



# The Supreme Court of South Carolina

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June 6, 2018

The Honorable Lynn W. Lancaster  
PO Box 287  
Laurens SC 29360-0287

## REMITTITUR

Re: Juan Ramirez v. Progressive Northern  
Lower Court Case No. 2014CP3000603  
Appellate Case No. 2016-002312

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court along with the earlier decision of the South Carolina Court of Appeals is enclosed.

Very truly yours,

CLERK

cc: Edwin L. Turnage, Esquire  
John Robert Murphy, Esquire

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE  
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING  
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA  
In The Supreme Court**

Juan Michael Ramirez, Petitioner,

v.

Progressive Northern Insurance Company, Respondent.

Appellate Case No. 2016-002312

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**ON WRIT OF CERTIORARI TO THE COURT OF APPEALS**

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Appeal From Laurens County  
R. Lawton McIntosh, Circuit Court Judge

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Memorandum Opinion No. 2018-MO-024  
Heard May 24, 2018 – Filed June 6, 2018

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**CERTIORARI DISMISSED AS IMPROVIDENTLY  
GRANTED**

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Edwin L. Turnage, of Harris & Graves, PA, of  
Greenville, for Petitioner.

John R. Murphy, of Murphy & Grantland, PA, of  
Columbia, for Respondent.

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**PER CURIAM:** We granted Juan Ramirez's petition for a writ of certiorari to review the decision of the Court of Appeals in *Ramirez v. Progressive N. Ins. Co.*, Op. No. 2016-UP-280 (S.C. Ct. App. filed June 8, 2016). We now dismiss the writ as improvidently granted.

**DISMISSED AS IMPROVIDENTLY GRANTED.**

**BEATTY, C.J., KITTREDGE, HEARN, FEW and JAMES, JJ., concur.**

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE  
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING  
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

**THE STATE OF SOUTH CAROLINA  
In The Court of Appeals**

Juan Michael Ramirez, Appellant,

v.

Progressive Northern Insurance Company, Respondent.

Appellate Case No. 2015-000788

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Appeal From Laurens County  
R. Lawton McIntosh, Circuit Court Judge

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Unpublished Opinion No. 2016-UP-280  
Submitted March 1, 2016 – Filed June 8, 2016

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**AFFIRMED**

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Edwin L. Turnage, of Harris & Graves, PA, of  
Greenville, for Appellant.

Bradley Lewis Lanford, of Baker Ravenel & Bender,  
LLP, of Columbia, for Respondent.

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**PER CURIAM:** Affirmed pursuant to Rule 220(b), SCACR, and the following authorities: *State Farm Mut. Auto Ins. Co. v. Moorner*, 330 S.C. 46, 60, 496 S.E.2d 875, 883 (Ct. App. 1998) ("Stacking refers to an insured's recovery of damages under more than one insurance policy in succession until all of his damages are satisfied or until the total limits of all policies have been exhausted."); *Nakatsu v.*

*Encompass Indem. Co.*, 390 S.C. 172, 178, 700 S.E.2d 283, 286-87 (Ct. App. 2010) ("Only a Class I insured may stack."); *id.* at 181, 700 S.E.2d at 288 ("[P]ortability refers to a person's ability to use his coverage on a vehicle not involved in an accident as a basis for recovery of damages sustained in the accident."); S.C. Code Ann. § 38-77-160 (2015) ("If none of the insured's or named insured's vehicles is involved in the accident, coverage is available only to the extent of coverage on *any one* of the vehicles with the excess or underinsured coverage." (emphasis added)); *Brown v. Cont'l Ins. Co.*, 315 S.C. 393, 395, 434 S.E.2d 270, 271-72 (1993) ("This language clearly restricts stacking by providing for coverage from 'any one' vehicle.").

**AFFIRMED.**<sup>1</sup>

**HUFF, A.C.J., and SHORT and THOMAS, JJ., concur.**

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<sup>1</sup> We decide this case without oral argument pursuant to Rule 215, SCACR.