

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Best Choice Roofing & Home
Improvement, Inc.,

Plaintiff,

v. **RECEIVED**

Dec 21 2023

Tyler Woods,

SC Court of Appeals
Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**ORDER GRANTING SUMMARY
JUDGMENT AGAINST PLAINTIFF AS
TO THE COUNTERCLAIMS**

This matter came before the Court on one motion: (1) the motion of Defendant Tyler Woods (Defendant) for entry of summary judgment and damages pursuant to Rule 56(a)-(b), SCRCP, against Plaintiff Best Choice Roofing & Home Improvement, Inc. (Plaintiff). A hearing was held on April 4, 2022. Present was defense counsel Nekki Shutt, Esq. and Sarah J.M. Cox, Esq. and Plaintiff's counsel Townes Johnson, Esq.

Having fully considered all admitted evidence, memoranda of law, as well as oral and written argument presented to the Court, Defendant's motion for summary judgment as to the counterclaims is granted.

Based upon the pleadings and evidence, I find as follows:

1. Defendant did not work within 100 miles of the location where he worked for Plaintiff when Plaintiff sent a cease-and-desist letter to Defendant's South Carolina employer or when Plaintiffs filed its Complaint against Defendant.
2. Defendant, accordingly, did not breach the non-competition provision, Section 9, of said employment agreement with Plaintiff.

3. Yet, Plaintiff sent a cease-and-desist letter on November 30, 2017, to Defendant's South Carolina employer, Premier Roofing, on the unfounded grounds that Defendant violated his employment agreement with Plaintiff.
4. Plaintiff's claim that Defendant breached the non-competition provision of the employment agreement was not grounded in fact or law.
5. There is overwhelming, uncontested evidence that Defendant did not breach the non-competition provision of his employment contract with Plaintiff.
6. Defendant is entitled to summary judgment under Rule 56, SCRPC as to the Counterclaims as there is not even a scintilla of evidence in favor of Plaintiff.

Based upon the foregoing and for good cause shown,

IT IS ORDERED that the Clerk of Court shall enter Summary Judgment in favor of Defendant against Plaintiff as to the Counterclaims.

IT IS SO ORDERED.

The Honorable L. Casey Manning
Presiding Judge
Fifth Judicial Circuit

_____, 2022

_____, South Carolina



Richland Common Pleas

Case Caption: Best Choice Roofing & Home Improvement Inc vs Tyler Woods

Case Number: 2018CP4001318

Type: Order/Summary Judgment

So Ordered

s/L. Casey Manning, 2061