

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
)	
James Earl Jordan,)	Civil Action No.: 2023-CP-40-03048
)	
)	
Plaintiff,)	
)	ORDER GRANTING PLAINTIFF’S
v.)	PRELIMINARY INJUNCTION
)	
Derrick Williams and Genell Williams,)	
)	
Defendants.)	

A hearing on Plaintiff’s Motion for Preliminary Injunction filed May 16, 2024 (“Motion”) was held on September 5, 2024. After a review of the pleadings and Motion and, for the reasons stated below, the Court finds for Plaintiff and grants a preliminary injunction to remove Defendants and their mobile home from Plaintiff’s property.

FACTUAL ALLEGATIONS

Plaintiff is the owner of property located at 236 Country Haven Road, Hopkins, SC 29061 in Richland County (“Property”). Defendants were living in their mobile home on the Plaintiff’s Property. Plaintiff filed an action to vacate against Defendants in May 2023 in the Hopkins Magistrate Court. The parties appeared at a Virtual Bench Trial on October 25, 2023. At the trial, the parties negotiated a settlement agreement wherein Defendants would vacate the property within ninety (90) days and remove the mobile home by January 15, 2024. The parties also agreed that Defendants would pay \$150 per month while remaining on the Property. The agreement between the parties was noted on the record in the Hopkins Magistrate Court. Defendants did pay Plaintiff \$150 per month for three (3) months, but did not adhere to the agreement to vacate and continue to live in the mobile home on the Property. Plaintiff filed this lawsuit to enforce the agreement as stated on the record and to compel Defendants to vacate the

Property and remove the mobile home.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The parties have a binding agreement for Defendants to remove their mobile home and vacate the Property.

The parties reached a settlement during their previous case with the Hopkins Magistrate Court (C.A. No.: 2023CV4011200395) that Defendants would vacate the Property and remove the mobile home by January 15, 2024. This agreement was placed on the record on October 25, 2023. Pursuant to Rule 43(k), SCRCF, this agreement is binding because it was “made in open court and noted upon the record.” Further, the Defendants’ did pay rent for the three months they remained on the property, which is further evidence of the valid agreement between the parties and Defendants’ knowledge of the agreement. Thus, the parties did have a binding agreement that Defendants would vacate the property and remove the mobile home by January 15, 2024, and Defendants breached this agreement by remaining in the mobile home on the property.

2. The grant of a preliminary injunction is a proper remedy to enforce the parties’ binding agreement.

Under Rule 65, SCRCF, the Court may issue a preliminary injunction to “preserve the status quo and prevent possible irreparable injury to a party pending litigation.” *AJG Holdings, LLC v. Dunn*, 382 S.C. 43, 51, 674 S.E.2d 505, 509 (Ct. App. 2009). The moving party must demonstrate that “(1) he would suffer irreparable harm if the injunction is not granted; (2) he will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law.” *Id.* at 51, 674 S.E.2d at 508.

Plaintiff has met each of the required elements for a preliminary injunction. First, Plaintiff will suffer immediate and irreparable harm if the injunction is not granted because

Defendants failed to remove their mobile home and vacate the Property by the January 15, 2024 deadline, have continued to remain on Plaintiff's Property, and have failed to pay rent after January 15, 2024. Second, Plaintiff is likely to succeed on the merits because Plaintiff can show that there was a binding agreement reached between the parties that should be duly enforced. Lastly, no adequate remedy at law exists other than a preliminary injunction. This remedy is Plaintiff's only recourse to enforce the parties' agreement and cause Defendants to remove their mobile home and vacate the Property.

ORDER

The Court hereby finds for Plaintiff James Earl Jordan against Defendants Derrick Williams and Genell Williams and orders that:

1. Defendants are required to vacate the property and remove the mobile home within five (5) days of service of this filed Order on counsel for Defendants.

IT IS SO ORDERED.

Presiding Judge for Richland County

Columbia, South Carolina
_____, 2024



Richland Common Pleas

Case Caption: James Earl Jordan vs Derrick Williams , defendant, et al

Case Number: 2024CP4003048

Type: Order/Other

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148