

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS

**RECEIVED**

**Mar 27 2023**

**SC Court of Appeals**

Southern Wholesale, Inc. )  
 )  
Plaintiff, )  
Vs. )  
 )  
Chad Kerr and Jonathan Bryant, )  
 )  
Defendants. )

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Jonathan Bryant, )  
 )  
Plaintiff, )  
 )  
VS. )  
 )  
Southern Wholesale, Inc. and Kevin )  
Fountain, )  
 )  
Defendants. )

C.A. No. 2012-CP-42-4733  
(Consolidated)

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Jonathan Bryant, )  
 )  
Plaintiff, )  
 )  
VS. )  
 )  
Kevin Fountain and Specialty Equipment )  
Leasing, Inc., )  
 )  
Defendants. )

C.A. No. 2012-CP-42-4915  
(Consolidated)  
**ORDER**

CLERK OF COURT  
SPARTANBURG COUNTY  
2015 OCT -9 AM 9:11  
M. HOPE BLACKLEY

This matter was before me July 7, 2015 on Kevin Fountain, Southern Wholesale, Inc., and Specialty Equipment Leasing, Inc.'s Motion to Remove and Replace Arbitrator filed April 2, 2015.

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At the call of the case, counsel for moving parties Donald C. Coggins, Jr., Esquire was present with Anna Fountain. Jonathan Bryant was also present with his attorney, Scott F. Talley, Esquire.

After extensive litigation, the parties to this matter entered a Binding Settlement Agreement at mediation held on March 17, 2014. This Agreement was attached to the Motion as Exhibit A. After the Binding Settlement Agreement was signed at mediation, Jonathan Bryant did not sign the formal Settlement Agreement and Mutual Release. On April 25, 2014, the moving parties on the Motion before the Court today filed a Motion to Compel Settlement. An Order Directing Consummation of Settlement Agreement was filed on June 18, 2014 and Bryant subsequently signed the Settlement Agreement and Mutual Release. The Motion before the Court this date deals with the process set forth in Section 4, Agreement, of the Settlement Agreement and Mutual Release, specifically Section 4(d), 4(e), 4(i) and 4(j).

The Motion before the Court sets out detailed allegations by the moving parties regarding the conduct of the arbitrator, Ray Brandt, pursuant to the Settlement Agreement and Mutual Release. Both attorneys agree that their clients have paid Mr. Brandt \$20,000 to conduct his work to resolve the remaining disputes between the parties post-mediation. The Court was presented with letters sent to the parties by Mr. Brandt dated September 3, 2014, regarding his initial meeting with Kevin Fountain and requests for documentation from Jonathan Bryant (Exhibit D to the Motion). Further communication dated October 28, 2014 was attached to the Motion as Exhibits E and F. A draft report dated December 16, 2014 purporting to be sent to all parties was included as Exhibit H. It appears to the Court that there were certain letters/e-mails sent to one party or the other by Mr. Brandt during his work.

Counsel for Jonathan Bryant argued that it appears that the movants have “buyers remorse” in essence based on the draft report submitted to the movants only by Mr. Brandt and thus they

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HOPE BLVD  
CLARK COUNTY  
SPRINGFIELD

filed this Motion. Counsel for Bryant further argued that the movants sought a Court Order to enforce the terms of the Settlement Agreement and Mutual Release that they now ask this Court to undo. A sworn statement from Mr. Brandt dated June 9, 2015 was submitted by counsel for Bryant at the hearing; movant's counsel objected to the statement being considered by the Court.

After consideration of the arguments of counsel, the Motion itself, and the matters raised therein by movants together with its Exhibits and the Order filed in this matter June 18, 2014, I find that there are no substantive allegations of misconduct or failure to follow authority granted to Mr. Brandt in the Settlement Agreement and Mutual Release sufficient to justify his removal. His appointment was agreed upon and consented to by both sides to this dispute.

THEREFORE, it is hereby ordered as follows:

1. The Motion to Remove and Replace Arbitrator filed April 2, 2015 is denied; however
2. Mr. Brandt is hereby ordered to provide all parties/their counsel copies of any further communications/correspondence from him concerning this matter and his work pursuant to the Settlement Agreement and Mutual Release. Any verbal communications/telephone communications should include either both parties or both counsel in this matter yet such verbal communication is discouraged by the Court; and
3. All other provisions of the Settlement Agreement and Mutual Release shall remain in force.

IT IS SO ORDERED THIS 9th DAY OF OCTOBER, 2015.

  
Roger Couch, Circuit Court Judge

Spartanburg, SC

CLERK OF COURT  
SPARTANBURG COUNTY  
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M. HOPE BLACKLEY