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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis
Circuit Court Judge

Case No.: 2014-CP-45-00132
(Court of Appeals Case No.: 2021-000494)

South Carolina Farm Bureau Ins. Co. Appellant,

v.

Marion L. Driggers, Shiralee Driggers, Tammy D. Floyd, Arthur McKenzie, a/k/a Arther McKenzie, The Travelers Home and Marine Insurance Company, The United States of America acting by and through Its agency, The Internal Revenue Services and The South Carolina Tax Commission, Defendants,

Of whom The Travelers Home and Marine Insurance Company is the Respondent.

**RESPONDENT THE TRAVELERS HOME AND MARINE INSURANCE
COMPANY’S MOTION TO STRIKE MATTERS DESIGNATED BY
APPELLANT FOR THE RECORD ON APPEAL**

Respondent moves this Court for an Order striking irrelevant matter from the record on appeal as designated by the Appellant, because the designation of the Appellant includes matters which were not presented to and ruled on by the lower court.

Rule 210(c), SCRAP, provides that the record shall not include matter which was not presented to the lower court or tribunal. Appellant has designated the Deposition of Marion L. Driggers and the Deposition of Shiralee Driggers, which undersigned believes were taken on or about April 12, 2021 and April 15, 2021, as matters to be included in the

record on appeal. These matters were not considered by the trial court and should not be considered by the appellate court. The hearing on the matters at issue on this appeal took place on September 17, 2020. (Transcript, attached as Exhibit A). The trial court's Form 4 Order Denying Plaintiff's Motion to Amend the Court's Order of March 30, 2021 was signed April 9, 2021 and filed April 12, 2021. (Order, attached as Exhibit B). Although not properly listed on/attached to the Notice of Appeal and therefore not properly on appeal, the trial court's Form 4 Order Denying Plaintiff's Motion to Alter or Amend the Court's Order of January 5, 2021 was also signed April 9, 2021 and filed April 12, 2021. (Order, attached as Exhibit C).

Appellant, by designating these depositions, is attempting to introduce new evidence before the Court which was never introduced to the lower court. Therefore, Respondent moves to strike the designation by the Appellant of the Deposition of Marion L. Driggers and the Deposition of Shiralee Driggers from the record on appeal and any references to those documents within the Appellant's initial brief.



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September 22, 2021

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF WILLIAMSBURG) 2014-CP-45-00132

South Carolina Farm Bureau)
Mutual Insurance Company,)

Plaintiff,)

vs.)

Marion L. Driggers, Shiralee)
Driggers, Tammy D. Floyd,)
Arthur McKenzie a/k/a Arther)
McKenzie, The Travelers Home)
And Marine Insurance Company,)
The United States of America)
Acting by and through its)
Agency The Internal Revenue)
Service, and the South)
Carolina Tax Commission,)

Defendants.)

Transcript of Record

SEPTEMBER 17, 2020

B E F O R E:

Honorable Kristi F. Curtis
Williamsburg County Courthouse
Kingstree, South Carolina

A P P E A R A N C E S:

John D. Hudson, Sr., Esquire
Attorney for Plaintiff

Marion L. Driggers
Pro Se Defendant

Edward K. Pritchard, III, Esquire
Attorney for Defendants Shiralee Driggers and Tammy Floyd

1 **THE COURT:** Okay. Good morning. Thank you all for being
2 here in person. I know it was not a nice day to have to make
3 the drive from Kingstree. We came through a -- I got a
4 tornado warning in Sumter this morning and in Richland County.
5 I hope y'all didn't go through as bad of weather as we went
6 through on the way here. I know we've got a number of things
7 to hear this morning. If I could get you all to just tell me
8 your names first for the record. We're here on 2014-CP-45-
9 00132 South Carolina Farm Bureau versus Marion Driggers,
10 Shiralee Driggers, Tammy Floyd, Arthur McKenzie, Alice
11 Peterson, the IRS, the South Carolina Tax Commission,
12 Travelers Insurance, and the United States of America. I
13 think we've covered everybody under the sun. So if I could
14 start with you up here, sir, with the yellow tie. Tell me
15 your name.

16 **MR. PRITCHARD:** Yes, ma'am. My name is Edward Pritchard
17 and I'm with the Pritchard Law Group in Charleston, South
18 Carolina. I represent Shiralee Driggers and Tammy Floyd.

19 **THE COURT:** Thank you.

20 And are you Mr. Driggers?

21 **MR. DRIGGERS:** Yes, ma'am. Marion L. Driggers.

22 **THE COURT:** Thank you, sir.

23 **MR. HUDSON:** Your Honor, I'm John Dwight Hudson, Sr. from
24 Myrtle Beach, South Carolina. I have a son, Jr., who lives in
25 Columbia, but I'm the old one. I represent South Carolina

1 Farm Bureau, the plaintiff in this case. We started it all
2 with a declaratory judgment action.

3 **THE COURT:** So you started all of this?

4 **MR. HUDSON:** Uh-huh. (Affirmative response.) If I'd
5 have only know, but anyway here we are.

6 **MR. CORBIN:** Good morning. My name is Daryl Corbin from
7 Florence. I represent Arthur McKenzie who has expired,
8 deceased, so it really needs to be substituted, and I'll do
9 that, to the Estate of Arthur McKenzie.

10 **THE COURT:** Thank you.

11 **MR. CORBIN:** Yes, ma'am.

12 **MR. DAVIS:** William Davis, Your Honor, with Baker,
13 Ravenel & Bender in Columbia and I represent Travelers Home
14 and Marine Insurance Company.

15 **THE COURT:** Thank you.

16 Okay. I know we have a number of motions to hear this
17 morning. It doesn't really matter to me what particular order
18 we go in. But why don't we hear from Travelers first as to
19 your motions.

20 **MR. DAVIS:** Thank you, Your Honor. Your Honor, I'm
21 afraid I didn't ask this; is it okay if I leave my mask off?

22 **THE COURT:** I am -- if y'all are sitting next to each
23 other as long as one of you have a mask on that's perfectly
24 fine. When you're addressing the Court if you -- you can try
25 it with the mask on, if you need to take your mask off while

1 you're addressing me, that is fine. If you need to -- I'm
2 fine also, Mr. Davis, if you want to move up here just so you
3 can distance yourself a little more. That is perfectly fine
4 as well.

5 **MR. DAVIS:** Thank you, Your Honor. I think probably our
6 involvement is the least of all of the motions, the least
7 complicated. We -- my client, Travelers, insured the subject
8 property in the name of the decedent, Mr. McKenzie.

9 **THE COURT:** Now let me make sure, Mr. Driggers, can you
10 hear okay?

11 **MR. DRIGGERS:** I can't hear him.

12 **THE COURT:** And I don't know if it will help at all, what
13 about if we move Mr. Driggers over here so you're a little
14 closer? Let's try that.

15 **MR. DAVIS:** Okay. Is this better? I was saying that my
16 client Travelers insured the property that burned. They had
17 issued a policy to the late Mr. McKenzie. And we adjusted and
18 paid the loss pursuant to an agreement with his counsel
19 obviously before his death. We did so pursuant to an
20 agreement in light of the outstanding liens and I've got these
21 figures here. But if I may consult with Mr. Corbin here just
22 one second.

23 Your Honor, we settled with Mr. Corbin and his client Mr.
24 McKenzie after determining that the amount of the loss was
25 \$232,073.45 from which we deducted -- of which we paid

1 \$116,933.05 to Mr. McKenzie and Mr. Corbin, I mean Mr. Corbin
2 and Mr. McKenzie for attorney fees and expenses. That leaves
3 \$115,140.40 that we owe to somebody, and we recognize that
4 there are a lot of people asserting claims. So we filed a
5 motion to pay those funds into court. And it's been a long
6 time now, but I'm pretty sure that that motion was heard by
7 Judge James shortly before his ascension to the Supreme Court.
8 So he never had the opportunity to rule on it. So we have
9 argued that. I don't know, I guess we'll hear from the
10 others. I don't know that there's any real dispute. What
11 we'd like to do is just pay the money into the court and then
12 let the others who want to assert claims against it do so.

13 **THE COURT:** Okay. I know that you had some motions, you
14 had an additional motion for summary judgment as to Farm
15 Bureau's cause of action for equitable indemnity and also as
16 to the crossclaims of Shiralee Driggers and Tammy Floyd.

17 **MR. DAVIS:** Thank you for reminding me of that, Your
18 Honor. I'll start with the crossclaims first, if I may. I
19 actually was thinking that I was responding to their motions
20 on that, but the Court's right. I believe I did file those
21 motions.

22 First of all, with regard to Mr. Driggers crossclaim,
23 he's crossclaimed for bad faith and a number of other, I think
24 breach of contract. I think those arguments can be disposed
25 of easily in that we have no contract with him. He's not

1 insured under a policy, not listed as a lienholder. He has
2 nothing to do with our contract.

3 Secondly, whatever claim that he wishes to assert if our
4 motion to deposit the funds that are available into the court
5 is granted, then he like anyone else who wishes to assert
6 claims can do so against that fund. So I mean basically our
7 position is that we have done what we're supposed to do.
8 We've paid our insured. We recognize that there's a dispute
9 over the remainder of the coverage. We just want to pay it
10 into the court and get out.

11 As far as Farm Bureau's claim is concerned, we obviously
12 disagree that they are entitled to equitable indemnity. We
13 have no relationship with Farm Bureau. Farm Bureau -- in fact
14 we didn't even insure the same insured. Farm Bureau has its
15 own policy with its own insured completely separate from ours.
16 And so essentially, it's -- I guess what I'm arguing is that
17 how we work this out with our own insured is not their
18 concern. To the extent that they feel that it is their
19 concern, they're in the same boat with Mr. Driggers in that
20 they can assert a claim -- assuming that our motion to pay the
21 funds into the court is granted, they can assert a claim
22 against that as well. So bottom line is that -- our position
23 is that we've done our duty, we did what we were supposed to
24 do. A claim was asserted, we paid our insured. Mr. Driggers
25 is not a loss payee on the policy. We have no duties to him

1 at all. And all we want to do is pay our money into the court
2 and get out.

3 **THE COURT:** And I assume your argument as to the
4 crossclaims of Mr. Driggers is the same argument as to the
5 crossclaims of Ms. Driggers and Ms. Floyd.

6 **MR. DAVIS:** Yes, ma'am.

7 **THE COURT:** Okay.

8 **MR. DAVIS:** Thank you.

9 **THE COURT:** Thank you. Let me figure out who all of my
10 parties are again. Mr. Pritchard.

11 **MR. PRITCHARD:** I'll let Mr. Driggers go first.

12 **THE COURT:** Okay. Mr. Driggers, I'm glad to hear from
13 you, sir. First of all, as to Travelers' motion to pay the
14 funds into court. Tell me what your position is with respect
15 to that.

16 **MR. DRIGGERS:** Your Honor, he has denied owing me
17 anything as he did right there as a mortgager, or a mortgagee.
18 He's well aware that we've been mortgagee since 1996 because
19 of the contract and also the Judge's order. And I have a
20 paper right here that slipped through the cracks that they
21 never sent us any kind of discovery or anything. But it tells
22 about this -- I asked him to bring Ms. Tina Kennedy, his
23 investigator and Ted Alexander, I guess the agent that handled
24 it. But she has got this letter here, you should have it and
25 they should have it, and it states that I also asked P.D.,

1 whoever that is, about the mortgage with Shiralee Driggers.
2 He said it has been taken care of; it hasn't. It never had in
3 11 years; this has been 11 years. And this is the paper I
4 sent it in with the paperwork that you required or asked for.
5 So they have denied since the beginning a mortgagee a right
6 that is stated in a contract, it's also stated in a Judge's
7 order. So Mr. Davis is actually trying to override the
8 Judge's order.

9 **THE COURT:** And how about -- let me hear from you as to
10 their motion to -- for summary judgment on your crossclaim.

11 **MR. DRIGGERS:** On the what now?

12 **THE COURT:** Do you want to tell me what your position is
13 with respect to their motion for summary judgment on your
14 crossclaim against Travelers?

15 **MR. DRIGGERS:** Yes. I was asking punitive damages and
16 all for holding this case up as long as it has been. They
17 just denied access and I held up on it for three years on my
18 own. I had a Farm Bureau policy we wrote because the guy was
19 not dependable that had the contract and they were well aware
20 of it that I was holding up until -- Farm Bureau was well
21 aware of it also, until I see if Travelers is going to pay
22 because Travelers is the one that should have to pay. I agree
23 with Mr. Hudson on that.

24 **THE COURT:** So you're -- are you objecting to them paying
25 this money into court?

1 **MR. DRIGGERS:** Am I objecting to what?

2 **THE COURT:** To their motion to pay the money into court?

3 **MR. DRIGGERS:** Yeah. The money from 2009 is not the same
4 as money in 2020. I mean you know you can drag somebody's
5 money out -- they should have paid us. It wasn't but a very
6 small amount like \$97,000 that they could have paid way back
7 in 2009. They were notified in 2000 -- this date is 1/2 of
8 2010. Mr. Davis has denied ever -- ever owing us anything.
9 He knows about the contract; he knows about the Judge's order.
10 I've got copies if he needs to read it.

11 **THE COURT:** Okay. Thank you.

12 All right. Mr. Pritchard.

13 **MR. PRITCHARD:** As I understand Travelers' motion at
14 least as regarding the court, is essentially an interpleader
15 action; is that correct? I mean and we all get a right to
16 make a claim on the fund. I see no reason not to let them do
17 it. I mean the money is there, if it's ours we've got a right
18 to go get it, but there's no reason for them to hang out. Let
19 it start earning interest.

20 **THE COURT:** Okay. Do you want to speak to his motion for
21 summary judgment as to the crossclaim for bad faith?

22 **MR. PRITCHARD:** You know candidly our bad faith claim is
23 really against Farm Bureau. I think Mr. Davis is probably
24 correct on the bad faith argument in that they didn't issue us
25 a policy per se, and we weren't a loss payee. But we

1 certainly claim we're entitled to the funds. I mean but I do
2 think in terms of bad faith it's often difficult to put up
3 evidence to support that.

4 **MR. DRIGGERS:** May I say something else, Judge?

5 **THE COURT:** Sure.

6 **MR. DRIGGERS:** I don't understand why Mr. Davis would pay
7 Mr. Corbin and they're opposing attorneys. Mr. Corbin
8 represented Mr. McKenzie. Why would they pay his -- to his
9 lawyer the law fees? I don't understand that.

10 **THE COURT:** Well because Travelers has settled with their
11 insured, I guess is what he's saying at this point. But your
12 concern is noted for the record, sir.

13 **MR. DRIGGERS:** Okay.

14 **THE COURT:** And, Mr. Hudson, I don't know that you have a
15 dog in that fight, but anything you want to say, sir, with
16 respect to Travelers' motions?

17 **MR. HUDSON:** Nothing, Your Honor, other than I think we
18 pled that just because everybody except Farm Bureau from the
19 beginning seemed to have knowledge of this situation and
20 adjusted -- Travelers then adjusted the claim by having Farm
21 Bureau notified or a claim filed I should say, to where it
22 could protect its own interest. That filters over into our
23 other arguments, otherwise it seems like Travelers would have
24 had a duty to let us know what was going on. Now here again,
25 no depositions have -- extensive depositions need to be taken.

1 We don't know when Travelers really had notice, exactly what
2 happened, and why nobody deemed it necessary to contact Farm
3 Bureau. And it might have been that nobody let them know, but
4 we haven't fully explored that. So that's the reason that we
5 brought that action of equitable indemnity. We agree that we
6 shouldn't have to be bringing this declaratory judgment action
7 to find out things that we should have found out right after
8 the filing. So we were not notified until -- and that was by
9 Mr. Driggers for a claim made, until about three years later,
10 30 days before the statute of limitations would have run, not
11 that that was an issue and nobody ever discussed it. But they
12 affirmatively -- the Driggers, and we've got three of them;
13 we've got husband, wife, and the daughter. They
14 affirmatively, the evidence we have so far, is they
15 affirmatively took Farm Bureau's sales agent, not a claims
16 person or anything, that they didn't intend -- didn't want to
17 make the claim on that policy because of various reasons, but
18 that they were going to collect from the other company. At
19 that time we didn't know who it was, it was Travelers. So we
20 would think that we at least have an argument that needs to be
21 more fully explored in discovery if this matter moves forward.
22 There are a number of depositions that do need to be taken
23 just to put all of the pieces of the puzzle together.

24 **THE COURT:** Okay. Tell me whose depositions still remain
25 to be taken and why we still haven't taken their depositions

1 some six years later? I saw there was a scheduling order that
2 had a trial not before some date in 2016.

3 **MR. HUDSON:** We had tried -- can you hear me okay, Your
4 Honor? Do I need to step up here?

5 **THE COURT:** I can hear you.

6 **MR. HUDSON:** Okay. We have tried. It's not because we
7 haven't tried to take depositions and there were discovery
8 issues that remained outstanding that -- that when Judge
9 James, now Justice James, went off to the Supreme Court the
10 rulings weren't made, and we were trying to get the rulings
11 before the depositions were taken. But I think it's been
12 pretty well unanimous that once the discovery issues are
13 solved then we can move forward with depositions to complete.
14 We tried depositions but for various reasons unusual things
15 happened and they just weren't completed at all. So the key
16 people i.e. Ms. Driggers has not been -- it was started but it
17 wasn't completed. Mr. Driggers has not been deposed and their
18 daughter Ms. Floyd has not been deposed. For those discovery
19 -- lack of discovery reasons I would say, and in addition to
20 the other folks because of the discovery motions that are out
21 there, Farm Bureau folks, Travelers folks. We've just kind of
22 been at a standstill.

23 **THE COURT:** Thank you.

24 **MR. HUDSON:** So I think the initial question was
25 Travelers -- it would be because we think Travelers at least

1 in this unusual factual situation would have had some duty of
2 the pro rata approach as to coverages or whatever to at least
3 contact us and let us know what was taking place.

4 **THE COURT:** Okay. Thank you.

5 **MR. HUDSON:** Thank you.

6 **THE COURT:** Mr. Corbin, do you want to address the Court
7 about any of that?

8 **MR. CORBIN:** No, ma'am.

9 **THE COURT:** And do you have a motion to substitute the
10 Estate of Arthur McKenzie?

11 **MR. CORBIN:** I have no formal motion, but I think with
12 consent everybody will agree that I need to substitute the
13 Estate of Arthur McKenzie for Arthur McKenzie.

14 Do you agree, guys?

15 **MR. HUDSON:** No objection.

16 **MR. PRITCHARD:** No objection.

17 **MR. DRIGGERS:** Your Honor, Mr. McKenzie never had a legal
18 assignment to that property ---

19 **THE COURT:** I understand you have issues with -- you have
20 legal issues, but the limited question we've got here is he is
21 a party to this lawsuit and he is deceased.

22 **MR. DRIGGERS:** Yes. I'm saying though he never had a
23 legal assignment. The Judge -- Judge Shuler had in there that
24 if there was any changes to that contract that all parties
25 have to sign. I have a copy of it, you should have a copy.

1 On section eight that we all had to get together and Arthur
2 just went somewhere and fixed up a quick assignment. Do you
3 have a copy of Judge Shuler ---

4 **THE COURT:** Well I've got a copy of Judge James' order
5 from December of 2016 where you made a motion to abolish the
6 assignment and he denied that motion.

7 **MR. DRIGGERS:** I don't know why he would deny it, but
8 anyway I ---

9 **THE COURT:** He heard that motion and issued his order
10 back in December of 2016.

11 **MR. DRIGGERS:** But you do have a copy of this -- this
12 order?

13 **THE COURT:** If it's in the file. Yes, sir.

14 **MR. DRIGGERS:** And let me read it to you. This is the
15 Judge's order, now. This is not the contract. Section eight
16 of the contract ---

17 **THE COURT:** Sir, tell me the date of that order that
18 you're referring to.

19 **MR. DRIGGERS:** Ma'am?

20 **THE COURT:** What's the date of Judge Shuler's order?

21 **MR. DRIGGERS:** Who gave it?

22 **THE COURT:** The date that Judge Shuler signed it.

23 **MR. DRIGGERS:** Oh, that was 9/6. That was the first time
24 we had to evict him from the house.

25 **THE COURT:** So I see there was an eviction action that

1 was filed in magistrate's court.

2 **MR. DRIGGERS:** That was the eviction. That came out by
3 this order.

4 **THE COURT:** But that was not issued in this case? Judge
5 Shuler's order is not from this case because this case wasn't
6 filed until after the fire.

7 **MR. DRIGGERS:** No, but Judge Shuler's order bears on this
8 case because it's all about it. It's what we agreed to.

9 **THE COURT:** Okay. Mr. Driggers, I understand you have a
10 legal dispute as to the legality of the assignment.

11 **MR. DRIGGERS:** The agreement ---

12 **THE COURT:** But, sir, the question right now is simply
13 are you objecting to the estate being substituted for Mr.
14 McKenzie?

15 **MR. DRIGGERS:** The estate being substituted?

16 **THE COURT:** In other words, he's deceased ---

17 **MR. DRIGGERS:** Yeah.

18 **THE COURT:** --- so now his estate would step into his
19 shoes.

20 **MR. DRIGGERS:** No, I don't have a problem with that
21 because he has no -- he has no bearing on it. He's not even -
22 - my thought to the Court is he has no right. They can't show
23 me an assignment, a legal assignment.

24 **THE COURT:** I understand.

25 Okay. Farm Bureau has a motion for summary judgment as

1 well. And you've got a motion to quash and a motion for
2 protective order?

3 **MR. HUDSON:** That's correct, Your Honor. Primarily it
4 started off with a motion to quash and it has to do with
5 Driggers and frankly they're a little bit of a moving target
6 as far as when we make the motions because they've changed and
7 now Mr. Pritchard is representing the ladies and Mr. Driggers
8 is now pro se.

9 **THE COURT:** Yes, sir.

10 **MR. HUDSON:** So that kind of switches it all up, but I'll
11 address the whole thing. We have had discovery motions
12 somewhat with Judge James. In fact, we had -- he ruled on all
13 of the -- I think all of them and they've been complied with
14 except of production of personnel -- Farm Bureaus personnel
15 files and from the claims manuals which Farm Bureau strongly
16 asserts that those are trade secrets and are not discoverable.
17 Both of those arguments, Your Honor, are well briefed by my
18 lawyer partner in the brief as far as the case law goes that
19 supports our position and the factual situation. But
20 basically Farm Bureau is the only company in South Carolina
21 that is domestic and writes only in South Carolina, has its
22 own adjusting folks. Their main selling point is service and
23 obviously they are farm and farmer oriented company by and
24 large and so they take great pride in that. We have
25 affidavits from both human resources with Farm Bureau and we

1 have the district claims rep as to the claims manuals as well
2 as the personnel files. And they're very explicit on why Farm
3 Bureau feels so strongly that they should not be published.
4 Here in this case it's even stronger because a co-defendant is
5 an insurance company competitor. So there is no way you're
6 going to keep it confidential and keep harm from being done.
7 I have a law review article that basically says -- I can't
8 find the exact title of it, but it says if I tell you what you
9 want to know I'll have to kill you. I've got to read that
10 one. But in any event it is very important that these
11 affidavits are very explicit, and we think put the burden
12 strictly on the defendants who are requesting this for bad
13 faith actions of which we think there's really no foundation
14 whatsoever in a bad faith action at all. That's part of our
15 summary judgment motion.

16 The personnel files have nothing to do with claims at
17 Farm Bureau, they're strictly personal material: family,
18 education, different things that are very personal. It's
19 appropriately named personnel files; it has nothing to do with
20 the claims. No claims are mentioned in any of them, they
21 aren't involved.

22 The claims manual is because South Carolina is unique in
23 South Carolina. Their main selling point is service. They
24 can't compete with Travelers as far as price goes and
25 Travelers or Geico or whatever want to money whip them you

1 know have a loss leader campaign or something like that. They
2 can't compete, but they compete with service and they do right
3 well with that approach. They have their own adjustors,
4 everything top to bottom they're always the first to complete
5 their hurricane claims and everything else because they have
6 this operation that's in these claims manuals that seems to
7 work. They don't need to disclose that.

8 The motion for summary judgment is really primarily to
9 this bad faith action and that has kind of bloomed into a
10 lawsuit that we don't think that's anywhere -- has any
11 foundation anywhere in the factual situation here. Farm
12 Bureau really wasn't notified affirmatively of a claim or a
13 claims made that there was a loss of this house. Farm Bureau
14 was informed that the owner of the insurance was titled in Mr.
15 Driggers. The sales agent with Farm Bureau or at least the
16 one that they said they had a conversation with said that
17 there had been a loss there at the house but they weren't
18 going to make a claim. I think it was Ms. Driggers. But the
19 sales agent that they talked to, not a claim person, nothing
20 was filled out, no claim made, they actually told him
21 according to his sworn testimony not to make a claim that they
22 were going to get it from the other insurance company, i.e.
23 Travelers.

24 **THE COURT:** And when you say according to his sworn
25 testimony, who are you referring to?

1 **MR. HUDSON:** I'm sorry, Your Honor. Wayne McKenzie.
2 This is another McKenzie. He was the Farm Bureau agent at the
3 time. He's now head of Farm Bureau in Clarendon County, but
4 then he was in Williamsburg. He handled the policies, and he
5 had a lot of policies with the Driggers. In fact, he informed
6 us -- we didn't know this until the deposition, that he went
7 to the same church that they did since he was five years old.
8 In fact, Ms. Driggers -- here's another small world and small
9 town -- Ms. Driggers was his CPA and I think it was Ms.
10 Driggers that did his taxes and such. I think it was Ms.
11 Driggers that just casually mentioned that there was a loss,
12 but they weren't making the claim because this other company
13 should pay and all of that. They didn't want their rates to
14 go up or whatever (inaudible) to make a claim. They chose
15 affirmatively not to make a claim and he was just a sales
16 agent. So the claims department never found out until a month
17 ago when the statute of limitations, two years eleven months
18 later. And here it's developed that the ownership interest
19 here, both of these are owner's policies, Your Honor. Mr.
20 Driggers this policy is not as a mortgagee or anything else.
21 Mr. McKenzie was an owner's policy. You've got two owners
22 policies and you start having this pro rata case law that
23 comes in there that says we needed that interpretation because
24 you have to have figures to be able to work with that and we
25 haven't really been able to get the figures because these

1 folks haven't agreed on what their ownership interest is, how
2 much has been paid because of this land sales contract which
3 we were never advised of. So there's an ownership interest
4 that's floating around out there, what percentage, who owns
5 what if any. Those are material things that need to be
6 cleared up.

7 So it does seem and I'm still on the summary judgment,
8 Your Honor, they say that we wrongfully and in bad faith
9 adjusted this claim. Your Honor, we didn't adjust the claim.
10 Travelers adjusted the claim. We didn't have any notice to
11 adjust the claim. We would have loved to -- it was obligatory
12 for them to put us on notice then we could properly adjust the
13 claim and not be prejudiced, which Farm Bureau definitely has.
14 Farm Bureau has not denied the claim yet. We filed a
15 declaratory judgment action trying to set out all of things
16 that we knew about at the time after EUO's were taken, both
17 Mr. and Ms. Driggers. We haven't taken, I don't believe,
18 Tammy Floyd's yet, but Mr. and Ms. Floyd's. These other
19 things kept popping up between the other parties and ownership
20 interest and things like that that even complicated the matter
21 more. So we would say at least as to just a bad faith action
22 in this as a response to a declaratory judgment action under
23 the factual situation that we have here that's really in its
24 material features and facts are not in dispute, there is just
25 no way it's bad faith adjustment of a claim. They've never

1 had the opportunity to adjust the claim. We tried to figure
2 out what in the world is going on and who do you pay and what
3 do you pay properly in the matter because the target keeps
4 moving the more we find out. Here again, those depositions
5 that I mentioned earlier of the parties have not been taken
6 and they have noticed depositions of a number of Farm Bureau
7 witnesses which we have submitted their CVs that would have
8 been involved with any underwriting or anything with that.

9 But getting back to the original motion to quash, we
10 strongly object to producing the claims manuals and the
11 personnel files. There's just -- we don't think -- we think
12 we've met the burden of their importance and we don't -- I
13 think the burden is on them to prove that they can't pursue
14 their case without those things. I don't think they can do
15 that at all. The prejudice far outweighs the probative value
16 of producing those items and Judge James did withhold that. I
17 mean I think, just my own interpretation, he had problems with
18 that. He was going to make a ruling and he got elected to ---

19 **THE COURT:** In this form order -- I think he did a form
20 order initially, ruling on some things and holding some things
21 in abeyance.

22 **MR. HUDSON:** That's what he did. Now, the form order I
23 can't visualize it right now. He did -- he did have an order
24 where he ruled on the items that we have since produced, but
25 we withheld what we objected to, personnel files and claim

1 manuals. He was going to rule on that. Like I say, I repeat
2 myself, he withheld judgment on that and was going to review
3 matters and maybe have some more discovery, I'm not sure.
4 Anyway, in the interim we have to go see him in Columbia. And
5 I think that's pretty much it, Your Honor. Mainly those two
6 motions are primarily why we're here and we added the summary
7 judgment motion just because you kind of sit back and look at
8 these facts and say how in the world can we be adjusting the
9 claim in bad faith when we didn't even know about it. Nothing
10 was complied with. In fact, we don't want to waive our
11 argument that there's no coverage at all because of lack of
12 notice, clearly intentional. The problem in how this thing
13 developed has not been the fault of Farm Bureau whatsoever,
14 but of the insureds whoever they might be at this time.
15 They've changed their position, they being the Driggers, to
16 where they were a partnership to now they're the husband and
17 wife or undisclosed principals of a daughter. The title to
18 the property is the daughter. She's not here. Same arguments
19 as far as named insured, standing that Travelers uses would
20 apply here by Farm Bureau. I think that about covers it, Your
21 Honor. Really the brief has got all of the case law and
22 affidavits that support these arguments.

23 **THE COURT:** Okay. Thank you, Mr. Hudson.

24 **MR. HUDSON:** Thank you.

25 **THE COURT:** Mr. Pritchard, was it your motion for -- or

1 your request for -- was it your request to produce the claims
2 manuals and the personnel files?

3 **MR. PRITCHARD:** Yes, Your Honor.

4 **THE COURT:** Okay.

5 **MR. PRITCHARD:** All right. With the Court's indulgence,
6 the -- the motion to quash and the motion -- the request for
7 production, the motion to compel, and the summary judgment are
8 sort of in knots, so I'd like to sort of attack them all at
9 once if it's okay with the Court.

10 **THE COURT:** However you want to address it --

11 **MR. PRITCHARD:** Thank you.

12 **THE COURT:** -- I'm fine with.

13 **MR. PRITCHARD:** Thank you. You know, a couple of things
14 that Mr. Hudson said during his arguments stood out to me.
15 One, he said, "those are material issues to be sorted out",
16 direct quote. And two, Farm Bureau didn't adjust the claim,
17 and that's exactly what the complaints are here. They didn't
18 adjust the claim.

19 And I think what we need to do, if you don't mind, with
20 the indulgence of the Court I'd like to hand up a case.
21 Essentially what happened in that case was Insurance Company
22 of North America issued a policy to Crescent Company of
23 Spartanburg which was in the process of building a -- a
24 development. And they had a rider in the policy that said,
25 "This company shall not be liable for loss if the described

1 buildings have been vacant or unoccupied beyond a period of 30
2 consecutive days immediately proceeding the loss, whether or
3 not such period commenced prior to the inception date of this
4 coverage; but a building in process of construction shall not
5 be deemed vacant or unoccupied." All right. Well, the
6 buildings were unoccupied for a period of two years. And the
7 Insurance Company of North America pretty much -- it was
8 easily discoverable, but yet they kept renewing the policies
9 and they kept taking the premiums. So, the Supreme Court in
10 that case essentially said that that rises to the level of
11 evidence sufficient to estop them from denying coverage, in so
12 many words. And I think we've got a situation that not only
13 similar, but actually stronger in favor in this circumstance.

14 And I'm going to point to the deposition of Wayne
15 McKenzie, and I'll be happy to provide the Court with a copy
16 of his deposition transcript. But Mr. McKenzie was deposed on
17 the 27th of January 2016. Starting on Page 9 at Line 15 he
18 said:

19 "I was approached by a manager at Farm Bureau.

20 Who?

21 Roger Poston.

22 Okay."

23 And tell me if I'm going too quickly.

24 "And he asked if I would be interested in talking to him
25 about coming to work for Farm Bureau.

1 All right. And obviously you took the job.

2 I did. March of 2005.

3 And you've been working continuously for Farm Bureau ever
4 since?

5 Yes, sir.

6 And you're employed by them today?

7 Yes, sir."

8 That answer on Page 10, Line 6, and then down at the bottom on
9 Page 10, Line 25:

10 "Okay. Who is your employer?"

11 Page 11, Line 1 through 2:

12 "I am employed by Farm Bureau Insurance."

13 Page 11, Line 3 through 5:

14 "Okay. And your paycheck is from Farm Bureau, correct?"

15 Answer:

16 "Right."

17 So, he's an employee of Farm Bureau; no if, ands, or buts
18 about it. So, he came on and then we jump down a little
19 further in the transcript. And he came on in Page 18, Line 2,
20 he was asked if he had ever written policies for Marion and
21 Shiralee Driggers or Tammy Floyd. He then said yes. He can't
22 recall which one or how many, but later on down the line
23 beginning at Page 19, Line 12 he says:

24 "And you've been writing insurance for them for
25 approximately how long?"

1 The Driggers family from 2005 to 2009."
2 So, that's found on Page 19. And then he ended up
3 transferring to -- from Florence to Darlington in 2010, so he
4 was no longer responsible for that particular policy because
5 he moved to a different area of the state.

6 He then goes on and he talks about adding and -- and
7 going on he says on Page 20, Line 15, they were established
8 clients. And most of their business was already in the books
9 when he came to work at Farm Bureau, and he added policies.
10 So, from 2005 to '19 he's not sure how many properties he
11 wrote, but more than ten. So, we go on and on and we then
12 asked him about this particular property and his recollection
13 of it is that this particular property was already in -- you
14 know, there was already a policy in place when he came on.
15 So, the point of the matter is -- is they've written this
16 policy and renewed it over and over and over again. They were
17 visibly taking premiums and kept insuring this policy on
18 behalf of the Driggers/Floyd group.

19 I can't begin to answer the question as to why Mr. and
20 Ms. Driggers put the property in Ms. Floyd's name, but they
21 nonetheless did, and they then bound the coverage on the
22 policy -- on the property through Farm Bureau and renewed this
23 policy over and over and over again for multiple years. And
24 Farm Bureau not once said anything about it. And Mr. McKenzie
25 knew the Driggers; he knew Ms. Floyd. He'd gone to school

1 her; they went to church together; Ms. Driggers does his
2 taxes. And nobody ever questioned this relationship until,
3 shockingly, there was a claim. Happy to take the premiums for
4 years on end, but not so happy to pay the claim when it
5 arises. So ---

6 **THE COURT:** Let me -- let me stop you. So what should
7 they have questioned? Are you referring to the fact that it
8 was in the name of Tammy Floyd but it was insured by ---

9 **MR. PRITCHARD:** Correct. Correct.

10 **THE COURT:** --- the Driggers.

11 **MR. PRITCHARD:** Correct. And I think they're estopped
12 from raising that issue at this point. Because pragmatically
13 when you get down to it from a risk model standpoint when
14 you're an insurance carrier what does it really matter which
15 one owns the property? It's not like the risk expanded by
16 virtue of Tammy being the title holder, or Mr. Driggers being
17 the title holder, or Ms. Driggers being the title holder. The
18 risk model was identical. You know, they would not have
19 charged any more premium or any less premium, or at least I
20 don't think so but of course I haven't been privy to any of
21 that information because it's been withheld from me, but the
22 risk model would have been the same. So, it's not like they
23 bought risk that would have been lesser or greater. They
24 didn't get anything different than what they bargained for,
25 they just happened to be the wrong name on the policy. But

1 pretty clearly Mr. Driggers was acting as an agent, an
2 undisclosed agent, for Ms. Floyd, the real owner of the
3 property, and visibly paying the premiums.

4 **THE COURT:** And so did Mr. McKenzie testify that he was
5 aware the property was not actually owned by Ms. Floyd?

6 **MR. PRITCHARD:** You know, he did not. But, here again,
7 as the -- as the Supreme Court notes, it says -- important
8 language here, bear with me.

9 The scope of the risk under the insurance policy can be
10 extended by estoppel if the insurer has misled the insured
11 into believing the particular risk is within the coverage.
12 And my insurers thought all along that their particular risk
13 was within coverage over and over and over again, never a
14 question, never asked, never bothered, just kept taking the
15 premiums. And if this had happened 30 days after the first
16 binding of the coverage there might be a much better argument
17 here. But here you've got an insured who's paying premiums,
18 okay so you've got the wrong name on the policy, but that's an
19 easy -- the policy can be reformed to name the correct
20 insured, they do it all the time, actually. Usually for the
21 carriers I work with we don't play this game, we find out who
22 it is and often times we just rewrite the policy with the
23 correct name and keep going because we took the premium.

24 **THE COURT:** So I guess what I'm asking is, is it your
25 argument that Farm Bureau knew, or should have known, that

1 Marion Driggers was not the title owner of the property?

2 **MR. PRITCHARD:** Well, my argument is it really doesn't
3 matter what they did and didn't know because it didn't expand
4 the risk.

5 **THE COURT:** Well, I mean, they can't affirmatively say
6 yeah, we know you're not the real owner but we're insuring you
7 anyway if they didn't know that he wasn't the real owner.

8 **MR. PRITCHARD:** Well I'm not sure I understand that --

9 **THE COURT:** Well, your argument seems to be with the
10 *Crescent* case that *Crescent* -- the building is obviously
11 sitting there vacant.

12 **MR. PRITCHARD:** Correct.

13 **THE COURT:** And the insurance company continues to accept
14 the premiums and continues to represent that it's insured,
15 even though if they'd just have driven out there, they could
16 see that the building was vacant.

17 **MR. PRITCHARD:** Right.

18 **THE COURT:** So I would assume you're trying to say that
19 Farm Bureau knew that Marion Driggers did not actually own the
20 property but they kept accepting his premium; and therefore,
21 somehow communicating to Tammy Floyd you're covered. I mean,
22 how -- how would they know that she was not -- that she was
23 actually the title owner?

24 **MR. DRIGGERS:** May I address that, Your Honor?

25 **THE COURT:** In just a minute, sir.

1 **MR. PRITCHARD:** I don't think it matters whether they
2 knew that she was the actual underlying title owner is what
3 I'm saying. I think first off, the fact that she was the
4 underlying title owner is a matter of record. So they -- so
5 anybody is on constructive notice. I mean, a google search at
6 your desk will take two minutes to figure that one out. You
7 know, it's just -- I mean, just go on the Williamsburg County
8 tax records and voila you're going to find out who the record
9 owner is. But, you know, in the Crescent Homes case, one of
10 the reasons I think my case is stronger is the Crescent Homes
11 case, the fact that the policy was -- excuse me, the property
12 was vacant actually expanded the scope of the risk. So
13 generally speaking, if the scope of the risk is expanded then
14 you've got an argument of now we charge a bigger premium. But
15 here there's none of that. The bottom line is, okay, he was
16 acting for his daughter as -- as an undisclosed agent. But
17 the bottom line is, you've got an insured who's paying a
18 premium, the risk is no different. The risk is no different.
19 His argument essentially is we didn't have a contract with Ms.
20 Floyd, but just because you enter into a contract with an
21 undisclosed principle doesn't mean you don't have a contract
22 with the undisclosed principle, and that's essentially what
23 he's arguing here when you get down to it. And that's exactly
24 what's going on here. And that's what I don't think under the
25 Crescent Homes case, I think we've got -- I think we've got a

1 jury issue as to (a) was he acting as an undisclosed
2 principle; and number 2, do they have a contract with her
3 based on it? And naturally what it's coming down to, I think
4 they're estopped from asserting some of these positions.

5 Now as for the claim issue, Mr. McKenzie who was an
6 employee of Farm Bureau, discussed this with Ms. Driggers. He
7 wrote the policy. Now, I know there was some discussion about
8 whether or not they should make the claim or not make the
9 claim, but certainly at that moment Farm Bureau was on notice
10 that a property that they insured had caught fire. That he
11 chose not to take it back to them is between him and them, but
12 they knew at that moment so to say we didn't know, we couldn't
13 investigate, and we could do this, they most certainly could
14 have. I mean, just because no formal claim was done doesn't
15 mean you can't go out and take a look at a property. If
16 you're insuring a property and you know it burned down and you
17 just say we're not going to go take a look at it, you can't --
18 you can't just do that. You've got to have some basis for not
19 doing it. Now again, Ms. Driggers didn't in fact make a
20 formal claim, but at that moment Farm Bureau was on notice
21 that a property that they insured had burned down and -- or
22 caught fire. And so they knew about it. He was a licensed
23 insurance agent, it's not like he was, you know, a store
24 clerk. I mean, he had to take a test; he has to go to
25 continuing education; you know, he's got company policies and

1 procedures, again which I've never been allowed to see. And
2 so at this point, you know, I've got a pretty solid jury issue
3 as to whether or not they were on notice and they should have
4 done something about it.

5 **THE COURT:** So tell me what your specific request is to
6 produce.

7 **MR. PRITCHARD:** Well, what I'm looking for is I want to
8 know what their claims manual and their policy guidelines are.
9 And I understand that they have great heartburn about
10 Travelers getting ahold of it, but certainly protective orders
11 and confidentiality orders do it all the time. I do it as an
12 insurance carrier defense lawyer all the time. And what I
13 don't understand is how, because he's got some heartburn about
14 giving it to another party, that my request for production
15 should be denied. I'm certainly not going to use it to my
16 advantage, at age 58 I promise you I'm not starting an
17 insurance company. I mean, you know, if there's something we
18 can craft where Travelers doesn't get it or whatever, I don't
19 care they work that out, I really don't. But I don't know why
20 I should be denied information necessary to prosecute my claim
21 because he's got some -- because one party has heartburn about
22 another party getting it. I mean, it just -- I just don't see
23 how that fits within the Rules of Civil Procedure and Rule 26
24 of open discovery. I mean, I haven't heard a single objection
25 that would justify my not getting that information. The

1 objection is, you know, we don't want another carrier to have
2 it because it's proprietary. Well, that's what a protective
3 order is all about.

4 **THE COURT:** And so you want to be able to see it to
5 determine whether Mr. McKenzie followed proper --

6 **MR. PRITCHARD:** Yeah. And whether they followed their
7 own procedures in adjusting, or not adjusting I should say,
8 this claim.

9 **THE COURT:** And tell me what your position is, first of
10 all what personnel files are you requesting?

11 **MR. PRITCHARD:** I want to know if whoever this claim was
12 assigned to has any disciplinary issues, whether they've ever
13 had any other problems adjusting claims, what their training
14 was, that sort of thing so I can ascertain if you have a
15 properly trained claims handler. Has this claims handler had
16 other problems in the past with regards to adjusting claims?
17 I mean the question is, did Farm Bureau act reasonably in
18 simply doing nothing. I mean, they filed a DJ action for
19 sure, but by and large they've done nothing. Again, at least
20 Travelers, to their credit, has come in and tried to pay the
21 money. There's some disputes about whether, you know, how
22 they should come down, but I mean Travelers at least stepped
23 up to the plate with all this mess and said we took a premium,
24 we've got a policy, we just want to pay the Court and let
25 everybody else figure out whose it is. Farm Bureau hasn't

1 even done that. We took the premium for years and years and
2 years, we just want to truck them out of here. I mean, I've
3 done this 35 years and I'm going to be honest with you, I've
4 only seen two bad faith cases that are worse, and I'm usually
5 on the defense side. I mean, this is -- they just didn't
6 bother to investigate any of it. I mean, that in and of
7 itself is unreasonable conduct in my view, and I think there
8 are jury issues here. And I think -- I think we've got a
9 right to have a jury.

10 And, you know, while we're on the subject, as Your Honor
11 knows this is a 2014 case. And I recognize that today is the
12 17th of September so we're 2 months from Thanksgiving and
13 things start getting a little squirrely and we've got the
14 whole Covid thing going on. But I really would like to put
15 this thing on a fast track and try it in the spring and get it
16 done with. It's -- it's -- as a matter of fact, pets have
17 died in shorter time. You know, this case is just going on
18 forever and it needs to ---

19 **THE COURT:** I agree with that.

20 **MR. PRITCHARD:** Thank you.

21 **THE COURT:** Thank you.

22 Mr. Driggers?

23 **MR. DRIGGERS:** Yes. I'd like to add that the reason that
24 it was in my daughter's name, we have a little group called
25 TDF group which is her name, Tammy D. Floyd, that's how this

1 property was listed. She was my designee as also Arthur
2 McKenzie had Aliza Richardson as his designee at the court
3 case in '96. Everything steams back to those, the contract
4 and the Judge's order.

5 **THE COURT:** I've got a copy right here in front of me.

6 **MR. DRIGGERS:** Ma'am?

7 **THE COURT:** I have that order on my computer right now.

8 **MR. DRIGGERS:** Okay. And also Wayne McKenzie had his
9 supervisor with him when he went out to that house. My wife
10 stated to them that Arthur had insurance with Travelers, and
11 we were looking for them to pay because we had notified Ms.
12 Tina Kennedy, well actually she came and looked at the record,
13 and she was well aware on 1/02 of '10 which is just a month or
14 two after the fire. See, Mr. Davis has been insinuating that
15 they don't have a claim, a mortgagee, and I've got several --
16 which I'm sure you're aware of, that the mortgagee's
17 protected.

18 **THE COURT:** Who is Tina Kennedy?

19 **MR. DRIGGERS:** Who is what?

20 **THE COURT:** Who is Tina Kennedy?

21 **MR. DRIGGERS:** TDF?

22 **THE COURT:** You referred to a Tina Kennedy.

23 **MR. DRIGGERS:** Tina Kennedy is a Travelers investigator.
24 That's the one that I told you I had the paper stating that
25 she put us on notice. I'd like to know who P.D. is.

1 Do you know, Mr. Davis?

2 **THE COURT:** Mr. Driggers, this is your turn to address me
3 as to the Farm Bureau's motions on the request for production
4 and Farm Bureau's motion for summary judgment.

5 **MR. DRIGGERS:** Okay. Well I disagree totally with Farm
6 Bureau being let out of it. They were well aware in early '10
7 of the situation. Even the supervisor came along with the
8 guy. We were trying to help Farm Bureau by collecting from
9 who really owed me. That's how we got -- they denied the
10 claim. They had already approved the claim, Mr. Hudson and
11 Matthew from Farm Bureau already -- we did EUO's, EOU's,
12 whatever they are, and they had already approved that she had
13 an insurable interest in it and then all of a sudden I don't
14 know what happened, somebody talked with them about something.
15 They had already approved the claim.

16 **THE COURT:** Okay. I think that is all of Farm Bureau's
17 and Travelers' motions that we've heard from everybody on. I
18 don't believe that you had any pending motions, Mr. Pritchard?

19 **MR. PRITCHARD:** No, Your Honor, I don't. And I want to
20 try to understand something. I don't want to put words in Mr.
21 Davis' mouth, but I understand that Travelers position is that
22 they don't care who the money belongs to, they just want to
23 pay it and be done with it. If Driggers gets it, great, but
24 that's a fight that the rest of us are supposed to have. Is
25 that correct?

1 **THE COURT:** That's what I understand.

2 **MR. DAVIS:** Absolutely correct.

3 **THE COURT:** Okay.

4 Mr. Driggers, I understand that you have some motions as
5 well, sir.

6 **MR. DRIGGERS:** Yes, ma'am. I have a motion to reconsider
7 about the code section here 38-59-10.

8 **THE COURT:** Okay. Let me ask you first, what are you
9 asking the Court to reconsider?

10 **MR. DRIGGERS:** Judge James, Judge James.

11 **THE COURT:** Okay. Judge James' order ---

12 **MR. DRIGGERS:** He ordered ---

13 **THE COURT:** I understand. That was in 2016 and Judge
14 Cothran has denied that motion for reconsideration in 2018,
15 and Judge Brown denied the motion for reconsideration on June
16 20th, 2017 so that's already been addressed at least twice
17 previously.

18 **MR. DRIGGERS:** I don't think the motion to reconsider has
19 been heard at all.

20 **THE COURT:** Sir, there's been an order issued by both --
21 I mean there's a written order dated June 20th, 2017 by Judge
22 Brown.

23 **MR. DRIGGERS:** Judge Brown?

24 **THE COURT:** I understand it was raised in front of Judge
25 Cothran, although I have not seen a written order from Judge

1 Cothran. I think that was ---

2 **MR. DRIGGERS:** That was just a discussion, that wasn't a
3 motion hearing we had with Judge Cothran because we don't have
4 any trial transcript at all on it. But I was under the
5 impression that I had to file a motion to reconsider on Judge
6 James' order to be able to appeal it.

7 **THE COURT:** You did, sir, and Judge Brown ruled on it.

8 **MR. DRIGGERS:** Judge Brown?

9 **THE COURT:** Yes, sir, on June 20th, 2017.

10 **MR. DRIGGERS:** I'll have to check on that. I don't
11 remember that. He ruled on something that I disagreed with,
12 oh, he overruled another Judge's order, that's what it was
13 which is illegal. But anyway, we'll move from that one and go
14 to the motion to compel. I have orders from Judge David
15 Norton which is a federal judge. It says when insurance
16 companies commit bad faith, even one element, they waive all
17 of their rights to protection. We haven't received any kind
18 of discovery at all. All I'm asking for is the discovery
19 between Nettles, Corbin, and Nettles and Corbin.

20 **THE COURT:** Okay. I see a motion ---

21 **MR. DRIGGERS:** Between Travelers, Nettles, and Corbin
22 that's the information that I feel like I have a right to
23 that.

24 **THE COURT:** Okay. I'm not sure what you're asking for.
25 I see that you filed a letter in July of 2018 to Judge Cothran

1 referring to a federal case.

2 **MR. DRIGGERS:** Right.

3 **THE COURT:** But I don't see where you have -- tell me
4 what you're asking.

5 **MR. DRIGGERS:** I'm asking for all of the information, all
6 of the letters. See because Judge James let Travelers by with
7 a lot of this stuff that I fell like I should have been
8 exposed to, but then I found this order where this federal
9 judge, and it's been through the Supreme Court and they
10 haven't denied it. If you can produce one element, and I can
11 very well produce one element that I haven't been paid under
12 section 38-20 in three months by no means. And I was denied
13 anything to do with the case, have been for ten years. They
14 act like they don't even know a mortgagee.

15 **THE COURT:** Well I see Judge James ruled on your motion
16 to compel Travelers to produce certain documents and he
17 granted some of that and he denied some of that. Is that what
18 you're referring to, those documents that you requested?

19 **MR. DRIGGERS:** Yeah. I requested those documents, and I
20 haven't received any kind of correspondence between Mr. Davis
21 and Travelers, none. They are opposing attorneys, there's
22 nothing confidential about that.

23 **THE COURT:** It appears to me that there was a later order
24 that denied your request that asked for I think attorney to
25 attorney documents.

1 **MR. DRIGGERS:** Right.

2 **THE COURT:** I can't remember where that was listed, but
3 again I think that Judge James has already ruled on that
4 motion to compel.

5 **MR. DRIGGERS:** I don't think so, not on this order
6 because I didn't bring it out. I didn't know about it until
7 this case had drug on for two or three years without any kind
8 of discovery or any kind of thing happening on it. I don't
9 remember when I received the actual motion from Judge Norton
10 but it hasn't been but a couple of years and I don't think
11 that's been heard, but if you say so I'll go along with what
12 you say.

13 **THE COURT:** Mr. Davis, do you know offhand, sir, when
14 Judge James on the motion to compel back in May of 2016, Judge
15 James granted it in part and denied it in part. Do you know
16 if Travelers turned over the documents responsive to that
17 motion to compel?

18 **MR. DAVIS:** I have to say, Your Honor, if we were ordered
19 to do so I'm confident that we did, although I can't stand
20 here and say that I have a specific memory of it. I did my
21 best to get all of that details of what's happened all of
22 these years in my mind in the last couple of days, but I don't
23 remember that one.

24 **MR. DRIGGERS:** But that was before this order.

25 **THE COURT:** Mr. Driggers, I don't know which request for

1 production you're referring to. If you served a request for
2 production ---

3 **MR. DRIGGERS:** The clerk should have it in her office. I
4 have a list of motions ---

5 **THE COURT:** Mr. Driggers, a request for production goes
6 to the attorneys. It doesn't get filed with the Court unless
7 it's part of a motion to compel. I didn't see any request for
8 production that was attached to your motion to compel. So
9 tell me what specific request for production they have not
10 complied with.

11 **MR. DRIGGERS:** Well I -- this order states pretty much
12 that I am due or should be due all of the information that
13 they have. That's the way I read the order.

14 **THE COURT:** You're talking about Judge Norton's?

15 **MR. DRIGGERS:** Judge Norton.

16 **THE COURT:** Okay. That very well may be, but you still
17 have to request the documents. You have to make a specific
18 request for them.

19 **MR. DRIGGERS:** I have requested them through I believe a
20 motion is what I'm saying. I'll double check, but I think I
21 received this order from Judge Norton after Judge James. It
22 was later.

23 **THE COURT:** I understand, sir, but procedurally if you're
24 saying that they haven't -- that you are compelling -- that
25 you want the Court to compel them to turn over documents you

1 have to request those documents from them through the
2 discovery process and then they have to formally respond to
3 your request and say yes, here are the documents, or give you
4 some reason why they're not going to give them to you.

5 **MR. DRIGGERS:** Okay. Well I'll do that after this.
6 Okay. That's fine. I'll do that. And let's see, the motion
7 to dismiss. That was the order of default. Mr. McKenzie has
8 been removed from this case by Delores Williams following the
9 court order of Judge Duane Shuler.

10 **THE COURT:** Okay. Are you referring to -- I saw there
11 was a magistrate court order that ejected him from the
12 property back sometime after the fire?

13 **MR. DRIGGERS:** Right.

14 **THE COURT:** Which would not have any bearing on this
15 case. First of all, the magistrate court does not have
16 jurisdiction to deal with an interest in real property. The
17 magistrate can evict somebody from the property, but a
18 magistrate cannot make a determination of who's got what in
19 real property. They don't have any jurisdiction in that.

20 **MR. DRIGGERS:** Well Judge Shuler wrote that in his order.

21 **THE COURT:** That was back in 1994.

22 **MR. DRIGGERS:** Well that is this case, ma'am. The '96
23 case is actually this case. It's about the same thing.

24 **THE COURT:** Sir, it can't be this case. That's before
25 the fire.

1 **MR. DRIGGERS:** But that order is still good until the
2 contract is up. A judge's order is still good until the
3 contract is up.

4 **THE COURT:** So tell me the date of your motion to dismiss
5 that you're arguing to me right now.

6 **MR. DRIGGERS:** All of these was to Judge Ferrell Cothran.

7 **THE COURT:** Was it July 20th, 2018?

8 **MR. DRIGGERS:** Wait a minute. Let me see if I can find
9 that motion here. Motion to dismiss was on October 2nd, 2017.

10 **THE COURT:** Okay.

11 **MR. DRIGGERS:** And Judge Cothran never heard it.

12 **THE COURT:** There was no -- I see that was listed on the
13 public index but there was no document attached. Let me see,
14 I think I've got it in front of me right here. Okay. I'm
15 looking at a letter to Judge Cothran, it's called a motion to
16 dismiss. It was filed October 10th, 2017 that says: "Dear
17 Sir, I'm enclosing an order from Judge Shuler for your
18 information as to why these counterclaims against the Driggers
19 should be dismissed." I'm assuming you're talking about the
20 counterclaims filed by Arthur McKenzie?

21 **MR. DRIGGERS:** Right.

22 **THE COURT:** And so it's your position that Judge Shuler's
23 order from this 1994 action precludes Mr. McKenzie from
24 crossclaiming against you?

25 **MR. DRIGGERS:** Right.

1 **THE COURT:** Okay. Let me -- let me hear what -- Mr.
2 Corbin, do you want to respond to that, sir?

3 **MR. CORBIN:** I can, Your Honor. There are a lot of
4 different things. Number one, the magistrate court's order it
5 was a default and Your Honor is correct, no jurisdiction.
6 Plus in default you can only ask for relief that you're
7 requested. The only relief that's requested was ejectment.
8 The house had burnt three years before. Mr. McKenzie had been
9 out of the house for three years, so the magistrate court's
10 order does not affect this case.

11 Don't know what Your Honor wants me to address, whether
12 or not Mr. McKenzie has standing?

13 **THE COURT:** I'm referring to this 1994 order of Duane
14 Shuler. The action was E.L. Matthews versus Arthur McKenzie
15 versus Shiralee Driggers.

16 **MR. CORBIN:** Yes, ma'am.

17 **THE COURT:** And I have not read that order, but it
18 appears to be with respect to this property.

19 **MR. CORBIN:** It is. It indicated that the parties would
20 enter into this particular contract which is dated April 25,
21 1997.

22 **THE COURT:** The parties reached an agreement?

23 **MR. CORBIN:** Yes, ma'am.

24 **THE COURT:** Mr. McKenzie was to pay some money for past
25 due rent and for attorney's fees. It also states that the

1 parties recognize that there are other mortgages in agreement
2 between the parties which will not be released by the terms
3 and conditions of the release but will be satisfied by the
4 contract. It gives Arthur McKenzie the right to assign his
5 interests to a designee whose name will appear on the
6 contract. Was this contract ever entered into?

7 **MR. CORBIN:** Yes, ma'am. It's part of numerous responses
8 to motions, but this is a copy of the contract, Your Honor.

9 **THE COURT:** Numerous responses to motions in this case?

10 **MR. CORBIN:** Yes, ma'am.

11 **THE COURT:** And do you have a copy that Mr. Driggers can
12 see what I'm looking at?

13 **MR. DRIGGERS:** Which one, the contract?

14 **THE COURT:** Sir, what I'm looking at is a contract for
15 sale and purchase dated, it looks like April 25th, 1997.

16 **MR. CORBIN:** Your Honor, in that particular contract, Mr.
17 Driggers has a copy of it, it's clear that's what Mr. Driggers
18 indicates he was his daughter's designee. And it's clear that
19 Arthur McKenzie -- that Aliza Gambell was the designee for Mr.
20 McKenzie. Clearly in this contract Mr. McKenzie is a party
21 and he can enforce this contract. We're not looking to
22 abnegate the contract; we want to enforce it. For example, on
23 page three, paragraph four the attorneys representing the
24 parties indicates that Arthur McKenzie is represented by me,
25 he's a party. Page seven, that talks about that in fact it's

1 on the sales contract if there's a default then there'll be a
2 foreclosure and any excess of that foreclosure would go to Mr.
3 McKenzie. Page number nine, binding effect of this contract,
4 this agreement shall be binding upon the parties hereto,
5 Driggers, which is Mr. Driggers, McKenzie, Mr. McKenzie, and
6 others so clearly he's a party. Furthermore, paragraph
7 seventeen states the parties agree that Arthur McKenzie shall
8 jointly share any and all responsibilities and liabilities
9 with Aliza Gambell under the terms of this contract, so
10 clearly he's a party to this contract. Mr. Driggers is a
11 party to the contract, Mr. McKenzie is a party to the
12 contract; therefore, he has standing to bring his action for
13 breach of those contracts.

14 **THE COURT:** Mr. Driggers, do you want to respond, sir?

15 **MR. DRIGGERS:** Yes, ma'am. On page four he moved away
16 from it, but said in the event of a default by the buyer all
17 contract rights of the buyer Gambell and McKenzie will
18 terminate. Buyer and McKenzie acknowledge they have no rights
19 to equity for rent paid. That's in the contract, it's also in
20 that order.

21 **THE COURT:** You're referring to page four of the contract
22 for sale dated April 25th, 1997?

23 **MR. DRIGGERS:** Yeah. On contract page four and it says
24 buyer shall have the right to vacate within 30 days from
25 written notice. If the buyer fails to vacate within 30 days

1 the seller shall commence eviction proceedings in magistrate's
2 court. The notice shall have the event of default, the buyer
3 will have the right to cure the default. He never cured it
4 and a lawyer served this and a magistrate -- Kim Dotson (ph)
5 served that to the magistrate or gave it to the magistrate.
6 She did the default according to the order of Judge Shuler.
7 Same case from '96 til now. I believe it's on section eight
8 about the assignment, that there can be no assignment without
9 my family signing the papers, so Mr. McKenzie shouldn't have
10 ever really been in this. Ms. Richardson, if they were going
11 to do anything, should have.

12 **THE COURT:** Okay. I'm denying your motion to dismiss on
13 the basis of Judge Shuler's order of 1996. Given the fact
14 that the parties then entered into a contract for the purchase
15 of a property after Judge Shuler's order in April of 1997. So
16 that motion is denied.

17 **MR. DRIGGERS:** Wait a minute, ma'am. That wasn't two
18 different cases now. That's all the same case.

19 **THE COURT:** I understand exactly what your position is,
20 sir, but it's my ruling that Judge Shuler's order was then
21 followed up by the contract of sale between the parties and so
22 I'm not dismissing the action at this point. But you can move
23 on to your next motion.

24 **MR. DRIGGERS:** Okay. Motion to produce legal assignment,
25 that's the next thing. I haven't received it.

1 **THE COURT:** Okay. I understand that you had previously
2 filed a motion to abolish the assignment.

3 **MR. DRIGGERS:** Right.

4 **THE COURT:** We had an affidavit from Lisa Gamble is it?

5 **MR. DRIGGERS:** Aliza Gamble.

6 **THE COURT:** Who indicated that she did not sign the
7 assignment. Judge James ruled on your motion to abolish the
8 assignment back in 2016 and indicated that Ms. Gamble having
9 acknowledged she did not sign it, that he was not ruling on
10 how that affected the legal rights of the parties. So I don't
11 know what you're asking us to do at this point. I think they
12 can't produce something that doesn't exist.

13 **MR. DRIGGERS:** Right. And they have -- you know if the
14 Judge ordered that it be a separate hearing and separate
15 agreement on it, which is Judge Shuler's order then they can't
16 have an assignment. He forged the assignment. I've got a
17 forged assignment is you want to read it.

18 **THE COURT:** Well from what I understand you asked them to
19 produce an assignment that you say that by your account is a
20 valid assignment.

21 **MR. DRIGGERS:** A valid assignment.

22 **THE COURT:** They've produced to you all of the
23 assignments that they have. I understand that you're going to
24 have a legal argument down the road about the validity of
25 those assignments.

1 **MR. DRIGGERS:** Right.

2 **THE COURT:** But there's nothing further for them to
3 produce to you at this point.

4 **MR. DRIGGERS:** Okay. So if they can't produce it, what
5 affect will that have with the law?

6 **THE COURT:** Well that's for another day for another Judge
7 and during the trial for the jury to make that determination.

8 **MR. DRIGGERS:** Okay.

9 **THE COURT:** But that's not in front of me now.

10 **MR. DRIGGERS:** Fair enough. Motion to compel which is
11 the federal order, that don't seem to make any difference.

12 Motion to reconsider, let's see what that one is on. I
13 don't seem to have it, Your Honor, so we'll skip over that.

14 I've got a motion to revise. I was asking the Court to
15 produce a legal assignment that's signed by all parties in the
16 court order and the contract for sale and I ask the Court to
17 abolish the counterclaims by Mr. McKenzie. He has no standing
18 to counterclaim. That's not the one I wanted to revise. I
19 wanted to revise the amount I was asking in damages, and I
20 revised it due to an order from Judge Michael Nettles to ask
21 for punitive damages.

22 **THE COURT:** Okay. Let me ask first of all, Mr.
23 Pritchard, can you tell me whether the original claim requests
24 punitive damages?

25 **MR. DRIGGERS:** The original claim what?

1 **THE COURT:** I think the -- at this point I don't know if
2 the summons and complaint has been amended, but the most
3 recent summons and complaint does it ask for punitives?

4 **MR. PRITCHARD:** I'm pretty sure it does. I'll have to
5 fire up my computer, I haven't looked at the thing in so long,
6 but I can't imagine that it doesn't, I'll put it that way. I
7 wouldn't have no put it in there. If it's a bad faith claim
8 I'm going to ask for that. I can go pull the complaint out.
9 You'll have to bear with me.

10 **MR. DRIGGERS:** And I have a motion, I think, to revise
11 the cause of action. This is where I was sending the motion
12 to revise my cause of action due to opinion number 26718. In
13 this action our Supreme Court upheld the jury award from Judge
14 Michael Nettles' court in Florence. It is very clear that the
15 courts will uphold these punitive damages because of torturous
16 conduct and unconscionable actions of insurance companies. I
17 now am asking \$350,000 actual damage and \$10,000,000 in
18 punitive damages. It is obvious that Travelers Insurance and
19 Farm Bureau had bad faith claims for disobeying South Carolina
20 statute 38. I also ask that they be held in breach of trust
21 and breach of contract. I also plan to show this Court and
22 jury possible collusion and perjury by some attorneys. For
23 the above reasons, I ask this Court to enter a judgment of
24 \$10,350,000.

25 **THE COURT:** So the next question is that the original

1 complaint was for breach of -- there certainly was a breach of
2 contract action in there somewhere? I don't know about breach
3 of trust.

4 **MR. PRITCHARD:** Honestly I can't answer that without
5 looking at it.

6 Madam Clerk, is there a Wi-Fi password or something here?

7 **THE CLERK:** Public 123.

8 **MR. PRITCHARD:** Excuse me?

9 **THE CLERK:** Public 123.

10 **MR. PRITCHARD:** Public 123. Thank you. All right.

11 **THE COURT:** Okay. I'm looking at an amended answer and
12 counterclaim and crossclaim of Marion Driggers, Shiralee
13 Driggers, and Tammy Floyd. It looks like there's an unsigned
14 order that is titled Order Allowing Defendants Marion
15 Driggers, Shiralee Driggers, and Tammy Floyd to amend their
16 answer. This is from 2015. I don't see where this is
17 clocked. But in this amended answer, counterclaim, and
18 crossclaim there's a breach of contract action against South
19 Carolina Farm Bureau, bad faith claim against South Carolina
20 Farm Bureau, there's a breach of contract claims as to
21 Travelers, bad faith claim as to Travelers, and it requests
22 punitive damages in an appropriate amount to be considered by
23 the Court. I do not see an action for breach of trust.

24 So tell me who you want to sue for breach of trust, Mr.
25 Driggers.

1 **MR. DRIGGERS:** Breach of trust, both of them really, Farm
2 Bureau and Travelers.

3 **THE COURT:** I'm going to deny your motion to amend your
4 complaint or crossclaim. I'm going to deny -- I'm going to
5 interpret your motion as a motion to amend your answer
6 counterclaim and crossclaim to include a cause of action for
7 breach of trust. We are now six years into this litigation.
8 It looks like your case was thoroughly pled in the various
9 pleadings that have been filed. There has been virtually no
10 discovery going forward so it not as though anything that was
11 discovered in discovery that wouldn't have been known to the
12 parties at the beginning of the case. So that motion is
13 denied. As to your punitive damages, you've already pled
14 punitive damages, you've already pled breach of contract so
15 there's nothing for you to amend at this point.

16 **MR. DRIGGERS:** So you're denying discovery?

17 **THE COURT:** No, sir. You filed a motion to revise.

18 **MR. DRIGGERS:** Uh-huh. (Affirmative response.)

19 **THE COURT:** I'm assuming you're talking about revising
20 your complaint.

21 **MR. DRIGGERS:** The amount, right.

22 **THE COURT:** You don't have to revise the amount. You
23 don't have to ---

24 **MR. DRIGGERS:** Okay.

25 **THE COURT:** --- ask for a specific amount of punitive

1 damages. You've already asked for punitive damages. When the
2 case goes to a judge or jury, you'll make a request as that
3 point.

4 **MR. DRIGGERS:** That'll be fine.

5 **THE COURT:** Okay. So let's recap, shall we. First of
6 all, anybody need to say anything else at this point?

7 **MR. PRITCHARD:** Really the point that I would have back
8 to the summary judgment motion is if it's dismissed
9 essentially they issued a policy to no one, took the premiums,
10 and don't have to pay anybody.

11 **THE COURT:** Let's start in turn here. If y'all will give
12 me a minute to just go back over my notes as to what all we
13 have now. Okay. As to Travelers motions, the motion
14 basically for interpleader to pay the funds into court is
15 granted basically with the consent of the parties.

16 The motion for summary judgment as to the cross claims
17 and the motion for summary judgment as to South Carolina Farm
18 Bureau's equitable indemnity claim, I'm going to take under
19 advisement and look at that carefully.

20 South Carolina Farm Bureau's motion to quash is granted
21 as to the personnel file or files. It seems to me that their
22 -- I'm not saying that that's not a possible line of inquiry
23 during a deposition, but as far as having to produce the
24 personnel files of South Carolina Farm Bureau employees, that
25 motion to quash is granted.

1 As to the claims manuals and policy guidelines, I think
2 is how you phrased it, I'm going to deny that motion to quash
3 subject to protective order. And what I'm going to do is
4 allow y'all to circulate the terms of a protective order and
5 see if you can agree on the terms of a confidentiality order.
6 And if you cannot agree on it, then if you'll send me each
7 your version and I will -- I'll craft one, but I'd first like
8 --

9 **MR. PRITCHARD:** I'm confident Mr. Hudson and I can do
10 this.

11 **THE COURT:** I'm sorry.

12 **MR. PRITCHARD:** I'm confident Mr. Hudson and I can do
13 this.

14 **THE COURT:** Sure. I'd like y'all to take a stab at
15 agreeing on the terms of a protective order. I do think that
16 Farm Bureau has a legitimate interest in keeping those
17 documents confidential and so they do not have to produce
18 those until a confidentiality order is in place and signed by
19 the Court.

20 As to South Carolina Farm Bureau's motion for summary
21 judgment, I find that that motion is premature at this time.
22 By all accounts, discovery has been fairly limited thus far in
23 this case. However, I do think that you certainly would have
24 the ability to refile. I'll put that in the order that you
25 can refile that motion for summary judgement or renew that

1 motion for summary judgment at the conclusion of discovery.

2 I think we need a scheduling order in place. First of
3 all, that all fact witnesses -- we're going to have a date
4 when all fact witnesses have to be named. We're going to then
5 have a date when all depositions have to have concluded,
6 including the depositions of Marion Driggers, Shiralee
7 Driggers, Tammy Floyd, and any representative of Arthur
8 McKenzie's estate. We're going to have a date when
9 dispositive motions have to be made by. And we're going to
10 have a trial by or a trial not before date. I can't tell you
11 those dates right off hand because I don't want to make y'all
12 wait while I do that. But I'm not going to ask y'all to agree
13 on that, because frankly I think we're going to spend more
14 time trying to get everybody's agreement than if I just set
15 those dates, so I'm going to set those dates. I'm also going
16 to say in this order that those dates are not going to be
17 extended except a party showing extremely good cause as to why
18 not. This is a 2014 case. There's no reason why we still
19 have this case pending. We have fairly limited narrow legal
20 issues to address, so I see no reason why we can't get this
21 case concluded.

22 As to Mr. Driggers motions, the motion to dismiss is
23 denied again on the basis of the contract of sale that was
24 entered into between the parties after Judge Shuler's order of
25 1996. The motion for valid assignment is denied as it's not

1 really a proper motion for this Court. The motion to
2 reconsider Judge James' order is denied as that order has
3 already -- or that motion has already been heard previously
4 and ruled on by Judge Craig Brown. The motion to revise is
5 denied as to the breach of trust action. I find that it's a
6 moot motion as to the request for punitive damages and breach
7 of contract since those things have already been pled in Mr.
8 Driggers previous pleadings with the Court.

9 I think that addresses everything. So, again, I'm going
10 to take the two Travelers motions under advisement. I'm glad
11 to do a form order as to everything I've just said unless
12 someone wants to draft an order as to any particular part of
13 this.

14 Mr. Davis, I don't know if you want to draft a motion --
15 an order with respect to the interpleader?

16 **MR. DAVIS:** I'll be happy to, Your Honor.

17 **THE COURT:** Okay. If you'll do that.

18 **MR. CORBIN:** If I may, also include the consent order to
19 allow the substitution of the party for the estate on behalf
20 of Mr. McKenzie.

21 **THE COURT:** Yes, sir. And are you fine with me doing a
22 form order for that?

23 **MR. CORBIN:** Yes, ma'am. Yes, ma'am.

24 **THE COURT:** Has a personal representative been named?

25 **MR. CORBIN:** Yes.

1 **THE COURT:** Do you know the name of that person?

2 **MR. CORBIN:** I do. I can't think of it off the top of my
3 head.

4 **THE COURT:** If you will just e-mail to me, copy the
5 parties, on if you've got a copy of that order appointing PR
6 so we'll have that name.

7 **MR. CORBIN:** Yes, ma'am.

8 **THE COURT:** Otherwise, I'll do a form order as to my
9 rulings. Okay. Thank you all so much for coming here today
10 under, you know really difficult circumstances. I appreciate
11 it. We've got the weather, we've got a pandemic, we have all
12 manner of issues and I know that you all -- that everyone
13 wants a resolution of this case, so I do appreciate everyone
14 being physically present today so we could make some headway.

15 **MR. DRIGGERS:** May I ask a question?

16 **THE COURT:** Certainly.

17 **MR. DRIGGERS:** You have not released Travelers from this
18 lawsuit, right? You're just going to let them pay that into
19 the court?

20 **THE COURT:** They're going to pay that money into court.
21 Yes, sir. I haven't ruled ---

22 **MR. DRIGGERS:** Have you released?

23 **THE COURT:** I have not ruled yet as to their crossclaim -
24 - their motion for summary judgment. I'm taking that under
25 advisement.

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014CP4500132

South Carolina Farm Bureau
PLAINTIFF(S)

Marion L Driggers et al
DEFENDANT(S)

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.
- 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's motion to amend the Court's Order of March 30, 2021 is DENIED.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/09/2021 .

Edward K. Pritchard, III for Marion L Driggers, Shiralee Driggers, Tammy D Floyd
 Thornwell F. Sowell, III
 John Witherspoon Foster
 William Pearce Davis for The Travelers Home and Marine Insurance Company
 Daryl James Corbin for Alice Peterson, Arthur McKenzie a/k/a, Auther McKenzie
 The South Carolina Tax Commission
 Marion L Driggers for Marion L Driggers
 Mariel D. Norton for The Travelers Home and Marine Insurance Company
 John Dwight Hudson for South Carolina Farm Bureau
 William Greyson Land for Shiralee Driggers, Tammy D Floyd
 George John Conits for The Internal Revenue Service, The United States of America
 Marion L Driggers for Marion L Driggers

ADDITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2021 Apr 12 12:53 PM - WILLIAMSBURG - COMMON PLEAS - CASE#2014CP4500132

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Williamsburg Common Pleas

Case Caption: South Carolina Farm Bureau VS Marion L Driggers , defendant, et al

Case Number: 2014CP4500132

Type: Order/Electronic Form 4

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2014CP4500132

South Carolina Farm Bureau
PLAINTIFF(S)

Marion L Driggers et al
DEFENDANT(S)

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.
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- 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's Motion to Alter or Amend the Court's Order of January 5, 2021 is DENIED.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/09/2021 .

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Williamsburg Common Pleas

Case Caption: South Carolina Farm Bureau VS Marion L Driggers , defendant, et al

Case Number: 2014CP4500132

Type: Order/Electronic Form 4

So Ordered

s/ Kristi F. Curtis, Circuit Court Judge, No. 2762

RECEIVED

Sep 22 2021

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM WILLIAMSBURG COUNTY
Court of Common Pleas

The Honorable Kristi F. Curtis
Circuit Court Judge

Case No.: 2014-CP-45-00132
(Court of Appeals Case No.: 2021-000494)

South Carolina Farm Bureau Ins. Co. Appellant,

v.

Marion L. Driggers, Shiralee Driggers, Tammy D. Floyd, Arthur McKenzie, a/k/a Arther McKenzie, The Travelers Home and Marine Insurance Company, The United States of America acting by and through Its agency, The Internal Revenue Services and The South Carolina Tax Commission, Defendants,

Of whom The Travelers Home and Marine Insurance Company is the Respondent.

PROOF OF SERVICE

I, Mariel D. Norton, of Baker, Ravenel & Bender, LLC, Attorney for Respondent, hereby certify that, on this 22nd day of September 2021, I have served the following with the foregoing Respondent The Travelers Home and Marine Insurance Company’s Motion to Strike Matters Designated by Appellant for the Record on Appeal via electronic mail of same to counsel of record at the e-mail addresses shown below:

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Attorneys for Appellant

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Attorney for Estate of Arthur McKenzie

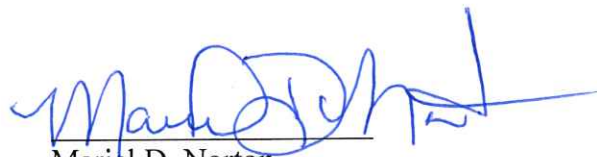
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Pro se

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File No.: 7746.1749
*Attorneys for Respondent The Travelers
Home and Marine Insurance Company*
Columbia, South Carolina
September 22, 2021



BAKER RAVENEL BENDER

ATTORNEYS AT LAW

Mariel Denise Norton
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September 22, 2021

E-mail: ctappfilings@sccourts.org
The Honorable Jenny Abbott Kitchings
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201

RECEIVED
Sep 22 2021
SC Court of Appeals

RE: South Carolina Farm Bureau Mutual Ins. Co., Appellant v. Marion L. Driggers, et al.
Of Which The Travelers Home and Marine Insurance Company is the Respondent
Appellate Case No.: 2021-000494
Our File No.: 7746.1749

Dear Ms. Kitchings:

Attached for filing in the above-referenced matter please find Respondent The Travelers Home and Marine Insurance Company's Motion to Strike Matters Designated by Appellant for the Record on Appeal with Proof of Service thereof via electronic mail. I am enclosing our firm check in the amount of \$50.00 for the filing fee via U.S. Mail.

By copy of this letter, the same is being served upon all counsel of record via electronic mail.

If you have any questions concerning this letter, please do not hesitate to contact me.

Sincerely yours,

Mariel D. Norton

MDN:sr

Enclosures

cc w/encl.:

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