

**STATE OF SOUTH CAROLINA
COUNTY OF FLORENCE**

James R. Watson, Jr.,

Plaintiff,

vs.

Lori Lee Creel,

Defendant.

**IN THE COURT OF COMMON PLEAS
TWELFTH JUDICIAL CIRCUIT
C/A NO: 2025-CP-21-02092**

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT**

This matter came before the Court upon Defendant Lori Lee Creel's Motion for Summary Judgment pursuant to Rule 56, SCRCP. The Court has reviewed the pleadings, Defendant's Motion, Defendant's Affidavit, Plaintiff's memorandum submitted in opposition of the Motion, Defendant's memorandum submitted in support of the Motion, the filings of record, Plaintiff's pending motions, and the applicable law.

This action arises from the same general course of dealings between Plaintiff James R. Watson, Jr. and Defendant Lori Lee Creel concerning an alleged oral arrangement for Plaintiff to provide disc jockey services at Defendant's restaurant/bar establishment on Wednesday evenings. In her Answer, Defendant admitted that the parties had an oral arrangement under which Plaintiff would provide DJ services on Wednesday evenings. Defendant denied, however, that Plaintiff was entitled to the relief sought, denied the material allegations of wrongdoing, and asserted that Plaintiff's services were discontinued after Defendant determined that Wednesday evenings were not performing well for business.

Defendant moved for summary judgment on the grounds that the pleadings, discovery, and affidavit materials show that there is no genuine issue of material fact and that Defendant is entitled

to judgment as a matter of law. In support of that Motion, Defendant submitted her Affidavit, wherein she averred that, on or about September 2024, she entered into an oral agreement with Plaintiff for DJ services; that there were no promises, guarantees, or assurances regarding the duration or specific term of Plaintiff's DJ services; that she thereafter terminated Plaintiff's DJ services; and that the termination was made solely as a result of her analysis of profitability.

The Court finds that the undisputed record does not establish the existence of an enforceable contract requiring Defendant to continue using Plaintiff's DJ services. The parties did not execute a written contract governing Plaintiff's services. The alleged oral arrangement did not contain essential and material terms necessary to create an enforceable obligation, including any agreed-upon duration, guaranteed number of performances, exclusivity provision, definite continuing schedule, or limitation on Defendant's ability to discontinue the arrangement. Defendant's supporting memorandum characterizes the arrangement, at most, as an informal oral understanding subject to the needs and discretion of Defendant's business.

The Court further finds that, in the absence of a definite term or enforceable limitation on termination, any service arrangement between the parties was terminable at will. Defendant's decision to discontinue DJ services after determining that Wednesday evenings were not financially viable does not constitute a breach of contract or other actionable wrongdoing on the record before the Court. Plaintiff has not produced evidence sufficient to establish a binding agreement with sufficiently definite terms, nor has Plaintiff shown a genuine issue of material fact requiring trial.

The procedural posture of this matter further confirms that summary judgment is appropriate. Defendant's memorandum reflects that, on August 4, 2025, rather than amending his original Complaint as permitted under the South Carolina Rules of Civil Procedure, Plaintiff filed

a subsequent Summons and Complaint asserting additional allegations arising from the same operative facts. Defendant's memorandum further notes that Plaintiff submitted multiple motions lacking legal and factual support, requiring Defendant to incur additional time and expense in responding.

The Court is mindful that a party is entitled to seek appropriate relief through proper motion practice. However, motion practice does not substitute for evidence supporting the essential elements of a claim. Here, after review of the record as a whole, Plaintiff has not shown a genuine issue of material fact as to the existence of an enforceable contractual obligation, any unlawful conduct by Defendant, or any legal or equitable basis for the relief sought.

The Court also considered Plaintiff's pending motions in this matter, including Plaintiff's Motion for Contempt, Motion for Rule to Show Cause, Motion for Updated Damages, Medical Costs, and Lost Income, and Motion to Compel Compliance with Court-Ordered Screening. Because the Court grants summary judgment in favor of Defendant, the Court need not separately address the merits of each pending motion. Nevertheless, the Court has read and considered those motions and finds that they are not supported by a sufficient legal or factual basis and should be denied.

Accordingly, the Court finds that there is no genuine issue of material fact and that Defendant is entitled to judgment as a matter of law. Defendant Lori Lee Creel's Motion for Summary Judgment is therefore **GRANTED**.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Defendant Lori Lee Creel's Motion for Summary Judgment is **GRANTED**; Plaintiff's Complaint and all claims asserted therein are **DISMISSED WITH PREJUDICE**; and Plaintiff's Motion for Contempt,

Motion for Rule to Show Cause, Motion for Updated Damages, Medical Costs, and Lost Income, and Motion to Compel Compliance with Court-Ordered Screening are **DENIED**.

AND IT IS SO ORDERED.

_____, 2026
Florence, SC

CIRCUIT COURT JUDGE

FORM 4**STATE OF SOUTH CAROLINA****COUNTY OF FLORENCE****IN THE COURT OF COMMON PLEAS****JUDGMENT IN A CIVIL CASE****CASE NO. 2025CP2102092**

James R. Watson, Jr.

Lori Lee Creel

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Charles B. Holbrooks, III
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.
- ☒ **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), 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
- ☐ **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 (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : This Order dismisses the case with prejudice.

INFORMATION FOR THE JUDGEMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ 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-Fileers 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.

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Florence Common Pleas

Case Caption: James R Watson Jr VS Lori Marie Creel

Case Number: 2025CP2102092

Type: Order/Summary Judgment

So Ordered

S/George M. McFaddin, Jr., #2759