

STATE OF SOUTH CAROLINA
 COUNTY OF BERKELEY
 IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-08-2345

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OCT 01 2015

SC Court of Appeals

Yeros Investments, LLC

Green Solar Manufacturing, LLC, Glenn Ford
 and SouthCoast Community Bank

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or
	<input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

15 AUG -6 PM 2:51
 BERKELEY COUNTY, SC
 COURT OF COMMON PLEAS
 FILED
 [Handwritten initials]

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE PUBLIC INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Yeros Investments, LLC	Glenn Ford	\$283,000
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

[Handwritten Signature]
 Circuit Court Judge

2117
 Judge Code

7/29/15
 Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO: 2013-CP-08-2345

YEROS INVESTMENTS, LLC,)
)
Plaintiff,)
)
v.)
)
GREEN SOLAR MANUFACTURING,)
LLC, GLENN FORD, AND)
SOUTHCOAST COMMUNITY BANK,)
)
Defendants.)

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ORDER GRANTING PLAINTIFF'S
MOTION FOR Court of Appeals
PARTIAL SUMMARY JUDGMENT

FILED
15 AUG -6 PM 2:51
CLERK OF COURT
BERKELEY COUNTY, S.C.

On July 7, 2015, this Court conducted a hearing on Plaintiff Yeros Investments, LLC's ("Yeros") Motion for Partial Summary Judgment as to the claims against Defendant Glenn Ford and the Counterclaim asserted by Glenn Ford. Attorney Matt Tillman appeared for the Plaintiff. Defendant Glenn Ford, who is proceeding *pro se*, did not appear. Mr. Tillman represented to the Court that he notified Mr. Ford of the hearing, and the Court marked a June 22, 2015 email from Mr. Tillman to Mr. Ford attaching the hearing notice as *Exhibit 1*.¹ The Court also reviewed Glenn Ford's Answer and Counterclaim.

Yeros holds two judgments against Global Building Solutions, LLC. See Affidavit of James Patenaude at ¶¶ 5, 6. On April 4, 2013, Glenn Ford d/b/a Green Solar Companies, an unincorporated entity, entered into an agreement with GBS by which he purchased certain equipment from GBS, in addition to certain marketing and distribution rights ("GBS Agreement"). The contract called for payment of \$175,000, and three yearly payments of \$108,000, with a one year grace period. On June 10, 2013, Glenn Ford removed the equipment

¹ Mr. Ford previously requested a continuance of the May 14, 2015 hearing on this same motion by emailing a Motion for Continuance to the Court on May 13, 2015.

from facilities owned by Yeros. See Affidavit of James Patenaude at ¶ 8. Glenn Ford has never made any of the payments required under the GBS Agreement. GBS assigned all of its rights under the GBS Agreement to Yeros. The Court marked the Assignment Agreement as *Exhibit 2*.

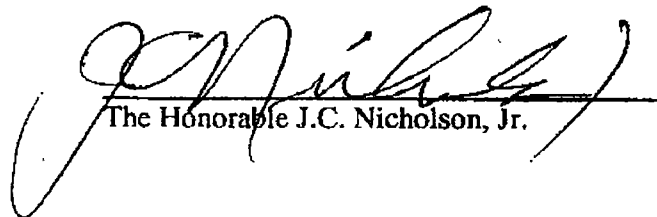
There is no genuine issue of material fact concerning the existence of the GBS Agreement, the assignment of that Agreement to Yeros, or Glenn Ford's failure to pay the amounts presently owed under the GBS Agreement. Indeed, when interpreting the GBS Agreement in the light most favorable to Glenn Ford, it clearly calls for a down payment of \$175,000 and an additional \$108,000 on or before April 4, 2015 (with the one year grace period). There is no evidence that any amount has been paid.

Glenn Ford also asserted a counterclaim for quantum meruit against Yeros. There is no evidence that Yeros was unjustly enriched as a result of any action by Defendant Glenn Ford.

THEREFORE, it is hereby ordered:

1. Plaintiff Yeros Investments, LLC's motion for partial summary judgment is GRANTED and Yeros is entitled to judgment against Defendant Glenn Ford in the amount of \$283,000;
2. Plaintiff Yeros Investments, LLC's motion for summary judgment as to Defendant Glenn Ford's counterclaim is hereby GRANTED; and
3. This order shall be without prejudice to Plaintiff's rights to pursue collection of additional amounts that have not yet come due under the terms of the GBS Agreement.

July 29, 2015
Moncks Corner, South Carolina


The Honorable J.C. Nicholson, Jr.