

**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 Court of Appeals**

Tammy Vance and David Montorio, on behalf of
themselves and all others similarly situated, Respondents,

v.

Horry Electric Cooperative, Appellant.

Appellate Case No. 2015-000641

Appeal From Horry County
Benjamin H. Culbertson, Circuit Court Judge

Unpublished Opinion No. 2016-UP-335
Submitted April 1, 2016 – Filed June 29, 2016

AFFIRMED

Pope D. Johnson, III, of Pope D. Johnson, III, Attorney at
Law, of Columbia, for Appellant.

Natale Fata, of Nate Fata, PA, of Surfside Beach; and
James L. Ward, Jr., Thomas Christopher Tuck, and
Catherine H. McElveen, all of Richardson Patrick
Westbrook & Brickman, LLC, of Mt. Pleasant, for
Respondents.

PER CURIAM: Affirmed pursuant to Rule 220(b), SCACR, and the following authorities: *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 241, 672 S.E.2d 799, 802 (Ct. App. 2009) ("In South Carolina jurisprudence, settlement agreements are viewed as contracts."); *Silver v. Aabstract Pools & Spas, Inc.*, 376 S.C. 585, 590, 658 S.E.2d 539, 541 (Ct. App. 2008) ("An action to construe a contract is an action at law."); *Townes Assocs. Ltd. v. City of Greenville*, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976) ("In an action at law, on appeal of a case tried without a jury, the findings of fact of the [court] will not be disturbed upon appeal unless found to be without evidence which reasonably supports the [court]'s findings."); *M & M Grp., Inc. v. Holmes*, 379 S.C. 468, 476, 666 S.E.2d 262, 266 (Ct. App. 2008) ("To discover the intention of a contract, the court must first look to its language—if the language is perfectly plain and capable of legal construction, it alone determines the document's force and effect." (quoting *Ecclesiastes Prod. Ministries v. Outparcel Assocs., L.L.C.*, 374 S.C. 483, 498, 649 S.E.2d 494, 501 (Ct. App. 2007))); *id.* ("If practical, documents will be interpreted to give effect to all of their provisions."); *id.* ("The primary test of a contract's character is 'the intention of the parties, such intention to be gathered from the whole scope and effect of the language used.'" (quoting *Barnacle Broad., Inc. v. Baker Broad., Inc.*, 343 S.C. 140, 147, 538 S.E.2d 672, 675 (Ct. App. 2000))).

AFFIRMED.¹

LOCKEMY, C.J., and WILLIAMS and MCDONALD, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.