



legal fees to collect any unpaid balances.” (Compl. ¶ 11). The Contract provides that if Ridgeland Nursing Center terminated the Contract prior to the agreement term, Ridgeland Nursing Center agreed to pay Lowcountry Medical Linens at a depreciated rate of 50% of the rental rate times the number of weeks left in the agreement. (Compl. ¶ 12). The Contract inures to the benefit of any successors or assigns. (Compl. ¶ 13).

Starting on the Contract term of April 1, 2020, Lowcountry Medical Linens provided services and linens to Ridgeland Nursing Center. (Compl. ¶ 14). Lowcountry Medical Linens made deliveries, and invoices were paid by Ridgeland Nursing Center. (Compl. ¶ 15). Between February 28, 2022 and June 22, 2022, Lowcountry Medical Linens provided invoices for services provided to Ridgeland Nursing Center for rented medical linen supplies totaling \$20,311.36:

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Amount</u>
1287515	02/28/2022	\$336.90
1287628	03/02/2022	\$574.39
1287783	03/04/2022	\$433.61
1287838	03/07/2022	\$335.15
1287966	03/09/2022	\$329.58
1288122	03/11/2022	\$462.60
1288182	03/14/2022	\$343.71
1288300	03/16/2022	\$337.27
1288461	03/18/2022	\$476.48
1288515	03/21/2022	\$343.54
1288643	03/23/2022	\$363.63
1288797	03/25/2022	\$474.18
1288853	03/28/2022	\$339.34
1288972	03/30/2022	\$388.36
1289130	04/01/2022	\$477.93
1289187	04/04/2022	\$505.70
1289321	04/06/2022	\$337.27
1289471	04/06/2022	\$509.13

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1289529	04/11/2022	\$337.99
1289645	04/13/2022	\$337.27
1289799	04/15/2022	\$455.37
1289864	04/18/2022	\$350.57
1290015	04/20/2022	\$337.27
1290163	04/22/2022	\$480.31
1290218	04/25/2022	\$346.25
1290333	04/27/2022	\$337.27
1290486	04/29/2022	\$516.09
1290538	05/02/2022	\$352.54
1290666	05/04/2022	\$527.93
1290841	05/06/2022	\$455.37
1290897	05/09/2022	\$309.40
1291043	05/11/2022	\$375.53
1291166	05/13/2022	\$484.48
1291221	05/16/2022	\$308.49
1291346	05/18/2022	\$364.57
1291491	05/20/2022	\$457.55
1291546	05/23/2022	\$314.08
1291691	05/25/2022	\$346.21
1291836	05/27/2022	\$478.77
1291862	05/30/2022	\$380.98
1291988	06/01/2022	\$370.40
1292137	06/03/2022	\$723.07
1292193	06/06/2022	\$324.37
1292312	06/08/2022	\$342.43
1292464	06/10/2022	\$479.89
1292513	06/13/2022	\$405.94
1292642	06/15/2022	\$389.93
1292791	06/17/2022	\$548.61
1292846	06/20/2022	\$348.80
1292964	06/22/2022	\$354.86

**Total:                   \$20,311.36**

(Compl. ¶ 16). Despite receiving the services and linens provided by Lowcountry Medical Linens, Defendants have refused to pay the invoices, thereby breaching the Contract. (Compl. ¶ 17).

On January 5, 2023, Lowcountry Medical Linens filed suit against Defendants. (Compl.). On January 6, 2023, the Summons and Complaint were properly served on Defendant SC OPCO, LLC, through its Registered Agent at 2 Office Park Ct., Suite, 103, Columbia, South Carolina (SC OPCO Aff. of Svc.). SC OPCO failed to answer or appear and is in default. (Entry of Default).

On January 11, 2023, the Summons and Complaint were properly served on Defendant Ridgeland NC, LLC through Janelle Green, Administrator, at the Ridgeland Nursing Center, 1516 Grays Highway, Ridgeland, South Carolina. (Ridgeland NC Aff. of Svc.). Ridgeland NC, LLC failed to answer or appear and is in default. (Entry of Default). After SC OPCO, LLC and Ridgeland NC, LLC failed to timely answer or otherwise respond, the Court entered default against both defendants on March 1, 2023. (Entries of Default).

Neither Defendant appeared nor filed an answer or other responsive pleading in this action in accordance with Rule 12, SCRCF. On February 18, 2023, this matter was referred to the undersigned pursuant to Rule 53, SCRCF, "for all purposes including but not limited to taking testimony and determining the amount of damages on all causes of action contained in Plaintiff's Complaint. . . ." (Order of Reference).

On March 30, 2023, Lowcountry Medical Linens sent Ridgeland NC, LLC and SC OPCO, LLC, a Notice of Damages Hearing by first class mail in compliance with Rule 55, SCRCF. (Ex. 1).

#### **CONCLUSIONS OF LAW**

"It is well settled that by suffering a default, the defaulting party is deemed to have admitted the truth of the plaintiff's allegations and to have conceded liability." *Roche v. Young Bros.*, 332 S.C. 75, 81, 504 S.E.2d 311, 314 (1998). Defendants are deemed to have admitted the truth of Plaintiff's allegations and to have conceded liability for its damages.

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Both Defendants were properly served in accordance with Rule 4, SCRCF, and received proper notice of the hearing pursuant to Rule 55, SCRCF. However, despite receiving proper notice of the damages hearing, neither Defendant appeared at the hearing. At the hearing, Plaintiff presented numerous exhibits and I heard testimony from Perry Bullard.

The Court holds that Lowcountry Medical Linens and Defendants entered into valid, binding contract on March 3, 2020 for various rental items. The Contract is binding upon any successor or assign that operates the Ridgeland Nursing Center during its duration. The sixty-month contract started on April 1, 2020, and was to expire on March 31, 2025. The parties initially performed their respective obligations under the Contract with Lowcountry Medical Linens providing rental items and Ridgeland Nursing Center paying invoices for those items. Ridgeland Nursing Center agreed that "[a]ny invoice in the over 30 day status will be subject to a 1.5% late charge (18% per annum)" and that it would "be responsible for all legal fees to collect any unpaid balances." The Contract further provides that, if Ridgeland Nursing Center terminated the Contract prior to expiration of the 5-year term, it would pay Lowcountry Medical Linens at a depreciated rate of 50% of the rental rate times the number of weeks left in the agreement.

"The elements for breach of contract are the existence of the contract, its breach, and the damages caused by such breach." *Branche Builders, Inc. v. Coggins*, 386 S.C. 43, 48, 686 S.E.2d 200, 202 (Ct. App. 2009). Defendants, Ridgeland NC, LLC and SC OPCO, LLC, breached the Contract by refusing to pay invoices for rental items Defendants received that were provided by Plaintiff. Defendants are liable to Plaintiff for the unpaid invoices provided by Lowcountry Medical Linens from February 28, 2022 and June 22, 2022 that totals \$20,311.36. Defendants are also liable to Plaintiff for the June 27, 2022 invoice totaling \$1,243.83, which is for product provided to Ridgeland Nursing Center that was not returned to Plaintiff.

Defendants are also liable to Plaintiff for the 1.5% late charge (18% per annum) and the depreciated rate for early termination, both terms in the Contract. As of March 31, 2023, the 1.5%

late charge totals \$3,349.30. (Ex. 2). Exhibit 3 contained a summary provided by Mr. Bullard for the early termination total. Defendants are liable to Plaintiff for 50% of the early termination weekly amount (\$623.13) times the number of weeks (145 weeks) left in the agreement, which equals \$90,353.85.


Ridgeland Nursing Center also agreed in the Contract to be responsible for all legal fees to collect any unpaid balances. Plaintiff hired counsel to represent it on a 33 1/3% contingent fee arrangement, which totals \$38,419.45. The case costs Plaintiff incurred bringing this action total \$500.54. (Ex. 4).

**CONCLUSION**

I find Plaintiff is entitled to a total judgment for actual damages against SC OPCO, LLC and Ridgeland NC, LLC for the breach of contract action in the amount of one hundred fifty-four thousand one hundred seventy-eight dollars and 33/100 (\$154,178.33). Even though punitive damages were sought in the Complaint, the Court does not award anything for punitive damages.

**AND IT IS SO ORDERED.**

May 12, 2023  
Ridgeland, South Carolina

  
C. Stephen Benney  
Special Referee

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Bullard & Son, Inc. d/b/a Lowcountry Medical Linens,  
 PLAINTIFF(S)

Ridgeland Nursing Center, Inc., Ridgeland NC,  
 LLC, and SC OPCO, LLC,  
 DEFENDANT(S)

Submitted by: William F. Barnes, III

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);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- 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 attached order (formal order to follow)  Statement of Judgment by the Court:

**ORDER INFORMATION**

This order  ends  does not end the case.  
 Additional Information for the Clerk :

FILED  
 JASPER COUNTY  
 CLERK OF COURT  
 2023 MAY 12 P 2:15

**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)
Bullard & Son, Inc. d/b/a Lowcountry Medical Linens	SC OPCO, LLC & Ridgeland NC, LLC	\$154,178.33
		\$
		\$

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.

Circuit Court Judge

*C. Stephen Bennett*  
 Special Referee

Judge Entry

SC BAR 64087

Date

5-12-2023

