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COPY

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Team IA, Inc.,

Petitioner,

vs.

Cicero Lucas,

Respondent.

IN THE COURT OF COMMON PLEAS

Civil Action No. 2009–CP-32-1078

ORDER DENYING TEAM IA, INC.'S MOTION TO RECONSIDER, ALTER OR AMEND

INTRODUCTION AND PROCEDURAL POSTURE

Team IA, Inc. ("Plaintiff") initiated Supplemental Proceedings in this matter to collect on its underlying judgment against Cicero Lucas ("Defendant"). Plaintiff argues that it is entitled to "any and all" attorney's fees it incurs, including any fees and costs related to any trial, appeal, statutory Supplemental Proceedings, and bankruptcy proceedings. Defendant argues that Plaintiff is not entitled to post-judgment attorney's fees or costs arising from this separate Supplemental Proceeding action. The parties requested that the Court issue a ruling on whether Plaintiff may add its post-judgment attorney's fees to the underlying judgment. After hearing the parties' arguments, the Court entered its Order on December 22, 2016 (the "Order"), wherein it held Plaintiff had no legal right to add any of its post-judgment attorney's fees and expenses to the outstanding judgment amount.

Plaintiff filed and served its Motion to Reconsider, Alter or Amend the Order (the "Motion") on January 13, 2017, and Defendant filed its Response in Opposition to Team IA, Inc. Motion to Reconsider, Alter or Amend (the "Response") on March 6, 2017. The Court held a hearing on the Motion on March 29, 2017. Upon reviewing the record presented and considering the parties' arguments, the Court denies Plaintiff's Motion and finds no need to alter or amend its

Order filed on December 22, 2016.

STANDARD OF REVIEW

The purpose of Rule 59(e), SCRCP, whereby a party seeks to alter or amend a judgment, is for the trial judge to "reconsider matters properly encompassed in a decision on the merits." *Arnold v. State*, 309 S.C. 157, 172, 420 S.E.2d 834, 842 (1992); *see also Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 23-24, 602 S.E.2d 772, 779-80 (2004). "A party *may* wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it. A party *must* file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review." *Elam*, 361 S.C. at 24, 602 S.E.2d at 780. A party cannot use a motion to reconsider, alter or amend a judgment to present an issue that could have been raised prior to the judgment but was not. *See Johnson v. Sonoco Prods. Co.*, 381 S.C. 172, 177, 672 S.E.2d 567, 570 (2009); *Hickman v. Hickman*, 301 S.C. 455, 456, 392 S.E.2d 481, 482 (Ct. App. 1990).

ISSUES PRESENTED

1. Did the Court err in holding that the doctrine of merger precluded Plaintiff from relying on the attorney's fees provision in the Employment Agreement as a basis to add its post-judgment attorney's fees to the judgment?

2. Did the Court err in holding that the attorney's fees provision in the Employment Agreement, which states that ". . . any and all reasonable attorney's fees, expenses and court costs incurred in connection with the enforcement of Employer's rights hereunder. . ." is capable of at least two interpretations and cannot provide for Plaintiff to recover post-judgment attorney's fees?

3. Did the Court err in finding that certain practical and public policy concerns

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support the Court's decision to deny Plaintiff's request for recovery of post-judgment attorney's fees?

ANALYSIS

1. The Doctrine of Merger

Regarding the first issue , Plaintiff argues that the Court erred in its Order by holding that the doctrine of merger provides that the specific terms of the Employment Agreement merged into the judgment and, therefore, precluded Plaintiff's post-judgment reliance upon Paragraph VII(G) of the Employment Agreement (the "Attorney's Fees Provision") to support its request for post-judgment attorney's fees. To support this argument, Plaintiff first contends the merger doctrine stated in *Ryan v. S. Mut. Bldg. & Loan Ass'n*, 50 S.C. 185, 27 S.E. 618, 619-20 (1897), as cited in the Order, was actually an example of claim preclusion rather than an example of merging contract terms into a judgment. Plaintiff argues that the principles of claim preclusion would not prohibit the addition of post-judgment attorney's fees to the judgment because that issue was not adjudicated by the Circuit Court. Plaintiff next argues that certain examples exist under South Carolina case law to support its argument that the doctrine of merger does not merge all terms of the contract into the judgment, such as the contract interest rate being allowed for calculating post-judgment interest instead of the default statutory rate. *See Turner Coleman, Inc. v. Ohio Constr. & Eng'g, Inc.*, 272 S.C. 289, 292, 251 S.E.2d 738, 740 (1979).

Conversely, Defendant argues that the Court correctly held this doctrine precludes Plaintiff from adding its post-judgment attorneys' fees to the judgment because all terms of the Employment Agreement related to damages recoverable against Defendant merged into the judgment amount. In response to Plaintiff's arguments, Defendant disagrees that the doctrine of merger stated in *Ryan* was merely a nineteenth century version of claim preclusion because claim

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preclusion principles were already established by 1897, and the *Ryan* court would have used those terms instead of the doctrine of merger if they meant that. *See, e.g. Hart v. Bates*, 17 S.C. 35, 40 (S.C. 1882) ("The doctrine of '*res judicata*' is very far-reaching and effective. It is founded on principles of the wisest policy, because the peace and order of society require that a matter once litigated should not again be drawn in question between the same parties or those claiming through them."); *Hyatt v. McBurney*, 15 S.C. 393, 402 (S.C. 1881) ("To that decision, however, the appellants were not parties, and the court, in pronouncing judgment, expressly declared that it would not bind the appellants. This decision, therefore, is not *res judicata* as to them, and it has no binding force here."). Defendant further argues that the Court's Order also relies on much more recent case law support for the doctrine of merger from the Fourth Circuit Court of Appeals in 2012, Maryland in 2009, Idaho 1992 and Washington in 1990, which are much more factually akin to the facts at bar.

Regarding Plaintiff's second argument that the doctrine of merger is inapplicable, Defendant contends that Plaintiff's reliance on *Turner Coleman* and its progeny, which relate to allowance of the contract rate of interest in post-judgment interest calculations, clearly differs from an analysis of post-judgment attorney's fees because post-judgment interest, in general, is allowed by statute, where post-judgment attorney's fees are not. S.C. Code Ann. § 34-31-20 shows the legislature's clear intent to provide judgment creditors with post-judgment interest accrual and provides for a default statutory rate to be published by the Supreme Court each year.[1] Attorneys' fees are the exact opposite. The assumption under the well-settled American Rule is that each party must pay its own attorney's fees and costs unless fee-shifting is authorized by

[1] S.C. Code Ann. § 34-31-20(B) states, "A money decree or judgment of a court enrolled or entered *must* draw interest according to law." The statutory rate under this statute is applicable only in the absence of a written agreement between the parties setting a different rate of interest. *Turner Coleman, Inc. v. Ohio Construction & Engineering, Inc.*, 272 S.C. at 289, 251 S.E.2d at 741.

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contract or statute. *Jackson v. Speed*, 326 S.C. 289, 308, 486 S.E.2d 750, 759 (1997) (citing *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 427 S.E.2d 659 (1993)).

The Court does not find Plaintiff's arguments related to the doctrine of merger persuasive and, therefore, reiterates the conclusion stated in the Order that the doctrine of merger merged the terms of the Employment Agreement into the judgment, precluding Plaintiff from relying on the Attorney's Fees Provision.

2. The Language of the Attorney's Fees Provision in the Employment Agreement

A. The Attorney's Fees Provision is Ambiguous

Well established South Carolina law holds that if a contract is ambiguous, then evidence outside the contract may be examined to determine the intent of the parties. Here, there is no persuasive evidence to show (1) who drafted the contract nor (2) evidence of the parties intentions regarding the terms. As a doctrine of interpretation applied to general contract law, *contra proferentem* is a doctrine last resort. Therefore, when both parties have equal bargaining power, the court will first attempt to determine the parties' mutual intent by considering the terms of the agreement without resort to extrinsic evidence or construing the agreement against the drafter. If the parties' intent cannot be determined on the face of the agreement, the court will consider extrinsic evidence and construe the agreement against the drafter.

The parties do not dispute that the language of the Attorney's Fees Provision does not use the express term "post-judgment attorney's fees"; however, Plaintiff argues that the Court erred in finding the language of the Attorney's Fees Provision is insufficient to except the fees in this case from the American Rule. Paragraph VII(G) of the Employment Agreement states as follows:

> **Fees, Costs and Expenses:** In the event Employer must enforce any of the rights herein granted to it through an attorney, Employee shall be liable for any and all

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reasonable attorney's fees, expenses, and court costs incurred in connection with the enforcement of Employer's rights hereunder.

See the Order on Post-Trial Motions filed by the Circuit Court on November 24, 2015 (the "Order on Post-Trial Motions"), at page 29.

Plaintiff argues that "any and all" as used in the Attorney's Fees Provision means "everything" and should be interpreted as a completely unqualified right for Plaintiff's recovery of attorney's fees and expenses. Defendant contends that the attorney's fees recoverable by Plaintiff against Defendant through the Attorney's Fees Provision is limited, both in its wording (it references the Employment Agreement, and not a judgment) and by the doctrine of merger, and that the Attorney's Fees Provision should be interpreted to allow fees and expenses only if "incurred in connection with the enforcement of Employer's rights [under the Employment Agreement]," which right ended when the Employment Agreement merged into the judgment.

In the Order, the Court noted that the Attorney's Fees Provision is capable of two interpretations: (1) a broad, universal interpretation posited by Plaintiff; or (2) a narrower interpretation posited by Defendant that would allow recovery of "any and all" fees for such pre-judgment actions taken to enforce the Employment Agreement such as (a) pre-litigation mediation or demand letters; (b) injunctive action; (c) arbitration; (d) mediation at the trial level to enforce the contract; or (e) trial for money damages. The Circuit Court did not rule at the trial level on whether the Attorney's Fees Provision applied to post-judgment attorney's fees or on who drafted the Employment Agreement in its Order on Post-Trial Motions, or in any other written ruling. In its Order on Post-Trial Motions, the Circuit Court merely tracked the language of the Employment Agreement to find that Plaintiff was entitled to pre-judgment attorney's fees and expenses. *See* Order on Post-Trial Motions, page 28.

Plaintiff and Defendant presented no factual issues to the Court regarding Plaintiff's

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Motion; the only issues are legal issues, one of which is how to interpret the Employment Agreement. "It is a question of law for the court whether the language of a contract is ambiguous. . . . An ambiguous contract is one that can be understood in more ways than just one or is unclear because it expresses its purposes in an indefinite manner." *Plantation A.D., LLC v. Gerald Builders of Conway, Inc.*, 386 S.C. 198, 205, 687 S.E.2d 714, 718 (Ct. App. 2009) (internal citations omitted).

Given (1) no evidence of who drafted the contract or (2) any extrinsic evidence of the parties' intention, it would seem prudent to follow state attorney fee policy. South Carolina follows the American Rule for attorney's fees. The Court must decide whether the Attorney's Fees Provision's language is sufficiently clear and unambiguous to except Plaintiff's request for post-judgment attorney's fees from the American Rule. The Court finds that it is not. As noted in the Order and above, the Attorney's Fees Provision can be read in a broad, universal manner or in a narrow manner. Therefore, the Attorney's Fees Provision "can be understood in more ways than just one" and it "is unclear because it expresses its purposes in an indefinite manner." *Id.* Put another way, reading the Attorney's Fees Provision in the practical and procedural context of how litigation takes place, Plaintiff asks the Court to interpret the Attorney's Fees Provision as providing Plaintiff with recovery of attorney's fees and expenses for any legal activity at any possible time, before litigation, during litigation, or years after litigation, while Defendant asks the Court to interpret the Attorney's Fees Provision to provide for recovery of attorney's fees and expenses until the Employment Agreement has been fully adjudicated, at which time a judgment is (was) entered for the amount determined due to Plaintiff. The Court finds Defendant's interpretation is correct.

B. "Horizontal" Application vs. "Vertical" Application of Provision

Although there are no disputed factual issues before the Court to allow for construction of the ambiguity in the Attorney's Fees Provision, the discrepancy between the parties' interpretations of the Attorney's Fees Provision can be viewed as whether the Attorney's Fees Provision applies only to "horizontal" procedural actions taken to enforce the Employment Agreement, as Defendant contends, or also to "vertical" procedural actions, as Plaintiff argues. The Court finds that the Attorney's Fees Provision applies only to "horizontal" actions taken by Plaintiff to enforce its rights under the Employment Agreement prior to entry of the judgment.

The parties agree that the Attorney's Fees Provision applies to "horizontal" actions that took place at the trial level before entry of the judgment. Examples of pre-judgment "horizontal" actions are where a defendant in a mortgage foreclosure action files a bankruptcy case, staying the state court action and sometimes requiring litigation in a bankruptcy forum before the matter is returned to state court, or a party removing a state court action to federal court based on diversity or a federal question jurisdiction. The Court views "horizontal" actions as pre-judgment actions while the case remains on the trial level. Conversely, "vertical" actions are those that typically involve appeals of final judgments, but also include supplemental proceedings on a judgment, as , which is an entirely separate, post-judgment statutory action that requires a new filing fee, a new order of reference, a new rule to show cause and potential for an entirely new set of written discovery and depositions. *See* S.C. Code Ann. §§ 15-39-310 *et seq.*

Plaintiff has not provided the Court with any legal authorities supporting its argument for allowing "vertical" attorney's fees *based on a contract.* The cases cited by Plaintiff and referenced below that allow "vertical" attorney's fees are where fees were allowed or mandated based on a statute. Plaintiff has cited no cases where "vertical" fees are allowed based on a contractual attorney's fees provision, and the Court is not aware of any such authorities.

In *Muller v. Myrtle Beach Golf & Yacht Club*, the party who sought recovery of attorney's fees for "vertical" actions on appeal relied on S.C. Code Ann. § 29-5-10, a section of the South Carolina mechanic's lien statutory scheme that allows a party to recover reasonable attorney's fees in enforcing or defending against the lien, up to the amount of the lien. *Muller v. Myrtle Beach Golf & Yacht Club*, 313 S.C. 412, 415, 438 S.E.2d 248, 250 (1993). In *Muller*, the moving party waived its right to recover appellate fees under Rule 222 South Carolina Appellate Court Rules, but the Court allowed recovery of appellate fees and costs under Section 29-5-10. *Id.* at 416, 438 S.E.2d at 250. In *McDowell v. S.C.D.S.S.*, the party who sought recovery of attorney's fees for "vertical" actions on appeal relied on S.C. Code Ann. § 15-77-300, a section of the statutory scheme related to lawsuits involving the state, its agencies and officials and the United States. *McDowell v. S.C.D.S.S.*, 304 S.C. 539, 541-42, 405 S.E.2d 830, 832 (1991). This statute allows a prevailing party to tax its reasonable attorney's fees against the appropriate agency if the court finds the state agency acted without substantial justification in pressing its claim and circumstances would not make recovery of such fees unjust. *Id.* In *McDowell*, the Court found that Supreme Court Rule 38 (the predecessor to SCACR 222) did not preempt an award of attorney's fees based upon this statute. *Id.* at 543, 405 S.E.2d at 833.

These cases are inapplicable to extend the ambiguous language of the Attorney's Fees Provision to Plaintiff's recovery of attorney's fees for "vertical" actions. A clear and unambiguous statute which specifically provides for the allowance of attorney's fees in certain situations differs greatly from the ambiguous "any and all" language at issue in this case. The specific wording of these fee-shifting statutes is presumed to be carefully tailored by the legislature with public policy of all litigants in mind, unlike the ambiguous language of the Attorney's Fees Provision between the parties in this case. *See Bass v. Isochem*, 365 S.C. 454,

470, 617 S.E.2d 369, 377 (Ct. App. 2005) ("Once the legislature has made a choice, there is no room for the courts to impose a different judgment based upon their own notions of public policy."). Unlike contract terms, statutory rights cannot merge into a judgment.

While Plaintiff argues it is not relevant that *Muller* and *McDowell* are based on statutes in an effort to have those cases support its position, Plaintiff argues the opposite approach in an effort to keep *Thornton v. Thornton* from weakening its position. There, the Supreme Court found that the family court erred in granting appellate attorney's fees to a wife under S.C. Code Ann. § 20-7-420(2). *Thornton v. Thornton*, 328 S.C. 96, 113, 492 S.E.2d 86, 95 (1997). In *Thornton*, the Court held that a wife could not recover attorney's fees incurred in the course of appellate representation from her husband based on the language of Rule 222, SCACR, despite the general allowance of recovery of fees and costs by the prevailing party under Section 20-7-420(2). *Id.* at 113-114, 492 S.E.2d at 95. Plaintiff argues that *Thornton* is inapplicable because the ruling is based on a fee-shifting statute instead of a contract; however, this argument contradicts Plaintiff's arguments related to *Muller* and *McDowell* because those cases are based on fee-shifting statutes. Plaintiff's arguments for allowing "vertical" attorney's fees based on *Muller* and *McDowell* must fail.

C. The Attorney's Fees Provision Is Ambiguous and Horizontal in Effect

In summary, because the Attorney's Fees Provision is capable of multiple interpretations, such provision is ambiguous and the ambiguity contained therein does not extend Plaintiff's ability to recover attorney's fees to post-judgment, "vertical" actions that are incurred collecting the judgment amount and not "incurred in connection with the enforcement of [Plaintiff]'s rights hereunder."[2] The Attorney's Fees Provision does not apply to this Supplemental Proceedings

[2] As stated in the Order, the Court notes that post-judgment attorney's fees have been allowed where the contract provision expressly provided for post-judgment attorney's fees and expenses, *e.g.*, *Arbor Lake, LLC v. Enterprise*

case.

3. Practical and Public Policy Concerns

Due to the novel nature and potentially far-reaching implications of Plaintiff's request for post-judgment attorney's fees in this Supplemental Proceedings case, the Court views several practical and public policy reasons as additional bases for denying Plaintiff's Motion.

The Court's first concern relates to problems associated with adding post-judgment attorney's fees, on a potentially annual or semi-annual basis, to a judgment amount and compounding post-judgment interest related thereto. A judgment has active energy, generally, for ten years in South Carolina. *See* S.C. Code Ann. § 15-39-30 (1976, as amended). A diligent creditor may seek to initiate supplemental proceedings once a year during the ten-year life of the judgment, with new filing fees and attorney's fees for each time the judgment creditor initiates supplemental proceedings. Instead of a new judgment being entered each time post-judgment attorney's fees are added, which would require the Court to go through the six-factors in *Jackson v. Speed* each time, the Court believes the proper and only choice in that scenario would be for each round of post-judgment attorney's fees to be added into and relate back to the original judgment amount. The Court believes this would lead to myriad problems associated with recalculating the compounding post-judgment interest that would have already occurred under S.C. Code Ann. § 34-31-20.

Next, the Court believes the only court that would have jurisdiction to alter the judgment amount would be the court that originally granted the judgment. The Court knows of no legal authority that allows a Master-in-Equity to alter a judgment entered by another tribunal. If a

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Bank & Trust, 334 P.3d 344 (Kan. Ct. App. 2014), or where a statute specifically provides for post-judgment attorney's fees, *e.g.*, Cal Civ. Pro. Code § 685.040 and Idaho Code Ann. § 12-120(5). In this case, the Attorney's Fees Provision does not expressly provide for post-judgment attorney's fees and expenses. Moreover, in South Carolina, there is neither a statute nor a rule providing that judgment creditors are entitled to receive post-judgment attorney's fees and expenses incurred in pursuing collection of a judgment.

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judgment creditor originally obtained judgment in Indiana, domesticated that judgment under the Full Faith and Credit Clause to Lexington County, South Carolina, and obtained reference of the supplemental proceedings to the Master-in-Equity, this Court does not believe that the Master-in-Equity would have jurisdiction to alter that judgment amount. Supplemental proceedings are judgment collection proceedings, not judgment addition proceedings. *See* S.C. Code Ann. § 15-39-10 *et seq.*

Another concern related to the allowance of post-judgment attorney's fees is the potential for creating a belief among judgment creditors that they have nothing to lose by frequently initiating rounds of supplemental proceedings. Many contracts and promissory notes that come before this Court include general language entitling a judgment creditor to reasonable attorney's fees in collecting amounts owed under the contract or enforcing the creditor's rights under the contract. These clauses are similar to the Attorney's Fees Provision in this case. If the Court allowed Plaintiff to recover post-judgment attorney's fees based on the Attorney's Fees Provision, a flood of post-judgment attorney's fees requests may result, a situation the Court views as problematic and unwarranted as a practical matter.

Last, another practical concern is the judgment debtor's financial ability to retain counsel in each round of supplemental proceedings to contest a judgment creditor's motion for post-judgment attorney's fees, leading to the potential these motions will be uncontested.

Examining Plaintiff's request in the context of these realities in the post-judgment litigation world further lends support to Defendant's position that the Attorney's Fees Provision in this case applies only to pre-judgment attorney's fees and costs.

CONCLUSION

The Court denies Plaintiff's Motion and finds no need to alter or amend its Order filed on

December 22, 2016. First, the doctrine of merger applies to this matter because the specific terms of the Attorney's Fees Provision merged into the judgment at the time of entry. Second, the "any and all" language of the Attorney's Fees Provision is ambiguous because it is capable of multiple interpretations in the context of litigation and no case law exists applying such contractual language to "vertical," post-judgment actions. Last, there are several practical and public policy concerns with allowing post-judgment attorney's fees based on ambiguous contractual language. Plaintiff's request for post-judgment attorney's fees, expenses and costs is denied.

AND IT IS SO ORDERED.

May, 2017
Lexington, South Carolina

James O. Spence
Master-in-Equity for Lexington County

KITTY LINDLER
Court Reporter
(803) 206-0920
kathrynjlindler@windstream.net
P.O. Box 8182 • Columbia, SC 29202

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2009CP3201078

TEAM IA INC Bryan Michael James Triplett		Cicero Lucas 5 Point Solutions LLC	George Lawson IV

PLAINTIFF(S) DEFENDANT(S)

Submitted by: Attorney for: ☐ Plaintiff ☐ Defendant ☐ 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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____

☐ **STAYED DUE TO BANKRUPTCY**

☐ **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)

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.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge	**Judge Code**	6/2/2017 **Date**

For Clerk of Court Office Use Only

This judgment was entered on **5/31/2017**, and a copy mailed first class or placed in the appropriate attorney's box on **6/2/2017**, to attorneys of record or to parties (when appearing pro se) as follows:

Robert Fredrick Goings PO Box 436 Columbia, SC 29202
Christian E. Boesl PO Box 12487 Columbia, SC 29211
Bryan Michael James Triplett PO Box 61110 Columbia, SC 29260
Benjamin C. Bruner PO Box 61110 Columbia, SC 29260-1110

W. Andrew Arnold 307 Pettigru St. Greenville, SC 29601
Jeremy Randall Summerlin 307 Pettigru Street Greenville, SC 29601
Julio E. Mendoza Jr. PO Drawer 2426 Columbia, SC 29202-2426

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Lisa M. Comer

Court Reporter

Lisa M. Comer - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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.