

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

Columbia Construction Services, LLC a/k/a
Commercial Construction Services,

Plaintiff,

vs.

GMK Associates Design-Build Division, Inc.,
and Town of Andrews,
Defendants.

IN THE CIRCUIT COURT FOR THE
FIFTEENTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2022-CP-22-00633

ORDER

RECEIVED

Aug 16 2024

SC Court of Appeals

INTRODUCTION

This matter came before the Court on May 20, 2024, for a non-jury trial. The matter was referred to the undersigned by Order filed March 6, 2024, to act as a Special Referee. The Order authorized the court to enter a final judgment in the case and to hear any issues before and after judgment.

The case arises from a construction project owner's alleged failure to pay a design-build contractor and the contractor's resulting failure to pay a subcontractor. Appearing for Plaintiff Columbia Construction Services, LLC a/k/a Commercial Construction Services ("CCS") was Charles H. McDonald of Belser Law Firm, PA; appearing for Defendant Town of Andrews ("Town") was Eleazer R. Carter; and appearing for Defendant GMK Associates Design-Build Division, Inc. ("GMK") was R. Bryan Barnes of Rogers Townsend, LLC.

The case involves two parts. The first is a claim by CCS for payment due under a subcontract with GMK and a cause of action against the Town of Andrews ("Town") for failure to require a payment bond for the construction project. The first part has been disposed of by an

#2
MR

order dated June 25, 2024. The second part of the case was a cross claim by GMK against the Town for damages. This order addresses only the second part of the case and ends the case.

After reviewing the pleadings and pre-trial briefs, hearing testimony, admitting certain exhibits into evidence, and pursuant to South Carolina Rule of Civil Procedure 52(a), the Court makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. On March 20, 2020, the Town of Andrews (“Town”) entered into a contract with GMK to design and build a municipal building for approximately \$5,700,000. GMK Ex. 1.

2. On March 20, 2021, GMK entered into a subcontract with CCS for \$449,780. GMK Ex. 2. GMK also entered into subcontracts with at least fourteen other subcontractors.

3. Generally, the work proceeded as expected. Payments were regularly made by the Town to GMK and GMK to its subcontractors until October 19, 2021, when the Town made what turned out to be its last regular monthly payment to GMK. The Town did not pay GMK again until August 26, 2022. GMK Ex. 7.

4. Witnesses for the Town testified that the Town was depending on Georgetown County to fund the construction project. They stated that Georgetown County stopped paying the Town after sending \$3,000,000, which was paid to GMK for the work on the project. The Town subsequently found \$150,000 from another source, which it paid to GMK.

5. After waiting three months for payment and staying in touch with the Town, which was optimistic about receiving more funds from Georgetown County, GMK sent a Notice to Stop Work to the Town on January 26, 2022 saying construction work was going to stop due to the Town’s non-payment. GMK Ex. 3.

#3
MK

6. On February 4, 2022, GMK notified all subcontractors that the Town was unable to acquire funding for the project and that all subcontractors should demobilize by February 11, 2022.

7. On February 11, 2022, GMK demobilized from the project.

8. Between February and July of 2022, GMK remained hopeful that the Town would figure out alternative funding so that work on the project could resume. GMK regularly corresponded with the Town and the subcontractors and kept them informed on the Town's efforts both to pay its current debts and to restart the project.

9. On July 5, 2022, counsel for CCS notified GMK that CCS was terminating its subcontract with GMK under Article 5.2.6 of the subcontract with an effective date of July 12, 2022. CCS Ex. 11.

10. On August 2, 2022, CCS served GMK with the instant suit.

11. On August 26, 2022, the Town paid another \$500,000 to GMK, and GMK prorated the money among the fourteen unpaid subcontractors.

12. On February 1, 2023, the Town paid \$419,000 to GMK, which was the last payment the Town made to GMK. GMK Ex. 7. GMK used the money to pay twelve subcontractors in full. CCS and Cayce Company ("Cayce") were not paid any part of the \$419,000 disbursement.

13. The Town did not promise more money under the contract, and it did not send any more funds. By February 1, 2023, the project had been idle since February 11, 2022, and there was no prospect of the work resuming.

14. The Town made no claim that GMK had failed to perform under the contract. Witness testimony reflected that the Town stopped paying GMK because Georgetown County stopped funding the project.

3
#TR

15. The form contract between the Town and GMK originally contemplated either a termination for cause (§12.1.2) or a termination for convenience (§12.1.4). *See* GMK Ex. 1. However, the form was modified to delete the termination for cause provision. Only the termination for convenience provision remains in the contract.

16. By February 11, 2022, twelve subcontractors had suspended their work but had not terminated their contracts with GMK. Of the twelve, three filed suits against GMK to collect the balance of what was owed. *See* GMK Ex. 12—14.

17. The \$919,000 paid by the Town to GMK (\$500,000 in August 2022; \$419,000 in February 2023) was entirely used to pay the fourteen subcontractors, including CCS and Cayce Construction Company (“Cayce”). The money resolved the claims of twelve subcontractors and partially paid CCS and Cayce. GMK Ex. 6.

18. GMK’s counsel handled the negotiations, obtained receipts when partial payments were made, and obtained releases or dismissals when payment was made in full to the twelve subcontractors.

19. After CCS and Cayce had been paid a prorated sum from the \$500,000 on August 26, 2022, GMK began investigating the respective amounts of work they had performed, since they had terminated their contracts and were never coming back to finish the work.

20. The resolution of the CCS and Cayce claims took more effort and expense by GMK. During the course of the litigation, GMK paid CCS \$90,776 and \$24,686.12. CCS contended it was owed almost \$100,000 more, plus prejudgment interest, and pursued its claim through trial. As detailed in the June 25, 2024 Order mentioned above, the Court determined GMK did not owe CCS any additional funds under the contract.

#4
JMR

21. Cayce also sued GMK and pressed its case through discovery and into mediation. GMK testified that at mediation, it became convinced that Cayce produced evidence of having completed \$45,000 more work than GMK had recognized when it stopped paying Cayce.

22. GMK settled Cayce's claims against it by paying Cayce \$45,000. The Town acknowledged and agreed to this settlement. See signed settlement agreement. GMK Ex. 8. Under the agreement, the \$45,000 was entirely funded by GMK.

23. After the October 19, 2021 invoice, GMK submitted two invoices to the Town. The first, Pay Application 22 (GMK Ex. 37), was partially paid as a result of the \$919,000 paid by the Town (GMK Ex. 7). The second invoice, Pay Application 23 (GMK Ex. 10), was never paid. See GMK Ex. 7. The Town did not dispute the amounts in the invoices, although it claimed not to have received them. If it had received the invoices, it would have been unable to pay them as it had exhausted its funds for this project.

24. Pay Application 22 (GMK Ex. 37) was sent by email to the Mayor and Town Administrator, just like all the other invoices were sent. As to Pay Application 23 (GMK Ex. 10), GMK's Tom Monahan testified it was sent to the Town by regular mail.

25. The unpaid balance of all GMK's invoices is \$73,201.77.

26. As noted above, the contract contains a termination for convenience clause (See §12.1.4)

27. If the contract is terminated for convenience by the owner, the contract allows the contractor to recover its profit on the unexecuted portion of the work. See GMK Ex. 1, at § 12.1.4.3.

28. Pay Application 23 (GMK Ex. 10) reflects that the work on the project was 66% complete as of October 19, 2021.

#5
THP

29. GMK testified as to the profits it planned to make on the \$5,732,345 contract, the profits it had already been paid, and the amounts that remained unpaid. GMK's Ex. 35 provides detail about the anticipated profits and unpaid profits, including profits on unexecuted work. The total unpaid profits are \$215,380. See Ex. GMK 35. The Town made no effort to challenge or contradict this amount.

30. As noted above, GMK paid CCS \$24,686.12 and Cayce \$45,000 for work they had performed on the project. These amounts were disbursed to Cayce on November 30, 2023, and to CCS on February 19, 2024. These amounts were paid well after the Town made its last payment of \$419,000 on February 1, 2023. Thus, GMK was not reimbursed by the Town for the payments GMK made to CCS and Cayce.

31. As detailed in GMK's Ex. 15, GMK testified it spent \$17,847.50 in attorney's fees administering and resolving claims by the twelve subcontractors, three of whom brought suit. See GMK's Ex. 12-14, which are the Complaints filed by subcontractors Spann Roofing, Moody's Mechanical and Manganaro.

32. As detailed in GMK's Ex. 16, GMK testified it spent \$21,549.75 in attorney's fees defending the suit brought by Cayce, which settled in mediation.

33. As detailed in GMK's Ex. 34, GMK testified it spent \$81,506.00 in attorney's fees up through April 30, 2024 defending the action brought by CCS, where CCS sought \$127,741.33 in for the allegedly unpaid contract balance and prejudgment interest.¹

34. In GMK's counsel's affidavit in support of GMK's claim for attorney's fees on the prevailing party issue, GMK provided unredacted evidence that it spent over \$40,000 on the CCS

#6
THK

¹ This amount was detailed to the court by email dated May 21, 2024 from CCS's counsel.

aspect of the case from May 1, 2024 through May 20, 2024 (the first day of trial). GMK does not claim that amount here.

35. Exhibits 15, 16 and 34 were admitted into evidence without objection from any party.

36. In summary, as shown in GMK's Ex. 36, GMK presented evidence of damages as follows:

Amount	Description
\$73,201.77	Unpaid invoices 22 and 23
\$215,380.00	Unpaid project profit
\$24,686.12	Work completed by CCS and paid by GMK
\$45,000.00	Work completed by Cayce and paid by GMK
\$17,847.50	Attorney's fees spent resolving claims by the 12 subs (GMK Ex 15)
\$21,549.75	Attorney's fees spent defending and resolving Cayce's claim (GMK Ex. 16)
\$81,506.00	Attorney's fees spent defending claims by CCS (GMK Ex. 34)
\$479,171.14	TOTAL²

37. Any of the conclusions of law set forth below, or any portion thereof, which may be considered findings of fact, are incorporated herein as findings of fact (and vice versa).

CONCLUSIONS OF LAW

1. All parties are properly before this Court. This Court has personal and subject matter jurisdiction over the named parties in this case.

2. This Court is empowered to hear the above-captioned matter and enter final judgment by the Order filed on March 6, 2024.

3. GMK's answer and cross-claim pled breach of contract against the Town of Andrews. At the close of all the evidence, GMK moved under South Carolina Rule of Civil Procedure 15(b) to have the pleadings conformed to the evidence by adding an equitable indemnity

² GMK also seeks prejudgment interest.

cause of action against the Town. At the time the motion was made, the Town did not take a position and did not seek a continuance to prepare a response. In the five weeks since the trial ended, the Town has not registered any objection. South Carolina Rule of Civil Procedure 15(b) allows such a motion to be granted at any time, even after judgment. Having considered the issues tried before the Court and the lack of objection to the motion, the motion to conform the pleadings to the evidence by adding an equitable indemnity claim is GRANTED.

4. The Court finds it is undisputed that the Town had an enforceable contract with GMK, the contract contemplated payment to GMK for \$5,732,345, and the Town stopped paying GMK after paying \$3,150,000.

5. The project was at a standstill as of February 11, 2022, and has not progressed since that date.

6. The current situation could be viewed in one of two ways. It could be effectively a termination for convenience (as contemplated by the contract at §12.1.4), or it could be viewed as a breach of contract for failure to pay.

7. The Town's perspective as reflected by the testimony of its two witnesses, the Mayor and Town Administrator, seemed to align more with a termination for convenience, in that the Town expects to restart the project when funding is available and wants GMK to resume serving as the Design-Builder. Furthermore, GMK testified it never formally terminated the contract but rather it was effectively ended. GMK testified that before it would restart its work a new contract would have to be negotiated.

8. Alternatively, the Town failed to perform by failing to pay GMK the remaining \$2,550,000, which amounted to a breach of contract.

#8
TAR

9. The elements of a breach of contract action are: (1) a binding contract entered into by the parties; (2) breach or unjustifiable failure to perform the contract; and (3) damage suffered by the plaintiff as a direct and proximate result of the breach. *Fuller v. E. Fire & Cas. Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962). Each of the elements is satisfied here.

10. Furthermore, to the extent this case is viewed as a breach of contract, the Town did not offer evidence of any cognizable defense.

11. The fact that Georgetown County is claimed to have been responsible for funding the project is not a defense. It may be an explanation as to why the end of the contract should be considered a termination for convenience, but it is not a defense to breach of contract.

12. Similarly, the Town's claim that GMK told the Town that GMK owed a certain amount to its subcontractors is not a defense. The contract between the Town and GMK contemplated that the Town would either pay to build the building for the contract amount or terminate the contract for convenience. This aligns more with a view that the Town was terminating the contract for convenience.

13. Whether the ending of the contract is characterized as a breach of contract or a termination for convenience, GMK presented clear, uncontradicted evidence of damages contemplated by common law breach of contract and by § 12.1.4.3 of the contract.

14. GMK's damages fall into four categories: (1) unpaid GMK invoices; (2) lost profit; (3) work by CCS and Cayce for which the Town did not reimburse GMK and for which GMK seeks indemnity; and (4) attorney's fees spent defending GMK from claims by unpaid subcontractors.

15. The GMK/Town contract at § 12.1.4.3 provides:

"In case of such termination for the owner's convenience the Design-Builder shall be entitled to receive payment for work executed, and costs incurred by

#9
TAR

reason of such termination, along with reasonable overhead and profit on the Work not executed.”

16. The Court finds that the lost profit on the unexecuted part of the work is expressly contemplated by § 12.1.4.3 of the contract and is compensable in the amount presented by GMK.

17. The Court finds that the work completed by CCS and Cayce and paid for by GMK was for the benefit of the Town and is properly owed by the Town to GMK under § 12.1.4.3 as “costs incurred by reason of such termination” and under a theory of equitable indemnity, as explained below.

18. As to the attorney’s fees expended by GMK in defending the subcontractors’ claims, equitable indemnity allows a party who has been compelled to pay damages due to the negligence or fault of another to seek reimbursement from the party actually at fault. In the context of construction contracts, South Carolina courts have recognized that a general contractor may seek equitable indemnity from an owner if the general contractor has paid a subcontractor for work completed and the owner has failed to pay the general contractor, provided that the general contractor was not at fault for the non-payment. *Bei-Beach, LLC v. Christman*, 440 SC 98, 889 S.E.2d 601 (Ct. App 2023) *Stoneledge at Lake Keowee Owners Ass’n v. Clear View Construction LLC*, 413 S.C. 615. *See Addy v. Bolton*, 257 S.C. 28, 183 S.E. 2d 108 (1971) (a party compelled to pay damages due to another’s negligence may seek indemnity, provided there is no personal negligence on their part).

19. In the scenario before the Court, the work was performed by Cayce and CCS, there is no evidence it was defective, and the general contractor settled with the subcontractor for the value of the work. The value of the work by Cayce (\$45,000) was determined in an arm’s length negotiation between Cayce and GMK at mediation and paid for by GMK’s own resources with no certainty of recovering it. The Court finds the amount reliable and appropriate.

#10
JH

20. The value of the work by CCS (\$24,686.12) was determined by CCS's own investigation carried out from two perspectives with a great deal of data and effort, as demonstrated in the trial testimony of Kevin Crocker and the supporting exhibits. The amounts paid by GMK to CCS were funded from GMK's own resources with no certainty of recovery. The Court finds the amount reliable and appropriate.

21. Similarly, the attorney's fees spent defending the claims by all fourteen subcontractors are recoverable by GMK against the Town. In the context of equitable indemnity claims, the South Carolina Supreme Court has imposed two requirements on parties seeking equitable indemnification for attorney's fees. *McCoy v. Greenwave Entertainment*, 408 S.C. 355, 759 S.E. 2d 136 (2014). First, the attorney's fees and costs must be the natural and necessary consequence of the defendant's act. *Id.* Second, the existence of some special relationship between the parties must be established. *Toomer v. Norfolk Southern Railway*, 344 S.C. 486, 544 S.E. 2d 634 (Ct. App. 2001).

22. The attorney's fees GMK incurred arose directly from defending against the subcontractors who made claims, sued, and pursued their claims, in some cases through mediation and in CCS's case through trial. The money they all sought was money the Town failed to pay GMK for the work of the subcontractors.

23. The relationship between a general contractor and subcontractor has been found adequate to meet the special relationship element of equitable indemnity. *Rock Hill Tel. Co. v. Globe Communs., Inc.*, 363 S.C. 385, 389 (citing *First Gen. Servs. v. Miller*, 314 S.C. 439, 442, 445 S.E.2d 446, 448 (1994) ("We have held that the relationship between a contractor and a subcontractor supports a claim for equitable indemnification."); *Town of Winnsboro v Wiedaman-Singleton*, 307 S.C. 128, 131, 414 S.E.2d 118, 120 (1992).

#11
TAR

17248019

24. There is no dispute that Cayce, CCS, and the other twelve contractors listed in GMK's Exhibits 5 and 6 were subcontractors to GMK, the general contractor on the Town's project.

ATTORNEY'S FEE AWARD

25. Even where attorney's fees are an element of damages under an equitable indemnity cause of action, they still must be reasonable and justified based on the circumstances of the case. *Spriggs Group v. Slivka*, 402 S.C. 42, 738 S.E. 2d 495 (Ct. App. 2013).

26. "When an award of attorney's fees is requested and authorized by contract or statute, the court should make specific findings of fact on the record for each factor." *Bloomberg v. Neal, Inc.*, 310 S.C. 492, 427 S. E. 2d 659 (1993).

27. Under South Carolina law, when considering the reasonableness of an award of attorney fees, the court should consider the six factors outlined in *Jackson v. Speed*: (1) the nature, extent, and difficulty of the case; (2) the time necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) beneficial results obtained; and (6) customary legal fees for similar services. 326 S. C. 289, 308, 486. S.E. 2d 750, 760 (1997).

28. In considering the six (6) factors outlined above, the Court will address each one briefly. As to Factor 1, the nature, extent, and difficulty of the case: When Mr. Barnes was engaged by GMK in early 2022, the Town was in default on its payment obligations with unknown prospects of finding funding. GMK had outstanding debts to subcontractors in the vicinity of \$1,000,000. Navigating fourteen claims, five of which became suits, and one through trial, required diligence and regular, if not constant, attention to seeing the limited funds stretched such that they fairly but efficiently disposed of so many claims. The claim by CCS required a sophisticated analysis to precisely determine whether any amounts were owed to CCS and, if so, how much.

#12
JMK

The spreadsheets that are GMK's Exhibits 24 and 27 show the conceptual difficulty and detail that was required. Although the case that went to trial appeared to be a collection action, proving the core issue of whether anything was owed to CCS required a great deal of effort and was presented in a straightforward way, which CCS was unable to contradict.

29. Factor 2, concerning the time necessarily devoted to the case: The billing records of GMK's counsel show that where the claims were able to be resolved with minimal effort, such as with the 12 subcontractors who settled without much fight, not much time was spent; counsel billed less than \$1,500 for each of the twelve claims, even though three were in litigation. In the case of *Cayce v. GMK and Town*, where the matter was more complicated but resolved short of trial, more time was used, but the case was resolved. In the case of *CCS v. GMK & Town*, the discovery phase was much more extensive. CCS's document requests resulted in GMK obtaining thousands of pages of documents that were reviewed for relevance and privilege, and 13,183 pages were produced. Depositions were taken, mediation was attempted and failed, and the amount in controversy according to the complaint was well over \$200,000, although after trial it became \$127,741.33.³ A significant amount of effort was expended to a good result, in that GMK proved that CCS was not due any more money. The detail in GMK's Exhibit 34.1 was summarized in the Affidavit of GMK's counsel dated June 11, 2024 and submitted to the court in support of GMK's application for attorney's fees. Nothing the Court saw in these records raised concern regarding the time billed on the case.

30. The court notes that a considerable portion of the work was performed by paralegals. Such fees are compensable. *Spriggs Group, P.C. v. Slivka*, 402 S.C. 42, 54, 738 S.E.

³ At the end of trial, the court asked counsel for any party seeking a recovery to submit to the court exactly what that party was seeking to recover. CCS submitted an email detailing almost \$100,000 in unpaid invoices and the balance in prejudgment interest.

#13
TAR

2d 495 (Ct. App. 2013) (“Additionally, this court has upheld attorney’s fees awards which included paralegal fees.”). *See McElveen v. McElveen*, 332 S.C. 583, 602, 506 S.E.2d 1, 11 (Ct. App. 1998); *Charleston Lumber Co. v. Miller Housing Corp.*, 318 S.C. 471, 484, 458 S.E.2d 431, 439 (Ct. App. 1995).

31. Factor 3, regarding the professional standing of counsel: Having reviewed the affidavit of GMK’s counsel in the context of the prevailing party issue, and based on the Court’s knowledge, GMK’s counsel’s qualifications and standing are sufficient to support a finding that GMK’s counsel is in excellent standing among fellow members of the bar in South Carolina within his area of practice.

32. Factor 4, concerning the contingency of compensation, is not applicable in this instance.

33. Factor 5, concerning whether beneficial results were obtained: Counsel for GMK achieved substantial beneficial results for GMK. Since shortly after the Town defaulted on its payments in October 2021, counsel has been engaged in working with GMK as it navigated the claims and suits that arose over the following two and a half years, including through trial. This included resolution of thirteen claims short of trial and essentially a defense judgment, even where GMK was found to be in breach because it paid what it determined it owed CCS before trial. Furthermore, with its cross-claim, GMK recovered its losses; albeit not the attorney’s fees it spent prosecuting its claim against the Town, because no statute or contract term allows such and the fees pursuing the indemnitor are not compensable under equitable indemnity.

34. Factor 6 considers the customary legal fees for similar services. The legal fees charged to GMK in this matter are in line with what might normally be expected for a matter of such a comprehensive nature. The hours charged were not excessive or unnecessary.

#14
TAR

Having reviewed GMK's Exhibits 15, 16 and 34, detailing GMK's counsel's attorneys fee records and considering the potential for matters arising from the Town's default to have been much worse had counsel not been involved, the Court finds that GMK should be entitled to recover its reasonable costs and attorney's fees from defending the five lawsuits and administering the claims which arose as a result of the nonpayment through trial.

35. I find the amounts based on the records submitted to be \$17,847.50 for dealing with the twelve subcontractors (including three suits), \$21,549.75 for defending and settling the case brought by Cayce, and \$81,506 for defending the suit by CCS which went through trial. The Court would note that the Exhibits submitted do not include the over \$50,000 expended during the period of May 1, 2024, through the end of trial on May 21, 2024, or any costs.

PREJUDGMENT INTEREST

36. The amounts sought by GMK for unpaid invoices, lost project profit, and work completed by CCS and Cayce being liquidated amounts, they should accrue prejudgment interest from the date each was due through the date of judgment. Following is the calculation of prejudgment interest on each.

37. GMK's Ex. 7 shows the total amount due on the unpaid GMK invoices as \$73,201.77 as of December 12, 2023. This results in a per diem of \$17.54. Using July 15 as the date of judgment, the GMK invoices have been due 216 days. Therefore, the prejudgment interest is \$3,788.64.

38. Kevin Crocker testified that the construction project was on schedule when the Town stopped paying. Pay Application 23 (GMK Ex. 10) shows the project was 66% complete. Continuing at the same pace would put the contract as being completed by June 30, 2022. The amount of the unpaid profit is \$215,380. At a prejudgment interest rate of 8.75%, the per diem is

\$51.63. Using July 15, 2024 as the date of judgment, the GMK profit has been due 745 days. Therefore, the prejudgment interest on the unpaid profit is \$38,464.35.

39. GMK reached a settlement with Cayce for \$45,000 on October 31, 2023. The money was paid in three installments, with the last paid on November 30, 2023. At a prejudgment interest rate of 8.75%, the per diem is \$10.78. Using July 15 as the date of judgment, the amount GMK paid Cayce has been due 228 days. Therefore, the prejudgment interest on the unpaid profit is \$2,457.84.

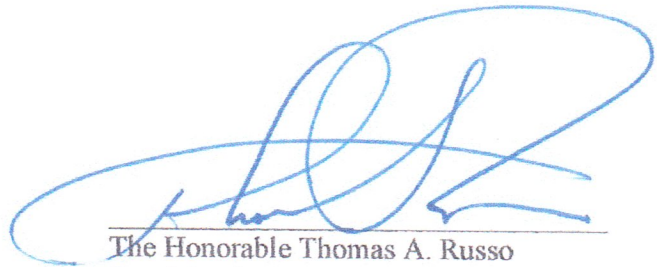
40. The amount GMK paid CCS on February 19, 2024 resulted from an enormously complicated calculation preceded by a time-intensive investigation. The Town did not have the information or ability to determine what, if anything, was due to CCS. Therefore, I do not find that the \$24,686.12 was a liquidated sum. No prejudgment interest is due thereon.

41. The attorney's fees could not be a liquidated sum until the court ruled on the amount that was reasonable. Therefore, no prejudgment interest is due on them.

IT IS, THEREFORE, SO ORDERED that GMK is GRANTED judgment on its claims against the Town of Andrews in the principal amount of \$479,171.14 and the amount of \$44,710.83 as prejudgment interest. The total amount of the judgment is \$523,881.97. Costs to GMK.

This Order ends the case.

AND IT IS SO ORDERED.



The Honorable Thomas A. Russo
Special referee

July 16th, 2024

#16
TH
17248019