STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT
Roland O'Neil Rabon, Jr., Plaintiff, v. Paul Hulsey, Cherie Durand, Kimberly Thomason, Devon Puriefoy, Desa Ballard, Mayra Michalski, Margaret Ann Miniard, John & Jane Does ##1-14, Defendants.	**C.A. No. 2024-CP-23-03236** **ORDER DENYING POST TRIAL MOTIONS**

This matter came before the Court upon Defendants' Post-Trial Motions ("Post-Trial Motions") and Defendants' Motion to Stay Judgment and Order for Sanctions ("Motion to Stay") (treated together, "Defendants' Motions") filed on March 23, 2026, in the above-captioned matter. Based on the pleadings, motions, memoranda, and evidence of record, Defendants' Motions are DENIED as set forth herein.

I. PROCEDURAL HISTORY

On May 24, 2024, Plaintiff Roland O'Neil Rabon, Jr. ("Rabon" or "Plaintiff") filed a Summons and Complaint against Defendants in the Greenville County Court of Common Pleas for South Carolina. On September 24, 2024, Mr. Rabon filed an Amended Complaint against Defendants asserting claims for libel, libel *per se*, slander, slander *per se*, intentional interference with prospective contractual relations, civil conspiracy, and violations of the South Carolina Unfair Trade Practices Act. Defendants were duly served and filed a motion to dismiss pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure ("SCRCP"). On October 3, 2024, Judge Salvini issued a Form 4 Order denying Defendants' motion to dismiss.

Exhibit K

On October 14, 2024, Defendants filed a Motion to Alter or Amend Judge Salvini's interlocutory order denying their motion to dismiss pursuant to Rule 59(e), SCRCP. Even though their Answer to Mr. Rabon's Amended Complaint was due on October 18, 2024, Defendants failed to file an Answer until November 12, 2024. Judge Salvini thereafter denied Defendants' Motion to Alter or Amend her October 3, 2024 order on November 27, 2024.

On October 28, 2024, counsel for Mr. Rabon filed an affidavit asking the Court to enter default against the Defendants under Rule 55, SCRCP. On November 4, 2024, Defendants filed a Petition to the Chief Justice of the South Carolina Supreme Court seeking the recusal of Judge Salvini. On November 12, 2024, Mr. Rabon filed a motion for default judgment pursuant to Rule 55(b) and requested a damages hearing.

Three weeks after Mr. Rabon filed an affidavit for entry of default, Defendants filed an Objection and Motion to Set Aside Entry of Default on November 18, 2024. On December 27, 2024, Defendants filed an appeal of Judge Salvini's November 27, 2024 order with an amended appeal following on December 30, 2024. The South Carolina Court of Appeals dismissed the appeal on January 6, 2025. On January 16, 2025, Defendants filed a Motion to Reinstate the Appeal which was denied on April 17, 2025 and again resulted in the appeal's dismissal. On February 11, 2025, Defendants filed a Supplemental Petition to the Chief Justice of the South Carolina Supreme Court. On February 13, 2025, the Chief Justice issued an Order assigning this matter and the other related matters (*Rabon v. Hulsey*, Case No: 2024CP2303236; *Jennings v. Hulsey*, Case No.: 2024CP2303271; *Plaxco v. Hulsey*, Case No.: 2024CP2303329; *Browning v. Hulsey*, Case No.: 2024CP2303730) to the undersigned for further handling.

On April 4, 2025, this Court issued a Form 4 Order granting Plaintiff's Motion for Entry of Default and denying Defendants' Motion to Set Aside the Entry of Default with a more detailed

Order following on April 17, 2025. On April 28, 2025, Defendants also filed a Motion for Reconsideration and to Alter or Amend this Order. On July 10, 2025, without an operative Answer on file, Defendants filed a Motion for Judgment on the Pleadings or in the Alternative for a Stay. On July 30, 2025, Defendants filed a Motion to Bifurcate the upcoming, nonjury, damages trial arising from their default. On August 18, 2025, while Defendants' other motions remained pending, Defendant Durand filed a Motion to Vacate the Order of Entry of Default and another Motion to Dismiss.

On January 13, 2026, this Court held a default judgment hearing concerning damages in the above-captioned matter. Evidence was presented of the damages suffered by Mr. Rabon due to three defamatory letters ("Defamatory Letters") transmitted by Defendants about him. Prior to the commencement of this hearing, the Court heard and denied Defendants' pending Motions for Judgment on the Pleadings and for Reconsideration or to Alter and Amend the interlocutory order denying their Motion to Set Aside the Entry of Default against them. At this time, the Court also heard and later granted Plaintiff's Motion for Sanctions against Defendants due to misconduct during their depositions.

On January 30, 2026, Mr. Rabon submitted a Proposed Order on damages to be awarded in this case and on his Motion for Sanctions, which was joined by the Plaintiffs in the companion cases. Five weeks later, at 12:10 PM on March 6, 2026, the Court notified the Parties that it had signed and submitted an Order and Judgment in this case. Roughly an hour later on March 6, 2026, Defendants filed a Memorandum in Opposition to the Proposed Order and their Motion for Judgment as a Matter of Law. On March 12, 2026, this Court issued its Order and Final Judgment on damages and an Order granting Plaintiff's Motion for Sanctions.

On March 23, 2026, Defendants filed a Motion to Stay the Judgments and Order on the Motion for Sanctions. Then, the next day on March 24, 2026, Defendants filed their omnibus brief of Post-Trial motions and Motion to Alter or Amend the Court's Sanctions Order. On April 22, 2026, Plaintiffs filed an omnibus Response in Opposition to Defendants' Post-Trial motions and Motion to Alter or Amend the Court's Sanctions Order. Mr. Rabon also filed a Response in Opposition to Defendants' Motion to Stay the Judgments and Order for Sanctions.

With this Order, this Court considers Defendants' Post-Trial motions and Motion to Stay the Judgment and Order for Sanctions. Based on the evidence presented at the damages hearing as well as the parties' briefs on the issues, this Court denies Defendants' Motions as set forth herein.

II. <u>STANDARDS OF REVIEW</u>

A. Rule 52(b), SCRCP

Following a trial before the Court, a party may file a motion asking the Court to amend its findings and judgment:

> Upon motion of a party made not later than 10 days after receipt of written notice of entry of judgment the court may amend its findings or make additional findings and may amend the judgment accordingly, and the motion may be made with a timely motion for a new trial. When findings of fact are made in actions tried by the court without a jury, the question of the sufficiency of evidence to support the findings may thereafter be raised whether or not the party raising the question has made in the trial court an objection to such findings or has made a motion to amend them or a motion for judgment.

See SCRCP 52(b). Under this Rule, "the trial court's decision to amend an order and modify its own damages award lies with the sound discretion of the trial court." *Green v. Johnson*, 446 S.C. 326, 338, 919 S.E.2d 894, 900 (2025).

B. Rule 59(a), SCRCP

"A motion for a new trial *nisi remittitur* asks the trial court to reduce the verdict because the verdict is merely excessive." *James v. Horace Mann Ins. Co*., 371 S.C. 187, 193, 638 S.E.2d 667, 670 (2006). "The denial of a motion for a new trial *nisi* is within the trial court's discretion and will not be reversed on appeal absent an abuse of discretion." *Id*. "If the amount of the verdict is grossly inadequate or excessive so as to be the result of passion, caprice, prejudice, or some other influence outside the evidence, the trial court must grant a new trial absolute." *Id*.; *see also Sanders v. Prince*, 304 S.C. 236, 238, 403 S.E.2d 640, 642 (1991) ("When a verdict is 'grossly excessive and the amount awarded is so shockingly disproportionate to the injuries as to indicate that the jury acted out of passion, caprice, prejudice, or other consideration not founded on the evidence, it becomes the duty of this Court, as well as the trial court, to set aside the verdict.' ") (quoting *Small v. Springs Indus*., 292 S.C. 481, 487, 357 S.E.2d 452, 455 (1987)).

C. Rule 59(e), SCRCP

Under Rule 59(e), "[a] motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order." "The purpose of Rule 59(e), SCRCP, to alter or amend the judgment[,] is to request the trial judge to 'reconsider matters properly encompassed in a decision on the merits." *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992) (quoting *Budinich v. Becton Dickinson and Co*., 486 U.S. 196, 200 (1988).

III. <u>FINDINGS OF THE COURT</u>

A. No Basis Exists to Alter or Amend the Court's Judgment on Grounds the Entry of Default Against Them Should Have Been Previously Set Aside.

According to Defendants, the Court should reconsider, alter, or amend its judgment because the Court should have set aside the entry of default against them. The Court disagrees. When denying their Motion to Set Aside Entry of Default, the Court previously ruled: "Defendants failed to offer a satisfactory explanation as to why they did not file timely answers and counterclaims, as was their required threshold burden needed to establish good cause under SCRCP 55(c)." (April 17, 2025 Order, at *3). No satisfactory explanation has ever been offered by Defendants.

Even if Defendants had made an adequate threshold showing by offering a satisfactory explanation for their default, which they did not, the Court further found Defendants failed to satisfy the *Wham* factors because: "(1) Defendants waited too long to seek relief from the entry of default against them …; (2) Defendants made no evidentiary submittal establishing the existence of a potential meritorious defense; and (3) Plaintiffs would now be prejudiced if the Court granted Defendants' Motion …." (*Id*. at *3-4). This Court agrees with the positions set forth by Plaintiffs in their Omnibus Response Brief. Defendants offer neither new evidence nor any meaningful new arguments warranting the Court's alteration or modification of its prior ruling.

B. The Court Denies Defendants' Motion to Alter or Amend the Judgment Based Upon Plaintiff's Alleged Failure to State a Claim Supportive of Relief.

This Court has previously rejected the arguments set forth in Defendants' Motion to "Alter or Amend the Judgments Because Plaintiffs Cannot Succeed on Claims Against Defendants" on no less than four (4) prior occasions. The Court expressly addressed and rejected these arguments, without limitation, in its Orders dated October 2 and 3, 2024, November 27, 2024, and April 17, 2025.[1] The Court further rejected such arguments when it denied Defendants' Motion for

[1] Notably, this Court's April 17, 2025, Order denied Defendants' Motion to Set Aside and specifically held that "Defendants made no evidentiary submittal establishing the existence of a potential meritorious defense." (*Id*., at *3-4).

Reconsideration of the Denial of the Motion to Set Aside and their Motion for Judgment on the Pleadings during the damages trial. *See* Vol. I, Trans. p. 18, ll. 11-19 and p. 85, ll. 7-11. Then, when the Court entered its Order and Final Judgments in favor of Mr. Rabon on March 12, 2026, such ruling further operated to deny the same.[2] Accordingly, after careful consideration of the record and the Parties' filings, the Court finds no basis exists to disturb its prior rulings; Defendants' Motion, in this regard, is, therefore, denied.

C. Defendants' Motion for a Judgment as a Matter of Law.

The Court issued a separate Order, filed *nunc pro tunc*, addressing the JMOL Motion in greater detail. In that order, the Court found that Defendants' Motions for a Judgment as a Matter of Law ("JMOL Motion") lacked merit and were denied.

To the extent that the Defendants' Motions for reconsideration request modification of the Court's denial of the JMOL motion, that Motion is also DENIED.

D. The Court Denies Defendants' Motion to Alter or Amend the Judgment as to Rabon's Compensatory Damages.

This Court similarly denies Defendants' Motion to Alter or Amend its Final Order and Judgment as to Mr. Rabon's Compensatory Damages. Defendants assert Mr. Rabon failed to prove he was entitled to recover damages for the economic loss and reputational harm he sustained due to Defendants' authoring, execution, and transmittal of the Defamatory Letters. In short,

[2] *See, e.g., U.S. v. Dubrule*, 822 F.3d 866 884-85 (6th Cir. 2016) (collecting cases from five other circuits); *see also Keeton*, 667 F.3d at 882 ("Final judgment necessarily denies pending motions."); *United States v. Jasso*, 634 F.3d 305, 307, n.2 (5th Cir. 2011); *Toronto-Dominion Bank v. Cent. Nat. Bank & Tr. Co.*, 753 F.2d 66, 68 (8th Cir. 1985); *Addington v. Farmer's Elevator Mut. Ins. Co.*, 650 F.2d 663, 666 (5th Cir. 1981); *Pinson v. Berkebile*, 576 F. App'x 710, 711 (10th Cir. 2014); *Gorrell v. Hastings*, 541 F. App'x 943, 946 (11th Cir. 2013); *see also infra*.

Defendants claim Mr. Rabon did not present sufficient evidence to establish he suffered economic or reputational harms due to the Defamatory Letters. The Court disagrees.

In its Final Order and Judgment, the Court specifically found that Mr. Rabon had presented sufficient evidence to warrant an economic damages award. Ample evidence of record establishes that by the time Defendants ever filed their federal lawsuits, which were notably all dismissed, Rabon had already sustained significant economic and reputational harms. The record evidence confirms the content of the Defamatory Letters had immediately cycled throughout Rabon's client referral base, the Greenville Bar, and Rabon's local community in May of 2024.[3] In that respect the Court's Order based its findings concerning Rabon's economic loss upon evidence showing: lost personal fee income, lost billable time, financial losses caused by his forced early retirement, and legal fees he incurred.

Such economic losses were in addition to an abundant evidentiary record establishing Mr. Rabon had suffered greatly at the hands of Defendants. He suffered humiliation, anxiety, mental anguish, and sadness due to Defendants' misconduct. The evidence establishes Mr. Rabon lost his love for his profession. He sustained harms to his familial and professional relationships. And, the evidence shows Mr. Rabon suffered great mental anguish knowing his professional legacy had been tarnished at the twilight of his career. The Court of Appeals for South Carolina has explicitly held that this Court is: "vested with considerable discretion over the amount of a damages award." *Vortex Sports & Entm't, Inc. v. Ware*, 378 S.C. 197, 208, 662 S.E.2d 444, 450 (Ct. App. 2008) (also stating appellate review of "the amount of damages is limited to the correction of errors of law" and it does not "weigh the evidence, but determine if any evidence supports the award.").

[3] The Court incorporates all of its findings from its Order and Judgment herein.

Accordingly, the Court rejects Defendants' argument that Rabon failed to establish the damages awarded to him.

Defendants' argument as to Mr. Rabon' damages for reputational harm fails for another reason. As this Court stated in its Final Order and Judgment, Mr. Rabon was not required to prove such damages. "When [as here] a defamatory statement is actionable *per se*, the plaintiff need not prove general damages—as these damages are presumed—and the defendant is presumed to have acted with common law malice." *Kunst v. Loree*, 424 S.C. 24, 39, 817 S.E.2d 295, 302-03 (Ct. App. 2018). Accordingly, Defendants' argument that Mr. Rabon did not present evidence showing actual harm to his reputation also fails because such are presumed.

Moreover, because Defendants are in default, liability has already been conclusively established. As such, Defendants cannot relitigate whether the Defamatory Letters' publication caused harm or were otherwise actionable. At the damages trial, the only remaining issue before the Court was the extent of Mr. Rabon's damages. Based on the testimony, documentary evidence, and credibility determinations made during the hearing, this Court found more than adequate evidence supported the amounts awarded to Mr. Rabon due to his economic, reputational, and non-economic harms resulting from Defendants' misconduct. Accordingly, the Court denies Defendants' challenges to this Court's compensatory damages award.

E. Clear and Convincing Evidence Supports the Court's Award of Punitive Damages to Mr. Rabon.

According to Defendants Kimberly Thomason, Devon Puriefoy, and Desa Ballard (treated herein as, "Lawyer Defendants"), the evidentiary record fails to support an award of punitive damages against them. The Court rejects such an assertion and instead finds the evidence of record clearly and convincingly supports the Court's award of punitive damages against the Lawyer Defendants.

The Lawyer Defendants claim: "None of the plaintiffs presented any evidence showing what any of the Attorney Defendants even did in connection with the letters. Plaintiffs did not show who wrote the letters, who reviewed the letters, and who sent the letters." (Def. Post-Trial Motions, p. 32.) The Court rejects such assertions for three (3) reasons.

As an initial matter, the Court finds that no dispute exists, or has ever existed, about whom wrote or transmitted the Defamatory Letters. It was the Lawyer Defendants working together in concert. Mr. Rabon's Complaint alleged the Lawyer Defendants jointly drafted, executed, and coordinated the transmittal of the Defamatory Letters. And the Lawyer Defendants then defaulted deeming all such allegations as true. *Roche v. Young Bros., of Florence*, 332 S.C. 75, 81, 504 S.E.2d 311, 314 (1998) ("It is well settled that by suffering a default, the defaulting party is deemed to have admitted the truth of the plaintiff's allegations and to have conceded liability.").

Moreover, the Lawyer Defendants' own filings, filed subject to Rule 11 SCRCP, repeatedly certified to the Court that *they jointly* sent the Defamatory Letters. Yet, the Lawyer Defendants now appear to question facts they have serially represented and certified to the Court as true, while simultaneously attempting to invoke litigation privilege, which likewise concedes they wrote and transmitted the Defamatory Letters. The Court rejects such arguments.

The Court also rejects the Lawyer Defendants' arguments as demonstrably wrong. The undisputed record evidence clearly and convincingly proves all of the evidentiary facts Defendants now claim as somehow missing. An illustrative but non-exhaustive list of such record evidence includes:

i. All of the Defamatory Letters appear on the letterhead of the Hulsey Law Group; all the letters affix the names of the Lawyer Defendants; and all arrived *via* certified mail in envelopes bearing the logo of the Law Office of Truluck Thomason on or about May 17,

2024. Both physical and testimonial evidence, therefore, demonstrates the Lawyer Defendants acted in concert in authoring and transmitting the Defamatory Letters.

ii. Prior to their May 17, 2024 transmittal of the Defamatory Letters, the Lawyer Defendants failed to contact Mr. Rabon about their supposed concerns undergirding the Defamatory Letters, concerns they refused to disclose during their depositions to the extent they exist. Such facts demonstrate a reckless indifference to Mr. Rabon's rights since the Lawyer Defendants refused to spend even the time for a phone call before widely accusing a licensed professional of serial felonies.

iii. Although the Lawyer Defendants could have mitigated Mr. Rabon's ongoing reputational harm by recanting their defamatory accusations, they have purposefully chosen not to do so. This purposeful choice perpetuates Mr. Rabon's injuries.

iv. The record evidence uniformly established the content of the Defamatory Letters was false. Mr. Rabon likewise introduced evidence establishing the severity of the harms inflicted upon him due to the grave accusations contained in the Defamatory Letters. Thus, Mr. Rabon continues to absorb reputational harms and damages despite the falsity of Defendants' accusations.

v. After the Lawyer Defendants filed their RICO Complaints, the United States District Court dismissed all three lawsuits finding none had adequately alleged even a single predicate act to sustain a RICO cause of action. At the time they filed their RICO lawsuits, the Lawyer Defendants had already been served with Mr. Rabon's Complaint accusing them of defamation. On this factual backdrop, the Lawyer Defendants' inability to allege even a single colorable claim reflects they knew they lacked credible evidence at the time they jointly authored and transmitted the Defamatory Letters.

vi. The Lawyer Defendants have made threats they will persist in their misconduct thereby implicating the need for deterrence from the Court.

vii. Further evidencing their knowledge and intent at the time of their transmittal, the Defamatory Letters themselves acknowledge the damaging nature of their content. Cherie Durand similarly testified she was aware of the serious nature of the Letters' allegations when they were transmitted, as did Desa Ballard. As a result, in May of 2024, the Lawyer Defendants knew they lacked sufficient evidence to support the Defamatory Letters' accusations, knew the harm that would result from disseminating them, but did so anyway *three* times.

viii. The testimony of Cherie Durand confirmed the Defamatory Letters were transmitted to the named recipients. The trial evidence likewise established the Defamatory Letters thereafter spread like wildfire through the Greenville Bar Association and Upstate Community. As a result, Mr. Rabon suffered widespread reputational injuries in the Bar Association and community where he lives, works, and most critically relies upon the value of his name.

ix. Durand's testimony likewise confirmed the law firm of Truluck Thomason, LLC transmitted the Defamatory Letters. She also testified the Lawyer Defendants had several meetings before transmitting the Defamatory Letters confirming their collective knowledge, direct participation, and concert of action. Accordingly, the Court's finding of uniform culpability among the Lawyer Defendants mirrors credible evidence of record.

x. The Defamatory Letters served no recognizable or *bona fide* purpose. They contain no money demand. They fail to identify the clients on behalf of whom the correspondence was transmitted. They neither attach a draft Complaint, nor explain how the conclusory and false accusations in the Defamatory Letters somehow relate to the letters' recipients, including Mr. Rabon. The Defamatory Letters were published to a wide range of recipients, including Plaintiff's clients for no good reason and in bad faith.

xi. Like Mr. Rabon, Kim Thomason, Devon Puriefoy, and Desa Ballard handle probate matters, compete for work, and benefitted commercially by tarnishing Rabon's reputation while competing against him for work. The Lawyer Defendants, therefore, had a pecuniary motive to harm Mr. Rabon's reputation further explaining their misconduct and callousness.

xii. Just like the Lawyer Defendants' refusal to identify the basis for any of their defamatory accusations evidences no basis existed, the Defamatory Letters themselves also betray the lack of any *bona fide* supporting investigation. The Defamatory Letters merely state a series of conclusions bereft of any factual enhancement. Indeed, one of the recipients of the Defamatory Letters, who the Lawyer Defendants accused of ongoing participation in a RICO enterprise in mid-May of 2024 had died in 2020, four years earlier. Such facts evidence the investigation conducted by the Lawyer Defendants, if any, lacked rigor.

xiii. None of the Lawyer Defendants could testify about even the most basic facts supporting the accusations in the Defamatory Letters but instead asserted improper privileges and immunities. Such evidence of cover-up and concealment supports an award of punitive damages

Due to the foregoing and all other evidence of record, more than enough evidence supports the Court's punitive damage awards against the Lawyer Defendants in favor of Mr. Rabon in this case.

Second, the Lawyer Defendants cite Rule 1.6 of the South Carolina Rules of Professional Conduct to justify their deposition misconduct. While the Court previously heard and rejected such arguments when issuing its Sanctions Order, the Lawyer Defendants appear to have misunderstood the Court's rulings. When compared to one another, a pattern emerges from the Lawyer Defendants' deposition testimony. Their deposition transcripts confirm the existence of an agreed-upon common scheme and plan to obstruct Mr. Rabon from learning the truth about their misconduct by engaging in obstructionist tactics. Simply no justification exists for the misconduct exhibited in the Lawyer Defendants' depositions where four officers of the Court intentionally obstructed Mr. Rabon from obtaining trial evidence in the form of party depositions by baselessly invoking the work product immunity and attorney-client privilege. The Court finds it troubling that Defendants now portray their misconduct as somehow laudable, while reverting to attacks upon Mr. Rabon and his counsel.

The Court finds Defendants' misconduct at their depositions, in and of itself, evidences their ill-intent. It proves a coordinated cover-up. It confirms the Lawyer Defendants communicated, agreed upon a plan to conceal their misconduct, and evidences their joint participation. Otherwise, they would have identified the factual information exculpating their actions.[4] *See, e.g., Hundley ex rel. Hundley v. Rite Aid of S.C.,* Inc., 339 S.C. 285, 295, 529 S.E.2d 45, 51 (Ct. App. 2000).

F. The Court Denies Defendants' Motion to Alter or Amend the Judgment for Reliance Upon the Lawyer Defendants' Deposition Misconduct.

This Court denies Defendants' Motion to Alter or Amend the Judgments for Reliance on the Attorney Defendants' Conduct During their Depositions. Defendants incorrectly contend it

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[4] In their untimely Answer rejected by the Court, it is noteworthy that the Defendants sought to allege "Truth of the Matter" as a Fourth Affirmative Defense.

was improper for this Court to consider Defendants' misconduct during their depositions as a consideration for its punitive damages award because this Court never adjudicated the merits of Defendants' refusal to answer certain questions. The Court rejects this analysis. The Court instead agrees with Mr. Rabon that Defendants' argument simply rehashes the argument presented in opposition to Mr. Rabon's Motion for Sanctions against Defendants due to their deposition-misconduct. This Court has already outlined the reasons supporting its grant of Mr. Rabon's Motion for Sanctions in its corresponding Order and incorporates those findings herein by reference. The Court has also discussed Defendants' deposition-misconduct above in this Order.

Moreover, the Court's Final Order and Judgment is clear that its award of punitive damages to Mr. Rabon was based primarily on the severity and nature of the accusations contained in the Defamatory Letters, Defendants' own acknowledgment within those letters of the gravity of their false accusations, and Defendants' intentional decision to disseminate the Defamatory Letters to an array of recipients, including Mr. Rabon's clients and referral sources. This Court also specifically considered that Defendants chose to accuse Mr. Rabon of criminal racketeering activity, fraud, extortion, and corruption of the judicial system without first reporting such alleged conduct to the South Carolina Bar or even contacting Mr. Rabon directly before widely disseminating such accusations to third parties. In addition to the discussion of the evidentiary basis for the Court's award of punitive damages, *see supra*, such facts alone provided a substantial and independent basis for this Court's punitive damages award.

Significantly, while this Court did reference the Lawyer Defendants' misconduct during their depositions as *a* basis for punitive damages, such misconduct was neither the sole nor primary basis for such award. But, Defendants' misconduct during their depositions did further reinforce the Court's conclusion that Defendants' Defamatory Letters were sent with an improper, reckless, and malicious purpose. Such misconduct likewise confirmed the concert of action by the Lawyer Defendants. The Court did also consider Lawyer Defendants' deposition-misconduct when evaluating their credibility, intent, malice, and continued refusal to acknowledge the gravity of the false accusations they disseminated against Mr. Rabon. Further, the Lawyer Defendants' argument ignores that their deposition testimony and misconduct were introduced and considered within the broader evidentiary record presented at Mr. Rabon's damages trial.

For these reasons, the Court finds that Defendants have failed to establish any basis for altering or amending this Court's Final Orders and Judgment on this ground.

G. The Court Denies Defendants' Motion to Alter or Amend the Judgment Due to Defense Counsel's Trial Conduct.

This Court denies Defendants' Motion to Alter or Amend the Judgment for Reliance on Defense Counsel's Conduct During Trial. Defendants argue this Court improperly considered the conduct of Defense Counsel during the trial on Rabon's damages in support of its punitive damages awards and other findings contained in the Final Order and Judgment. The Court rejects Defendants' argument in this regard.

Nothing in this Court's Final Order and Judgment indicates that punitive damages were imposed against the Lawyer Defendants based upon the conduct of Defense Counsel during trial. Ample evidence of record and corresponding factual findings support the Court's award of punitive damages to Mr. Rabon against the Lawyer Defendants. Nowhere did the Court indicate Defense Counsel's conduct during the trial on Mr. Rabon's damages was a basis for such award. To the extent Defendants disagree with the Court's factual findings or the weight assigned to the evidence presented during the damages hearing, such disagreement fails to establish a basis for relief under

Rules 52(b) or 59(e), SCRCP. This Court carefully considered the testimony, exhibits, and evidentiary record before it and issued an award of punitive damages based on competent evidence.

Accordingly, Defendants have failed to establish any basis for altering or amending this Court's Final Orders and Judgments on this ground.

H. The Court Denies Defendants' Motion for a New Trial Absolute or New Trial *Nisi Remittitur* Due to the Excessiveness of the Verdict.

The Court denies Defendants' Motion for a New Trial Absolute or New Trial *Nisi Remittitur* Because of the Excessiveness of the Verdicts. Defendants argue the damages award entered in favor of Mr. Rabon is excessive for three reasons: (1) Mr. Rabon failed to present any evidence of actual harm; (2) this Court's judgment was not the product of a full and fair litigation in which Defendants were able to defend themselves; and (3) Mr. Rabon failed to present evidence Defendants acted with malice or intent with regard to him.

It is axiomatic: "A new trial absolute should be granted only if the verdict is so grossly excessive that it shocks the conscience of the court and clearly indicates the amount of the verdict was the result of caprice, passion, prejudice, partiality, corruption, or other improper motive." *Knoke v. S.C. Dep't of Parks, Recreation & Tourism*, 324 S.C. 136, 141, 478 S.E.2d 256, 258 (1996). "If the trial court determines that the verdict is 'merely excessive,' the court has the power to reduce the verdict by granting a new trial nisi remittitur." *Burke v. AnMed Health*, 393 S.C. 48, 56, 710 S.E.2d 84, 88 (Ct. App. 2011).

At the outset, it is unclear whether such Motion is even appropriate in a non-jury trial context. The relief sought by Defendants appears inseparably tied to the existence of a jury verdict as our Supreme Court has stated, "[i]n determining whether any verdict is adequate or excessive . . . the court must give 'substantial deference' to the jury's determination of damages." *Jolly v. Fisher Controls Int'l, LLC*, 443 S.C. 511, 523, 905 S.E.2d 380, 387 (2024) citing *Rush v.*

Blanchard, 310 S.C. 375, 379, 426 S.E.2d 802, 805 (1993). Defendants do not cite any authority supporting the applicability of such Motions under the circumstances of this case, namely a non-jury damages trial conducted following the entry of default.

The Court nonetheless finds that its Final Order and Judgment was not excessive so as to warrant a new trial absolute or new trial *nisi remittitur*. Defendants' first and second arguments fail because they were in default. By failing to answer Plaintiff's Complaint in the time required, Defendants admitted the allegations contained therein and conceded liability as to Mr. Rabon's claims for libel, libel *per se*, slander, slander *per se*, interference with prospective contractual relations, civil conspiracy, and violations of the South Carolina Unfair Trade Practices Act. *See Solley v. Navy Fed. Credit Union, Inc.*, 397 S.C. 192, 203, 723 S.E.2d 597, 603 (Ct. App. 2012) ("By defaulting, a defendant forfeits his right to answer or otherwise plead to the complaint."). Thus, Defendants were not entitled to present evidence and defend themselves and Mr. Rabon was not required to present evidence of actual reputational harm in a defamation *per se* action (although he did so). *See Roche v. Young Bros., Inc., of Florence*, 332 S.C. 75, 81, 504 S.E.2d 311, 314 (1998) ("It is well settled that by suffering a default, the defaulting party is deemed to have admitted the truth of the plaintiff's allegations and to have conceded liability."). The damages hearing was conducted solely for purposes of determining the appropriate amount of damages arising from Defendants' admitted conduct. *See Jackson v. Midlands Human Res. Ctr.*, 296 S.C. 526, 529, 374 S.E.d2d 505, 506 (Ct. App. 1988) ("In a default case, the plaintiff must prove by competent evidence the *amount of his damages*. . .") (emphasis added). Further, in a libel *per se* action, "the plaintiff need not prove general damages" because they are presumed. *Kunst v. Loree*, 424 S.C. 24, 39, 817 S.E.2d 295, 302-03 (Ct. App. 2018). Based upon competent evidence of record comprised of both testimony and exhibits, this Court determined Mr. Rabon proved the amount of his damages by no less than a preponderance of evidence.

Finally, Defendants' argument that Mr. Rabon failed to present evidence of malice or intent is directly contradicted by both the evidentiary record and this Court's detailed findings in its Final Order and Judgment. *See* Discussion, *supra.* Among the other findings discussed above, this Court specifically found that Defendants intentionally disseminated defamatory accusations accusing Mr. Rabon of criminal conduct, racketeering, fraud, extortion, and corruption of the judicial system to multiple recipients, including one of Mr. Rabon' clients. Additionally, the language of the Defamatory Letters themselves reflected Defendants' understanding of the extraordinary seriousness of the accusations being made. This Court's findings reflect misconduct it determined to be egregious in nature and particularly damaging given the professional standing of Mr. Rabon and the nature of the accusations disseminated against him.

Accordingly, Defendants have failed to establish any basis for a new trial absolute or new trial *nisi remittitur*, and their Motion is denied.

I. South Carolina Code § 15-32-520(E) Does Not Operate to Reduce the Punitive Awards Against the Lawyer Defendants.

Next, according to the Lawyer Defendants, the punitive damages awarded against them should be reduced because the Court did not consider the factors set forth in S.C. Code § 15-32-520(E) ("Subsection (E)"). The Court disagrees.

As an initial matter, Subsection E does not apply to punitive damages awarded by the Court without a jury. *See* S.C. Code Ann. § 15-32-520(E) ("[T]he jury may consider..."); *Gurwood v. GCA Servs. Grp., Inc.*, 445 S.C. 324, 331, 914 S.E.2d 149, 153 (2025) ("[O]ur General Assembly enacted statutes to create a framework for trial courts to follow in submitting punitive damage claims to a jury and for reviewing those awards post trial."). Nor were the Lawyer Defendants otherwise entitled to a jury trial in the instant proceedings. *Gossett v. Gilliam*, 317 S.C. 82, 87, 452 S.E.2d 6, 9 (Ct. App. 1994) ("Where a party is in default, the right to a jury trial is waived pursuant to Rule 38(d), SCRCP."). Nor were the proceedings bifurcated as also contemplated by Subsection E and the factors under Subsection (E) are illustrative, not compulsory in nature.

Even if Subsection (E)'s factors somehow applied to non-jury damage proceedings, however, the Court would still find no basis existed to reduce the punitive damage awards entered against the Lawyer Defendants. The Court had the direct opportunity to hear Mr. Rabon's evidence and evaluate its credibility. After doing so, the Court found and again finds the evidence of record amply supported the punitive awards entered against the Lawyer Defendants by clear and convincing evidence.

As reflected by the evidence of record, discussed above, and illustratively cited in Mr. Rabon's opposition briefing, the Lawyer Defendants bore and bear a high degree of culpability for their misconduct. They inflicted severe harms upon Plaintiff. Mr. Rabon did not contribute to the harms he sustained. The duration of the Lawyer Defendants' conduct was substantial (*i.e.,* spanning several years). And the Lawyer Defendants were aware of their misconduct, the harm it caused, and thereafter jointly worked to conceal their actions. The Lawyer Defendants transmitted multiple Defamatory Letters thereby repeating their misconduct. They stood to gain financially from their misconduct. As to their ability to pay, the Lawyer Defendants simply refused to provide deposition testimony allowing both Plaintiff and the Court to assess their financial resources.

The Court further finds the record evidence supports a finding that an award of punitive damages would deter the repetition of such misconduct in the future by the Lawyer Defendants and others. At the same time, the Court finds no evidence of record demonstrates any risk of duplicative punishment exists for the same misconduct on the part of the Lawyer Defendants, whether by other state or federal proceedings alleging the same facts or by criminal or civil penalties imposed due to the same misconduct. As a result, the Court finds that even if Subsection (E) applied to nonjury proceedings, which it does not, the statutory provision would not operate to reduce the punitive awards entered against the Lawyer Defendants.

J. The Court Properly Awarded Punitive Damages Separately Against Each Lawyer Defendant.

The Lawyer Defendants next challenge the punitive damages awarded against them pursuant to S.C. Code § 15-32-520(G) ("Subsection (G)"). The Court likewise rejects the Lawyer Defendants' argument in this regard. Even assuming Section 15-32-520 and its subsections applied to non-jury proceedings, which is incorrect (*see supra*), Subsection (G) still would not support what the Lawyer Defendants argue.

Subsection (G) states: "In an action with multiple defendants, **a punitive damages award must be specific to each defendant**, and each defendant is liable only for the amount of the award made against that defendant." S.C. Code Ann. § 15-32-520(G) (emphasis added). In multi-defendant proceedings involving punitive claims, then, Subsection (G) *first* requires juries to award specific punitive damage amounts against specific defendants they find so liable and *then* caps each such defendant's liability to the specific corresponding punitive amount.

In this case, the Lawyer Defendants' brief outright concedes, "the Court properly awarded damages in a separate amount for each of the Attorney[] [Defendants]…" (*See* Def. Post-Trial Motions, p. 46.) Thus, if the provision applied in non-jury proceedings, which it does not, Subsection (G) would be satisfied and any inquiry should end there. Yet, the Lawyer Defendants conflate Subsection G's requirement of a jury-specified punitive amount per defendant with their own reading of the provision requiring specific factual findings to support each punitive award.

Subsection (G)'s language does not require such findings and the Lawyer Defendants simply proceed to repeat the same arguments the Court rejected above.

K. South Carolina Code § 15-32-320(F) Does Not Create a Process for Reviewing Punitive Damages Awarded in a Non-Jury Trial.

The Lawyer Defendants further urge the Court to conduct a post-trial review of the punitive damages awarded against them pursuant to South Carolina Code § 15-32-320(F) ("Subsection F"). The Court rejects such argument as without basis. As the Lawyer Defendants concede, Subsection (F) only applies to jury verdicts.

Had the legislature intended for Subsection (F) to require trial judges to duplicate efforts by revisiting punitive damages they themselves awarded during bench trials, the General Assembly would not have used the plain and unambiguous language: "the trial court shall review the jury's decision." *Id.*; *see also Vaughn v. Bernhardt*, 345 S.C. 196, 198, 547 S.E.2d 869, 870 (2001) (Courts must apply plain and unambiguous statutory language.) The Lawyer Defendants' argument under Subsection (F) nevertheless introduces no new substance to their Motion, as they simply argue the Court should review the evidence supporting the punitive awards against them, which the Court has already rejected twice above.

L. The Application of South Carolina Code § 15-38-15 Results in Joint and Several Liability Among the Defendants.

Defendants also seek an allocation of fault under S.C. Code § 15-38-15(C) ("Section 15-38-15(C)"). Based upon the Court's review of the evidence of record, however, a fault allocation among the Defendants will not alter Defendants' joint and several liability. Under the prior iteration of S.C. Code § 15-38-15(C) in effect when Mr. Rabon's causes of action accrued and thus applicable here, Subsection (C) stated:

> **This section does not apply to a defendant whose conduct is determined to be wilful, wanton, reckless, grossly negligent,** or intentional or conduct involving the use, sale, or possession of alcohol or the illegal or illicit use, sale, or possession of drugs.

S.C. Code Ann. § 15-38-15(F) (emphasis added). In turn, Mr. Rabon's Complaint specifically alleged Defendants' conduct, across the entire group of named Defendants, was reckless, intentional, and conducted with a wanton indifference to Plaintiff's rights. In a default context, such admitted allegations statutorily render an allocation of fault among the Defendants moot.

While Mr. Rabon intentionally chose *not* to pursue punitive damages against the Non-Lawyer Defendants although he could have, such election does *not* mean the allegations of intentional and reckless conduct alleged in Plaintiff's Complaint were not deemed true against the Non-Lawyer Defendants. The Court finds this is because: "It is well settled that by suffering a default, the defaulting party is deemed to have admitted the truth of the plaintiff's allegations and to have conceded liability." *Roche v. Young Bros., of Florence*, 332 S.C. at 81, 504 S.E.2d at 314.

Under such facts, Section 15-38-15(F) forecloses Defendants' attempt to seek a fault allocation among the Defendants. As recently as April of 2026, the South Carolina Court of Appeals reached confirmed this exact analysis:

> As to the damages award, we conclude Chagas was not entitled to apportionment because he admitted Respondents' allegations of gross negligence by way of default and under section 15-38-15(F) of the South Carolina Code (Supp. 2025), apportionment is not available to a defendant who is determined to be grossly negligent.

200 River Landing Drive Phase I Condo. Ass'n, Inc., & Steven Garcia & Janis Zomber, individually & on behalf of all others similarly situated, Respondents, v. Watkins Serv., Inc., First Exteriors, LLC, Getulio Perela Chagas, FBM Constr., LLC d/b/a Fernando Monteiro, & John Doe Subcontractors or Material Suppliers 12-50, Defendants, Of whom Getulio Perela Chagas is the

Appellant., No. 2023-001832, 2026 WL 948929, at *1 (S.C. Ct. App. Apr. 8, 2026); *see also Green v. McGee*, 446 S.C. 343, 350, 919 S.E.2d 903, 906 (2025) ("However, of particular significance in this case, subsection 15-38-15(F) provides '[t]his section does not apply to a defendant whose conduct is determined to be willful, wanton, reckless, grossly negligent, or intentional ...."). Accordingly, the Court rejects Defendants' argument because application of South Carolina Code § 15-38-15 renders Defendants jointly and severally liable.

The Court also finds Defendants' argument fails for a second reason, namely, Section 15-38-15(C)(3)(a) forecloses the fault allocation urged by Defendants. In material part, Section 15-38-15(C)(3)(a) states:

> For this purpose, the court may determine that two or more persons are to be treated as a single party. **Such treatment must be used where two or more defendants acted in concert or where, by reason of agency**, employment, or other legal relationship, **a defendant is vicariously responsible for the conduct of another defendant**.

S.C. Code Ann. § 15-38-15(C)(3)(a) (emphasis added). Mr. Rabon specifically pled the Lawyer Defendants acted in concert and their default operated to deem such allegations as admitted. *Roche v. Young Bros., of Florence*, 332 S.C. at 81, 504 S.E.2d at 314. Moreover, Mr. Rabon's Complaint similarly pled the Lawyer Defendants both acted as agents of the Non-Lawyer Defendants and also acted in concert with them.

Section 15-38-15(C)(3)(a), then, statutorily compels the treatment of all Defendants "as a single party" achieving the same outcome as under Section 15-38-15(F), namely, joint and several liability for all Defendants. Such outcome necessarily follows pursuant to Section 15-38-15(A) because tortfeasors whose fault exceeds fifty percent do not escape the application of joint and several liability and since, here, Section 15-38-15(C)(3)(a) treats them as one party the provision allocates 100% fault against them. *See* S.C. Code § 15-38-15(A) ("[J]oint and several liability does not apply to any defendant whose conduct is determined to be less than fifty percent of the total fault for the indivisible damages…"); *see also Smith v. Tiffany*, 419 S.C. 548, 552–53, 799 S.E.2d 479, 481 (2017) (Section 15-38-15(A), "[A]brogates pure joint and several liability for tortfeasors who are less than fifty percent at fault.) For the reasons above, the Court rejects Defendants' allocation of fault arguments as well.

M. The Court Denies Defendants' Motion to Alter or Amend the Judgments to Reflect the Settlement by Defendants Hulsey and Durand is Denied Without Prejudice.

As an initial matter, the Court agrees that Mr. Rabon's Judgment against Defendants is subject to a set-off in the amount of any settlement between Mr. Rabon and Defendants Cherie Durand and the Estate of Paul Hulsey. That is to say: "A nonsettling defendant is entitled to credit for the amount paid by another defendant who settles." *Oaks at Rivers Edge Prop. Owners Ass'n, Inc. v. Daniel Island Riverside Devs., LLC*, 420 S.C. 424, 436, 803 S.E.2d 475, 481–82 (Ct. App. 2017) quoting *Welch v. Epstein*, 342 S.C. 279, 312-13, 536 S.E.2d 408, 425 (Ct. App. 2000) (citations omitted). Thus, the Court does not dispute Defendants are entitled to a set-off for the amount of any settlement Rabon may have entered with Hulsey or Durand.

However, Defendants failed to present any competent evidence establishing the existence of such settlement, if any, and its terms such that the Court can set-off such amount against the Judgment amount awarded to Rabon. Accordingly, the Court denies Defendants' Motion in this regard without prejudice. To the extent appropriate, Defense counsel may re-raise this issue at a later date or during supplemental proceedings.

N. The Court Denies Defendants' Motion to Stay the Execution of the Order and Judgment and the Court's Sanctions Order.

This Court already acknowledged in its Order and Final Judgment that Defendants' intentional and improper litigation conduct was a factor when awarding punitive damages against

Defendants. In *Encore Technology Group, LLC v. Trask*, the Greenville County Court of Common Pleas denied the defendant's motion to stay pending post-trial motions under similar circumstances to this case. *See id.*, at *16-17. The *Encore* Court noted that the jury awarded millions of dollars in punitive damages against the defendants due to the defendants' conduct and, "[i]n short, Defendants simply cannot be expected to fulfill their legal duties." *Id.*, at *17. Therefore, the Court found that "it would not be appropriate to stay execution of the judgment." *Id.*

This case is like *Encore Technology*. The Court denies Defendants' Motion to Stay because Defendants cannot be expected to fulfill their legal duties in this case. They have shown a blatant disregard for their duties which is, among other things, what led to the award of punitive damages against the Lawyer Defendants. Specifically, the Court found that the Lawyer Defendants' refusal to answer even the most basic questions about the Defamatory Letters reflected a "disregard for these proceedings and the Rules of Civil Procedure" as well as a "level of willful obstruction" that is "particularly egregious when committed by licensed attorneys." *See* Order and Final Judgment, at p. 15. Accordingly, this Court found the Lawyer Defendants, despite being Officers of the Court, had disregarded their "discovery obligations" imperiling the "integrity of the judicial proceedings." *Id.*

Like in *Encore*, the facts contained in Mr. Rabon's Amended Complaint—admitted due to Defendants' default—along with the evidence presented at the damages hearing, underscore the egregiousness of Defendants' conduct. The Court found that the severe accusations against Mr. Rabon caused significant and irreparable damage to his personal and professional reputation. The Court further found that the Defamatory Letters were authored, executed, and transmitted for an improper and malicious purpose, noting specifically that the Defendants acknowledged in their Letters that they were "aware of the impact the accusations may have upon the recipients' business operations." Yet, Defendants still intentionally chose to transmit the Defamatory Letters to an array of recipients. Defendants did this for potential financial gain despite the known financial detriment that it would cause Mr. Rabon.

The record establishes a sustained course of conduct evidencing disregard for discovery obligations, the integrity of judicial proceedings, and the rule of law, which the Court has already found to be both intentional and egregious. Such misconduct and unclean hands weigh heavily against the exercise of the Court's discretion to grant equitable relief in the form of a stay.

Under these circumstances, the Court finds that granting a stay would create a substantial risk that Defendants will continue to engage in improper tactics to frustrate Mr. Rabon's rights to pursue timely relief thereby prejudicing him. Accordingly, the Court respectfully declines to extend the benefit of a discretionary stay to litigants whose conduct reflects a disregard for the integrity of the Court.

CONCLUSION

The Court DENIES Defendants' Post-Trial Motions and DENIES Defendants' Notice of Motion and Motion to Stay Judgments and to Stay the Court's Order Imposing Sanctions Against Defendants.

IT IS SO ORDERED.

Eugene C. Griffith
Circuit Judge Presiding

Case Caption: Roland Oneil Rabon Jr vs. Paul Hulsey , defendant, et al

Case Number: 2024CP2303236

Type: Order/Other

It is so ordered

Eugene C. Griffith, Jr. 2154

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