

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Wheelhouse Construction, LLC,

Plaintiff

v.

Anna K. Montgomery and William Graham
Montgomery,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C.A. NO. 2023-CP-23-06719

**ORDER GRANTING DEFENDANTS'
MOTION TO ENFORCE SETTLEMENT**

RECEIVED

Apr 24 2025

SC Court of Appeals

**TO: WHEELHOUSE CONSTRUCTION, LLC AND ITS COUNSEL OF RECORD,
TOWNES B. JOHNSON, ESQ.**

This matter came before the Court on October 16, 2024, on Defendants' Anna K. Montgomery and William Graham Montgomery's (hereinafter collectively "Defendants") Motion to Enforce Settlement, seeking compliance with the settlement agreement (incorporated by reference) in this matter. Attorney Kathryn Harden was present representing the interest of Defendants. Attorney Townes B. Johnson, III of Townes B. Johnson, III, LLC was present representing the interests of Plaintiff Wheelhouse Construction, LLC (hereinafter "Plaintiff").

This case arises out of a breach of contract lawsuit filed by the Plaintiff on December 20, 2023, against the Defendants regarding labor and materials supplied to 341 Murphy Lane, Greenville, SC 29607 at the request and consent of the Defendants. The Defendants responded to the Complaint and the parties agreed to mediate this case on April 4, 2024. Frank Smith, Esq. served as the Mediator and is the author and witness of the settlement agreement signed by both parties.

The terms of the settlement agreement were clear and unambiguous and as follows: the Defendants were to pay \$7,500.00 in exchange of full release to all claims. The Plaintiffs' Counsel was to draft and circulate a formal Settlement Agreement and Stipulation of Dismissal. Defendants' Counsel reached out multiple times regarding the status of the Formal Settlement Agreement and was

subsequently asked by Plaintiff's Counsel to draft the formal Settlement Agreement and Stipulation of Dismissal. Defendants brought a check for \$7,500.00 to the offices of Kenison, Dudley & Crawford, LLC on April 15, 2024, and a draft of the formal Settlement Agreement and Stipulation of Dismissal was emailed to Plaintiff's Counsel on April 30, 2024. The Defendants took the steps and expended money with the intention of resolving the claim and performing the terms of the settlement agreement. However, Plaintiff ignored all attempts for the Defendants to comply and enforce the terms of the settlement agreement. Ultimately, failing to perform its own duties under the settlement agreement.

IT IS HEREBY ORDERED that Plaintiff (and its representatives) have until February 28, 2025, to adhere completely with the settlement reached in this matter on April 15, 2024, and execute the formal Settlement Agreement and Stipulation of Dismissal prepared by Defendants' counsel and sent to Plaintiff on April 30, 2024. Failure to adhere to any provision of this Order subjects Plaintiff to a sanction deemed appropriate by this Court at that time.

After consideration of the record, arguments made, testimony presented and the applicable law, the Court finds and concludes as follows:

Defendants' Motion for costs and fees should be and is therefore respectfully granted. The Court finds that the Defendants made numerous attempts to execute the terms of the Settlement Agreement, yet Plaintiff failed to respond to any communications regarding enforcement. Forcing Defendants to subsequently file a Motion to Enforce Settlement. This unreasonable delay and the continuing damage to the Defendants over the course of almost six months convinces this court that nothing short of significant sanctions will conclude this case. Therefore, the court finds that Plaintiff willfully and continually violated its own agreements and such that sanctions are warranted. The Court finds that Defendants are entitled to an award of sanctions of One Thousand Two Hundred Sixty-Seven Dollars and 50/100 Dollars (\$1,267.50).

Upon reviewing the record, submissions, and arguments of counsel it is hereby Ordered that Plaintiff pay Defendants One Thousand Two Hundred Sixty-Seven Dollars and 50/100 Dollars (\$1,267.50) by February 28, 2025.

IT IS SO ORDERED.



Greenville Common Pleas

Case Caption: Wheelhouse Construction LLC vs. Anna K Montgomery , defendant, et al
Case Number: 2023CP2306719
Type: Order/Other

So Ordered

G.D. Morgan Jr.