

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF RICHLAND )  
 )  
Champion Window Company )  
Of Columbia, LLC, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
Keith B. Evans and Brenda C. )  
Evans, )  
 )  
Defendants. )  
 )

IN THE COURT OF COMMON PLEAS  
Case No.: 2019-CP-40-06996

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DEC 13 2022  
SC Court of Appeals

ORDER FOR JUDGMENT

THIS MATTER comes before the Court on Plaintiff's Summons and Complaint, dated November 27, 2019. These pleadings were duly and properly served on the Defendants, on December 18, 2019, as evidenced by the proofs of service appearing in the Court's file. Defendant Brenda C. Evans filed her *pro se* Answer, dated January 16, 2020. Defendant Keith B. Evans did not respond to the Complaint. Additionally, Plaintiff's counsel served written discovery on the Defendants, to which they did not respond.

A hearing was scheduled for August 25, 2020 before the undersigned. Plaintiff appeared with its attorney, Carlos W. Gibbons, Jr. Both Defendants were present, but not represented. They requested that the Court continue the matter so they would have the opportunity to obtain an attorney. The Court granted this request and a Form 4 Order to this effect was filed on August 31, 2020.

The case was subsequently scheduled and held before the undersigned on October 4, 2022 in open Court. Due and proper Notice of the date and time of the hearing was provided to the Defendants. At the call of the case, Plaintiff was present with its attorney, Mr. Gibbons. Both Defendants were present, but still not represented. They acknowledged sufficient time to have obtained an attorney, but stated they were financially unable to do so.

Based upon the sworn testimony and other evidence presented, the following findings of fact and conclusions of law are made and entered:

JURISDICTION AND VENUE

The Court has both personal and subject jurisdiction in this matter and venue is proper in Richland County.

BREACH OF CONTRACT CAUSE OF ACTION

Plaintiff and Defendant entered into three (3) written contracts, all dated May 18, 2018, wherein and whereby Plaintiff agreed to provide siding, window, and related services to real property owned by the Defendants located at 10 Ambrose Circle, Columbia, SC 29210. For its services, Plaintiff was to be paid the total sum of \$55,354.00. Plaintiff's witnesses testified that Defendants paid one-half of the full amount of the contract amount, but refused to pay the balance due of \$27,677.00 when the project was complete. Repeated demands for payment were made by Plaintiff, but the amount due remained unpaid and this lawsuit for collection ensued.

As stated, Plaintiff's counsel served written discovery upon the Defendants, to which they did not respond. Ordinarily this lack of response would prevent Defendants from presenting witnesses or offering evidence in support of their case. However, the Court allowed Defendants to proffer certain evidence which they contended supported their claims that the work performed by Plaintiff was substandard and incomplete. The Court finds that such evidence, even if allowed, would require expert witness testimony and records custodians to properly introduce it. Without substantiation, the Court must decline to consider what was proffered by Defendants in legally determining this matter. The Court finds that Defendants have breached the contracts with Plaintiff by not paying the balance due and owing.

The written contracts between the parties provide for the addition of attorney's fees and costs in case of default, and Plaintiff requests fees and costs in the amount of \$3,800.00. The Court finds this amount to be reasonable and justified under the facts of this case.

Accordingly, the Court finds that the Defendants have breached the contracts with Plaintiff and it has been monetarily damaged. Plaintiff testified that the balance due remains the sum of \$27,677.00. Plaintiff's Complaint requested pre-judgment interest from October 29, 2018 until the date of the Order forthcoming from this case. Based upon the interest rates as established annually by the S.C. Supreme Court, these amounts are calculated to be as follows: 2018, 64 days at 8.5%

= \$412.50; 2019, 365 days at 9.50% = \$2,629.31; 2020, 365 days at 8.75% = \$2,421.73, 2021, 365 days at 7.25% = \$2,006.58; and 2022, 303 days at 7.25% = \$1,665.73. Accordingly, the total amount to be added for pre-judgment interest is the sum of \$9,135.85.

DECISION OF THE COURT

The Court concludes as a matter of law that the parties entered into valid, legally binding contracts supported by adequate consideration. Plaintiff has proved by a preponderance of the evidence that Defendants breached the contracts by failing to pay the balance due of \$27,677.00. Plaintiff was further damaged by incurring attorney's fees and costs in the amount of \$3,800.00. As noted, the amount of the debt was liquidated, so it is appropriate to add pre-judgment interest in the amount of \$9,135.85.

Accordingly, the Court finds and concludes that Plaintiff is entitled to a monetary judgment against Defendants in the total sum of \$40,612.85. This Order shall be served upon Defendants by regular mail at their address of 10 Ambrose Circle, Columbia, SC 29210. Plaintiff's counsel shall file his Certificate of Mailing with the Court confirming service of this Order.

AND IT IS SO ORDERED.

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The Honorable L. Casey Manning  
Judge, Fifth Judicial Circuit

Columbia, South Carolina

\_\_\_\_\_ day of November, 2022.



Richland Common Pleas

**Case Caption:** Champion Window Company Of Columbia Llc vs Keith B Evans ,  
defendant, et al  
**Case Number:** 2019CP4006996  
**Type:** Order/Other

So Ordered

s/L. Casey Manning, 2061