

THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

**THE STATE OF SOUTH CAROLINA
In The Supreme Court**

Ophthalmology Associates of Charleston, P.A.,
Respondent,

v.

Millin C. Budev, M. D., Appellant.

Appellate Case No. 2011-187386

Appeal From Charleston County
Deadra L. Jefferson, Circuit Court Judge

Memorandum Opinion No. 2012-MO-029
Heard June 6, 2012 – Filed July 18, 2012

AFFIRMED

Sarah Patrick Spruill of Haynsworth Sinkler Boyd,
of Greenville, and Joseph DuRant Thompson, III of
Haynsworth Sinkler Boyd, of Charleston, for
Appellant.

Marvin I. Oberman and Harold Alan Oberman, both
of Oberman & Oberman, of Charleston, for
Respondent.

PER CURIAM: We affirm pursuant to Rule 220(b)(1), SCACR, and the following authorities: *D.A. Davis Constr. Co. v. Palmetto Props., Inc.*, 281 S.C. 415, 418, 315 S.E.2d 370, 372 (1984) ("In construing a contract, it is axiomatic that the main concern of the court is to ascertain and give effect to the intention of the parties. It is the court's duty to enforce the contract regardless of its wisdom or folly or apparent unreasonableness."); *Sermons v. Caine & Estes Ins. Agency, Inc.*, 275 S.C. 506, 509, 273 S.E.2d 338, 339 (1980) (finding a two or three year temporal restriction in an employment contract justifiable); *Rental Unif. Serv. of Florence, Inc. v. Dudley*, 278 S.C. 674, 676, 301 S.E.2d 142, 143 (1983) ("A geographic restriction is generally reasonable if the area covered by the restraint is limited to the territory in which the employee was able, during the term of his employment, to establish contact with his employer's customers."); *Tate v. LeMaster*, 231 S.C. 429, 441, 99 S.E.2d 39, 45-46 (1957) ("Thus, where the sum stipulated is reasonably intended by the parties as the predetermined measure of compensation for actual damages that might be sustained by reason of nonperformance, the stipulation is for liquidated damages.").

AFFIRMED.

**TOAL, C.J., PLEICONES, BEATTY, KITTREDGE and HEARN, JJ.,
concur.**