

STATE OF SOUTH CAROLINA)

COUNTY OF GEORGETOWN)

IN THE COURT OF COMMON PLEAS
THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2025-CP-22-00580

Jason J. Collins,)

Plaintiff,)

v.)

American Legion, Robert F. Roberts,)
Rodney Ward, Jerry Lee, Bruce Trefethern,)
Daniel Loper, Sheldon Tappin, Paul Evans,)
Bruce Cilley, Gary Page, Cliff McKenney,)
And Dennis Kost.)

Defendants.)

**Defendant American Legion Post 114's
Motion to Enforce Settlement, and/or to
Restore Defendant's Motion to Dismiss to
Docket and for Expedited Hearing****To:** Jason J. Collins, Pro Se

You will also please take notice, American Legion Post 114, hereinafter "Defendant" or "AL", by and through its undersigned attorney, will respectfully move before the Presiding Judge for the County of Georgetown, in open court at the Georgetown County Courthouse, 401 Cleland Street, Georgetown, South Carolina, 29440 at ten o'clock a.m. on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the parties' settlement reached August 14, 2025, (the "Agreement"). In the alternative, if the Court declines to enforce the Agreement, Defendant moves to restore Defendant's Motion to Dismiss to the docket at the earliest available date and for expedited consideration. Defendant further requests an award of reasonable attorney's fees and costs incurred as a result of Plaintiff's repudiation of the Agreement and the need to prepare and file this motion. This Motion is made pursuant to the South Carolina Rules of Civil Procedure, Rule 43(k), the South Carolina Uniform Electronic Transactions Act, S.C. Code Ann. § 26-6-10 et seq., Rule 11, SCRCF, and the Court's inherent authority to manage its docket. In support, Defendant shows as follows:

I. Relevant Facts

1. A hearing on Defendant's Motion to Dismiss was scheduled for the morning of August 14, 2025, before this Court.
2. Prior to the hearing, the parties engaged in settlement discussions by telephone, text messages, and email.
3. On the morning of the Hearing, while continuing to engage in settlement discussion, Plaintiff was unable, or purposefully, did not enter the waiting room for

the Web-X hearing, and the Court called his name multiple times and looked for Defendant in the hall. This matter was moved to the back of the docket.

4. While the Court entertained other hearings, the undersigned counsel spoke to Plaintiff and he agreed to settle. Based on this conversation, the undersigned sent an email to Plaintiff memorializing all material terms of a settlement (the “Offer Email”) and a text confirming the same (the “Offer Text”), when Plaintiff did not initially respond to the Offer Email.
5. Plaintiff replied by email and text: “I agree” (or words to that effect), thereby unambiguously assenting to the material terms (the “Acceptance Email”) and (the “Acceptance Text”).
6. In reliance on Plaintiff’s assent in three forms (two in writing), undersigned counsel promptly continued the pending hearing by agreement and informed the Court the matter was resolved, and dismissal will be forthcoming. Plaintiff never entered the digital or physical courtroom to put the settlement on the record. The undersigned counsel then papered the settlement, (“Settlement Agreement”) for signature by the parties.
7. After the Agreement had been reached and the hearing had occurred, in a text discussion later that afternoon, Plaintiff requested payment by the next day and indicated he would like an attorney to review the Settlement Agreement. Defendant AL indicated an attorney’s review would be no problem, but the ten-thousand-dollar settlement payment would not be exchanged until an agreement had been signed.
8. On August 20, 2025, AL reviewed and approved the Settlement Agreement, which mirrored the terms in the Offer Email and Offer Text, and the undersigned forwarded the final paperwork to Plaintiff on the same day by email at 4:22 pm.
9. At 4:457 pm, Plaintiff reneged, asserting he now requires more money and cited extraneous financial circumstances and refused to execute documents consistent with the agreed terms, the Settlement Agreement.
10. The parties’ email and text exchange contain the essential terms necessary to form a binding settlement agreement, and Plaintiff’s subsequent attempt to renegotiate does not vitiate his assent. This motion follows.
11. Attached As Exhibits A-C are Plaintiff and the undersigned’s text conversation, email exchange, and the Settlement Agreement.

II. Legal Standard and Argument

A. Settlement Agreements Are Enforceable Contracts.

Settlement agreements are contracts. Courts in South Carolina enforce settlements

where the parties' essential terms are clear and assented to, either (i) in a writing signed by the party to be charged, (ii) made on the record in open court, or (iii) "reduced to writing and signed by the parties and their counsel," Rule 43(k), SCRCP.

B. Electronic Assent Constitutes a Writing and Signature.

South Carolina has adopted the Uniform Electronic Transactions Act (UETA), S.C. Code Ann. § 26-6-10 et seq., which provides that a "signature" and "writing" may be electronic if the parties agree to conduct the transaction by electronic means. By negotiating and confirming settlement terms by email and text—and by Plaintiff's typed name and explicit written assent—Plaintiff provided an electronic signature sufficient to satisfy any writing requirement for settlement enforcement. See S.C. Code Ann. §§ 26-6-20, -60 (electronic signatures and records carry the same legal effect as their paper counterparts when parties engage electronically).

C. Rule 43(k), SCRCP, is satisfied or, alternatively, does not preclude enforcement.

Rule 43(k) generally requires that agreements affecting the conduct of a case be made on the record or reduced to a writing and signed. The written email exchange capturing all material terms, coupled with the UETA, meets the Rule's purpose—to ensure clarity and avoid disputes. Plaintiff's post-hoc refusal to sign formal documents does not undo his prior written assent to the agreed terms. Alternatively, if the Court deems Rule 43(k) unmet, the appropriate remedy is to restore Defendant's Motion to Dismiss to the docket forthwith and reset it for hearing.

D. Equity Favors Enforcement or Prompt Restoration, and Fees/Costs Are Warranted.

Defendant AL relied on Plaintiff's assent by continuing a duly-noticed motion hearing and incurring time and expense to finalize the settlement. Plaintiff's unilateral reversal has forced Defendant to prepare this motion and has caused unnecessary delay and cost. Courts possess inherent authority to award attorney's fees and costs where a party engages in bad faith conduct that abuses the judicial process. See, e.g., *Runyon v. Wright*, 322 S.C. 15, 471 S.E.2d 160 (1996) (recognizing inherent power to impose sanctions for bad faith conduct). Even if the Court declines to impose sanctions, an award of reasonable fees and costs associated with this motion is appropriate to make Defendant whole.

You will also take notice For the reasons herein set forth above, Defendant AL respectfully requests the Court issue an Order: (a) Enforcing the parties Settlement Agreement; and (b) Direct Plaintiff to execute the Settlement Agreement within five (5) business days, subject to attorney review if so desired by Defendant; and (c) In the alternative, sets Defendant AL's Motion to Dismiss for hearing at the Court's earliest convenience; and (d) Awards Defendant AL

reasonable attorney fees and costs incurred due to Plaintiff's repudiation of the Settlement Agreement and the need to file this motion; and (e) Grant such other and further relief as the Court deems just and proper. The undersigned affirms he communicated, orally or in writing, with Plaintiff prior to filing the within Motion pursuant to Rule 11(a), SCRCP.

Dated at Georgetown, South Carolina, on this 21st day of August, 2025.

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