

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF HORRY )  
 )  
 Progressive Northern Insurance Co., )  
 )  
 Plaintiff, )  
 )  
 vs. )  
 )  
 Brandon Lawrence and Ashley Outlaw, )  
 )  
 Defendants. )

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IN THE COURT OF COMMON PLEAS  
 C/A NO.: 2016-CP-26-05356

**ORDER AND JUDGMENT**

**RECEIVED**

DEC 21 2017

SC Court of Appeals

ELECTRONICALLY FILED - 2017 Nov 28 2:44 PM - HORRY - COMMON PLEAS - CASE#2016CP2605356

This matter came before me on October 18, 2017 for a non-jury trial. The parties agreed to submit this action for a ruling based upon their trial briefs and the exhibits thereto, the depositions of the Defendants and the live testimony of Defendant Brandon Lawrence, as well as arguments made by the parties in their trial briefs and orally at the hearing, at the conclusion of which this Court requested proposed orders from the parties.

Plaintiff Progressive Northern Insurance Co. (hereinafter "Progressive") contends that a meaningful offer of underinsured motorist (UIM) coverage was made to the Defendants, which was rejected by Defendant Ashley Outlaw (hereinafter "Outlaw") on behalf and as agent of Defendant Brandon Lawrence (hereinafter "Lawrence") and that Progressive is therefore entitled to a judgment declaring that UIM coverage is not available under the subject policy. Lawrence contends that, although he asked Outlaw to get insurance on the motorcycle and there was no discussion of UIM coverage, she was not authorized to reject Progressive's offer of UIM coverage.

**FINDINGS OF FACT**

The facts of this declaratory judgment action are not in dispute. Outlaw and Lawrence were never legally married but lived in the same house with their children from 2008 until 2013. Lawrence Dep. p.8, lines 9-18; p.37, lines 13-20; Outlaw Dep. p.7, lines 3-25. Lawrence and Outlaw both contributed to the purchase of their home and split the household expenses.

Lawrence Dep. p.38, lines 9-24; Outlaw Dep. p.27, line 11 - p.28, line 11; p. 29, lines 10-14. Outlaw handled the couple's bills as well as the insurance needs of the household. Lawrence Dep. p.39, lines 3-17; p.42, line 24 - p. 43, line 2; Outlaw Dep. p.29, line 15 - p. 30, line 1; p. 36, lines 5-8.

On August 19, 2009, Outlaw obtained a South Carolina Motorcycle Policy with Progressive, covering Lawrence's 2004 Big Dog Chopper motorcycle.<sup>1</sup> (Application and Declarations Page – Exhibit C to Plaintiff's Trial Brief). Outlaw procured this policy with Lawrence's express permission and knowledge. Lawrence Dep. p.39, lines 23-24; p.40, lines 11-20; p.41, lines 7-9; p.41, lines 15-17; p. 40, line 25 - p.41, line 6; Outlaw Dep. p.30, lines 2-15; p.34, line 23 - p.35, line 2; p. 40, lines 18-22. Despite never being legally married, Outlaw was listed on the application as "Married" and as an "Insured," and Defendant Lawrence was listed as "Married" and as the "Spouse." On September 5, 2009, on her own behalf and on behalf of Lawrence, Outlaw filled out and signed the application form, rejecting optional UIM coverage on the policy. Outlaw Dep. p.35, lines 9-13. Outlaw ultimately paid the premium for the policy and was reimbursed by Lawrence. Lawrence Dep. p.43, lines 3-11; Outlaw Dep. p.32, lines 14-18; p.35, lines 3-8. Lawrence testified at trial that he "assumed" that Outlaw would purchase UIM coverage, but that he did not expressly ask her to do so. He acknowledged that he asked her to purchase insurance coverage on his motorcycle and that she had his permission to do so. He further acknowledged that he never read their policy.

On May 13, 2013, Lawrence was involved in an accident in Surfside Beach while operating the insured motorcycle. Lawrence filed suit against the alleged at-fault driver and has settled with her liability carrier on a Covenant Not to Execute. Progressive has appeared in the tort suit, as has IDS Property Casualty Insurance Company ("IDS"), which is also alleged to have UIM coverage available for Lawrence. IDS has filed a separate declaratory judgment action alleging there is no UIM coverage available under its policy because the vehicle Lawrence

<sup>1</sup> Lawrence testified in his deposition that the motorcycle was purchased in the name of his son, Chandler, who was "a very young boy" (below ten years old) at the time, because "Chandler wanted a motorcycle at his early childhood years . . ." Lawrence Dep., p. 32, lines 11-22.

was operating at the time of the accident did not have UIM coverage. That action is currently pending. Progressive filed this declaratory judgment action seeking a declaration that a meaningful offer of UIM coverage was made to Lawrence through Outlaw his agent for purposes of obtaining the policy and that he is bound by her rejection of UIM coverage.

### CONCLUSIONS OF LAW

1. Lawrence authorized Outlaw, with whom he lived in the same household with their children, to purchase a policy covering his motorcycle, implicitly authorizing her to reject optional coverages, such as UIM coverage.

In South Carolina, unlike basic uninsured motorist coverage, UIM coverage is optional. Insurers are required under S.C. Code Ann. § 38-77-160 to offer it “at the option of the insured . . . up to the limits of the insured liability coverage.” S.C. Code Ann. § 38-77-160 (2015). Further, S.C. Code Ann. § 38-77-350(A) provides for the director or his designee to approve a selection/rejection form and if the named insured signs the form then “it is conclusively presumed that there was an informed, knowing selection of coverage . . . .” S.C. Code Ann. § 38-77-350(B) (2015).

Neither Outlaw nor Lawrence has argued that Outlaw’s offer was not meaningful. Rather, Lawrence argues that Outlaw’s rejection is not binding on him because, as a named insured, he should have been offered UIM coverage. Lawrence further argues that “S.C. Code Ann. § 38-77-350(A) provides requirements for forms used by South Carolina insurers in making offers of optional UIM coverages,” and that “Progressive should have required the signatures of all named insureds” on the form. Defendant Brandon Lawrence (Trial Brief, p. 2-3) do not argue that the form itself does not contain a meaningful offer of UIM coverage.

Lawrence’s position fails to sufficiently take into account the law of agency. Outlaw’s rejection is binding on Lawrence in that Lawrence appointed Outlaw as his agent for the specific purpose of obtaining the motorcycle policy. Lawrence is therefore bound by her rejection of UIM coverage. See *Nationwide Mutual Insurance Co. v. Prioleau*, 359 S.C. 238, 243, 597 S.E.2d 165, 168 (Ct. App. 2004) (“The law is clear . . . that the relationship of agency need not depend upon express appointment and acceptance thereof, but may be, and frequently is, implied

by the words and conduct of the parties and the circumstances of the particular case.”) If Outlaw did not have Lawrence’s implied authority to make decisions about the policy he asked her to purchase, then he “is repudiating the very contract under which [he] seeks reformation.” *Id.*

In *Prioleau*, a husband and wife applied for automobile insurance with both listed on the application as named insureds -- like Outlaw and Lawrence. However, the husband ultimately went to the agency alone to apply for the insurance and was the only one who signed as an applicant. *Id.* at 240, 597 S.E.2d at 166-67. At that time, an optional UIM coverage form was given and signed by the husband alone, rejecting UIM coverage, even though the policy was issued with both as named insureds. *Id.* In finding that the husband was acting as his wife’s implied agent at the time, the Court of Appeals summarized agency relationships as follows:

It is well-settled that the relationship of agency between a husband and wife is governed by the same rules which apply to other agencies, and no presumption arises from the mere fact of the marital relationship that one spouse is acting as agent for the other. However, the relationship of agency need not depend upon express appointment and acceptance thereof. Rather, an agency relationship may be, and frequently is, implied or inferred from the words and conduct of the parties and the circumstances of the particular case.

The law creates the relationship of principal and agent if the parties, in the conduct of their affairs, actually place themselves in such position as requires the relationship to be inferred by the courts, and if, from the facts and circumstances of the particular case, it appears that there was at least an implied intention to create it, the relation may be held to exist, notwithstanding a denial by the alleged principal, and whether or not the parties understood it to be an agency.

*Id.* at 242-43, 597 S.E.2d at 168 (quoting *Crystal Ice Co. of Columbia v. First Colonial Corp.*, 273 S.C. 306, 309, 257 S.E.2d 496, 497 (1979)) (internal citations omitted).

In support of its conclusion that an implied agency relationship existed between the husband and wife, the Court of Appeals emphasized that the wife admitted to knowing about her husband’s task of obtaining insurance, although she claimed that she did not know when he was going to do so. *Id.* at 243, 597 S.E.2d at 168. Moreover, while the wife denied that her husband had express authority to act as her agent, in South Carolina “the law creates the relationship of principal and agent where the parties, in the conduct of their affairs, actually place themselves in

such position as requires the relationship to be inferred by the courts." *Id.* Ultimately, the Court determined that facts existed to "demonstrate an implied agency existed between the parties for the purpose of acquiring the automobile insurance policy in question." *Id.* at 244, 597 S.E.2d at 168.

The *Prioleau* Court also emphasized that by making a claim under the policy, the wife "essentially placed herself in such a position that the court must infer an agency relationship. Otherwise, no policy would exist under which [she] could claim UIM coverage." *Id.*; see also *Messerly v. State Farm Mut. Auto. Ins. Co.*, 277 Ill. App. 3d 1065, 1070, 662 N.E.2d 148, 151 (1996) ("It is inconsistent for plaintiff to argue (1) she was covered by the policy procured exclusively by her husband but admittedly for her benefit; (2) she was entitled to recover from defendant under the terms of the policy; but (3) with respect to one aspect of the policy, her husband acted without her authority and his decision cannot bind her. To allow such an argument would permit plaintiff to accept the benefit of the bargain her husband made on her behalf but not the burden.").

Applying agency principles outlined to the case at bar, Lawrence gave Outlaw the express authority to act as his agent for the purposes of procuring insurance for his motorcycle. The application represents that Ms. Outlaw and Mr. Lawrence were a married couple. However, the Court of Appeals' analysis in *Prioleau* did not rely on the legal status of the insureds' relationship in order to find an implied agency. In *Prioleau*, the spouse who did not sign the application denied giving express authority to her husband to decline an offer of UIM coverage; nevertheless, the Court found an implied agency relationship. In the case at bar, Lawrence acknowledges that he authorized Outlaw to obtain the policy for him. Although Lawrence did not know when Outlaw spoke to Progressive about obtaining a policy on the motorcycle, Lawrence testified in his deposition and at trial that he knew Outlaw was getting insurance; that he asked her to do so; and that she had his permission to do so. Lawrence Dep. p. 40, line 25 - p. 41, line 6; p. 42, l. 3 - 12; Outlaw Dep. p. 34, line 23 - p. 35, line 2. Outlaw further testified that

“[Lawrence] was the one that wanted [her] to get the Progressive policy,” and that Outlaw “got a quote and then [she] took that to [Lawrence].” Outlaw Dep. p. 34, lines 11-12; p. 31, lines 21-22. According to Outlaw, “[she] [didn’t remember if [they] had gotten any other quotes, but Progressive was the cheaper price, so [Lawrence] wanted to go with that one.” Outlaw Dep. p. 31, line 25 - p. 32, line 2. Outlaw’s deposition contains the following exchange concerning her conversations with Lawrence about insurance on the motorcycle:

Q When you were going through the purchase and application process, what conversations did you have?

A Well, I mean, I’m pretty sure we discussed the – the – you know, the minimums, maximums and additional options. And I mean, that – you know, we discussed it and compared it with the other, you know, policy, you know, other insurance companies.

Q Did you discuss underinsured motorist coverage?

A I can’t say for definite, but I know that, you know, you have to deny coverage and I – I mean, I feel sure I would have – wouldn’t – I wouldn’t have signed anything that – without, you know, getting his approval. I guess you could say that because, I mean, he was the one paying for it.

Outlaw Dep. p. 33, lines 1-18. Outlaw further testified that the two discussed the insurance coverage and compared coverages, including the previous insurance coverage on the motorcycle, prior to deciding on the Progressive policy, Outlaw Dep. p. 36, lines 9-11; p. 44, lines 2-14.

Both Lawrence and Outlaw testified that Lawrence expressly authorized Outlaw to take out the Progressive policy on the subject motorcycle. Lawrence stated, “I asked Ashley to get insurance. I asked her – since she paid all the bills I asked her to get the vehicles insured.”

Lawrence Dep. p. 42, lines 3-5. He also testified as follows:

Q So you asked her to get coverage and you knew she was going to get coverage. Do you – did you specifically give her permission to take out the policy?

A. Yes, I asked her to get coverage.

Lawrence Dep. p. 42, lines 8-12. Outlaw confirmed that she had express permission from Lawrence to apply for coverage on the motorcycle, Outlaw Dep. p. 40, lines 18-22.

Thus, Lawrence testified that he knew about Outlaw’s intent to obtain insurance coverage

on the motorcycle because he specifically asked her do so. According to Outlaw's testimony, she and Lawrence discussed the Progressive quote and compared policies, and ultimately Lawrence decided on the Progressive policy. Outlaw had express permission and therefore authority to act on behalf of Lawrence in obtaining the motorcycle policy with Progressive. As an agent with express authority, Outlaw's decision to reject optional UIM coverage is binding on Lawrence.

Even if there was no express authority, there was implied authority based on the words and conduct of Lawrence and Outlaw. Lawrence acknowledged that Outlaw handled all the insurance needs of the household, and that he deferred to her with regard to the motorcycle policy. As in *Prioleau*, Lawrence knew that Outlaw was getting insurance on the motorcycle. He did not participate in obtaining insurance for the household and left such matters to be handled by Outlaw, implicitly granting her authority to act on the Progressive policy. Both parties were listed on the policy, as was also the case in *Prioleau*, and Lawrence gave Outlaw authority to act in order to obtain coverage on the motorcycle. Outlaw's decision to reject UIM coverage is therefore binding on Lawrence, and to hold otherwise would allow Lawrence to benefit from Outlaw's procurement of the policy, but to not be bound by her rejection of UIM coverage.

2. Progressive's offer of UIM coverage complied with the requirements of South Carolina law.

Automobile insurers are required by S.C. Code Ann. Section 38-77-160 to "offer, at the option of the insured, underinsured motorist coverage up to the limits of the insured's liability coverage . . . ." Unlike basic UM coverage, UIM coverage is optional. In *State Farm Mutual Auto. Ins. Co. v. Wannamaker*, the South Carolina Supreme Court addressed the manner in which offers of UIM coverage should be made and adopted the following standards for determining whether such offers are effective:

- (1) [T]he insurer's notification process must be commercially reasonable, whether oral or in writing;
- (2) [T]he insurer must specify the limits of optional coverage and not merely offer additional coverage in general terms;

- (3) [T]he insurer must intelligibly advise the insured of the nature of the optional coverage; and
- (4) [T]he insured must be told that optional coverages are available for an additional premium.

*Wannamaker*, 291 S.C. 518, 521, 354 S.E.2d 55, 556 (1987).

If all four elements of the *Wannamaker* test are met, the offer is a meaningful one. *Ackerman v. Travelers Indemnity Co.*, 318 S.C. 137, 144, 456 S.E.2d 408, 411 (Ct. App. 1995). The goal is to provide an insured with adequate information to make an intelligent decision on whether to accept or reject UIM coverage. *Wannamaker*, at 521, 354 S.E.2d at 556. Although Lawrence has not argued that Progressive's form does not contain a meaningful offer of UIM coverage, for reasons set forth below, it is important to note how the form complies with the requirements of South Carolina law in light of Lawrence's argument that the offer was ineffective because he did not sign it.

Progressive's offer meets all four elements of the *Wannamaker* test. First, the offer was made by means of (1) a form and (2) sent by mail, both of which have been approved by our appellate courts. *Dewart v. State Farm Mut. Auto. Ins. Co.*, 296 S.C. 150, 153-54, 370 S.E.2d 915, 917 (Ct. App. 1988). (See Defendant's Trial Brief, p. 3, first full ¶ and Ex. C thereto). Second, Progressive's form offers UIM at two different split limits (\$25,000/\$50,000/\$25,000 or \$50,000/\$100,000/\$25,000). (Defendant's Trial Brief, Ex. C, p. 8 of 9). Third, Progressive intelligibly advised Defendants of the nature of UIM coverage by incorporating into its form two paragraphs that are virtually identical to the two-paragraph explanation of UIM coverage that appears in the form promulgated by the South Carolina Department of Insurance for insurers' use in offering additional UM and UIM coverage. (Exhibit 1 of South Carolina Department of Insurance Bulletin No. 2006-03, copies of which are attached hereto, available on-line at [www.doi.sc.gov/105/Bulletins-Orders](http://www.doi.sc.gov/105/Bulletins-Orders), Archived Bulletins 1999-2006, of which this Court takes judicial notice.) Indeed the Progressive form follows the Department's form very closely.

Finally, the end of the third paragraph of Progressive's form advised Defendants that they would be "required to pay an additional premium for each of these coverages," thereby

complying with the fourth Wannamaker requirement. The language used in the Progressive form is identical to that used in the corresponding paragraph of the Department's form.

[See Defendant's Trial Brief, Ex. C, p. 5 of 9, 3<sup>rd</sup> ¶; p. 1 of Exhibit 1 to Insurance Department Bulletin No.2006-03, last sentence of 3<sup>rd</sup> ¶.]

Progressive's form therefore meets all four of the *Wannamaker* standards.

In response to *Wannamaker*, the General Assembly enacted S.C. Code Ann. Section 38-77-350 as part of the Insurance Reform Act of 1989. See *Rabb v. Catawba Ins. Co.*, 339 S.C. 228, 232, 528 S.E.2d 693, 695 (Ct. App. 2000). It provided, among other things, that the Chief Insurance Commissioner would approve a form for insurers' use in offering the optional UM and UIM coverages, and it set out certain minimum requirements for such a form. S.C. Code Ann. § 38-77-350(A).<sup>2</sup> It also provides for immunity from liability to the insured, as long as the form is properly completed and executed. S.C. Ann. § 38-77-350 (B).

Lawrence argues that Progressive failed to comply with § 38-77-350 because it did not require that Lawrence sign the form, and that Progressive's offer of UIM coverage was therefore ineffective. However, South Carolina courts have repeatedly and expressly stated that it is not necessary to comply with Section 38-77-350 in order to make a meaningful offer as long as the *Wannamaker* requirements are met. See *Ray v. Austin*, 388 S.C. 605, 698 S.E.2d 208 (2010); *Grinnell Corp. v. Wood*, 389 S.C. 350, 357, 698 S.E.2d 796, 799 (2010); *Antley v. Nobel Ins. Co.*, 350 S.C. 621, 633, 567 S.E.2d 872, 879 (Ct. App. 2002) *overruled on other grounds by Sweetser v. S.C. Dep't of Ins. Reserve Fund*, 390 S.C. 632, 703 S.E.2d 509 (2010); *McDowell v. Travelers Prop. & Cas. Co.*, 357 S.C. 118, 123, 590 S.E.2d 514, 517 (Ct. App. 2003); *Croft v. Old Republic Ins. Co.*, 365 S.C. 402, 618 S.E.2d 909 (2005). Thus, it was not necessary for Progressive to comply with § 38-77-350 because its offer meets all of the *Wannamaker* requirements. As a result, Lawrence's argument that he is entitled to UIM benefits because Progressive did not comply with § 38-77-350 is unavailing. Moreover, even if Progressive were required to comply with § 38-77-350 in order to make a meaningful offer of UIM coverage, that

<sup>2</sup> As set forth above, this form is attached hereto.  
SCRCP Form 4C (02/2017)

statute contains no prohibition against one applicant acting on behalf of, and with the authority of, another. Indeed, *Pringleau*, in which the Court held that the insured's husband's rejection of UIM coverage was effective due to an implied agency, was decided in 2004 – about fifteen years after the enactment of S.C. Code Ann. § 38-77-350. (Moreover, in *Pringleau*, the offer was also contained in an "Offer of Optional Additional Uninsured and Underinsured Automobile Insurance Coverages" form.) Thus, Progressive's offer not only met the *Wannamaker* criteria, but, because the evidence indicates that Outlaw was authorized to act on behalf of Lawrence with regard to the application for insurance on the motorcycle, Progressive's offer also complies with § 38-77-350.

Lawrence admits that he asked Outlaw, with whom he shared a household with their children, and who handled the insurance and the bills for the household, to obtain a motorcycle policy. He admits that she did so with his permission, but without specific instructions as to what coverage to purchase. He admits that he reimbursed Outlaw for the premium but that he did not read the policy. His post-accident argument that Outlaw did not have his authority to decline Progressive's offer of optional UIM is without merit, as is his argument that Progressive's offer was deficient.

Based on the foregoing, I find that Progressive made a valid, meaningful and effective offer of UIM coverage to Lawrence through his appointed agent, Outlaw, who, pursuant to the authority given her by Lawrence, rejected Progressive's meaningful offer of underinsured motorists coverage. The Plaintiff Progressive is therefore entitled to a judgment declaring that underinsured motorist coverage is not available under the subject policy.

AND IT IS SO ORDERED.

Conway, South Carolina  
November 14, 2017

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Clifton Newman  
Judge, Fifteenth Judicial Circuit

**FORM 4**

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2016 CP-26-05356

Progressive Northern Insurance Co.

Brandon Lawrence and Ashley Outlaw

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: William P. Davis, Baker, Ravenel & Bender, LLP P.O. Box 8057, Columbia, SC 29202; (803) 799-9091; wdavis@brbllegal.com	Attorney for : <input checked="" 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
- STAYED DUE TO BANKRUPTCY**
- 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 is granted a Declaratory Judgment

**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)
		\$
		\$
		\$

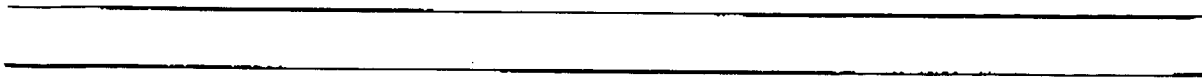
If applicable, describe the property, including tax map information and address, referenced in the order:

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.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

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**FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE**  
**(Instructions for Information Only-Not to be filed with Form 4C)**

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The "Information for the Judgment Index" section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the "Judgment in Favor of" column, enter the name of the party to whom the judgment is awarded. In the "Judgment Against" column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the "Judgment Amount" column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate "N/A" in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section "For the Clerk of Court Office Use Only" should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through "Circuit Court Judge" and indicate "Arbitrator" in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.

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Horry Common Pleas

**Case Caption:** Progressive Northern Insurance Co VS Brandon Lawrence ,  
defendant, et al  
**Case Number:** 2016CP2605356  
**Type:** Order/Judgment and Form 4

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2017-11-21 10:55:30 page 16 of 16

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JEFFREY E. JOHNSON, ATTORNEY AT LAW, L.L.C.

OPERATING ACCOUNT  
P.O. DRAWER 1829  
CONWAY, SC 29528  
PH: (843) 488-5333

**CNB** The Conway National Bank  
Conway, South Carolina 29538  
67-231/532

14187

12/20/2017

PAY TO THE ORDER OF SC Court of Appeals

\$ 100.00

One Hundred and 00/100

DOLLARS

MEMO

Filing fee - appeal - Brandon Lawrence (Progressive)

*Jeffrey E. Johnson*  
AUTHORIZED SIGNATURE

⑈014187⑈ ⑆053202318⑆ 1726110401⑈

JEFFREY E. JOHNSON, ATTORNEY AT LAW, L.L.C.

SC Court of Appeals

12/20/2017

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