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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge

Appellate Case No.: 2024-000820

Portrait Homes - South Carolina, Plaintiffs,
LLC and Portrait Homes -
Persimmon Hill, LLC,

v.

Pennsylvania National Mutual Defendants.
Casualty Insurance Company and
The Persimmon Hill Homeowners
Association, Inc.

AND

The Persimmon Hill Homeowners Third-Party Plaintiff,
Association, Inc.

v.

Jose Castillo d/b/a JJA Framing and Third-Party Defendants
JJA Construction, Inc. d/b/a JJA
Framing,

Of which Pennsylvania National Mutual Casualty Insurance Company is the Petitioner,

And

Portrait Homes - South Carolina, LLC, Portrait Homes - Persimmon Hill, LLC, and The
Persimmon Hill Homeowners Association, Inc., are the Respondents.

**CONSENT MOTION TO DISMISS RESPONDENT THE PERSIMMON HILL
HOMEOWNERS ASSOCIATION, INC.**

Petitioner Pennsylvania National Mutual Casualty Insurance Company (“Penn”) and Respondent The Persimmon Hill Homeowners Association, Inc. (“Persimmon Hill”), have reached a settlement with respect to all claims owned by Persimmon Hill in this matter. Both Penn and Persimmon Hill, therefore, jointly move and stipulate to the dismissal of Penn’s petition with respect to Issue 1: Whether the Court of Appeals erred in declining to follow settled precedent holding that an insurer has no duty to defend an insured that (1) expressly declines a defense by its insurer in a suit against it, and/or (2) breaches its duties to provide notice and cooperate such that a default judgment is entered against the insured; Issue 3: Whether the Court of Appeals erred when it failed to follow this Court’s precedents requiring that construction defect judgments and settlements be allocated between covered and non-covered liabilities and that covered liabilities be allocated to insurers by time on the risk; Issue 4: Whether the Court of Appeals erred when it found that the Plaintiffs met their burdens of proving that Penn National engaged in bad faith when Penn National had a reasonable basis upon which to deny coverage at the time of the denial and Plaintiffs failed to show what damages were proximately caused by any bad faith; and Issue 5: Whether the Court of Appeals erred in affirming an award of an amount of damages for bad faith and the same amount as punitive damages when the evidence relied upon by the Court to justify two separate awards was the same, resulting in a double recovery; and that Persimmon Hill and its counsel be removed from this case.

WE SO MOVE AND STIPULATE:

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WE SO MOVE AND STIPULATE:

By: s/ David L. Brown (with consent given)

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