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SC Court of Appeals

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS

JUDGMENT IN CIVIL CASE

CASE NO. 2021-CP-23-00244

PENLAND AUTOMOTIVE, LLC and
Charles W. PENLAND, Jr.,

DEALER FINANCIAL HOLDINGS, LLC,
Steve LANZL and Daniel B. HAIGHT,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: the COURT
Attorney for : [ ] Plaintiff [ ] Defendant or [ ] 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.
[X] 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 Page 2 for additional information.
[ ] ACTION DISMISSED (CHECK REASON): [ ] Rule 12(b), SCRCP; [ ] Rule 41(a), SCRCP (Vol. Nonsuit); [ ] Rule 43(k), SCRCP (Settled); [ ] Other
[ ] ACTION STRICKEN (CHECK REASON): [ ] Rule 40(j), SCRCP; [ ] 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

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: [ ] See attached order OR formal order to follow [X] Statement of Judgment by the Court:

This matter came before this court on a renewed MOTION of the defendants, Dealer Financial Holdings, LLC, Steve Lanzl, and Daniel B. Haight (collectively "DFH") to STRIKE plaintiffs' JURY DEMAND pursuant to Rule 12, SCRCP.

Although a party may waive the right to a jury trial by contract, "[s]uch a waiver must be strictly construed as the right to trial by jury is a substantial right." Beach Co. v. Twillman, Ltd., 351 S.C. 56, 64, 566 S.E.2d 863, 866 (Ct. App. 2002). While jury trial waivers are strictly construed, they are nevertheless construed according to their "plain, ordinary and popular meaning." Fritz-Pontiac-Cadillac-Buick v. Goforth, 312 S.C. 315, 318, 440 S.E.2d 367, 369 (1994).

Based upon consideration of the record, argument of the parties, any memoranda submitted, the applicable rules, and statutory and case law, this Court finds that the plaintiff has not waived its right to a trial by jury and therefore the defendant's renewed MOTION to STRIKE JURY DEMAND should be and IS therefore DENIED.

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Greenville Common Pleas

**Case Caption:** Penland Automotive LLC , plaintiff, et al vs. Dealer Financial Holdings LLC , defendant, et al  
**Case Number:** 2021CP2300244  
**Type:** Order/Form 4

IT IS SO ORDERED!

s/J. Derham Cole 2053