

STATE OF SOUTH CAROLINA  
COUNTY OF CHESTER

Chris N. Domnick,

Plaintiff,

v.

Frank Leroy Domnick, Jr. and Shelly L.  
Domnick,

Defendants,

IN THE COURT OF COMMON PLEAS

Civil Action No: 2013-CP-12-00322

FINAL ORDER OF JUDGMENT

FILED  
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CLERK OF COURT  
CHESTER CO S.C.

This matter came before me for bench trial on November 9, 2015 at the Chester County Courthouse. Attorneys D. Alan Lazenby and Ginger D. Goforth appeared for Plaintiff. Attorney Megan Gaston appeared for Defendants. Plaintiff Chris N. Domnick brought claims against Defendants Frank Leroy Domnick, Jr. and Shelly L. Domnick for breach of contract, breach of contract accompanied by a fraudulent act, fraud, constructive fraud, and quantum meruit.

Chris Domnick, Frank Domnick, and Shelly Domnick gave testimony and presented evidence. Based upon this testimony and the evidence presented, and my judgment of the weight of the evidence and testimony and the credibility of the witnesses, I make the following findings:

- (1) Chris Domnick and Frank Domnick entered into a valid and binding written contract on September 4, 2009.
- (2) The contract contained clear and unambiguous terms, and it secured payment to Chris Domnick from Frank Domnick of an ongoing series of loans that had already been made, and were anticipated to be made, from Chris Domnick to Frank Domnick.

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- (3) Shelly Domnick was not a party to this contract.
- (4) Chris Domnick lent \$2,200 to Frank Domnick on July 21, 2009.
- (5) Chris Domnick lent \$32,000 to Frank Domnick on August 4, 2009.
- (6) Chris Domnick lent additional funds to Frank Domnick in reliance on this contract, for a total loan amount of \$55,000. This total is admitted and affirmed by Frank Domnick's Answer, filed August 26, 2013, his Motion to Dismiss, filed October 9, 2013, and in Plaintiff's Exhibits 4, 5, and 6 all acknowledging a total debt owed under the contract of \$55,000.
- (7) Frank Domnick made payments under the contract in the amount of \$12,000 as evidenced by Plaintiff's Exhibits 4, 5, and 6. The remaining amount owed to Chris Domnick is \$43,000.
- (8) I do not find Frank or Shelly Domnick's testimony concerning additional funds paid to Chris Domnick or services alleged to be credited by Chris Domnick to the loan (such as moving and storage expenses) to be credible or supported by written documentation. Frank Domnick is not entitled to any offsets for these alleged amounts.
- (9) Chris Domnick's testimony in this matter is more credible than Frank Domnick's testimony.
- (10) I do not find evidence of fraud, and therefore dismiss Plaintiff's fraud-related claims.
- (11) Plaintiff is entitled to an award of \$43,000 in actual damages against Defendant Frank Domnick based upon his breach of contract claim.
- (12) Frank Domnick clearly agreed to pay legal fees and court costs under the September 4, 2009 agreement.

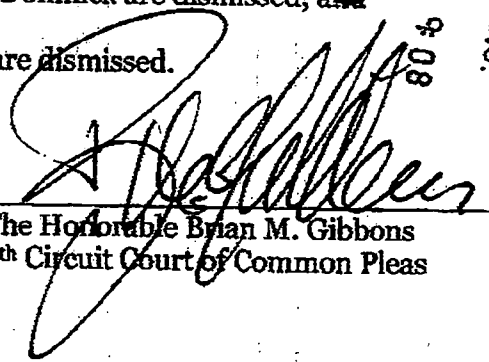
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(13) Plaintiff's counsel submitted invoices totaling \$22,479 in attorney's fees and costs. Both counsel presented arguments on the attorney's fees issue. These documents and arguments reflected the nature and difficulty of pursuing and proving Plaintiff's case and denoted the substantial time devoted to the matter on Plaintiff's behalf. Further, Plaintiff's counsel is of sound professional standing, charged a reasonable and customary rate for services, and obtained beneficial results for Plaintiff. I therefore find that Plaintiff is entitled to an award of attorney's fees in the amount of \$17,000.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** that

- a. Plaintiff Chris Domnick is entitled to a judgment on his breach of contract claim against Defendant Frank Domnick in the amount of \$43,000;
- b. Plaintiff Chris Domnick is entitled to an award of attorney's fees and costs in the amount of \$17,000;
- c. Plaintiff's claims against Shelly Domnick are dismissed; and
- d. Plaintiff's fraud-related claims are dismissed.

**IT IS SO ORDERED.**

  
The Honorable Bryan M. Gibbons  
6<sup>th</sup> Circuit Court of Common Pleas

10/17, 2015  
        , South Carolina

