

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

Willis Jowan Mitchell,

Plaintiff,

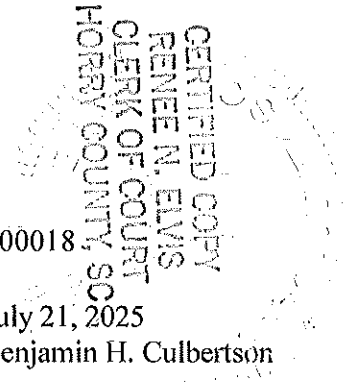
vs.

Pine Cove MHP, LLC., and Craig Warren Sturgill,

Defendants.

IN THE COURT OF COMMON PLEAS  
FIFTEENTH JUDICIAL CIRCUIT

FINAL ORDER



FILE NO.: 2024-CP-26-00018

Plaintiff's Attorney: Pro Se  
Defendant's Attorney: John C. Zilinsky  
Court Reporter: Sallie Beth Todd

Date of Hearing: July 21, 2025  
Presiding Judge: Benjamin H. Culbertson

**THIS MATTER COMES** before the Court pursuant to a Summons and Complaint filed by Plaintiff on January 2, 2024. Defendant filed an Answer and Counterclaim on February 6, 2024. Service upon Plaintiff was completed as evidenced by the Certificate of Service filed with the Court on February 7, 2024. Plaintiff filed a Reply to Defendant's Answer and Counterclaim on March 15, 2024.

On August 30, 2024, Defendant filed a Motion for Judgment on the Pleadings. Plaintiff responded by filing a Memorandum of Law in Opposition to Defendant's Motion for Judgment on the Pleadings on October 11, 2024. Service of this opposition was completed on Defendant as evidenced by the Certificate of Service filed with the Court on October 11, 2024. On October 15, 2024, Plaintiff filed notice of corrected address.

On May 7, 2025, Plaintiff was served with Notice of Case Scheduling via US Mail, as evidenced by the Certificate of Service filed in the Court of Common Pleas on May 29, 2025. On May 29, 2025, a Motion for Continuance was filed and served via US Mail, as evidenced by the Certificate of Service filed in the Court of Common Pleas on May 30, 2025. Notice of Case

Scheduling was served upon Plaintiff on July 7, 2025, for this hearing, as evidenced by the Certificate of Service filed with the Court on July 18, 2025.

At the hearing, Defendants appeared with their attorney, John C. Zilinsky. Plaintiff Willis Jowan Mitchell was neither present nor represented by counsel. The Court proceeded with the hearing.

After reviewing the file, hearing testimony, and examining the evidence, I make the following findings of fact and conclusions of law:

**FINDINGS OF FACTS and CONCLUSIONS OF LAW**

***Jurisdiction***

1. The Plaintiff is a resident of Horry County, South Carolina and has resided in this State at least one year prior to the commencement of the action.
2. The Defendants are both residents and have resided in this State at least one year prior to the commencement of the action.
3. I conclude venue is proper and this Court has jurisdiction over the Parties and subject matter. §§ 63-3-530 and 63-1-40, 1976 Code of Laws of South Carolina, as amended.

***Filing, Service and Notice***

4. On January 2, 2024, Plaintiff filed a Summons and Complaint.
5. On February 6, 2024, Defendant filed an Answer to Complaint and Counterclaim. Service upon Plaintiff was completed as evidenced by the Certificate of Service filed with the Court on February 7, 2024.
6. On March 15, 2024, Plaintiff filed a Reply to Defendant's Answer and Counterclaim.
7. On August 30, 2024, Defendant filed a Motion for Judgment on the Pleadings.

8. On October 11, 2024, Plaintiff filed a Memorandum of Law in Opposition to Defendant's Motion for Judgment on the Pleadings. Service upon Defendant was completed as evidenced by the Certificate of Service filed on October 11, 2024.

9. On October 15, 2024, Plaintiff filed notice of corrected address.

10. On May 7, 2025, Plaintiff was served with Notice of Case Scheduling via US Mail, as evidenced by the Certificate of Service filed in the Court of Common Pleas on May 29, 2025.

11. On May 29, 2025, a Motion for Continuance was filed and served via US Mail, as evidenced by the Certificate of Service filed in the Court of Common Pleas on May 30, 2025.

12. On July 7, 2025, Plaintiff was served with Notice of Case Scheduling via US Mail, as evidenced by the Certificate of Service filed in the Court of Common Pleas on July 18, 2025.

13. All legal requirements as to filing, service, notice, and waiting periods have been met.

*Judge's Order*

*Plaintiff's Complaint Dismissed*

14. I find that Plaintiff's Complaint is dismissed for failure to prosecute. Throughout this matter, Plaintiff has only filed pleadings and appeared at one motion hearing. Plaintiff failed to participate in mediation and was not present for this hearing.

*Individual Defendant, Craig Warren Sturgill*

15. I find that the individual Defendant, Craig Warren Sturgill, is dismissed from this case. Mr. Sturgill, as an individual, was not a party to this contract.

*Defendant's Breach of Contract Action*

16. On November 2, 2020, Plaintiff entered into an Installment Sale Contract ("Contract") with Defendant Pine Cove Park, MHP, LLC ("Pine Cove") for the purchase of Mobile Home VIN OCNC10890601, located at 4912 Bishop Pine Drive in Conway, South Carolina.

17. Under the Contract, Plaintiff agreed to pay Pine Cove the sum of Three Hundred Twenty-Five and 00/100 Dollars (\$325) on the first day of each month for fifty-three (53) months. Based on the testimony and evidence before the court, the Defendant has breached the contract by failing to make the required payments.

18. IT IS HEREBY ORDERED that judgment is awarded to Defendant against Plaintiff Willis Jowan Mitchell in the amount of fifteen thousand five hundred seventy dollars and fourteen cents (\$15,570.14) for breach of contract.

*Ejection of Plaintiff*

19. On November 2, 2020, Plaintiff entered into a Mobile Home Lot Lease Agreement ("Lease") with Defendant Pine Cove Park, MHP, LLC ("Pine Cove") for the lot located at 4912 Bishop Pine Drive in Conway, South Carolina.

20. Under the Lease, Plaintiff agreed to pay Pine Cove the sum of Two Hundred Fifty and 00/100 Dollars (\$250) on the first day of each month on a month-to-month basis as lot rent.

21. Plaintiff breached the Lease by failing to make required rental payments.

22. Plaintiff further breached the Lease by failing to comply with the rules and regulations of the mobile home park, including but not limited to creating excessive noise disturbances and failing to maintain his lot in a clean condition as required by the Lease.

23. Pine Cove made demand upon Plaintiff for delinquent payments, informed Plaintiff of his breach of the Lease, and provided Plaintiff with opportunities to cure his breach.

24. Plaintiff continues to be in breach of the Lease.

25. IT IS HEREBY ORDERED that Plaintiff Willis Jowan Mitchell shall be ejected from the premises located at 4912 Bishop Pine Drive in Conway, South Carolina.

26. **WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

- a. That the Plaintiff's Complaint is Dismissed;
- b. That the Defendant, Craig Warren Sturgill, is dismissed from this case;
- c. That the Defendant is granted judgment in the amount of \$15,570.14; and
- d. That Plaintiff Willis Jowan Mitchell shall be ejected from 4912 Bishop Pine Drive in Conway, South Carolina.

**AND IT IS SO ORDERED THIS \_\_\_\_\_ DAY OF AUGUST 2025.**

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Honorable Benjamin H. Culbertson  
 Presiding Judge Common Pleas Court  
 Fifteenth Judicial Circuit

Conway, South Carolina

*Should either Party violate the terms and conditions of this Order, such Party may be subjected to contempt powers of this Court. Should either Party be found to have engaged in willful contempt of any term of any Order of this Court, he or she will be subjected to the contempt powers of this Court, these powers to include the ability to order imprisonment for a period of one (1) year, a fine in the amount of fifteen hundred dollars (\$1,500), three hundred (300) hours of community service and with the possibility of being held responsible for all costs and attorney's fees incurred by the aggrieved Party.*

**\*REMAINING PORTION LEFT INTENTIONALLY BLANK\***



Horry Common Pleas

**Case Caption:** Willis Jowan Mitchell VS Pine Cove MHP LLC , defendant, et al  
**Case Number:** 2024CP2600018  
**Type:** Order/Form 4

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148

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