

STATE OF SOUTH CAROLINA)
)
COUNTY OF ANDERSON)

IN THE COURT OF COMMON PLEAS

Matthew Moody and Kristi Moody,)
)
Plaintiffs,)

-vs-

Timothy Smith, Carly Smith,)
)
And Michelle Hicks,)
)
Defendants,)

AND

Timothy Smith and Carly Smith,)
)
Third-Party Plaintiffs,)

-vs-

Matthew J. Moody and Kristi W.)
Moody as Trustees of the Moody)
Family Trust,)
)
Third-Party Defendants,)

ORDER GRANTING SUMMARY
JUDGEMENT (PARTIAL)
Case No. 2025-CP-04-01823

RECEIVED
Oct 09 2026
SC Court of Appeals

DATE OF HEARING:
PRESIDING JUDGE:
PLAINTIFF'S ATTORNEY:
DEFENDANTS' ATTORNEY:

March 19, 2026
R. Lawton McIntosh
Luke A. Burke
Joshua B. Raffini (Timothy and Carly
Smith)
Catharine G. Griffin (Garrison)
Russell Racine (Hick)
Lisa Scott

COURT REPORTER:

THIS MATTER came before the Court on Motion of Defendants Timothy Smith and Carly
Smith seeking partial summary judgment. These Defendants¹ requested summary judgment as to

¹ The remaining parties are not impacted by this Order.

all causes of action against them. At the call of the case, Plaintiffs' counsel appeared. Defendant Carly Smith appeared with her attorney. Both parties submitted Memorandums outlining their respective positions. After reviewing submissions of the parties and hearing argument from counsel, I find that Defendants' Motion should be GRANTED: I make the following findings of fact and conclusions of law in support thereof.

FINDINGS OF FACT²

1. I find that Plaintiffs and the Smith Defendants were previously parties to a residential real estate contract. Plaintiffs allege that the Smith Defendants breached the subject contract by failing to close on the property causing them damages.
2. I find that, after closing did not take place, Plaintiffs and the Smith Defendants executed a Release of Agreement/Contract to Buy and Sell Real Estate (Form 518). A copy of the Release was submitted to the Court at this hearing. The Plaintiffs did not disputed signing a release although they do allege they were under duress at the time of their signatures. It is undisputed that the Plaintiffs received their \$2,500.00 earnest money deposit after execution of the release.
3. I find that Plaintiffs also allege that the Smith Defendants engaged in tortious misconduct, specifically conduct which intentionally inflicted emotional distress. However, the pleadings regarding this tort claim are virtually identical to other causes of action in that Plaintiffs allege that a failed real estate closing rendered them homeless and caused them damages.
4. I find that the broad language of the release agreement encompasses all of Plaintiffs' contract-based claims against the Smith Defendants. As such, the Plaintiffs released

² The factual background, largely undisputed, is taken from the Complaint.

any claims they may have had against the Smith Defendants. Accordingly, summary judgment is appropriate as to all released claims.

5. I find that the allegations concerning intentional infliction of emotional distress simply do not rise to the level of conduct required to state a claim. Accordingly, this claim fails as a matter of law and I find that summary judgment is appropriate as to Plaintiffs' tort claims against the Smith Defendants.

CONCLUSIONS OF LAW

Summary judgment is appropriate where "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56, SCRCP. In this case, the Smith Defendants have demonstrated that contract-based claims were covered by a mutual release. There is no genuine dispute of material fact. While the Plaintiffs allege they were under duress, Plaintiffs have not even alleged sufficient facts which- if proven- would constitute duress.

Three factors must be proven in order to establish that a contract was procured through duress: "(1) that the person was coerced to enter into the contract; (2) that the person was put in such fear that he was bereft of the quality of mind essential to the making of a contract; and (3) that the contract was thereby obtained as a result of this state of mind." *Gainey v. Gainey*, 382 S.C. 414, 428, 675 S.E.2d 792 (Ct.App. 2009) (quoting *In re Nightingale's Estate*, 182 S.C. 527, 527, 189 S.E. 890, 897 (1937)). If a party's manifestation of assent is induced by an improper threat by the other party that leaves the victim with no reasonable alternative, the contract is voidable by the victim. *Gainey*, Id. at 428 (quoting *Willms Trucking Co., Inc. v. JW Constr. Co. Inc.*, 314 S.C. 170, 179, 442 S.E.2d 197, 202 (Ct. App. 1994)).

In this case, the Plaintiffs do not allege that they were forced to sign a release or that their free will was overcome. Rather, they allege that due to the background and failure of the underlying real estate closing, their mental state was impacted requiring brief treatment. However, this fails to rise to the level of duress sufficient to avoid the release agreement which Plaintiffs do not dispute they executed.

In order to recover for intentional infliction of emotional distress, the complaining party must establish that: (1) the defendant intentionally or recklessly inflicted severe emotional distress, or was certain, or substantially certain, that such distress would result from his conduct; (2) the conduct was so 'extreme and outrageous' so as to exceed 'all possible bounds of decency' and must be regarded as 'atrocious, and utterly intolerable in a civilized community;' (3) the actions of the defendant caused plaintiff's emotional distress; and (4) the emotional distress suffered by the plaintiff was 'severe' such that 'no reasonable man could be expected to endure it.' *Hansson v. Scalise Builders of South Carolina*, 374 S.C. 352, 650 S.E.2d 68 (2007) (quoting *Ford v. Hutson*, 276 S.C. 157, 276 S.E.2d 776 (1981)) [emphasis added]. "It is for the Court's determination whether the defendant's conduct may reasonably be regarded as so extreme and outrageous as to permit recovery, and only where reasonable persons might differ is the question one for the jury." *Id.* (quoting *Holtzscheiter v. Thomson Newspapers*, 306 S.C. 297, 302, 411 S.E.2d 664, 666 (1991)).

In this case, the Plaintiffs have simply not alleged the type of outrageous conduct which could rise to the level of intentional infliction of emotional distress. As such, their tort claims against the Smith Defendants fail as a matter of law.

Based on the above findings of fact, and conclusions of law derived therefrom, it is therefore **ORDRED, ADJUDGED, and DECREED:**

1. The Smith Defendants Motion for Summary Judgement is GRANTED as to all causes of action in Plaintiffs' Complaint.
2. This Order has no impact on remaining claims of parties.

IT IS SO ORDERED.

Anderson, South Carolina

R. Lawton McIntosh
Presiding Circuit Court Judge
[e-signature to follow]



Anderson Common Pleas

Case Caption: Matthew Moody , plaintiff, et al VS Timothy Smith , defendant, et al

Case Number: 2025CP0401823

Type: Order/Summary Judgment

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH