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APR 12 2016

SC Court of Appeals

FORM 4

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

JUDGMENT IN A CIVIL CASE  
CASE NO. 2013-CP-07-2131

JRC PROPERTIES, LLC,  PLAINTIFF(S)	DENNIS CORPORATION, a South Carolina Corporation, and DANIEL R. DENNIS, III,  DEFENDANT(S)
Submitted by: Sean Michael Bolchoz	Attorney for: <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant <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.  See Page 2 for additional information.
- ACTION DISMISSED. (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), 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: \_\_\_\_\_

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 JUDGMENT 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)
JRC PROPERTIES, LLC	DENNIS CORPORATION AND DANIEL R. DENNIS, III	\$69,024.50
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

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.

Circuit Court Judge

Judge Code

Date

3069

3/23/16

2015 MAR 23 PM 3:26  
CLERK OF COURT  
SOUTH CAROLINA  
COURT OF APPEALS

**For Clerk of Court Office Use Only**

This judgment was entered on the 23 day of March, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this 25 day of March, 2016 to attorneys of record or to parties (when appearing *pro se*) as follows:

S. Belcher

S. J. Meard

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

[Signature]  
CLERK OF COURT

**COURT REPORTER:**

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

[Lined area for additional information]

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF BEAUFORT )  
 )  
 JRC PROPERTIES, LLC, )  
 )  
 )  
 Plaintiff, )  
 v. )  
 )  
 DENNIS CORPORATION, a South )  
 Carolina Corporation, and DANIEL R. )  
 DENNIS, III, )  
 )  
 Defendants. )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
 CASE NO. 2013-CP-07-02131

**FINAL ORDER AND JUDGMENT**

**RECEIVED**  
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 SC Court of Appeals  
 2016 MAR 23 PM 3:26

THIS MATTER comes before this Court by virtue of an Order of Reference dated September 22, 2015, and pursuant to the pleadings of the Plaintiff, JRC Properties, LLC (“JRC”), which assert causes of action against the Defendants for breach of contract (a commercial lease), conversion and violation of the S.C. Unfair Trade Practices Act (UTPA);

A BENCH TRIAL in this matter was held before this Court on January 25, 2016; present at the trial were Plaintiff’s counsel, Sean Bolchoz, and Rollin McKim, as representative of and for the Plaintiff; and Defendants’ counsel, S. Jahue Moore, Defendant Dan Dennis (“Dennis”) and two witnesses;

HAVING TAKEN witness testimony, and having reviewed the evidence presented and having heard the arguments of counsel, I find and conclude as follows:

**FINDINGS OF FACT AND CONCLUSION OF LAW**

1. The Plaintiff and Defendant Dennis Corporation entered into a written commercial lease (“Lease”) of an office space unit located at 6 Buckingham Plantation Drive in Bluffton, South Carolina; the written lease was executed by the parties in 2008. The Lease is an enforceable contract between the Plaintiff and Defendant Dennis Corporation.
2. The Lease term was for five (5) years, but Defendant Dennis Corporation exercised the right to early termination of the Lease under Section 2.2 by

providing written notice of early termination via letter from Defendant Dennis dated January 21, 2011; the termination was effective January 31, 2011.

3. At the time of the Defendants' early termination under Section 2.2, the rent was in arrears for four months (October, November, December of 2010 and January of 2011). McKim testified that this rent was never paid, despite efforts by the Plaintiff to recover these amounts from the Defendants. At trial, Defendant Dennis confirmed that this rent has never been paid.
4. Under Section 8.3 of the Lease, if any installment of rent goes unpaid for fifteen days, the Plaintiff is entitled to assess a late charge of five (5%) percent of the balance due. Also under Section 8.3 of the Lease, the Plaintiff is entitled to assess late charges of 1.5 percent of the balance due for each thirty day period the balance goes unpaid.
5. The monthly rental amount at the time Defendant Dennis Corporation exercised the early termination was Four Thousand Nine Hundred Ninety and 67/100 (\$4,990.67) Dollars. Multiplying this figure by four months equals Nineteen Thousand Nine Hundred Sixty-Two and 68/100 (\$19,962.68) Dollars. The five percent charge on the unpaid balance for four months equals Two Thousand Four Hundred Ninety-Five and 33/100 (\$2,495.33) Dollars. The 1.5 percent charge on the unpaid balance for the first four months of the arrearage equals Two Hundred Ninety-Nine and 44/100 (\$299.44) Dollars. Added together, this equals a total of Twenty-Two Thousand Seven Hundred Fifty-Seven and 45/100 (\$22,757.45) Dollars ("Base Rental Claim").
6. The Plaintiff also claimed physical property damage stemming from the Defendants' use of the unit, in the amount of Seven Thousand Four Hundred Twenty-One and 66/100 (\$7,421.66) Dollars, reduced by a credit of Four Thousand Six Hundred Seventy-Eight and 75/100 (\$4,678.75) Dollars,<sup>1</sup> for total property damage in the amount of Two Thousand Seven Hundred Forty-Two and 91/100 (\$2,742.91) Dollars. Although neither of the Defendants objected at the time to the application of the security deposit to Plaintiff's claimed property

damage, I do not feel that the Plaintiff carried its burden of proof as to the entirety of the physical property damage claim; instead, I feel the Plaintiff demonstrated a total property damage claim in the amount of One Thousand Three Hundred Fifty and No/100 (\$1,350.00) Dollars (“Property Damage”).

7. Adding the Property Damage to the Base Rental Claim results in a figure of Twenty-Four Thousand One Hundred Seven and 45/100 (\$24,107.45) Dollars. Given that Defendant Dennis Corporation is entitled to a credit in the amount of the security deposit paid at the commencement of the Lease, this figure should be reduced by Four Thousand Six Hundred Seventy-Eight and 75/100 (\$4,678.75) Dollars, to Nineteen Thousand Four Hundred Twenty-Eight and 70/100 (\$19,428.70) Dollars (“Principal Claim”).
  1. Multiplying the Principal Claim by the 1.5 percent charge equals Two Hundred Ninety-One and 43/100 (\$291.43) Dollars; multiplying that figure by 60 months (February of 2011 to February of 2016) equals Seventeen Thousand Four Hundred Eighty-Five and 80/100 (\$17,485.80) Dollars; this figure should be added to the Principal Claim, for a principal judgment amount of Thirty-Six Thousand Nine Hundred Fourteen and 50/100 (\$36,914.50) Dollars.
  2. Under Section 8.3 of the Lease, the Plaintiff is entitled to recover its reasonable actual attorney’s fees and costs of collection incurred in collecting the unpaid rent and other charges from Defendant Dennis Corporation. The Plaintiff submitted an attorney’s fee affidavit reflecting attorney’s fees and costs incurred in this case in the amount of Thirty-Two Thousand One Hundred Ten and No/100 (\$32,110.00) Dollars. At trial, Defendants’ counsel cross-examined Plaintiff’s counsel extensively regarding the basis for the fees. Furthermore, Plaintiff’s counsel, pursuant to this Court’s instructions, delivered to this Court, for *in camera* review, invoices spanning more than two years for legal services provided to the Plaintiff. Upon reviewing all of the foregoing, and taking into account the standards applied in *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993), namely: i) the nature, extent and difficulty of the legal services rendered;

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<sup>1</sup>This represents Defendant Dennis Corporation’s security deposit, paid at the commencement of the Lease.

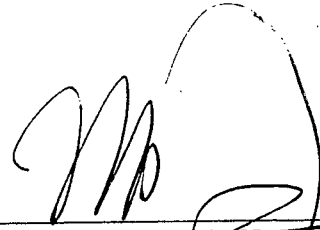
ii) the time and labor necessarily devoted to the case; iii) the professional standing of counsel; iv) the contingency of compensation; v) the fee customarily charged in the locality for similar legal services; and vi) the beneficial results obtained, I find that the Plaintiff's attorney's fees and costs are reasonable, and award same to the Plaintiff.

3. In addition to its claim for breach of the Lease, the Plaintiff also asserted causes of action against both Defendants for conversion and violation of the UTPA. At the close of the Plaintiff's case-in-chief, the Plaintiff moved to dismiss the UTPA claim and I granted the motion; I do not believe the Plaintiff carried the burden of proof at trial with regard to this claim. At the close of all the evidence, the Defendants moved to dismiss the cause of action for conversion, and I granted this motion, as well, as I do not believe that the Plaintiff carried its burden of proof with regard to this cause of action, either.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

- A. The Plaintiff shall have judgment against Defendant Dennis Corporation in the amount of Thirty-Six Thousand Nine Hundred Fourteen and 50/100 (\$36,914.50) Dollars; the Plaintiff is also awarded attorney's fees and costs in the amount of Thirty-Two Thousand One Hundred Ten and No/100 (\$32,110.00) Dollars, for a total judgment against Dennis Corporation in the amount of Sixty-Nine Thousand Twenty-Four and 50/100 (\$69,024.50) Dollars.
- B. In light of the provision in Section 8.3 of the parties' Lease regarding attorney's fees and costs of collection, the Plaintiff shall have the right to petition this Court in the future for any additional attorney's fees and costs of collection incurred for its efforts in collecting the aforesaid judgment against Defendant Dennis Corporation.

**IT IS SO ORDERED.**



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The Honorable Marvin H. Dukes, III/  
Beaufort County Master-in-Equity and  
Special Circuit Court Judge

Beaufort, South Carolina

3/23, 2016

H:\H to M Clients\McKim, Rollin - BL006\final order and judgment.wpd