

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF AIKEN

CIVIL ACTION NO: 2010-CP-02-02665

Loretta Traynum and Leonard Traynum,

Plaintiffs,

v.

Cynthia Scavens and Progressive Direct Ins.  
Co.,

Defendants.

STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN  
I, Liz Godard, Clerk of Court of Common Pleas and General  
Sessions for Aiken County, South Carolina do hereby certify  
that the foregoing constitutes a true and correct copy of the  
original documents which have been filed in my office this

**ORDER**

NOV 05 2013

*Liz Godard*  
C.C.C.P. & G. Aiken County, S.C.

Deputy Clerk

This matter comes before the Court upon Defendant Progressive Direct Insurance Company's Motion to Reconsider this Court's June 28, 2013 Order Granting Plaintiffs' Motion for Summary Judgment. A hearing was held on August 26, 2013. Appearing on behalf of the Plaintiffs was Tom Young, Esquire. Appearing on behalf of the Defendants was J.R. Murphy, Esquire. After reviewing the pleadings, submissions including legal memorandum, and hearing the able arguments of counsel, the Court grants Progressive Direct Insurance Company's Motion to Reconsider, hereby withdraws its June 28, 2013 Order Granting Plaintiffs' Motion for Summary Judgment, and grants Progressive Direct Insurance Company's Motion for Summary Judgment.

**SUMMARY**

This case presents the novel question of whether an insurer that sells a policy of automobile insurance to an individual through use of its website can rely upon an electronic offer of optional underinsured motorist (UIM) coverage in order to trigger the conclusive presumption of South Carolina Code Annotated § 38-77-350(B). Surprisingly, South Carolina's appellate courts have not addressed this issue. However, because South Carolina has adopted the Uniform Electronic Transactions Act, S.C. Code Ann. § 26-6-10 *et. seq.*, use of an electronic offer form

FILED 11.5 2013

*Liz Godard*  
C.C.C.P. & G.S.  
*[Signature]* 9:30am  
Deputy Clerk

*[Handwritten initials]*

complies with the requirements of § 38-77-350(A) and an insured's electronic signature triggers the safe harbor protections of § 38-77-350(B).

### FACTS

On April 20, 2007, Plaintiff Loretta Traynum went on her computer and purchased a policy of automobile liability insurance from Defendant Progressive through Progressive's website. Progressive uses a document retention system that allows it to recreate images of each screen that Traynum saw as she went through the application process. The parties do not contest that the recreated images accurately reflect Traynum's online transaction on April 20, 2007.

Progressive's website provided four preset packages providing various limits of liability and optional coverages ranging from the "minimum" package up to a "plus" package. At some point prior to April 20, 2007, Traynum went onto the Progressive website and obtained a quote. Because she did not purchase a policy at that time, Progressive's document retention system did not save that transaction for recreation, but Traynum pulled up that quote on April 20, 2007 to create the policy at issue in this case. The lowest amount of UIM limits provided under any of the four preset packages on Progressive's website defaulted to \$25,000/\$50,000. However, while obtaining the previous quote, Traynum declined the preset packages and chose to customize her coverage by reducing optional UIM coverage to zero.

After retrieving her prior quote, Traynum had the opportunity to review and make changes to her selected coverages and chose to make some changes to the quoted coverage by increasing her deductible for collision and comprehensive coverages from \$500 to \$1,000. For each type of coverage, Progressive provided a hyperlink, a web-based standard using blue font and a blue underline, that Traynum could click on to obtain an explanation of that type of coverage. Traynum chose not to click on any of those hyperlinks.

*WPC*  
*#2*

Once Traynum had finished customizing her policy, she proceeded to an information page and entered additional required information such as VIN numbers and vehicle lienholder information. From there, she came upon the first of three electronic signature pages. The page bore a header providing, "Sign Your Policy Forms (1 of 2)." In a box set out on the top of the screen, Progressive provided the following instructions: **"Your Electronic Signature is Required** Please read and electronically sign this document by entering your name in the form fields below and then clicking the "Continue" button." The box also instructed Traynum to either set her monitor to a specific resolution or print the document to ensure that it is displayed in the proper font, if required by state law.

Below the box, Progressive provided a full copy of the insurance application in a PDF format.<sup>1</sup> The application is printable and scrollable. In order to sign the application, Progressive provided an electronic signature prompt below the application form. That prompt provided:

I, (LORETTA TRAYNUM), represent that I am the person whose name appears on the signature line of the document presented above, and that I viewed the document at the recommended text size.

I acknowledge and agree to the statements, terms and conditions in the documents above, and that by typing my name below and clicking the "Continue" button, I am electronically signing the document. This will have the same legal effect as signing the document with a written signature and shall be valid evidence of my intent and agreement to be bound.

I understand that if I do not electronically sign each document presented during this online session or do not make a payment before it ends, the application will not be effective and no insurance coverage will result.

<sup>1</sup> Portable Document Format (PDF) is a file format used to represent documents in a consistent manner regardless of application software, hardware, or operating systems being used to view the document. This is the format required by the Federal Courts for electronically filed documents. Electronic Case Filing Policies and Procedures, 1.7, D.S.C.

Underneath this prompt, Progressive provided two text boxes for Traynum to insert her first and then last name. Traynum typed her first and last name in the boxes and clicked "Continue," thereby consenting to the use of an electronic signature and electronically signing the application.

On the following webpage, Traynum reached the second of three signature pages and the one presently at issue before the Court. The layout of this page was identical to the application signature page. It provided a header stating "Sign Your Policy Forms (2 of 2)." It then provided the same box stating that her electronic signature was required, instructing her to read and electronically sign the document, and indicating that she could either set her monitor to a specific resolution or print the document to view it in the appropriate font, if required by law.

Below that box, Progressive presented a form titled "Offer of additional uninsured motorist coverage and optional underinsured motorist coverage" ("Offer Form"). The Offer Form is substantively identical to the form promulgated by the South Carolina Department of Insurance pursuant to South Carolina Code Annotated § 38-77-350. *See* S.C. Dept. Ins. *Bulletin No.* 2006-03 (2006). The web page included a full PDF of the Offer Form. Traynum had the ability to scroll through the entire form on her screen, save the form to her computer, and print the form out on paper.

The first two pages of the Offer Form provide an explanation of UM and UIM coverages and contact information for the South Carolina Department of Insurance Office of Consumer Affairs in case the applicant has any questions. The next two pages reflect Traynum's rejection of optional coverage and signatures confirming those rejections. The final page bears her signature under the applicant's acknowledgment. The form was completed by Progressive's website and software based upon Traynum's earlier selections of coverage. The form reflected

Traynum's rejection of optional UIM coverage. Also, because Traynum only purchased the minimum liability limits of \$25,000/\$50,000, the Offer Form reflected a rejection of additional uninsured motorist benefits. Traynum's typewritten name appears on each of the appropriate signature lines on the Offer Form.

Below the Offer Form, the website provides the same electronic signature prompt that was on the application page. It provides the same statement that Loretta Traynum represents that she is the person whose name appears on the signature lines of the Offer Form, that she viewed the Offer Form at the recommended text size, that she agrees to the terms and conditions of the Offer Form, and that by typing her name and clicking "Continue," she is electronically signing the document with the same effect as a written signature. Once again, the prompt indicates that if she fails to electronically sign, the application will not be effective and no coverage will result.

Traynum typed in her first and last name in the two boxes and clicked "Continue." In doing so, she electronically signed the Offer Form, including the applicant's acknowledgment, stating:

By my signature, I acknowledge that I have read – or I have had read to me – the above explanations and offers of additional uninsured motorist coverage and optional underinsured motorist coverage. I understand that the above explanations of these coverages are intended only to be brief descriptions of additional uninsured motorist coverage and optional underinsured motorist coverage, and that payment of benefits under either of these coverages is subject both to the terms and conditions of my automobile insurance policy and the laws of the State of South Carolina.

My signature below further acknowledges that I understand the coverages as they have been explained to me, and the type and amounts of coverage marked on the preceding paragraphs have been selected by me. This is the type and amount of insurance coverage I wish to purchase.



Traynum also electronically signed the page on the Offer Form indicating that she was rejecting optional UIM coverage.

After clicking "Continue," Traynum proceeded to the last signature page and authorized the use of an electronic funds transfer to allow electronic payments of her premium. After typing in her name and clicking "Continue" for a third time, the transaction was complete and Progressive issued the policy. Traynum also had the opportunity, once again, to print all of the insurance documents, including the Offer Form. Traynum did not communicate with any human representative of Progressive during this transaction, but dealt solely with Progressive's website through the use of her computer.

#### STANDARD OF REVIEW

An action for reformation of an insurance contract is in equity. *Jackson v. State Farm Mut. Auto. Ins. Co.*, 301 S.C. 440, 392 S.E.2d 472 (Ct. App. 1990). Summary judgment is appropriate when it is clear there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Glasscock, Inc. v U.S. Fid. & Guar. Co.*, 348 S.C. 76, 79, 557 S.E.2d 689, 690 (Ct. App. 2001). In determining whether any triable issue of fact exists, the evidence and all inferences reasonably drawn therefrom must be viewed in the light most favorable to the nonmoving party. *Id.* at 79, 557 S.E.2d at 691.

#### LAW

South Carolina Code Annotated § 38-77-160 requires that an insurer offer, at the option of the insured, optional UIM coverage up to the limits of the insured's liability coverage. Courts construing this language have held that an insurer must make a meaningful offer of UIM coverage. *State Farm Mut. Auto. Ins. Co. v. Wannamaker*, 291 S.C. 518, 521, 354 S.E.2d 555, 556 (1986).

In response to *Wannamaker*, the General Assembly enacted § 38-77-350, which is a safe harbor provision creating a conclusive presumption that an informed, knowing selection of UIM coverage was made when certain conditions are met. *McDowell v. Travelers Prop. & Cas. Co.*, 357 S.C. 118, 122, 590 S.E.2d 514, 516 (Ct. App. 2003). Section 38-77-350(A) provides:

(A) The director or his designee shall approve a form that automobile insurers shall use in offering optional coverages required to be offered pursuant to law to applicants for automobile insurance policies. This form must be used by insurers for all new applicants. The form, at a minimum, must provide for each optional coverage required to be offered:

- (1) a brief and concise explanation of the coverage;
- (2) a list of available limits and the range of premiums for the limits;
- (3) a space to mark whether the insured chooses to accept or reject the coverage and a space to state the limits of coverage the insured desires;
- (4) a space for the insured to sign the form that acknowledges that the insured has been offered the optional coverages;
- (5) the mailing address and telephone number of the insurance department that the applicant may contact if the applicant has questions that the insurance agent is unable to answer.

S.C. Code Ann. § 38-77-350(A). If a form that complies with § 38-77-350(A) is properly signed by the named insured after having been completed, § 38-77-350(B) creates a conclusive presumption that there was a meaningful offer.

In this case, the form signed by Traynum during her electronic transaction is effectively identical to the form promulgated by the South Carolina Department of Insurance, Form number 2006. The Court of Appeals has previously held that this form meets the requirements of § 38-77-350(A). *Clinton v. West American Ins. Co.*, 364 S.C. 113, 122, 611 S.E.2d 521, 526 (Ct. App. 2005) ("The South Carolina Court of Appeals has specifically held that the form used by

West American, Form 2006, meets the requirements of § 38-77-350.”); *Burch v. South Carolina Farm Bureau Mut. Ins. Co.*, 351 S.C. 342, 349, 569 S.E.2d 400, 404 (Ct. App. 2002); S.C. Dept. Ins. *Bulletin No.* 2006-03 (2006).

Plaintiffs argue that the Court’s meaningful offer analysis must begin with whether the offer was presented in a commercially reasonable manner. *See Wannamaker*, 291 S.C. at 521, 354 S.E.2d at 556. Relying upon the Court of Appeals’ decision in *Dewart v. State Farm Mut. Auto. Ins. Co.*, 296 S.C. 150, 670 S.E.2d 815 (Ct. App. 1988), Plaintiffs argue that presenting the Offer Form electronically in between the application signature page and the electronic payment page is akin to the leaflet insert in a renewal statement that was at issue in that case. However, the offer at issue in *Dewart* was made before the General Assembly promulgated § 38-77-350, which requires use of a written form. More importantly, there were no assurances in the transaction in *Dewart* that the insured ever even saw or read the leaflet. On the other hand, § 38-77-350 requires that Traynum sign the form, which she did. Absent duress, it is difficult to imagine how an individual could sign a form without having had an opportunity to read it as well.

In addition, by requiring use of a written offer on a form approved by the Department of Insurance, the General Assembly made use of a written offer form commercially reasonable as a matter of law. *See Clinton*, 364 S.C. at 122, 611 S.E.2d at 526 (“The Offer was commercially reasonable, being made on a form approved by the South Carolina Department of Insurance in compliance with § 38-77-350 of the South Carolina Code of Laws.”). Therefore, when an offer form that satisfies the requirements of § 38-77-350(A) is used, there is no need to question whether use of the form was commercially reasonable. Because Progressive used a form that

was substantially identical to Form 2006, its Offer Form satisfies the requirements of § 38-77-350(A) and its use was commercially reasonable.

Plaintiffs also take issue with the order of presentation of the offer. Namely, Traynum adjusted her desired levels of UIM coverage in the quote phase before she reached the web page presenting the Offer Form. However, nothing in either the statutory language or appellate decisions interpreting §§ 38-77-160 and 38-77-350 establishes such a requirement. In fact, the appellate decisions have found meaningful offers in other situations where the offer was not presented until after coverage was selected. See *Aikins v. Horace Mann Ins. Co.*, 376 S.C. 625, 658 S.E.2d 106 (Ct. App. 2008) (meaningful offer conveyed after telephone transaction modifying coverage); *Wiegand v. United States Auto. Ass'n*, 391 S.C. 159, 705 S.E.2d 432 (2011) (meaningful offer conveyed on offer form presented 10 years after insurance purchase); *Jackson v. State Farm Mut. Auto. Ins. Co.*, 303 S.C. 321, 400 S.E.2d 492 (1991) (meaningful offer conveyed as part of a premium renewal notice); *Burch v. South Carolina Farm Bureau Mut. Ins. Co.*, 351 S.C. 342, 569 S.E.2d 400 (Ct. App. 2002) (meaningful offer conveyed on form presented to insured almost four years after originally purchasing insurance).

The General Assembly apparently anticipated that the written offer form would often be presented after the insurance purchase. Paragraph E of section 38-77-350 provides that, "[i]f the insured fails or refuses to return an executed offer form within thirty days to the insurer, the insurer shall add on uninsured and underinsured motorist coverages with the same limits as the insured's liability limits." S.C. Code Ann. § 38-77-350(E). If the offer form must be presented prior to the selection of coverage, there would be no need for paragraph E. Therefore, the insurer has no duty to present the written offer form before an insured makes her initial selection of coverages.

Now that the Plaintiffs' other arguments have been addressed, the key issue in this case is whether Progressive's presentation of the Offer Form and Traynum's electronic signature trigger the safe harbor provision of § 38-77-350(B). The answer is yes. Section 38-77-350(A) requires the use of a written form and § 38-77-350(B) provides that, once the form has been completed by an agent of the insurer and signed by the insured, the executed form creates a conclusive presumption of a meaningful offer. In 2004, the General Assembly enacted the Uniform Electronic Transactions Act ("UETA"). 2004 South Carolina Laws Act 279 (H.B. 4720). Section 26-6-60 of the UETA provides that the act "must be construed and applied to . . . facilitate electronic transactions consistent with other applicable law." S.C. Code Ann. § 26-6-60. The act also provides that "[a] record or signature must not be denied legal effect or enforceability solely because it is in electronic form." S.C. Code Ann. § 26-6-70(A). Therefore, Traynum's electronic signature cannot be denied its proper legal effect if the transaction otherwise comports with both the UETA and § 38-77-350.

South Carolina Code Annotated § 26-6-80 provides the relevant framework to determine if the transaction in this case satisfies the requirements of the UETA. It provides:

- (A) If parties agree to conduct a transaction by electronic means and a law requires a person to provide, send, or deliver information in writing to another person, the requirement is satisfied if the information is provided, sent, or delivered in an electronic record capable of retention by the recipient at the time of receipt. An electronic record is not capable of retention by the recipient if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record.
- (B) If another provision of law requires a record to be posed or displayed in a certain manner, be sent, communicated, or transmitted by a specified method, or contain information formatted in a certain manner, the record must:

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*#10*

- (1) be posted or displayed in the manner specified in the other law;
  - (2) be sent, communicated, or transmitted by the method specified in the other law, except as otherwise provided in subsection (D)(2); and
  - (3) contain the information formatted in the manner specified in the other law.
- (C) The electronic record is not enforceable against the recipient if a sender inhibits the ability of a recipient to store or print an electronic record.

S.C. Code Ann. § 26-6-80. The Court finds that Progressive's presentation of the Offer Form satisfies each of the requirements of § 26-6-80. First, by going online to purchase a policy of insurance and then by electronically signing the application and Offer Form, Traynum consented to conducting the insurance transaction through electronic means. Therefore, the written offer requirement of § 38-77-350(A) was satisfied when Progressive presented the form electronically. Furthermore, the Offer Form was "capable of retention" because Traynum could save and print the form. Furthermore, by instructing Traynum to either set her screen resolution or print the form, any requirement that the form be viewed as it was approved by the Department of Insurance was also satisfied.

Plaintiffs also contend that the conclusive presumption of § 38-77-350(B) does not apply because Traynum completed the form rather than an agent of Progressive. In 2006, the Supreme Court in *Floyd v. Nationwide Mut. Ins. Co.*, 367 S.C. 253, 626 S.E.2d 6 (2005), interpreted a prior version of § 38-77-350, which provided that: "If this form is properly *completed and executed by the named insured . . .*" there was a conclusive presumption of a meaningful offer and a knowing selection or rejection of optional coverage. S.C. Code Ann. § 38-77-350(B) (2005) (emphasis added). The Supreme Court held that this meant that *only* the named insured could complete the offer form and, if an agent completed the form for the insured's signature, the

insurer did not gain the protections of § 38-77-350(B). “The South Carolina General Assembly effectively reversed the *Floyd* decision with the enactment of 2006 S.C. Rat. No. 377, §1, amending § 38-77-350.” (S.C. Dept. Ins. *Bulletin No.* 2006-03 (2006). Under the amended statute – which was in effect on April 20, 2007 when Traynum applied for and purchased the insurance policy – § 38-77-350 provides that: “If this form *is signed by the named insured*, after it has been *completed by an insurance producer or representative of the insurer*, it is conclusively presumed there was an informed, knowing selection of coverage . . . .” S.C. Code Ann. § 38-77-350(B) (2007).

Plaintiffs make the novel argument that the amended version of § 38-77-350(B) now provides that only the *producer* can complete the form for the insured’s signature. In other words, what the Supreme Court held in *Floyd* to be the only way to trigger the conclusive presumption of § 38-77-350(B) is no longer valid. The legislature’s response to the *Floyd* decision does not indicate this intention.

However, even if Plaintiffs are correct that § 38-77-350(B) now requires that the form be completed by either a producer or representative of an insurance agent, that requirement is satisfied in this case. Section 26-6-140 of the UETA provides that:

In an automated transaction . . . a contract may be formed by the interaction of an electronic agent and an individual . . . including by an interaction in which the individual performs actions that the individual is free to refuse to perform and which the individual knows or has reason to know will cause the electronic agent to complete the transaction or performance.

S.C. Code Ann. § 26-6-140. Section 26-6-20 of the UETA defines “electronic agent” as “a computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performances in whole or in part, without review or action by an individual.” S.C. Code Ann. § 26-6-20(6). The parties do not dispute that no

individual person from Progressive participated in the online transaction. Therefore, this was an automated transaction between an electronic agent of Progressive and Traynum. Progressive's website acted as its "electronic agent" when it completed the Offer Form based upon her selections on the previous pages. Therefore, a "representative" of Progressive completed the form and Traynum signed the form.

"A record or signature must not be denied legal effect or enforceability solely because it is in electronic form." S.C. Code Ann. § 26-6-70(A). Traynum received and electronically signed the Offer Form presented by Progressive. The offer satisfies all of the requirements of § 38-77-350(A) and § 26-6-80. By signing the form, Traynum triggered the conclusive presumption § 38-77-350(B). Therefore, the safe harbor provisions in § 38-77-350 apply and Progressive enjoys a conclusive presumption of a meaningful offer of optional coverage.

#### CONCLUSION

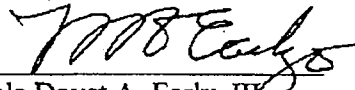
For the above-stated reasons, the Court finds that the § 38-77-350(B) conclusive presumption applies and Progressive is entitled to summary judgment. Traynum received the written offer form electronically in a manner capable of retention and then electronically signed the form after it was completed by an agent of Progressive. Furthermore, the form satisfies all of the requirements of § 38-77-350(A). Therefore, the presumption applies and Progressive is entitled to summary judgment.

Therefore, it is ORDERED, ADJUDGED, and DECREED that Defendant's Motion for Summary Judgment is GRANTED, Loretta Traynum received a meaningful offer of optional UIM coverage, which she rejected.

Furthermore, the Plaintiffs' Motion for Summary Judgment is denied.

It is so ORDERED.

This the 31<sup>st</sup> day of October, 2013.



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The Honorable Doyet A. Early, III  
Presiding Judge of the 2<sup>nd</sup> Judicial Circuit

**FORM 4**

**STATE OF SOUTH CAROLINA  
COUNTY OF AIKEN  
IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE  
CASE NUMBER 2010CP0202665**

Loretta Traynum                      Leorard Traynum	Cynthia Scavens  Progressive Direct Insurance Company
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**PLAINTIFF(S)**

**DEFENDANT(S)**

<b>Submitted by:</b>	Attorney for: <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <input type="checkbox"/> Self-Represented Litigant
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**DISPOSITION TYPE (CHECK ONE)**

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**                       Rule 12(b), SCRCP;                       Rule 41(a), SCRCP (Vol. Nonsuit);  
 Rule 43(k), SCRCP (Settled);                       Other: \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):**                       Rule 40(j) SCRCP;                       Bankruptcy;  
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;                       Other: \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;     Reversed;     Remanded;     Other:

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

**IT IS ORDERED AND ADJUDGED:**  See attached order; (formal order to follow)  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.

Additional information for the Clerk: \_\_\_\_\_

**INFORMATION FOR THE JUDGMENT INDEX**

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

11/5/2013

**Circuit Court Judge**

**Judge Code**

**Date**

**For Clerk of Court Office Use Only**

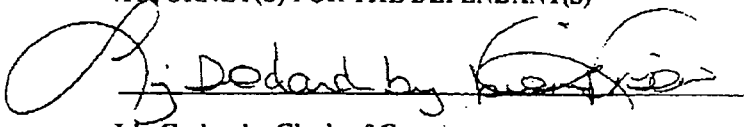
This judgment was entered on **November 5, 2013**, and a copy mailed first class or placed in the appropriate attorney's box on **November 5, 2013**, to attorneys of record or to parties (when appearing pro se) as follows:

**Thomas Roy Young Jr. PO Box 651 Aiken, SC 29802**

**John Robert Murphy PO Box 6648 Columbia, SC 29260**

**ATTORNEY(S) FOR THE PLAINTIFF(S)**

**ATTORNEY(S) FOR THE DEFENDANT(S)**



**Court Reporter**

**Liz Godard - Clerk of Court**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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FORM 4

STATE OF SOUTH CAROLINA  
 COUNTY OF Aiken  
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-02-02665

Loretta Traynum and Leonard Traynum

Cynthia Scavens and Progressive Direct  
 Insurance Company

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or
	<input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court; Plaintiff's Motion to Reconsider is DENIED.

ORDER INFORMATION

This order  ends  does not end the case.  
 Additional Information for the Clerk :

12-3-13  
*L. Hodson*  
 P.C.P. & S.  
*Anita Knoche* 1030  
 Deputy Clerk

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

*Tommy*  
 Circuit Court Judge      *0136* Judge Code      *12-3-13* Date

**For Clerk of Court Office Use Only**

This judgment was entered on 12-3-13, and a copy mailed first class or placed in the appropriate attorney's box on 12-3-13, to attorneys of record or to parties (when appearing pro se) as follows:

Thomas Roy Young Jr. PO Box 651 Aiken, SC 29802

John Robert Murphy PO Box 6648 Columbia, SC 29260

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

*Liz Godard by e.knepper*

Court Reporter

Liz Godard - Clerk of Court

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

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