

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ANDERSON

CIVIL ACTION NO: 2009-CP-04-00907

Nationwide Mutual Fire Insurance Company,

Plaintiff,

v.

Sharmin Christine Walls, Randi Harper,
Wendy Timms in her capacity as Personal
Representative of The Estate of Christopher
Adam Timms, Deborah Timms,

Defendants.

**ORDER DENYING DEFENDANTS SHARMIN
WALLS' AND RANDI HARPER'S MOTION
FOR INTEREST ON JUDGMENT**

RECEIVED

May 17 2022

SC Court of Appeals

This matter comes before the Court on Defendant Sharmin Walls' "Motion for Interest on Judgment Per S.C. Code § 34-31-20." One day before the hearing on such Motion, Defendant Randi Harper's counsel notified the Court that Defendant Harper joined in Defendant Walls' Motion. On July 29, 2021, a hearing on this Motion was held. Attorney J.R. Murphy of Murphy & Grantland, P.A. appeared on behalf of Plaintiff Nationwide Mutual Fire Insurance Company ("Nationwide"). Attorney Michael Mullinax of the Mullinax Law Firm, P.A. appeared on behalf of Defendant Sharmin Walls. After considering the Motion, Nationwide's Response in Opposition, and the arguments of counsel, the Court denies the Motion for the reasons set forth below.

I. FACTUAL AND PROCEDURAL BACKGROUND

A. The Declaratory Judgment Action

On March 4, 2009, Nationwide filed this declaratory judgment action seeking declarations as to: (1) the identity of the driver involved in the July 11, 2008 single vehicle accident; and (2) whether certain exclusions reduced the Nationwide policy's available liability limits for the accident. By Order dated August 29, 2011 Order, this Court determined that Kory Mayfield was

the driver of the vehicle at the time of the July 11, 2008 accident. By Order dated February 26, 2016, this Court held that the exclusions were not enforceable and, consequently, the policy limits were not reduced by such exclusions. As to the February 26, 2016 Order, the South Carolina Court of Appeals reversed finding that such exclusions were enforceable for policy limits above the State minimum limits. Certain Defendants then petitioned the South Carolina Supreme Court for a writ of certiorari. The Supreme Court granted the writ of certiorari. By Order dated June 3, 2021, the South Carolina Supreme Court reversed the Court of Appeals' decision and held that the exclusions were not enforceable. No order was ever entered awarding a money judgment to Defendant Walls or Defendant Harper for \$100,000 or any other monetary amount.

B. Stipulation and Agreement

On May 10, 2009, Nationwide, Defendant Walls, Defendant Harper and the other Defendants entered into a Stipulation and Agreement. Under the Stipulation and Agreement, the parties agreed to dismiss with prejudice any counterclaims against Nationwide and their claims against each other in other suits. This was done prior to this Court entering its declaratory judgment.

The Stipulation and Agreement set forth certain amounts that would be paid based upon determinations of the declaratory judgment issues. The Stipulation and Agreement provides in pertinent part:

If Sharmin Walls is found to be a passenger and Nationwide[sp] prevails on the issue that the bodily injury coverage is reduced to \$25,000/\$50,000, Nationwide will pay her \$20,000 under the bodily injury coverage in exchange for a release of Korey Mayfield. If Sharmin Walls is found to be a passenger and the bodily injury coverage is determined to be \$100,000/\$300,000, Nationwide will pay her \$100,000 in exchange for a release of Korey Mayfield. If Sharmin Walls is found to be the driver, she would be barred from recovery under the bodily injury coverage of this policy.

If the bodily injury coverage is reduced to \$25,000/\$50,000, Nationwide will pay Randi Harper \$10,000 under the bodily injury coverage in exchange for a release of Korey Mayfield and Sharmin Walls. If the bodily injury coverage is determined to be \$100,000/\$300,000, Nationwide will pay Randi Harper \$100,000 under the bodily injury coverage in exchange for a release of Korey Mayfield and Sharmin Walls.

WHEREFORE, the parties agree the payments set forth shall be made after a final decision in the above declaratory judgment action, including appeal, in the declaratory judgment action....

Thus, the parties contractually agreed that Nationwide would not pay Defendant Walls or Defendant Harper \$100,000 until “after a final decision in the above declaratory judgment action, including appeal.” Defendant Walls’ Motion seeks interest on such amount from February 26, 2016 until the date of payment.¹ The final Supreme Court Order was entered on June 3, 2021. Nationwide has agreed to pay Defendant Walls interest on the contractual amount due from June 3, 2021 until its payment of \$80,000, the amount due under the Stipulation and Agreement, which was received by Walls on July 7, 2021.

II. ANALYSIS

The contractual terms of the Stipulation and Agreement bar Defendants’ claims for post-judgment interest from before the Supreme Court’s final June 3, 2021 Order. However, even if such contractual terms did not bar Defendants’ claims for interest, South Carolina Code § 34-31-20 provides no basis for an award of interest in this case.

The contractual terms of the Stipulation and Agreement state that payment of \$100,000 to Defendant Walls and Defendant Harper was not required to be made until “after a final decision

¹ As Defendant Walls’ Motion acknowledges, the principal amount owed was \$80,000. Nationwide paid such amount on July 7, 2021. The Court is without information as to whether the contractual amount due to Defendant Harper is \$100,000 or some lesser amount based on prior payments from Nationwide. Defendant Harper did not file his own Motion, and his counsel did not appear at the hearing.

in the above declaratory judgment action, including appeal....” Therefore, no interest on the amounts due began to accrue until the Supreme Court’s final decision was entered on June 3, 2021. Nationwide has agreed to pay interest on the contractual amounts due from June 3, 2021 until the date of its payment of such amounts. Therefore, Defendants have no additional claims for interest, including Defendant Walls’ claim for interest beginning on February 26, 2016.

Furthermore, Defendants are not entitled to interest pursuant to South Carolina Code § 34-31-20(B) because no “money decree or judgment” was entered in their favor. Defendant Walls’ Motion alleges that she is due interest “pursuant to S.C. Code Ann. §34-31-20(b)”. South Carolina Code § 34-31-20(B) states: “A money decree or judgment of a court enrolled or entered must draw interest according to law.” S.C. Code § 34-31-20(B) (emphasis added). Here, the judgment of the Court is not a money decree or money judgment.

This is a declaratory judgment action only. When this Court entered judgment, no counterclaims remained. The only judgment entered was a declaration that the policy’s exclusions reducing the liability coverage limits were unenforceable. Thus, contrary to Defendant Walls’ assertion in her Motion, neither this Court’s Order nor the Supreme Court’s Order entered an “an award of [] judgment to Sharmin Walls in the amount of \$100,000.” The Nationwide policy provides liability coverage for certain damages for which an insured is legally liable as a result of an auto accident. Defendants never obtained a judgment against the at-fault driver, Korey Mayfield. Only under the Stipulation and Agreement – and pursuant to its terms – are Defendant Walls and Harper entitled to \$100,000 in bodily injury liability coverage. There is no “money decree or judgment of a court” as required for statutory post-judgment interest. *See* S.C. Code § 34-31-20(B).

The South Carolina Supreme Court has also recognized that a “money judgment” is a pre-condition to recovering post-judgment interest. *Hopkins v. Hopkins*, 343 S.C. 301, 307, 540 S.E.2d 454, 458 (2000) (“South Carolina Code Ann. § 34-31-20(B) (1987) states that money decrees and judgments of courts enrolled or entered shall draw interest...Prior to this opinion, Father received no money judgment; accordingly, he is not entitled to post-judgment interest.”); *see also Chambers v. Pingree*, 334 S.C. 349, 353, 513 S.E.2d 369, 372 (Ct. App. 1999) (“Interest at the post-judgment rate does not begin until a judgment is entered in a sum certain.”). Since there is no “money judgment” in their favor, Defendants are not entitled to post-judgment interest under South Carolina Code § 34-31-20(B).

III. CONCLUSION

The parties’ Stipulation and Agreement governs when and how much money Nationwide is to pay to Defendant Walls and Defendant Harper. Based on the terms of this Agreement, Defendants’ claims for statutory interest from February 26, 2016 are barred. Such agreement states that amounts owed are not due until after a final decision, including appeal. Therefore, Nationwide had no obligation to pay Defendants until after the Supreme Court’s final June 3, 2021 Order. Nationwide has agreed to pay the contractual amounts due plus interest from June 3, 2021 until payment. No additional amounts are due. Moreover, the Defendants are not entitled to post-judgment interest under South Carolina Code § 34-31-20(B) because no money judgment was entered in their favor. The Motion for post-judgment interest is DENIED.

IT IS SO ORDERED.

The Honorable J. Cordell Maddox, Jr.

November __, 2021



Anderson Common Pleas

Case Caption: Nationwide Mutual Fire Insurance Company , plaintiff, et al VS
Sharmin Christine Walls , defendant, et al
Case Number: 2009CP0400907
Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.

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