

STATE OF SOUTH CAROLINA
IN THE SOUTH CAROLINA COURT OF APPEALS

James R. Watson, Jr.,
Appellant,

v.

Lori Lee Creel a/k/a Lori Marie Creel,
Respondent.

Appeal From Florence County Court of Common Pleas
Twelfth Judicial Circuit
Lower Court Case No. 2025-CP-21-02092

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Aug 13 2026

SC Court of Appeals

INITIAL BRIEF OF APPELLANT

James R. Watson, Jr.
Appellant, Pro Se

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STATEMENT OF ISSUES ON APPEAL

Issue I

Whether the circuit court erred in granting summary judgment where material factual matters remained unresolved and the circuit court itself characterized certain matters during the May 6, 2026 hearing as questions for a jury.

Issue II

Whether the circuit court erred in granting summary judgment while Appellant asserted that discovery relevant to material factual matters remained incomplete and identified evidence within Respondent's possession that Appellant contended was necessary to oppose summary judgment.

Issue III

Whether the circuit court erred in determining as a matter of law that the parties' admitted oral arrangement was insufficiently definite and terminable at will where factual disputes remained concerning the parties' dealings and arrangement.

Issue IV

Whether the circuit court erred in disposing of Appellant's claimed damages, medical costs, and lost income through a final summary judgment after stating at the hearing that those matters presented a question for a jury.

Issue V

Whether the circuit court erred in denying Appellant's remaining pending motions in connection with its grant of summary judgment.

Issue VI

Whether the circuit court abused its discretion in denying Appellant's Rule 59(e) Motion to Alter or Amend Judgment without correcting the asserted errors in the summary judgment disposition.

STATEMENT OF THE CASE

This appeal arises from Florence County Court of Common Pleas Case No. 2025-CP-21-02092.

Appellant James R. Watson, Jr. and Respondent Lori Lee Creel had an oral arrangement concerning services performed by Appellant. Respondent admitted the existence of an oral arrangement under which Appellant provided DJ services on Wednesday evenings.

The parties disputed the nature, extent, consequences, and termination of their dealings.

Respondent moved for summary judgment pursuant to Rule 56, SCRPC.

A hearing was conducted on May 6, 2026 before the Honorable George M. McFaddin, Jr. The hearing involved two related cases between the parties. Although the certified transcript's cover page identifies Case No. 2025-CP-21-02046, the transcript expressly shows that the circuit court also addressed motions and issues in Case No. 2025-CP-21-02092.

During the hearing, Appellant raised incomplete discovery and argued that information concerning Respondent's business records, sales, bookings, scheduling, communications concerning termination, and other matters had not been produced.

Appellant further presented his position concerning damages, medical costs, lost income, identity-related matters, screening, and his other pending motions.

During consideration of the identity/name matter, the circuit court stated that the issue would be a question for a jury.

When the circuit court subsequently addressed Appellant's Motion for Updated Damages, Medical Costs, and Lost Income, the court likewise stated that the matter would be a question for a jury and was not for the court to rule upon that day.

At the conclusion of the proceedings, the circuit court stated that it would carefully review the parties' submissions and the court's notes before issuing its ruling.

On May 28, 2026, the circuit court entered an Order Granting Respondent's Motion for Summary Judgment. The order concluded that the parties' oral arrangement did not contain essential and material terms necessary to create an enforceable continuing obligation and that the arrangement was terminable at will.

The court further determined that Appellant had failed to produce sufficient evidence establishing a binding agreement or genuine issue of material fact requiring trial.

The May 28 Order granted summary judgment, dismissed Appellant's complaint and all claims with prejudice, and denied Appellant's pending 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.

Appellant timely sought reconsideration pursuant to Rule 59(e), SCRCP.

On July 15, 2026, the circuit court denied Appellant's Rule 59(e) motion. The court stated that it recalled the hearing and did not require another hearing to address reconsideration.

This appeal followed.

STANDARD OF REVIEW

Summary judgment is appropriate only where the materials properly before the court establish that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCP.

The party seeking summary judgment initially bears the burden of demonstrating the absence of a genuine issue of material fact.

In reviewing summary judgment, the evidence and reasonable inferences must be viewed in the light most favorable to the nonmoving party. *Ferguson v. Charleston Lincoln Mercury, Inc.*, 349 S.C. 558, 564 S.E.2d 94 (2002).

South Carolina courts have further recognized that summary judgment is inappropriate where additional factual inquiry is desirable to clarify application of the law. *Brockbank v. Best Capital Corp.*, 341 S.C. 372, 534 S.E.2d 688 (2000).

Rule 56(f), SCRCP, further authorizes the circuit court, when an opposing party demonstrates that facts essential to justify opposition cannot then be presented, to refuse summary judgment, permit additional discovery, grant a continuance, or enter another just order.

ARGUMENT

I. SUMMARY JUDGMENT WAS IMPROPER WHERE MATERIAL FACTUAL ISSUES REMAINED UNRESOLVED.

The central question at summary judgment was not whether Appellant would ultimately prevail. The question was whether Respondent demonstrated that no genuine issue of material fact remained and that Respondent was entitled to judgment as a matter of law.

The record reflects unresolved factual matters.

During the May 6 hearing, the circuit court addressed the identity/name issue involving Lori Lee Creel and Lori Marie Creel and expressly characterized that matter as a question for a jury.

Transcript, May 6, 2026, p. 18.

Immediately thereafter, the circuit court addressed Appellant's Motion for Updated Damages, Medical Costs, and Lost Income. After confirming that the figures represented Appellant's claimed lost income and medical expenses, the court again stated that the matter would

be a question for a jury and was not for the court to decide that day.

Transcript, May 6, 2026, p. 18.

Those statements are significant because the subsequent May 28 written order concluded that there was no genuine issue of material fact requiring trial and dismissed the entire action with prejudice.

Order Granting Defendant's Motion for Summary Judgment, pp. 3-4.

Appellant respectfully submits that the record demonstrates, at minimum, factual matters that had not been resolved when summary judgment was considered.

Under South Carolina law, the evidence and reasonable inferences are viewed in favor of the nonmoving party when determining whether summary judgment is appropriate.

Where reasonable factual inferences remain disputed, those disputes should not be resolved against the nonmoving party through summary judgment.

Accordingly, Appellant submits that the circuit court's complete dismissal with prejudice should be reversed or vacated and the matter remanded for further proceedings.

II. SUMMARY JUDGMENT SHOULD NOT HAVE DISPOSED OF THE ACTION WITHOUT ADEQUATELY ADDRESSING APPELLANT'S REQUEST FOR ADDITIONAL DISCOVERY NECESSARY TO OPPOSE SUMMARY JUDGMENT.

Appellant expressly raised incomplete discovery before the circuit court.

During the May 6 hearing, Appellant explained that he had sought business financial records, revenue information, sales information, booking and scheduling records, communications concerning termination, and related materials.

Transcript, May 6, 2026, pp. 6-8.

Appellant argued that those materials were directly relevant to lost income and to Respondent's asserted justification for terminating the parties' arrangement.

Transcript, May 6, 2026, p. 7.

Respondent's counsel acknowledged during the hearing that counsel would need to examine the case file to determine whether discovery had been received and properly served and what responses or objections were appropriate.

Transcript, May 6, 2026, p. 8.

When opposing summary judgment, Appellant again informed the court that discovery was incomplete.

Appellant specifically stated that evidence concerning Respondent's asserted reason for termination, Appellant's lost income, Respondent's claim of unprofitability, and alleged business interference remained relevant and had not been produced.

Transcript, May 6, 2026, pp. 13-14.

Appellant further informed the court that he had submitted a Rule 56 affidavit concerning the incomplete discovery.

Transcript, May 6, 2026, p. 13.

Rule 56(f), SCRPC, expressly provides mechanisms for circumstances in which a party opposing summary judgment cannot present facts essential to justify opposition. The court may refuse the application, order a continuance to permit discovery, or enter another just order.

Appellant respectfully submits that his argument went directly to this problem: Respondent sought final judgment while Appellant maintained that relevant evidence remained within Respondent's possession.

Respondent's answer at the hearing was not that every requested document had been produced. Counsel instead argued that the requested business records were irrelevant because, in Respondent's position, no enforceable contract existed.

Transcript, May 6, 2026, p. 14.

But that conclusion depended upon resolution of the legal and factual nature of the parties' arrangement—the very matter disputed between the parties.

Appellant therefore respectfully submits that complete summary judgment was premature while material discovery remained unresolved.

III. THE RECORD CONCERNING THE PARTIES' ADMITTED ORAL ARRANGEMENT PRESENTED FACTUAL MATTERS THAT SHOULD NOT HAVE BEEN RESOLVED AGAINST APPELLANT ON SUMMARY JUDGMENT.

The May 28 Order acknowledges that Respondent admitted the parties had an oral arrangement under which Appellant provided DJ services on Wednesday evenings.

Order Granting Defendant's Motion for Summary Judgment, p. 1.

The order further acknowledges Respondent's affidavit stating that an oral agreement existed beginning approximately September 2024.

Order, p. 2.

Thus, the existence of some oral arrangement was not merely an unsupported allegation by Appellant.

The disagreement concerned the terms, scope, duration, consequences, and enforceability of that arrangement.

The circuit court concluded that the arrangement lacked essential terms, including a definite duration, guaranteed performances, exclusivity, continuing schedule, or limitation on termination.

Order, p. 2.

South Carolina law recognizes that formation of a binding contract requires mutual assent to essential terms. *Gilbert & Associates v. South Carolina National Bank*, 285 S.C. 421, 330 S.E.2d 307 (Ct. App. 1985).

Appellant does not contend that the mere existence of any oral understanding automatically establishes an enforceable contract.

Rather, Appellant contends that the evidence and reasonable inferences concerning what the parties actually agreed to and how their arrangement operated should have been evaluated under the summary judgment standard in the light most favorable to Appellant.

The circuit court's order effectively accepted Respondent's characterization of the arrangement as an informal understanding terminable at Respondent's discretion.

Appellant disputed that characterization.

Where further inquiry into facts is desirable to clarify application of the law, summary judgment is inappropriate. *Brockbank*, 341 S.C. 372, 534 S.E.2d 688.

Appellant therefore submits that the nature and terms of the admitted oral arrangement should not have been conclusively resolved against him on the summary judgment record presented.

IV. THE CIRCUIT COURT'S TREATMENT OF DAMAGES AND OTHER FACTUAL MATTERS AT THE HEARING IS INCONSISTENT WITH ITS SUBSEQUENT DETERMINATION THAT NO GENUINE ISSUE OF MATERIAL FACT REQUIRED TRIAL.

During the May 6 hearing, the circuit court did not characterize Appellant's claimed damages as a matter already resolved against him.

Instead, when addressing Appellant's claimed lost income and medical expenses, the court stated that the issue would be a question for a jury and was not for the court to rule upon that day.

Transcript, May 6, 2026, p. 18.

Rule 56(c), SCRCP, itself recognizes that summary judgment may be entered as to liability even where a genuine issue remains concerning the amount of damages.

Accordingly, the existence of a damages dispute alone does not necessarily defeat summary judgment on liability.

Appellant's argument is narrower.

The hearing transcript is relevant because it demonstrates that the circuit court recognized unresolved factual matters during the same proceeding in which Respondent sought final judgment.

When those statements are considered together with Appellant's incomplete-discovery argument and the admitted existence of an oral arrangement, Appellant submits that the record warranted further proceedings rather than complete dismissal with prejudice.

V. THE CIRCUIT COURT'S DISPOSITION OF APPELLANT'S PENDING MOTIONS SHOULD BE REVIEWED TOGETHER WITH ITS SUMMARY JUDGMENT DETERMINATION.

The May 28 Order identifies Appellant'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.

The order states that because the court granted summary judgment, it did not need separately to address the merits of each pending motion. The court nevertheless stated that it had considered the motions and concluded that they lacked sufficient legal or factual support.

Order Granting Defendant's Motion for Summary Judgment, p. 3.

Appellant recognizes that some of those motions may rise or fall independently from the merits of the underlying contract-related claims.

Appellant nevertheless submits that the Motion for Updated Damages and any discovery-related relief should be considered in the context of whether the underlying claims were properly terminated by summary judgment.

If this Court reverses or vacates summary judgment, Appellant respectfully requests that the circuit court be permitted on remand to reconsider any pending matters that remain legally relevant to the reinstated claims.

VI. THE DENIAL OF APPELLANT'S RULE 59(e) MOTION DID NOT CURE THE ASSERTED SUMMARY-JUDGMENT ERRORS.

After entry of summary judgment, Appellant timely sought relief under Rule 59(e), SCRCP.

On July 15, 2026, the circuit court denied reconsideration.

The court stated that it recalled the earlier hearing and did not require another hearing to address the motion.

July 15, 2026 Form 4 Order/Judgment.

Appellant does not contend that Rule 59(e) automatically entitled him to another oral hearing.

Instead, Appellant contends that reconsideration should have resulted in correction of the asserted underlying errors: unresolved material factual issues, incomplete discovery relevant to opposition to summary judgment, and the treatment of the parties' admitted oral arrangement.

Because the Rule 59(e) disposition left those asserted errors unchanged, Appellant respectfully requests review of both the May 28 summary judgment order and the July 15 post-judgment order.

CONCLUSION

For the foregoing reasons, Appellant respectfully requests that the South Carolina Court of Appeals:

1. Reverse or vacate the May 28, 2026 Order Granting Defendant's Motion for Summary Judgment to the extent the Court determines that genuine issues of material fact or unresolved discovery precluded final judgment;
2. Reverse or vacate the July 15, 2026 denial of Rule 59(e) relief to the extent necessary to effectuate the Court's disposition;
3. Remand Case No. 2025-CP-21-02092 to the Florence County Court of Common Pleas for further proceedings consistent with the Court of Appeals' decision; and
4. Grant such other relief as the Court determines just and proper.

Respectfully submitted,

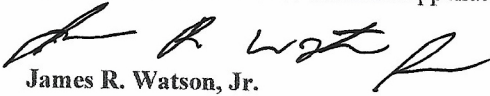

James R. Watson, Jr.

Appellant, Pro Se

Date: August 13, 2026

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing **Initial Brief of Appellant** was served upon counsel of record for Respondent in accordance with the South Carolina Appellate Court Rules on the 13th day of August, 2026.



James R. Watson, Jr.
Appellant, Pro Se

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