

EXHIBIT 1

STATE OF SOUTH CAROLINA
COUNTY OF ANDERSON

IN THE COURT OF COMMON PLEAS

MOATS CONSTRUCTION, INC. and THE GREEN MAN, LLC,

Plaintiffs,

v.

APB PARTNERSHIP, LLC, WESLEY EDWARDS, 2916 N. MAIN, LLC, W.H. BASS, INC., WHATABURGER RESTAURANTS, LLC, and UNITED COMMUNITY BANK,

Defendants.

C/A No. 2024-CP-04-02229

ORDER DENYING PLAINTIFF'S REQUEST TO REINSTATE LIS PENDENS

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SC Court of Appeals

This matter came on for hearing before the Court on the 27th day of August, 2025 pursuant to a request by Plaintiffs that the Court reinstate the Lis Pendens filed by the Plaintiff's in the referenced matter. In attendance at the hearing were the Plaintiffs, Moats Construction, Inc. and The Green Man, LLC, and their attorney David L. Paavola, Esq., of Kenison, Dudley & Crawford, LLC, and Daniel L. Draisen, Esq. of The Injury Law Firm, P.C., attorney for Defendants APB Partnership, LLC, Wesley Edwards, and 2196 N. Main, LLC. Christopher B. Major, Esq., attorney for Defendant Whataburger Restaurants, LLC, and C. Elizabeth Weston, Esq., attorney for United Community Bank, were also present but did not participate and took no position on Plaintiff's request. All parties were properly notified of the date, time, and location of the hearing.

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Plaintiffs assert that while the Court issued its Order discharging Mechanic's Liens, releasing Lis Pendens, and Dismissing Plaintiffs' causes of action for lien foreclosure on June 17, 2025, it was improper for the Clerk of Court to cancel the Lis Pendens of record prior to the expiration of the time within which Plaintiffs had to file a Notice of Appeal in the matter.

Defendants APB Partnership, LLC, Wesley Edwards, and 2916 N. Main, LLC assert that cancellation of the Lis Pendens and dismissal of the cause of action for foreclosure were appropriate and are the natural consequence of the discharge of the underlying Mechanic's Liens, the Mechanic's Liens being the sole basis for the Lis Pendens and the foreclosure cause of action. Defendants also assert that because Moats filed a Notice of Appeal, the Circuit Court has been divested of jurisdiction over the matter.

Pursuant to SC Code, Ann., Section 15-11-40, "The court in which the action was commenced, in its discretion at any time after the action is...discontinued...on application of a person aggrieved and on good cause shown...may order the notice authorized by this chapter to be canceled of record by the clerk of any county in whose office the notice was filed or recorded."

On April 29, 2025, Defendants filed their Motion to Dissolve Mechanic's Liens, Dismiss Plaintiff's Claims for Foreclosure of Mechanic's Liens, and Dismiss Defendants APB Partnership, LLC, Wesley Edwards, and 2916 N. Main, LLC. Defendants' Motion constitutes their "application" to the Court for the dissolution of Plaintiffs' Mechanic's

Liens, for cancellation of the Lis Pendens, and for the dismissal of Plaintiffs' cause of action for foreclosure of Mechanic's Liens.

Having found that the Plaintiffs' failed to foreclose its Mechanic's Liens within the statutory timeframe and that Plaintiffs' Mechanic's Liens dissolved by operation of law, the Mechanic's Liens being the sole basis for the Lis Pendens and the foreclosure cause of action, this Court, in its discretion, directed the cancellation of the Lis Pendens. I do not find that the Court has misapprehended the facts or the law applicable to this matter.

Accordingly, having reviewed the pleadings and heard fully the arguments of counsel, Plaintiffs' request is hereby **DENIED**.

IT IS SO ORDERED.

(e-signature affixed hereto)

R. Lawton McIntosh,
Circuit Court Judge

Date: _____



Anderson Common Pleas

Case Caption: Moats Construction Inc , plaintiff, et al VS Apb Partnership Llc ,
defendant, et al

Case Number: 2024CP0402229

Type: Order/Other

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH