

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Charles Ives,

Plaintiff,

vs.

Claude Campbell Properties, LLC, Barry
Campbell, and Sonja Campbell Parker,

Defendants.

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2024CP4004380

**ORDER GRANTING
SUMMARY JUDGMENT**

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Oct 28 2026

SC Court of Appeals

This matter came before the Court on August 31, 2026, on the Motion for Summary Judgment of Defendants Claude Campbell Properties, LLC, Barry Campbell, and Sonja Campbell Parker. Present at the hearing were Brian Autry and Johanna Valenzuela, counsel for Defendants, and Haley Hubbard, counsel for Plaintiff.

Based on its review of the pleadings, motions and memoranda, affidavits, other submissions, and arguments of counsel, the Court hereby GRANTS Defendants' Motion for Summary Judgment as to all causes of action in the Plaintiff's Amended Complaint.

I. BACKGROUND

This matter arises out of a settlement agreement between Plaintiff and Defendants (the "Settlement Agreement") that relates in part to a residential development project in Kershaw County named Spring Haven. The civil engineering design work for Spring Haven was performed by Hussey, Gay, Bell & DeYoung, Inc., Geo-Systems Design & Testing, Inc., and Joe A. Smith (collectively, the "Engineers"). The Settlement Agreement was entered on or about May 24, 2023, and makes internal references to a development contract entered into by the same parties on or about June 13, 2017.

In the Amended Complaint, Plaintiff alleges that Defendants breached the Settlement Agreement by failing to file a lawsuit against the Engineers for negligent design work related to Spring Haven. Plaintiff also alleges that Defendants engaged in a civil conspiracy among themselves to breach the Settlement Agreement to Plaintiff's detriment.

The Settlement Agreement states the following in regard to the lawsuit against the Engineers:

Developer [Plaintiff] and Owners [Defendants] have contemplated a civil action against Hussey Gay Bell, specific employees of Hussey Gay Bell, Geo-Systems Design & Testing, Inc. and Joe A. Smith [hereinafter "the Engineers")] related to certain negligent acts of Hussey Gay Bell...resulting in Owners losing a significant number of lots post-design, after construction started on the Spring Haven development.

Settlement Agreement, Section 4 (emphasis added).

[Plaintiff] and [Defendants] have agreed to immediately cooperate with one another in connection with filing this civil action, including but not limited to making its/their respective files available to one another and Counsel for [Defendants], along with making themselves available to one another and Counsel for [Defendants] to pursue a civil action against Hussey Gay Bell, specific employees of Hussey Gay Bell, Geo-Systems Design & Testing, Inc., and Joe A. Smith.

Id. (emphasis added).

The [Defendants] and [Plaintiff] specifically reserve its/their rights to pursue a civil action against Hussey Gay Bell [et al]...in connection with its/their negligence and/or mistakes associated with the Spring Haven Subdivision.

Id.

The Settlement Agreement does not include any other language specifically requiring Defendants to file a lawsuit against the Engineers.

As to the civil conspiracy cause of action, Plaintiff alleges that Defendants "fabricated" evidence to create a paper trail to shift blame to Plaintiff for Defendants' alleged failure to fulfill

their obligations under the Settlement Agreement. Plaintiff alleges that, because Defendants Campbell and Parker are siblings and have animosity toward him because of prior lawsuits, they must have conspired together to breach the Settlement Agreement in order to harm him. Plaintiff has not produced any documents or sworn testimony from anyone other than himself showing where Defendants conspired together to breach the Settlement Agreement or committed an overt act in furtherance of the alleged conspiracy.

II. STANDARD OF REVIEW

Rule 56 requires that summary judgment be granted:

If the pleadings, depositions, answers to interrogatories and admissions on file, together with affidavits, if any, show 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), SCRCPP. In determining whether summary judgment is proper, the Court must view all evidence in the light most favorable to the non-moving party. Bar v. City of Rock Hill, 330 S.C. 640, 642, 500 S.E.2d 157, 158 (Ct. App. 1998). Summary judgment is appropriate when it is clear there is no genuine issue of material fact, and the moving party is entitled to judgment as a matter of law. Silvester v. Spring Valley Country Club, 344 S.C. 280, 285, 543 S.E.2d 563, 566 (Ct. App. 2001).

A party seeking summary judgment has the initial burden of demonstrating the absence of the genuine issue of material fact. Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). Once the moving party carries its initial burden, the “opposing party must, under Rule 56(e), ‘do more than simply show that there is some metaphysical doubt as to the material facts’ but ‘must come forward with specific facts showing that there is a genuine issue for trial.’” Id. (quoting Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-87

(1986)). More than a mere scintilla is required to overcome summary judgment. Bravis v. Dunbar, 449 S.E.2d 485 (S.C. App. 1994).

III. FINDINGS

A. Breach of Contract

In a breach of contract action, the plaintiff has the burden of proving the existence of a contract, the breach of the contract, and damages caused by such breach. Branche Builders, Inc. v. Coggins, 386 S.C. 43, 48, 686 S.E.2d 200, 202 (Ct. App. 2009).

Section 4 of the Settlement Agreement is entitled “Potential Civil Action against Hussey Gay Bell and Geo-Systems Design & Testing, Inc.” (emphasis added). The first sentence of Section 4 says the parties “have contemplated a civil action” against Hussey Gay Bell and Geo-Systems Design & Testing, Inc. (emphasis added). The first sentence of the second paragraph states that Plaintiff and Defendants “have agreed to immediately cooperate with one another in connection with filing this civil action” (emphasis added). Finally, the last paragraph of Section 4 says only that Plaintiff and Defendants “specifically reserve its/their rights to pursue a civil action.” Nothing in the Settlement Agreement says that the parties are obligated to file the civil action against the Engineers.

In Paragraph 21 of the Amended Complaint, Plaintiff alleges that “it was the intent of the parties that Defendants . . . would be responsible for filing the civil action.” The intent of the parties is irrelevant given the unambiguous language of the Settlement Agreement. The Settlement Agreement, in Section 5, contains a merger clause prohibiting any oral discussions, intent, other statements, or representations not captured in the terms of the Settlement Agreement from being used to interpret the obligations of the parties.

The Settlement Agreement speaks for itself, and there is no language in the Settlement Agreement that requires Defendants to *file* a lawsuit. Since filing a lawsuit is not an express obligation of Defendants under the Settlement Agreement, the fact that they did not file a lawsuit cannot be a breach of the Settlement Agreement.

Therefore, the Court finds that there is no genuine issue of material fact as to Plaintiff's breach of contract cause of action, and Defendants are entitled to dismissal of the same as a matter of law.

B. Civil Conspiracy

In South Carolina, a civil conspiracy claim must establish (1) the combination or agreement of two or more persons, (2) to commit an unlawful act or a lawful act by unlawful means, (3) together with the commission of an overt act in furtherance of the agreement, and (4) damages proximately resulting to the plaintiff. Paradis v. Charleston Cty. Sch. Dist., 433 S.C. 562, 861 S.E.2d 774 (2021). “[I]n civil conspiracy, the gravamen of the tort is the damage resulting to plaintiff from an overt act done pursuant to a common design.” Hackworth v. Greywood at Hammett, 385 S.C. 110, 115, 682 S.E.2d 871, 874 (Ct. App. 2009). “In a civil conspiracy claim, one must plead additional acts in furtherance of the conspiracy separate and independent from other wrongful acts alleged in the complaint, and the failure to properly plead such acts will merit the dismissal of the claim.” Hackworth, 385 at 115-116.

Even if Plaintiff can show an agreement among Defendants to harm him, Plaintiff fails to provide evidence of an “overt act” committed by Defendants in furtherance of the conspiracy. There is no evidence in the record showing that Defendants or their lawyer, Joey Floyd, “fabricated” any information. Plaintiff has not provided the Court with any document or sworn testimony supporting such a claim. There is also no evidence in the record supporting Plaintiff's

allegations that Defendants' refusal to assign their potential claims against the Engineers to him was done as an overt act in furtherance of any conspiracy.

Therefore, the Court finds that there is no genuine issue of material fact relating to an overt act committed by Defendants in furtherance of a conspiracy. As such, Plaintiff cannot prove all elements necessary to sustain his civil conspiracy cause of action, and the same must be dismissed as a matter of law.

For the foregoing reasons, the Court finds that Plaintiff's causes of action against Defendants for breach of contract and civil conspiracy fail as a matter of law, and Defendants are entitled to summary judgment in their favor on those causes of action.

IT IS THEREFORE ORDERED that Defendants' Motion for Summary Judgment is GRANTED and all claims alleged by Plaintiff in the Amended Complaint are DISMISSED, with prejudice.

AND IT IS SO ORDERED.

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Richland Common Pleas

Case Caption: Charles Ives vs Claude Campbell Properties Llc , defendant, et al
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So Ordered

s/ Daniel Coble, 2774