

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

James B. Jackson, Master-in-Equity

Case No. 2020-001254

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S.C. SUPREME COURT

Kacey Green and Charinrath Green,

Respondents,

v.

Mervin Lee Johnson,

Petitioner.

BRIEF OF RESPONDENTS

s/ Virginia W. Williams

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TABLE OF CONTENTS

	Page
TABLE OF AUTHORITIES	3
STATEMENT OF ISSUES ON APPEAL	3
STATEMENT OF THE CASE.....	3
ARGUMENT.....	7
1. Whether the trial court’s decision reducing the default judgment award was based on evidence timely presented	7
2. Whether the trial court erred in accepting new evidence presented by Johnson at his Rule 59(e) motion hearing on July 13, 2020.....	14
3. Whether the trial court provided factual findings to support a punitive damages award.....	15
4. Whether Johnson’s appeal is distinguished from <i>McClurg v. Deaton</i>	16
5. Policy Arguments.....	18

TABLE OF AUTHORITIES

Cases

<u>Clark v. Cantrell</u> , 339 S.C. 369, 382, 529 S.E.2d 528, 533 (2000)	10
<u>Com. Credit Loans, Inc. v. Riddle</u> , 334 S.C. 176, 512 S.E.2d 123 (Ct. App. 1999)	8
<u>Crestwood Golf Club, Inc. v. Potter</u> , 328 S.C. 201, 493 S.E.2d 826 (1997)	8
<u>Graham v. Town of Loris</u> , 272 S.C. 442, 248 S.E.2d 594 (1978)	17
<u>Hewett v. Frye</u> , 313 S.C. 77, 80, 437 S.E.2d 591, 593 (Ct. App. 1993).....	9
<u>Hickman v. Hickman</u> , 301 S.C. 455, 456, 392 S.E.2d 481, 482 (Ct. App. 1990)	7
<u>McClurg v. Deaton</u> , 380 S.C. 563, 573, 380 S.C. 563, 573, 671 S.E.2d 87, 92 (Ct. App. 2008), <u>aff'd</u> , 395 S.C. 85, 716 S.E.2d 887 (2011).....	16, 17
<u>Patterson v. Reid</u> , 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct.App.1995)	8
<u>Thompson v. Hammond</u> , 299 S.C. 116, 382 S.E.2d 900 (1989)	17

Rules

SCRE Rule 408.....	9
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STATEMENT OF ISSUES ON APPEAL

1. Whether the trial court’s decision reducing the default judgment award was based on evidence timely presented
2. Whether the trial court erred in accepting new evidence presented by Johnson at his Rule 59(e) motion hearing on July 13, 2020
3. Whether the trial court provided factual findings to support a punitive damages award
4. Whether Johnson’s appeal is distinguished from *McClurg v. Deaton*

STATEMENT OF THE CASE

Respondents, Kacey and Charinrath Green (collectively “Greens” or “Respondents”) initiated this action by Summons and Complaint, filed in the Orangeburg Court of Common Pleas on January 11, 2019, alleging negligence, recklessness, carelessness, willfulness, wantonness, and gross negligence. App. pp. 34-39. Despite being properly served, Appellant Mervin Lee Johnson

(“Johnson” or “Appellant”) failed to timely answer and a default order was entered on March 8, 2019. Following a damages hearing on May 22, 2019, an Order (“Damages Order”) was entered on June 5, 2019, awarding Plaintiffs \$1,760,000.00. App. pp. 2-12. Of note, there have been no affidavits submitted by Johnson to the court at all, much less any direct explanation as to why he did not timely answer, why he did not appear at the damages hearing, nor any meritorious defense. Additionally, there has been no contest from Appellant at all about the manner of service of either the initial Summons and Complaint or the damages hearing.

On June 17, 2019, Johnson, through counsel only, made his first appearance, filing a Motion to Dismiss, or in the Alternative, to Set Aside Entry of Default and Order of Damages and Allow Defendant to Responsively Plead. App. pp. 104-106. Four months later, on October 17, 2019, Appellant’s counsel filed two affidavits in support of that motion. App. pp. 107-112. One affidavit was from Breeann Richardson, a claims administrator for CDS Transport Inc. (presumably Mr. Johnson’s employer) reflecting she was in possession of a video of the wreck as of August 7, 2018; that she was not informed of the lawsuit or damages hearing; and also an explanation of Mr. Johnson’s alleged health condition. App. pp. 107-109. The second affidavit was from Nikole Shields, a senior claims consultant for Claims Direct Access (the insurer for CDS Transport Inc.) also documenting she was in possession of the wreck video on or about August 7, 2018; the same explanation as Richardson regarding no knowledge of the lawsuit or damages hearing until June 7, 2019; and the same explanation as Richardson regarding Mr. Johnson’s alleged health condition. App. pp. 110-112. A motion hearing was held on October 21, 2019. On November 4, 2019, the court denied the motion, leaving the June 5, 2019, order in effect. App. pp. 13-18.

On November 14, 2019, Johnson filed a second motion, styled a Motion to Alter or Amend the November 4, 2019, Order, with one exhibit. App. pp. 117-122. The motion was heard on July 13, 2020. On the morning of the motion hearing, four months after initially filing the motion, Johnson filed a memorandum of law and attached an 18-page exhibit in support. App. pp. 123-150. The evidence presented the morning of the motion hearing is as follows:

1. Video of wreck (App. pp. 121-122)
2. Letter of representation from Greens' counsel, Mason West, March 13, 2018 (App. p. 133)
3. Nikole Shields/Claims Direct Access letter to Mason West, March 27, 2018, requesting information about the wreck and damages therefrom (App. pp. 134-135)
4. Email from Mason West to Nikole Shields, March 28, 2018, communicating that Greens were still treating for their bodily injury claims (App. p. 136)
5. Fax from USAA to World Insurance communicating USAA's intention to subrogate property damage it paid for the wreck, April 3, 2018 (App. pp. 137-141)
6. Letter from Mason West to Nikole Shields on July 5, 2018, sending Greens' bodily injury damages and other consequential property damages (App. p. 142)
7. Letter from Nikole Shields to Mason West on July 23, 2018, acknowledging claim of diminution of value of vehicle (App. pp. 143-144)
8. Email from Mason West to Nikole Shields sending a demand on behalf of the Greens and a link to the supporting documentation (App. p. 145)
9. Letter emailed from Mason West to Nikole Shields on July 24, 2018, documenting Ms. Shields' offer of \$10,000 to resolve Mr. Green's case and \$11,000 to resolve Ms. Green's case; letter also documents specific driving and SLED records pertaining to

- Mr. Johnson and various facts related to Mr. Johnson's employer, CDS Transport Inc. involved in Unfair Trade Practices and other wrecks, and ultimately demanding \$192,390.00, ending with "I look forward to your response." (App. pp. 146-147)
10. Letter from Claims Direct Access to USAA on February 1, 2019, sending property damage payment for Mr. Green (App. pp. 148-149)
 11. Color picture of presumably Mr. Johnson parked behind the Greens on the date of the wreck (App. p. 150)

Although not a part of the record on appeal, Nikole Shields did respond to Mr. West's email on July 24, 2018, rejecting Mr. West's demand and offering nothing more to resolve the claim. This was presented to the trial court in Appellant's 59(e) hearing. App. p. 90. Additionally, all of this information was in the possession of Nikole Shields on behalf of Johnson's insurer and Breann Richardson on behalf of Johnson's employer at the time they swear to first become aware of the lawsuit and damages order (June 7, 2019) and most certainly before the hearing on Johnson's first Motion to Dismiss/Set Aside the Judgment (filed on or about Jun 17, 2019, and argued before the court October 21, 2019).

During the 59(e) hearing counsel for the Greens challenged the introduction of the new evidence, specifically requesting additional time to brief the timeliness of the new evidence in Johnson's 18-page exhibit; the trial court granted the Greens' request. (App. pp. 97-99). Within ten days, Respondents filed a proposed order with the court addressing that the evidence presented at the 59(e) hearing was not presented at the damages hearing nor at Johnson's first motion – filed June 17, 2019, and heard October 21, 2019 – and thus untimely and should not have been considered by the court. Nevertheless, the court considered the evidence and granted Defendant's

motion as to damages. By an Amended Damages Order, dated August 10, 2020, Plaintiffs' award was reduced to \$250,000.00. (App. pp. 19-30).

Both parties appealed the trial court's Amended Damages Order. At the hearing before the Court of Appeals, the appellate court strongly urged the parties to mediate, which they did. Mediation was not successful, prompting the appellate court to enter its order, effectively reinstating the trial court's original damages order at \$1,760,000.00. Now, Johnson is asking the Supreme Court, for assorted reasons, to reinstate the Amended Damages order at \$250,000.00 or grant relief from both orders due to the insurer's surprise under Rule 60(b)(1) or 60(b)(3).

ARGUMENT

1. Whether the trial court's decision reducing the default judgment award was based on evidence timely presented

a. The court's reduction was solely based on new evidence

The trial court's reduction of the original damages order was based entirely on evidence that was improperly introduced for the first time during Appellant's 59(e) motion hearing on July 13, 2020. "A party cannot use Rule 59(e) to present to the court an issue the party could have raised prior to judgment but did not." Hickman v. Hickman, 301 S.C. 455, 456, 392 S.E.2d 481, 482 (Ct. App. 1990). Rule 59(e) motions are limited to correcting errors in law or fact in the judgment itself and cannot serve as a vehicle for introducing new evidence or arguments that were previously available but not raised. This principle is well-supported by South Carolina precedent. In *Com. Credit Loans, Inc. v. Riddle*, the Court of Appeals emphasized that "[a] party cannot use a motion to reconsider, alter, or amend a judgment to present an issue that could have been raised prior to the judgment but was not." Com. Credit Loans, Inc. v. Riddle, 334 S.C. 176, 186, 512 S.E.2d 123,

129 (Ct. App. 1999) (*referencing Patterson v. Reid*, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct.App.1995) (party cannot use a motion to reconsider, alter, or amend a judgment to present an issue that could have been raised prior to the judgment but was not); *see also Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 493 S.E.2d 826 (1997) (appellant has the burden of presenting a sufficient record to allow review)).¹ Also, similar to this case, in *Com. Credit Loans* the transcript of the proceeding below was omitted from the record and new arguments were made at the Rule 59(e) motion for reconsideration – “[a]ccordingly, this issue is not properly preserved for our review.” *Id.*

The changes made were a direct response to evidence first introduced by Johnson at the 59(e) motion on or about July 13, 2020. Allowing such late submission violates the purpose and procedural safeguards of Rule 59(e) and prejudices Respondents by circumventing established rules for presenting and litigating evidence and thus, excessively extending the litigation dispute. By vacating the Amended Damages Order, the Court of Appeals correctly enforced South Carolina’s rules governing post-judgment motions.

i. Actual damages

The trial court clearly stated in its amended order (after Johnson’s 59(e) motion, the 59(e) hearing, and Johnson’s proposed order (App. pp. 113-116)) that “[g]iven Plaintiffs’ uncontested medical bills; *and the additional evidence presented at the hearing*, IT IS SO ORDERED that Plaintiffs are awarded \$250,000.00” for all damages, specifically \$190,000.00 for actual damages

¹ Appellant confuses the evidence standard on a Rule 60(b) motion and a Rule 59(e). New evidence cannot be considered at a Rule 59(e), particularly when it was available before the court’s previous ruling. Here, Appellant had all the information it presented in July 2020 back in 2018 and certainly in 2019 when it first argued his Motion to Dismiss/Set Aside.

and \$60,000.00 for punitive damages. App. p. 30. There was no award for property damages in the amended order. Id.

The \$190,000.00 for actual damages is remarkably close to the settlement demand made pre-suit by the Greens' counsel (\$192,390.00), which Johnson's insurer had way back in July of 2018 but waited until July 13, 2020, on the day of the 59(e) hearing to present. Indeed, the court took particular notice of this figure at the 59(e) hearing, asking Appellant's attorney to find the figure for him. (App. pp. 65-66) and (App. pp. 71-72) (further discussion of considering the pre-suit evaluation as basis to reduce the damages award).

Furthermore, under Rule 408 of the South Carolina Rules of Evidence, "[e]vidence of furnishing or offering a promising to furnish...a valuable consideration in compromising or attempting to compromise a claim" is inadmissible to prove the validity, amount, or value of a claim. SCRE Rule 408. The rule is designed to encourage candid settlement negotiations by ensuring that such discussions cannot later prejudice the parties during litigation. Hewett v. Frye, 313 S.C. 77, 80, 437 S.E.2d 591, 593 (Ct. App. 1993). By considering pre-suit settlement demands in this amended order, the trial court violated this evidentiary safeguard and improperly allowed settlement discussions to influence the actual damages award.

The trial court's reduction of actual damages disregarded the substantial evidence presented during the damages hearing, including Respondents' uncontested medical bills and testimony. The original damages award of \$1,000,000.00 for bodily injury was supported by the record and should not have been reduced based on procedurally and substantively improper references to settlement negotiations.

ii. Punitive damages

The trial court's amended order also reduced the punitive damages from \$750,000.00 to \$60,000.00. In the original damages order, the trial court details out why it awarded punitive damages. Paragraph 6 describes multiple rear-end hits by Johnson into the Greens; paragraphs 7 and 8 list out more grossly negligent acts, including violations of statutes, which is negligence *per se* and thus a basis for awarding punitive damages. App. pp. 2-3. Paragraph 12 sets forth the law in support of punitive damages. App. pp. 8-9. This order was entered after presentation of a video of the wreck in the damages hearing: the Greens' counsel explained three consecutive hits by Johnson's tractor trailer into the Greens as captured by the Greens' Tesla/Uber vehicle to which the court responded "just leave it with me...if I feel like I need to see it...I'll look at it." App. p. 45. These findings provided a strong legal foundation for punitive damages under South Carolina law. *See Clark v. Cantrell*, 339 S.C. 369, 382, 529 S.E.2d 528, 533 (2000) (noting punitive damages serve to deter and punish egregious conduct).

In reviewing the 59(e) hearing transcript and the amended order, the only apparent basis for the trial court's punitive reduction were (1) Johnson's argument that there was no basis for punitive damages because of Mr. West's "appraisal of the case of \$192,300.00" (App. p. 76) and (2) "[Johnson's] supplemental filing...a photograph purporting to show the rear of [Respondents'] vehicle after the collision." App. p.24. This picture was presented for the first time at the 59(e) hearing. Allowing this untimely evidence to influence the reduction of punitive damages violated South Carolina's procedural rules and undermined the integrity of the trial court's original findings.

The Court of Appeals correctly vacated the amended order, recognizing that the reduction of punitive damages was procedurally improper and unsupported by the record.

iii. Property damages

Lastly, the trial court's amended order removed any award for property damage. *See* App. p. 9 (trial court initially awarded \$10,000 for property damages); App. p. 17 (trial court did not make any changes to the property damages order); and App. p. 30 (trial court removing award for property damages). This was obviously a response to additional evidence presented at the 59(e) hearing of the subrogation claim by USAA, the Greens' insurer, against Johnson's insurer. The transcript supports the same. *See* App. pp. 74-76 (extensive argument by Johnson's counsel regarding property payments and alleged settlements although there is no documentation resolving all aspects of property damages claims).

The transcript further shows that Appellant failed to provide complete documentation regarding property damage claims, instead presenting piecemeal arguments and assertions to confuse the trial court. For example, the alleged "video" submitted by the adjuster was not even footage of the wreck itself but rather unrelated material that did nothing to undermine the original property damages findings. App. p. 27. Respondents alerted the trial court to this error, reminding the trial court that it had the video at the damages hearing via a thumb drive which showed "the multiple times that this gentleman hit our client and just continued to rear-end him." App. p. 27.

Its also important to note that Appellant led the court to erroneous conclusions about "double recovery" on the property damages. The new evidence presented at the 59(e) at best shows that USAA (the Greens' insurer) was paid back for repair and rental expenses incurred by the Greens as a result of the wreck which was somewhere in the \$3,000.00 range. A closer look at the damages hearing transcript reveals Mr. Green recognized this damage in his testimony (property damages was "around \$3,000 or something) App. p. 42) but also explained to the court that he lost approximately \$10,000.00 when he sold his Tesla:

[W]e lost over \$10,000.00 because they had to justify selling it to somebody else with the CARFAX...because the CARFAX was dirty, like everywhere said it should be \$50,000.00

or \$60,000.00 and they could only offer us \$10,000.00 less than that because of it. And so I actually put that on a credit card to make the – the loan hold so we could get the next car.

App. p. 51. This was the basis of the court awarding \$10,000.00 – not for the repair to the Tesla or rental charges as reflected in the USAA documents presented at the 59(e) hearing.

There was no further discussion about the substance of the medical records and bills in either the Rule 59(e) hearing or in the amended order. Thus, it was not a reconsideration of those – not even a challenge at all to those – but a reconsideration of newly presented evidence that Appellant had in its possession at the time of the first Motion to Dismiss/Set Aside. It was improper for the trial court to consider this evidence at the procedural juncture of the case, thus rendering the original damages order and the trial court’s initial denial of the motion to set aside as the only permissible and acceptable evaluation by the trial court.

b. Appellant’s affidavits from Nikole Shields and Breeann Richardson do not support a reduction in the damages award.

i. Lack of personal knowledge and substantive evidence

Nikole Shields’ affidavit explains she was the adjuster negotiating with the Greens’ counsel, Mason West, prior to litigation. She then offers limited and generalized statements, without any personal knowledge, that the property damage to Plaintiffs’ vehicle “was relatively minor”; that she nor the insured or insurer were aware of the lawsuit until June 7, 2019; and Johnson had health concerns that took him out of work and into the hospital at times. App. pp. 110-112. There is no description of who caused the wreck nor any indication that Johnson was not at fault. The only mention of damages is a restatement of the damages order: “a damages hearing took place on May 22, 2019...at which, on a total amount of alleged medical damages, the Court awarded

\$1,000,000.00 in bodily injury damages to Plaintiffs, \$10,000.00 in property damages to Plaintiff Kacey Green, and \$750,000.00 in punitive damages to Plaintiffs.” App. p. 108, par. 11.

Similarly, the affidavit of Breeann Richardson explains she works for CDS Transport Inc., and that Johnson formerly worked with CDS Transport Inc. She further states the same things as Shields – without any personal knowledge or expert opinion the wreck was “relatively minor in nature, in terms of impact speed...the property damage...was relatively minor”; she nor CDS Transport Inc. had knowledge of litigation until June 7, 2019; and Johnson had health concerns that took him out of work and into the hospital at times. App. pp. 107-109. Like Shields, Richardson verbatim reports the trial court’s damages order. App. p. 111, par. 12.

ii. Failure to address actual service of the summons and complaint

Richardson’s and Shields’ affidavits do not answer the question of what actually happened to the summons and complaint that was served on Johnson. At best they raise a meritorious defense as to property damage, stating it was a “minor wreck” with “relatively minor” property damage. The bodily injury damages are not criticized at all – not even a mere suggestion that they were not caused by the wreck, which is the only defense there could be raised as to damages.

iii. Failure to show any reasonable expectation of notice from Plaintiffs’ counsel of litigation

As to surprise, the affidavits reflect the insurer and the employer did not know about the litigation until June 7, 2019, but say nothing about the responsibility of Respondents’ counsel to tell them nor that they had a reasonable expectation that Respondents’ counsel would inform them of litigation. That additional information, which was available to Appellant’s insurer or employer before they signed these affidavits (in October of 2019), was never presented to the court until the 59(e) hearing in July of 2020. Appellant’s *McClurg* arguments do not make sense on these

affidavits alone. This Court must consider why we have NEVER heard directly from Johnson, particularly the arguments raised in Appellant's brief that maybe the insurance policy does not even provide coverage for Johnson. Did Johnson turn over the complaint to his former employer? Or his insurer? Did CDS Transport Inc. or CDA have a role in why the complaint was not answered timely?

2. Whether the trial court erred in accepting new evidence presented by Johnson at his Rule 59(e) motion hearing on July 13, 2020

a. The Greens preserved their objections at the 59(e) hearing

In the 59(e) hearing, counsel for the Greens argued "I don't think its proper for the Court to hear this set of arguments twice, to allow them the opportunity to go get more evidence...would you like me to brief that?" – to which the trial court replied "[i]f you want to, that's fine, okay." App. pp. 97-100. The Greens objections and arguments are also referenced in the trial court's amended order: "At that hearing, the Court denied the motion as far as Defendant's liability was concerned but granted the motion on the issue of the amount of damages awarded in the June 5, 2019, damages order. Plaintiffs requested leave of Court to brief the issue of the timeliness of Defendant's motion...Because the Court finds Plaintiffs' arguments on the timing of Defendant's motion unavailing, its rulings from the bench stand." App. pp. 20. The proposed order goes into great length articulating the issues of timeliness of the 59(e) hearing and the presentation of new evidence. App. pp. 158-161.

Furthermore, when the trial court rejected the Greens' proposed order, including the timeliness and new evidence issues, the Greens moved to reconsider, specifically articulating in several paragraphs – paragraphs 3, 4, 9, 14, and 15. App. pp. 162-164. These paragraphs address the timeliness of Appellant's filings and the substance of the new evidence. Id. The trial court then

filed a form 4 denying the Greens' motion to reconsider. The Greens undoubtedly preserved these issues for the trial court's consideration and the trial court answered those issues in its amended order.

b. *McClurg's* procedural posture is different and thus, an inapplicable standard of admissible evidence in this case

Appellant argues *McClurg* allows discretion in admitting evidence. However, *McClurg* is an appeal after the trial court denied a motion to set aside default – not an appeal after the trial court granted a motion to reconsider/Rule 59(e) motion. It is a completely different analysis. The pertinent analysis is set forth in *Hickman* and that articulated by the Greens in section (1)(a) *supra*. The procedural framework governing Rule 59(e) motions does not afford the same discretion to admit untimely evidence as Rule 60(b) motions. By conflating these distinct procedural standards, Appellant misapplies the principles of *McClurg* to the current case.

3. Whether the trial court provided factual findings to support a punitive damages award

As discussed above, the original damages order details out why it awarded punitive damages. The amended order repeats some of the original, finding statutory violations or negligence *per se*, which is the basis for awarding punitive damages. It also references the video it watched at the damages hearing, but then improperly pivots its decision on the newly presented evidence – a picture of the cars on the side of the road.

Appellant argues there is nothing in the record to support the finding of punitive damages. This is in stark blindness to the repeated testimony and supporting video that Johnson, driving a tractor trailer truck on an interstate, rear-ended the Greens three times in a row before stopping. That is willful, intentional, and/or grossly negligent conduct. Appellant has shown nothing suggesting any

other interpretation. The Greens' concern with its motion to reconsider the trial court's amended damages order was a failure to articulate why that conduct was no longer as punishable as it was when the trial court first considered it. The newly presented evidence is the only explanation.

4. Whether Johnson's appeal is distinguished from *McClurg v. Deaton*

Appellant argues two misapplications of *McClurg* by the Court of Appeals – (1) the standard is reasonable expectation of an insurer and/or employer to be informed by a claimant's attorney that a lawsuit is filed, and (2) Appellant presented a meritorious defense as to damages in his initial motion and again at his 59(e) motion.

i. Reasonable expectation

Even accepting this interpretation of *McClurg* as true, the affidavits of Shields and Richardson are void of any basis for a reasonable expectation that the Greens' counsel would inform them a suit was filed. Their statements simply relay they were aware of the claim from Mr. West and that he relayed his position on liability and damages. Stated otherwise, he engaged in efforts to resolve the claim. That is it.

In *McClurg*, the evidence presented by the insurer established a reasonable expectation. More than just relaying facts and engaging in negotiations, the plaintiffs' attorney sent the insurer a draft complaint naming only the employer as a defendant and offered to send a copy of the pleadings if they filed suit. *McClurg v. Deaton*, 380 S.C. 563, 573, 380 S.C. 563, 573, 671 S.E.2d 87, 92 (Ct. App. 2008), *aff'd*, 395 S.C. 85, 716 S.E.2d 887 (2011). Furthermore, *McClurg* involved a detailed analysis of service and what happened with the complaint via service, whether it was properly served or not. *Id.* at 568-69. 671 S.E.2d at

90. Appellant has not touched this topic and, again, we have never heard directly from Johnson.

ii. Meritorious defense

A meritorious defense, whether its permissible on just damages alone, must be more than a recitation of the facts and a complaint that they are too high. “[A] meritorious defense need not be perfect nor one which can be guaranteed to prevail at a trial. It need be only one which is worthy of a hearing or judicial inquiry because it raises a question of law deserving of some investigation and discussion or a real controversy as to real facts arising from conflicting or doubtful evidence.” Graham v. Town of Loris, 272 S.C. 442, 248 S.E.2d 594 (1978); see also Thompson v. Hammond, 299 S.C. 116, 382 S.E.2d 900 (1989).

As stated previously, the affidavits at best challenge that the property damage was minimal.² There is nothing to contest the bodily injury damages, nor the punitive damages awarded. There is not even an articulated complaint that the trial court awarded too much in those affidavits. That comes through the argument of Appellant’s counsel but no justification for the same. There is no analysis of the medical treatment received by the Greens, the effects the wreck had on their enjoyment of life, etcetera. The timely presented evidence from Appellant, just the affidavits, does not meet this standard. There is no doubtful evidence or real facts to question the amount of damages actually awarded.

² Remember, Appellant misconstrued property damage payments to suggest double recovery when the original damages order gave the Greens \$10,000.00 for the lost in value on resale *not* the \$3000’ish exchanged between Appellant’s insurer and USAA to resolve a subrogation claim.

Even if the untimely evidence is considered, Appellant strains to portray the words of pre-suit correspondence to justify Johnson's failure to timely answer the complaint that was properly served. There is no justification of surprise and no articulable meritorious defense.

5. Policy Arguments

Appellant sets forth a hypothetical policy argument stemming from possible MCS90 interpretations to avail coverage for injured parties. Notably, there is no declaratory judgment action pending that could threaten coverage in this case. Yet, the extensive history of this case plainly illustrates why there must be definitive rules about what evidence can be presented when. If there are exceptions and continued opportunities to fetch more and more information to adapt to court rulings, definition would take years – as in this case – to achieve.

Furthermore, expanding *McClurg* to require more from claimant attorneys but nothing reciprocal of insurers or employers, does nothing to encourage timely and fair settlements to avoid the court's resources. If insurers and employers want to be included in notice requirements now well established in our service of process procedures, then they must be required to take on accepting service and relinquishing arguments that they do not represent the tortfeasor or do not provide coverage for the tortfeasor.

CONCLUSION

For the foregoing reasons, the Greens respectfully request that this court affirm the Court of Appeals' Order, enforcing the original Order of Damages from the trial court dated June 5, 2019.

Dated: January 2, 2025,

Respectfully submitted,

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