

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

) IN THE COURT OF COMMON PLEAS
) SECOND JUDICIAL CIRCUIT

Fuse 10, LLC,

) CASE NO. 2024-CP-02-00667

) Plaintiff

vs.

) Turner Development L.L.C., a/k/a
) Turner Development LLC a/k/a
) Turner Development, LLC, Tracey D.
) Turner, The Case Company of SC LLC,
) South Carolina Department of Revenue,
) South Carolina Department of
) Employment and Workforce, W Melissa
) Oden and James H. R. Oden. Sr. as
) Trustees or their successors in trust,
) under the W. Melissa Oden Revocable
) Trust, u/a/d April 30, 2016, a/k/a W.
) Melissa Oden Revocable Trust,
) Opportunities Afforded Plus, LLC,
) Ansermo L. Arthur, Parry Colbert, and
) Necole Allen,

**ORDER :
THE CASE COMPANY**

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SC Court of Appeals

) Defendants

This matter was before the Court on October 21, 2025, for the Defendant The Case Company of SC LLC's ("Case Company") hearing on damages related to the Defendant Turner Development L.L.C., a/k/a Turner Development LLC, a/k/a Turner Development, LLC's ("Turner") breach of contract between the Parties. For the reasons set forth further herein, Case Company's claim for damages is **GRANTED**.

BACKGROUND

Case Company's claim against Turner arises out of certain grading work that Case Company performed for real property in Aiken County, owned by Turner, located at 1001 Old Aiken Rd.,

Aiken, South Carolina 29841, and known as the Weeping Willow Development Project (Project"), and the same property subject to Plaintiff's foreclosure claim. Following the filing of this foreclosure action by Plaintiff, Case Company asserted a Breach of Contract crossclaim against Turner.

After being contacted by Turner, Case Company and Turner entered into a binding Agreement dated June 12, 2023, wherein Case Company was to provide certain grading and other work for the Project, in exchange for payment by Turner (the "Agreement"). See Supplemental Affidavit of Jonathan Prosser, previously filed. Case Company performed the work pursuant to the Agreement and submitted invoices to Turner totaling \$283,552.65 ("Invoices"). Id. Following completion of the work, Case Company made multiple demands on Turner to pay the invoices, and despite Turner representatives indicating that they would be paid, Turner has failed and refused to pay the outstanding amount owed to Case Company.

FINDINGS OF FACT

On November 19, 2024, Case Company's Motion for Summary Judgment was heard. Following that hearing, this Court entered an Order that found Turner could not raise any defense to Case Company's Crossclaim beyond Rule 12(b)(6), SCRCF, as a result of failing to include any other affirmative defenses in its Answer. This Court also found that Turner had failed to respond to discovery requests and pursuant to Rule 36, SCRCF, the Requests for Admissions served on Turner by Case Company were deemed admitted. Specifically, the following admissions were made:

1. Admitted that Exhibit A attached to Case Company's Requests to Admit is a true and accurate copy of the Agreement [between Case Company and Turner].
2. Admitted that Exhibit B attached to Case Company's Requests to Admit is a true and accurate copy of the Invoices.
3. Admitted that Turner, as owner, and Case Company, as contractor, entered into the Agreement for the work outlined further therein.

4. Admitted that Case Company performed the work outlined in the Agreement to the benefit of Turner.
5. Admitted that Turner has not paid Case Company for the work it performed as outlined in the Agreement.
6. Admitted that Case Company has made demand for payment on Turner for payment of the Invoices.
7. Admitted that the Invoices remain unpaid by Turner.

During the October 21, 2025, hearing, Jonathan Prosser, as representative for Case Company, was questioned by counsel for Case Company and Turner about the work Case Company performed. Mr. Prosser testified that Turner failed to pay Case Company the amount owed in the Invoices totaling Two Hundred Eighty-Three Thousand Five Hundred and Fifty-Two and 65/100 (\$283,552.65) Dollars. Mr. Prosser also testified that after Turner and the Case Company entered into the Agreement, work was started by the Case Company, to include mobilization, construction staking, and clearing and demolition. Thereafter, despite work being performed on mobilization, no payment was made by Turner to Case Company. As a result of payment not being made following multiple demands, no further work was done on the project by Case Company, including the completion of Erosion Control as listed on Item 3.0 of the Agreement, and anything that followed. Mr. Prosser also testified that as a result of Turner's failure to pay, Case Company filed a Mechanic's Lien and hired an attorney to collect on the amounts owed. As evidenced by the Affidavit of Attorney's Fee's filed by Case Company's attorney, Case Company has spent approximately Sixteen Thousand Seven Hundred Sixty-Three and 0/100 (\$16,763.00) Dollars in fees and One Thousand One Hundred Sixty-Two and 49/100 (\$1,162.49) Dollars in costs to collect on the amounts owed.

I find that based upon the testimony of Mr. Prosser, the Supplemental Affidavit of Mr. Prosser filed by the Case Company, and the other documents of record with this Court including the admitted Requests to Admit, Turner owes to Case Company the amount owed in the Invoices totaling Two Hundred Eighty-Three Thousand Five Hundred and Fifty-Two and 65/100 (\$283,552.65) Dollars for the work Case Company performed under the terms of the Agreement.

I also find that the amount claimed in attorney's fees and costs is reasonable and should be awarded to the Case Company.

ANALYSIS

"The construction and enforcement of an unambiguous contract is a question of law for the court, and thus can be properly disposed of at summary judgment." *S. Glass & Plastics Co. v. Kemper*, 399 S.C. 483, 491, 732 S.E.2d 205, 209 (Ct. App. 2012). To recover for a breach of contract, the plaintiff must prove: (1) a binding contract; (2) a breach of contract; and (3) damages proximately resulting from the breach. *Hennes v. Shaw*, 397 S.C. 391, 399, 725 S.E.2d 501, 505-06 (Ct. App. 2012). "The general rule is that for a breach of contract the [breaching party] is liable for whatever damages follow as a natural consequence and a proximate result of such breach." *Hotel & Motel Holdings, LLC v. BJC Enterprises, LLC*, 414 S.C. 635, 652, 780 S.E.2d 263, 272 (Ct. App. 2015) (citation omitted).

"There are six factors to consider in determining an award of attorney's fees: 1) nature, extent, and difficulty of the legal services rendered; 2) time and labor devoted to the case; 3) professional standing of counsel; 4) contingency of compensation; 5) fee customarily charged in the locality for similar services; and 6) beneficial results obtained." *Seabrook Island Property Owners' Ass'n v. Berger*, 365 S.C. 234, 616 S.E.2d 431 (Ct. App. 2005). The court considers six factors to determine if a claim for attorney's fees is reasonable. This matter concerns multiple claims by various parties, discovery issues, motions, and numerous hearings held during the litigation. The court finds the attorneys for Case Company to be in good standing and have conducted themselves in a professional manner. The hourly rate is reasonable considering the type of case and beneficial results were obtained on by half of Case Company.

Here, Turner does not dispute that a contract-specifically the Agreement-exists between the parties. Furthermore, the facts before this Court confirm that no payment has been made by Turner to Case Company for the work performed under the Agreement. Turner has failed to show that there is any defense for its failure to pay the amounts owed, and it is therefore liable for the damages as a result of this breach. Therefore, Case Company is entitled to judgment as a

matter of law on its Breach of Contract claim and is entitled to judgment in its favor for the amounts owed and outstanding, including attorney's fees and costs.

CONCLUSIONS OF LAW

Based on the findings above, it is now therefore, **ORDERED** that Case Company has judgment against Turner, as follows:

- A. Past due amounts as stated in the Invoices totaling Two Hundred Eighty-Three Thousand Five Hundred and Fifty-Two and 65/100 (\$283,552.65) Dollars;
- B. Sixteen Thousand Seven Hundred Sixty-Three and 0/100 (\$16,763.00) Dollars as attorney's fees;
- C. Plus, costs of One Thousand One Hundred Sixty-Two and 49/100 (\$1,162.49) Dollars;
- D. Plus, interest accruing after the date of judgment at the legal rate per annum;

AND IT IS SO ORDERED,

Aiken County Master in Equity/M. Anderson Griffith

FORM 4

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS

CASE NO. 2024CP0200667

Fuse 10, LLC

Turner Development L.L.C., a/k/a Turner Development LLC a/k/a Turner Development, LLC, Tracey D. Turner, The Case Company of SC LLC, South Carolina Department of Revenue, South Carolina Department of Employment and Workforce, W Melissa Oden and James H. R. Oden. Sr. as Trustees or their successors in trust, under the W. Melissa Oden Revocable Trust, u/a April 30, 2016, a/k/a W. Melissa Oden Revocable Trust Opportunities Afforded Plus, LLC, Ansermo L. Arthur Parry Colbert, and Necole Allen.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff
	<input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant

Disposition Type (Check One)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See ORDER.
- ACTION DISMISSED** (CHECK REASON): Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN** (CHECK REASON): Rule 40(j), SCRPC; Bankruptcy; binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX): Affirmed; Reversed; Remanded; Other

For Clerk of Court Office Use Only

This judgment was entered on the day of 2025 and a copy mailed first class or placed in the appropriate attorney's box on this 13th day of November, 2025 to attorneys of record or to parties (when appearing pro se) as follows:

**ATTORNEY(S) FOR THE
PLAINTIFF(S)**

**ATTORNEY(S) FOR THE
DEFENDANT(S)**

CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Aiken Common Pleas

Case Caption: Fuse 10 Llc VS Turner Development Llc , defendant, et al
Case Number: 2024CP0200667
Type: Master/Order/Other

AND IT IS SO ORDERED

s/M Anderson Griffith-3076