STATE OF SOUTH CAROLINA
COUNTY OF SALUDA

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Casey Coleman as Personal Representative of the Estate of Jaden Coleman and as Guardian ad litem of K.C., a minor under the age of eighteen (18) years,

Petitioners,

vs.

South Carolina Farm Bureau Insurance Company and State Farm Mutual Automobile Insurance Company

Respondents.

Case No. 2020-CP-41-00085
Case No. 2020-CP-41-00086

ORDER GRANTING MOTION PURSUANT TO RULE 60(A) SCRCP

Plaintiffs Casey Coleman as Personal Representative of the Estate of Jaden Coleman and as Guardian ad litem of K.C., a minor under the age of eighteen (18) years ("Plaintiffs") filed a Motion to Amend Orders on October 30, 2025 and an Amended Motion to Amend Order on March 26, 2026 (collectively "Motion to Amend"). Defendants South Carolina Farm Bureau Insurance Company ("Farm Bureau") and State Farm Mutual Automobile Insurance Company ("State Farm") did not join in Plaintiffs' Motion to Amend, and they have neither supported nor opposed that motion.

On November 14, 2025, United States Liability Insurance Company ("USLI") filed a Motion to Intervene in this matter ("USLI Motion to Intervene"). On December 2, 2025, John Doe as Personal Representative of the Estate of Drayton Wade Black and Stacey Darrell Black (collectively "the Blacks") filed a Motion to Intervene and Memorandum in Opposition to Plaintiff's Motion to Amend Order ("the Blacks' Motion to Intervene").

On June 15, 2026, argument was held before this Court in Barnwell County on Plaintiffs' Motion to Amend and the Motions to Intervene. At that hearing, Plaintiffs proffered the testimony of attorney James C. "Trey" Cox ("Attorney Cox"). Upon consideration of all the relevant filings, arguments, and testimony, the Court hereby: (a) **GRANTS** USLI's Motion to Intervene and the Blacks' Motion to Intervene; and (b) **GRANTS** Plaintiffs' Motion to Amend.

FACTUAL/PROCEDURAL BACKGROUND

This current dispute arises from a motor vehicle collision which occurred on January 27, 2020. The Accident resulted in the filing of three actions in this Court:

- Two actions for the approval of settlements of claims ("Settlement Approval Actions"):
  - *Casey Coleman as Personal Representative of the Estate of Jaden Coleman and as Guardian ad litem of K.C., a minor under the age of eighteen (18) years v. South Carolina Farm Bureau Insurance Company and State Farm Mutual Automobile Insurance Company*, No. 2020-CP-41-00085
  - *Casey Coleman as Personal Representative of the Estate of Jaden Coleman and as Guardian ad litem of K.C., a minor under the age of eighteen (18) years v. South Carolina Farm Bureau Insurance Company and State Farm Mutual Automobile Insurance Company*, No. 2020-CP-41-00086[1]
- A subsequent tort claim against the Blacks:
  - *Kadius Coleman and Casey Coleman as Personal Representative of the Estate of Jaden Coleman v. John Doe as Personal Representative of the Estate of Drayton Wade Black and Stacey Darrell Black*, No. 2023-CP-41-000006 ("Tort Lawsuit")

A. The Claims Asserted in the Tort Lawsuit

[1] Plaintiffs petition to approve the settlement of wrongful death actions was originally filed under case number 2020-CP-41-00086. However, the order approving that settlement was actually entered and filed in 2020-CP-41-0008***5***, the action approving the minor settlements.

In the Tort Lawsuit, Plaintiffs[2] allege that—on January 27, 2020, at approximately 10:10 p.m.—Kadius Coleman and Jaden Coleman, were passengers in a vehicle operated by Drayton Wade Black and owned by Stacey Black. (*See* Am. Compl. in Tort Lawsuit ¶ 6). Plaintiffs allege that Drayton Black was operating the vehicle with the knowledge and consent of Stacey Black. (*See id.* ¶ 7). They further allege that while Drayton Black was traveling South on Long Road, he lost control of the vehicle, causing himself, Kadius Coleman and Jaden Coleman to be ejected. (*See id.* ¶ 8). Drayton Black and Jaden Coleman died as a result of injuries sustained in the accident. Kadius Coleman was allegedly seriously injured.

B. The Settlements Approved in the Settlement Approval Actions

Shortly after the accident, and years before the Tort Lawsuit, Plaintiffs commenced these actions seeking approval of settlements of: (a) the claims of then-minor Kadius Coleman; and (b) wrongful death and survival claims arising out of the death of Jaden Coleman. Defendants Farm Bureau and State Farm funded those settlements. Farm Bureau provided primary liability insurance coverage to the Blacks. State Farm provided underinsured motorist coverage to Plaintiffs. The Blacks were not made parties to the actions to approve those settlements and were not involved in the negotiation and drafting of the settlement documents. USLI had no notice of any communications between Plaintiffs, Farm Bureau, and State Farm.

1. The Minor Settlement Order

This Court's April 12, 2020, Order Approving Minor Settlements ("Minor Settlement Order") states in relevant part that:

[2] The Tort lawsuit named Kadius Coleman directly as a Plaintiff, because he had reached the age of majority.

> Without admitting liability, pursuant to the terms of the settlement agreement, Farm Bureau will pay, and the Petitioner has agreed to accept, the total sum of Four Hundred Eighty Thousand and 00/100 ($480,000.00) Dollars as a ***full and final settlement of any and all claims, known or unknown,*** which the Petitioner, individually and as Guardian ad litem of the minor, may have against Farm Bureau ***and its insureds, Brandi W. Black, Stacey D. Black and Drayton Wade Black,*** their heirs, executors and assigns, as a result of the accident.

The Minor Settlement Order instructed Plaintiffs to "execute any and all other documents as are necessary to effectuate a ***full and complete release of all claims involved with this matter***." The Minor Settlement Order provides that, as a condition of settlement with Farm Bureau, Plaintiffs would enter into a "Covenant Not to Execute, by which Farm Bureau will be fully released under policy AU 612465 and Farm Bureau's insureds … shall not have any further financial responsibility for any and all claims." The Order did not include, or incorporate by reference, the specific text of the proposed Covenant Not to Execute. Nor did the Order make any reference to reservation by the Plaintiff of claims against the Blacks or their other insurance policies. There is no evidence that the Covenant Not to Execute that Plaintiff now seeks to have incorporated into the Order was presented to the Court with the Petition to approve the settlement.

2. The Wrongful Death and Survival Action Settlement Order

Similarly, the April 12, 2020, Order Approving Wrongful Death and Survival Action Settlements ("Death Settlement Order"), states, in relevant part:

> Upon receipt of One Hundred Twenty and 00/100 ($120,000.00) Dollars from Farm Bureau, Farm Bureau and ***its insureds, Brandi W. Black, Stacey D. Black, and Drayton Wade Black,*** their heirs, executors and assigns, ***shall have no further financial responsibility for any and all claims which Casey Coleman, as Personal Representative of the Estate of Jaden Coleman, may now or hereafter have for, or as a result of, the January 27, 2020 accident in connection with the death of Jaden Coleman, known or unknown, including claims of his Estate***, statutory beneficiaries, heirs at law and/or appropriate devisees of the Estate under S.C. Code Ann. §15-51-10 through § 15-51-60 (1976), both inclusive, as well as any claims

> or causes of action asserted or assertable, surviving or which may survive under S.C. Code Ann. § 15-5-90 (1976).

(*See* Death Settlement Order, at 3-4 (emphasis added)). As was the case with the Minor Settlement Order, the Death Settlement Order did not include or incorporate by reference the specific text of the proposed Covenant Not to Execute, it did not make any reference to reservation by the Plaintiff of claims against the Blacks or their other insurance policies. There is no evidence that the Covenant Not to Execute was presented to the Court with the Petition to approve the settlement.

C. The Motion for Judgment on the Pleadings in the Tort Lawsuit.

On July 18, 2023, the Blacks filed a Motion for Judgment on the Pleadings in the Tort Lawsuit, asserting that Plaintiffs' claims were barred and discharged by the Minor Settlement Order and Death Settlement Order (collectively, the "Settlement Approval Orders"). That motion came for hearing on November 10, 2025. At the hearing, Plaintiffs' counsel disclosed that they had recently filed the instant Motion to Amend, asking this Court to amend the Settlement Approval Orders.

In this Motion to Amend, as amended on March 26, 2026, Plaintiffs ask this Court to append the subsequently-executed Covenants Not to Execute ("Covenants") to the Orders Approving Minor Settlements and Wrongful Death and Survival Action Settlements entered on April 12, 2020.

DISCUSSION

A. USLI's Motion to Intervene.

Plaintiff has consented USLI's Motion to Intervene. Therefore, the Court hereby GRANTS USLI's Motion to Intervene.

B. The Blacks' Motion to Intervene.

The Blacks seek leave to intervene for the purpose of objection to Plaintiffs' Motion to Amend the Settlement Approval Orders. The South Carolina Rules of Civil Procedure authorize "anyone" to intervene in an action as a matter of right or by permission of the Court. *See* S.C.R. Civ. P. 24(a) & (b). A person seeking to intervene as a matter of right under Rule 24(a)(2) must:

> (1) establish timely application; (2) assert an interest relating to the property or transaction which is the subject of the action; (3) demonstrate that it is in a position such that without intervention, disposition of the action may impair or impede its ability to protect that interest; and (4) demonstrate that its interest is inadequately represented by other parties.

See Builders Mut. Ins. Co. v. Island Pointe, LLC, 431 S.C. 93, 99, 847 S.E.2d 87, 90 (2020) (citation omitted). Rule 24(a)(2) "'permit[s] liberal intervention,'" considering "'the pragmatic consequences of a decision to permit or deny intervention and avoid setting up rigid applications of Rule 24(a)(2).'" *See Ex Parte DeBordieu Colony Cmty. Ass'n, Inc.*, 442 S.C. 285, 290, 898 S.E.2d 179, 181-82 (Ct. App. 2024) (citation omitted). Though they are explicitly referenced in the Settlement Approval Orders, the Blacks were not joined as parties to the Settlement Approval Actions. They clearly have an interest in the proposed modification of Orders that directly govern their exposure to further litigation. No other party purports to represent their interests. The Plaintiffs will not be unfairly prejudiced by the Black's intervention for the sole purpose of objecting to the proposed amendment of the Orders. At the hearing, the Court announced from the bench that it was granting the Blacks' Motion to Intervene. Therefore, the Court hereby GRANTS the Blacks' Motion to Intervene in this Matter.

C. Motion to Amend Order

Petitioners ask this Court to amend its April 12, 2020 Orders Approving Minor Settlements and Wrongful Death and Survival Action Settlements by attaching the covenants not to execute. Having considered the Motion, the memoranda submitted by the parties, the evidence and argument presented at the hearing, and the record in these cases, the Court makes the following findings and conclusions: the Orders Approving Minor Settlements and Wrongful Death and Survival Action Settlements were intended to approve the settlement agreements entered into by the parties, which the covenants not to execute signed on April 20, 2020, and the omission of the covenants as attached exhibits was the result of oversight or omission.

The Court notes that the procedure provided by statute for approval of settlement agreements for minors and wrongful death claims is designed to protect the interest of the claimants. Thus, the Court must adjudicate the fairness of such agreements. Naturally, the Court first must understand the terms of the parties' agreements to make a finding of fairness. The covenants themselves, drafted by the attorney for the Blacks and their insurer, and signed by the Colemans and witnessed by their attorney, constitute the best evidence of the parties' agreement.

The orders of April 12, 2020, approved covenants not to execute and ordered that Petitioners sign them. Petitioners did so on April 20, 2020, eight days after the entry of the orders. Petitioners are not asking the Court to change the wording of the orders, but merely to attach the covenants as exhibits to the orders to make the parties' intent clear. This request is wholly consistent with the purpose of the procedure requiring approval of agreements and does not change the intent of the orders, which expressly approved the covenants.

This Court further finds that the requested amendment does not alter the substance of the settlements previously approved by the Court but instead corrects and clarifies the record so that the orders accurately reflect the settlement terms approved by the Court.

CONCLUSION

For the reasons set forth above, this Court **GRANTS** USLI's and the Black's leave to intervene in this matter and **GRANTS** Plaintiffs' Motion to Amend Order.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]

Saluda Common Pleas

Case Caption:	Casey Coleman VS South Carolina Farm Bureau Insurance Company , defendant, et al
Case Number:	2020CP4100085
Type:	Order/Amend

It Is So Ordered

s/ Walton J. McLeod

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