

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION
CASE NUMBER: 4:17-cv-02475-RBH**

Titan Indemnity Company,

Plaintiff,

v.

Wade Morris, M.C., K.R.M., deceased, T.W.,
and Samuel L. Floyd, as Guardian ad Litem for
minors J.E.M, J.C., L.M., and K.M.,

Defendants.

**CONSENT ORDER FOR JUDGMENT IN
FAVOR OF PLAINTIFF**

This matter is before the Court upon Plaintiff Titan Indemnity Company's ("Titan") and the Minor Defendants' request for entry of a consent declaratory judgment. Entry of Default has been entered against Defendant Wade Morris [ECF No. 27]. The remaining Defendants who join in this consent judgment, by and through their undersigned counsel or Guardian ad Litem, are J.E.M., J.C., L.M., K.M., M.C., T.W., and K.R.M., deceased (collectively, the "Minor Defendants").

On June 4, 2016, the Minor Defendants were involved in a single-vehicle accident resulting in bodily injuries and property damage. At the time of the accident, unlicensed, minor J.E.M. was operating a 2004 Chevrolet truck owned by Derrick Pressley. Derrick Pressley is a relative of Defendant Wade Morris and resided at the same address as Wade Morris.

Plaintiff Titan issued a personal auto policy, Policy No. 010111912, to Wade Morris, which listed Wade Morris as the only household driver and a 2001 GMC as the insured vehicle (hereinafter the "Titan Policy"). Plaintiff Titan filed the current declaratory judgment action seeking a declaration that the Titan Policy did not provide liability coverage for the June 4, 2016 accident.

Now, Plaintiff Titan, by and through its undersigned counsel, and the Minor Defendants, by and through their undersigned counsel or Guardian ad Litem, hereby consent to entry of judgment in favor of Plaintiff Titan declaring that the Titan Policy does not provide liability coverage for any bodily injuries or property damage arising out of the June 4, 2016 accident and that Titan has no obligation to pay, indemnify, defend, or otherwise perform under that policy for any and all claims arising out of the June 4, 2016 accident.

IT IS HEREBY ORDERED AND DECLARED that the Titan Policy does not provide liability coverage for any bodily injuries or property damage arising out of the June 4, 2016 accident and that Titan has no obligation to pay, indemnify, defend, or otherwise perform under that policy for any and all claims arising out of the June 4, 2016 accident.

The parties shall be responsible for their respective attorney's fees, court costs, and expenses of the litigation.

August 10, 2018
Florence, South Carolina

s/ R. Bryan Harwell
R. Bryan Harwell
United States District Judge

(Signatures on the following page.)

WE CONSENT:

s/William P. Tinkler
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s/Gene M. Connell
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Attorneys for Defendant T.W.

DATE: August 6, 2018

DATE: August 8, 2018

s/Charles D. Barr
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Attorneys for Defendant K.E.M., deceased

s/Samuel L. Floyd
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Guardian ad Litem for minor
Defendants J.E.M., J.C., L.M., and
K.M.

DATE: August 1, 2018

DATE: June 29, 2018

s/J.R. Murphy
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DATE: August 7, 2018