

EXHIBIT A

RECEIVED

Nov 07 2023

SC Court of Appeals

RECEIVED

Nov 07 2023

SC Court of Appeals

FORM 4

JUDGMENT IN A CIVIL CASE

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

CASE NO. 2022 CP-42-03123

MECO, Inc. of Augusta,

Alex SAYED a/k/a Arshad M. SAYED
a/k/a Arshed SAYED, NEPA
VENTURES, LLC, and NEPA TRADING
AND INVESTMENTS, LLC.,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: the COURT

Attorney for : Plaintiff
 Defendant
or
 Self-Represented Litigant

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. See Page 2 for additional information.
- ACTION DISMISSED** (CHECK REASON): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); **Rule 56, SCRPC.**
- 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 formal order to follow Statement of Judgment by the Court:

This matter is before the Court on motion of the defendant seeking a grant of summary judgment pursuant to Rule 56, SCRPC.

ELECTRONICALLY FILED - 2023 Nov 02 12:29 PM - SPARTANBURG - COMMON PLEAS - CASE#2022CP4203123

Salient Facts

This is a civil action seeking damages for breach of contract. Pursuant to the contract the plaintiff performed services in the remodel of a truck stop. The work was completed on 02/13/2019. The last payment made to the plaintiff was on 02/15/2019. The plaintiff provided the defendant with what it asserts was outstanding invoices that had gone unpaid. The plaintiff provided a final invoice demanding payment of past due amounts to be paid not later than 08/08/2019 or a collection action would be commenced. The amount alleged to be due was not paid and the plaintiff commenced the present action on 08/23/2022.

Applicable Law

Rule 56, SCRCP, provides that:

“(a) A party seeking to recover upon a claim ... or to obtain a declaratory judgment may, at any time after the expiration of 30 days from the commencement of the action or after service of a motion for summary judgment by the adverse party, move with or without supporting affidavits for summary judgment in his favor upon all or any part thereof.”

“(b) A party against whom a claim ... is asserted or declaratory judgment is sought may, at any time, move with or without supporting affidavits for a summary judgment in his favor as to all or any part thereof.”

“(c) “The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show there is genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.”

Summary judgment is appropriate when it is clear there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Kitchen Planners v. Friedman, S. Ct. Op. #2020-001669 filed 08/23/2023. Summary judgment must not be granted until the opposing party has had a full and fair opportunity to complete discovery. Baird v. Charleston County, 333 S.C. 519, (1999). “In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence [and ambiguities] in the light most favorable to the non-moving party.” Madison v. Babcock, 371 S.C. 123 (2006). In considering whether to grant summary judgment the Court must give every benefit of doubt to the non-moving party. Watters v. Terminix Service, Inc., 376 SC 632 (Ct.App. 2008). The Court must construe all ambiguities, conclusions, and inferences arising from the evidence against the moving party. Nolte v. Gibbs International, Inc., 335 SC 72 (Ct.App. 1999). It must be evident to the court that “further inquiry into the facts of the case is not desirable [or necessary] to clarify the application of the law.” “Even if the material evidentiary facts are not in dispute, summary judgment should not be granted if there is a genuine dispute as to the conclusion to be drawn from those undisputed facts. Baugus v. Wessinger, 3-3 S.C. 412 (1991). “However, it is not sufficient for a party to create an inference that is not reasonable or an issue of fact that is not genuine” in opposing a motion for summary judgment. Town of

Hollywood v. Floyd, 403 S.C. 466 (2013). When the plain, palpable, and indisputable facts establish but one reasonable interpretation, upon which reasonable minds cannot differ, and that interpretation would entitle the moving party to judgment as a matter of law, summary judgment may be granted. Singleton v. Sherer, 377 S.C. 185 (Ct. App. 2008); Brooks v. Northwood Little League, 327 S.C. 400 (Ct. App. 1997).

The period for the commencement of a civil action other than for the recovery of real property based upon a contract for the rendering of services is three years. S. C. Code Ann. Section 15-3-530(1). An action for damages resulting from a breach of contract generally accrues at the time that the contract is breached or on the date the aggrieved party either discovered the breach, or could or should have discovered the breach through the exercise of reasonable diligence. Summary judgment is appropriate when a plaintiff does not commence an action within the applicable statute of limitations. Kagan v. Simchon, 429 S.C. 516 (App. 2020).

Discussion

The plaintiff in this action became aware not later than 08/08/2019 that the defendants had breached a contract entered between the parties by the failure to pay sums owed under the contract. The statute of limitations on a contract action is three years. This action was commenced after the passage of three years from the breach and the plaintiff's knowledge of it.

Conclusion

Based upon a consideration of the record, memoranda submitted, the applicable rules and statutory and case law, this Court finds that the defendant's **MOTION** for **SUMMARY JUDGMENT** should be and **IS** therefore **GRANTED**.

Counsel for the defendants is requested to prepare and submit a proposed formal order for the Court's consideration.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$

		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

<i>J. Derham Cole</i>	2053	11/02/2023
J. DERHAM COLE, Circuit Court Judge	Judge Code	Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of NOV, 2023 and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of NOV, 2023 to attorneys of record or to parties (when appearing pro se) as follows:

LOGAN A. BROWN, Esq. _____

ATTORNEY(S) FOR PLAINTIFF(S)

ADAM C. BACH, Esq. _____

ATTORNEY(S) FOR DEFENDANT(S)

AMY W. COX, CLERK OF COURT

Court Reporter: Webex

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Spartanburg Common Pleas

Case Caption: Meco, Inc. Of Augusta VS Alex Sayed , defendant, et al

Case Number: 2022CP4203123

Type: Order/Form 4

IT IS SO ORDERED!

s/J. Derham Cole 2053