount was appropriate, given its potential to unfairly bias the jury. Reference to Plaintiff's amended complaint was not relevant to the factual basis of the claims or defenses at trial and was unrelated to the jury's deliberation on the actual damages. Moreover, the Court's decision to allow Plaintiff to address Defendants' delayed admission of liability was warranted, given the context that Defendants' initial denial of responsibility prolonged the litigation. This decision aligns with South Carolina's evidentiary standards permitting relevant contextual information to be introduced under Rule 401.

II. Plaintiff's Closing Argument and Insurance Reference

Defendants argue that Plaintiff's counsel's reference to Plaintiff "working to pay her medical bills" improperly implied insurance coverage, thus confusing and prejudicing the jury. Defendants assert that the mention of Plaintiff's ongoing financial burden unfairly impacted the jury's view of Plaintiff's injuries and their permanency.

The Court rejects this argument. Plaintiff's counsel's comment was an accurate reflection of Plaintiff's economic circumstances and did not reference or imply insurance. Plaintiff's

opposition brief makes clear that this statement did not violate the pretrial order excluding insurance references. As *Vinson v. Hartley*, 324 S.C. 389, 404, 477 S.E.2d 715, 723 (Ct. App. 1996) (citing *Rush v. Blanchard*, 310 S.C. 375, 426 S.E.2d 802 (1993)) underscores, a motion for a new trial cannot be based on opposing counsel's truthful representation of facts, and no substantial prejudicial impact has been shown here.

Additionally, the Court's response to the jury's question about insurance was sufficient and effective. Jurors are not blank slates; they bring their experiences and knowledge to bear in deliberations. The Court's curative instruction eliminated any potential confusion regarding insurance, enabling the jury to reach a verdict based solely on admissible evidence.

CONCLUSION

The Court finds that Defendants have not demonstrated any error in law or procedure that justifies overturning the jury's verdict. The trial was conducted in a fair manner, and the evidentiary and procedural rulings made by the Court were within its discretion. The jury's verdict of \$1.625 million was sound, consistent with the evidence presented, and unaffected by any unfair prejudice or improper influence.

IT IS THEREFORE ORDERED that Defendants' Motion for a New Trial is DENIED.

AND IT IS SO ORDERED.

[E-SIGNATURE FOLLOWS]



Charleston Common Pleas

Case Caption: Keva Keyes VS Charleston Heating & Air Llc , defendant, et al

Case Number: 2020CP1005674

Type: Order/Other

It is so ordered.

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