STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	THIRTEENTH JUDICIAL CIRCUIT
Phyllis B. Thomas, Plaintiff, v. Barbara R. Merline, Diane P. Meacham, MHA's LLC, TAXLAW, LLC, David A. Merline, Jr., Keith G. Meacham and Merline & Meacham, P.A., Defendants.	Case No: 2016-CP-23-03431 **ORDER GRANTING DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

This case involves TAXLAW, LLC (TAXLAW), and the decision by a majority of its members to amend its Operating Agreement to authorize the buyout of a minority member who does not wish to sell. Plaintiff Phyllis Thomas is the minority member. She brought this action seeking a declaratory judgment prohibiting the purchase of her interest without her consent and asserting claims for breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty, aiding and abetting a breach of fiduciary duty, tortious interference with contractual relations, and civil conspiracy. Defendants are TAXLAW, the majority members (Barbara Merline, Diane Meacham and MHA's LLC, hereinafter "Member Defendants"), their husbands (David Merline Jr., and Keith Meacham), and the law firm of Merline & Meacham, P.A. The Member Defendants asserted a counterclaim seeking a declaratory judgment that their amendment of the Operating Agreement was lawful and they are therefore entitled to proceed with the purchase of Plaintiff's interest.

Defendants sought summary judgment on all claims, including the Member Defendants' own declaratory judgment claim. The motion has been fully briefed and was argued at length by

counsel for all parties. Based on careful review of the parties' arguments, evidentiary submissions, and the relevant law, this Court grants the motion for the reasons set forth below.

FACTUAL BACKGROUND

David Merline, John Thomas, David Merline, Jr., and Keith Meacham practiced in the law firm Merline & Thomas, P.A. TAXLAW was formed in 1997 by their wives, Ann Merline,[1] Phyllis Thomas, Barbara Merline and Diane Meacham. The reason they formed TAXLAW was to purchase a piece of property in downtown Greenville, erect an office building, and lease the space to the law firm. This purpose is set forth in TAXLAW's Operating Agreement:

> Purposes. The character of business and purposes of the Company shall be to own, develop and lease an office building located at the corner of Boyce Street and East North Street in Greenville, South Carolina, and all services ancillary to such real estate leasing and development, including but not limited to managing, improving, operating, leasing, mortgaging, refinancing, pledging, selling or otherwise dealing with the Company Property and engaging in such other activities as the Members deem necessary or appropriate to the foregoing purposes.

(Op. Agr. § 1.10.) (*See also*, Op. Agr. § 1.1 ("The Company shall exist only for the purposes specified in this Agreement and shall not be deemed to create a partnership, joint venture, or any other relationship between the members.").) TAXLAW's Operating Agreement also includes a merger clause:

> Entire Agreement. This Agreement embodies the entire understanding and agreement among the parties pertaining to the subject matter hereof, and all prior agreements and understandings of the parties, whether written or oral, are terminated and superseded by this Agreement and shall be deemed merged herein.

(Op. Agr. § 12.10.)

TAXLAW's original Operating Agreement contains a right of first refusal if a member seeks to transfer her interest to a third party, but otherwise does not authorize the buyout of a

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1 Ann Merline's interest was transferred to MHA's LLC in 2009, with the consent of all members.

member without such member's consent. However, the members of TAXLAW chose to allow the Operating Agreement to be amended by majority vote. (Op. Agr. § 5.2(a) ("Any amendment to this Agreement or the Articles of Organization shall require the approval of those Members who own more than fifty (50%) percent of the Voting Rights in the Company.").)[2]

Immediately following its formation, TAXLAW purchased property in downtown Greenville, SC, erected an office building, and leased the building to Merline & Thomas, P.A. The law firm practiced at that location until 2003, when John Thomas left the practice to start his own competing law firm. Plaintiff remained a member of TAXLAW after her husband left the law firm. Merline & Thomas, P.A., became Merline & Meacham, P.A., and has remained as the tenant in TAXLAW's building.

Plaintiff and Ann Merline were also investors in another LLC (DART), which held a separate piece of rental property. (The DART property was occupied by Merline & Thomas prior to the acquisition of the TAXLAW property.) Ann Merline died in July 2015. Shortly thereafter, DART bought out Ann Merline's interest in that business. In the aftermath of that transaction, the Member Defendants decided that they did not wish to remain in business with Plaintiff. On March 8, 2016, Defendants' counsel proposed in writing that Plaintiff sell her interest in TAXLAW, and advised that if she would not agree to sell her interest, the Member Defendants would amend the Operating Agreement to effectuate a buyout. Plaintiff did not agree to sell.

In May 2016, by a duly authorized majority vote, the Second Amendment to the Operating Agreement was approved, with Plaintiff voting against. The Second Amendment

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[2] The default rule in South Carolina is that amendments to an LLC's Operating Agreement require "the consent of all the members." SC Code § 33-44-404(c)(1). However, the default rule does not apply if the members of an LLC choose a lower threshold for amendments. SC Code § 33-44-103.

added a new Section 11.2(c) to the Operating Agreement, which provides a method for the buyout of a minority Member for fair value (determined, if necessary, through an independent appraisal) without the minority Member's consent.

DISCUSSION

Rule 56(c) of the South Carolina Rules of Civil Procedure provides that summary judgment "shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." An issue of fact is "genuine" when the evidence is such that a reasonable jury could return a verdict for the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). The moving party has the initial burden of demonstrating the absence of a genuine issue of material fact. *Baughman v. Am. Tel. and Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). The party opposing a properly supported motion may not rest on mere allegations or denials in his pleadings, but must identify specific evidence showing that there is a genuine issue of material fact. Rule 56(e), SCRCP; *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545.

A. The Covenant of Good Faith and Fair Dealing and Breach of Fiduciary Duty Claims

1. Covenant and Good Faith and Fair Dealing

The covenant of good faith and fair dealing is an implied term of all contracts in South Carolina. *Williams v. Riedman*, 339 S.C. 251, 267, 529 S.E.2d 28, 36 (Ct. App. 2000); *Tharpe v. G.E. Moore Co.*, 254 S.C. 196, 174 S.E.2d 397 (1970). It serves as a "gap filler" on matters where there is no explicit contractual language. "There is no breach of an implied covenant of good faith where a party to a contract has done what the provisions of the contract expressly gave him the right to do." *Adams v. G.J. Creel & Sons*, 320 S.C. 274, 277, 465 S.E.2d 84, 85

(1995), *citing First Fed. Sav. & Loan Ass'n v. Dangerfield*, 307 S.C. 260, 267, 414 S.E.2d 590, 594 (Ct. App. 1992).

Plaintiff claims that the Member Defendants violated the covenant of good faith and fair dealing by amending TAXLAW's Operating Agreement to permit a majority of the Members to force a buyout for fair value of a minority Member. However, the right to pass such an amendment was expressly included in the Operating Agreement. (Op. Agr. § 5.2(a).) Therefore, the amendment does not violate the covenant of good faith and fair dealing because the Member Defendants merely did "what the provisions of the contract expressly gave [them] the right to do." *Adams; Dangerfield.*

The Court notes that Plaintiff's husband was a preeminent business lawyer with considerable experience forming LLC's, and was actively involved in the creation of TAXLAW's Operating Agreement. There is no evidence that the decision to deviate from the default rule that amendments to an LLC's Operating Agreement require unanimous consent was the result of some error. TAXLAW's Members, including Plaintiff, made the conscious decision to change the default rule and allow a bare majority to amend the Operating Agreement. To permit this case to proceed on the theory that the covenant of good faith and fair dealing operates to nullify an otherwise valid amendment passed by majority vote would be to rewrite the Operating Agreement, contrary to the very clear intent of the parties, expressed in their deliberate choice to alter the default rule. The exercise of a clear contractual right is not a violation of the covenant of good faith and fair dealing.

2. Breach of Fiduciary Duty

The fiduciary duties owed by an LLC member to her fellow members consist of a duty of loyalty and a duty of care. SC Code § 33-44-409(a-c). Both duties incorporate an "obligation of

good faith and fair dealing." SC Code § 33-44-409(d). As explained above, good faith and fair dealing does not require that a party refrain from exercising her contractual rights. Moreover, a member "does not violate a duty or obligation under this chapter or under the operating agreement merely because the member's conduct furthers the member's own interest." SC Code § 33-44-409(e); (Op. Agr. § 6.3.).

Plaintiff's argument that there was a breach of fiduciary duty largely tracks her argument concerning breach of the covenant of good faith and fair dealing. For the same reasons stated above, it is not viable. Majority members do not have any duty to remain in business with a minority member forever, particularly where the relevant Operating Agreement has been drafted to permit amendment by majority vote. By eschewing the default rule requiring amendments by unanimous consent, Plaintiff elected to allow a majority of the members to make revisions to the Operating Agreement, such as the Second Amendment.

This does not mean that Plaintiff is without a remedy in the event majority members act disloyally, breach a duty of care, or engage in oppressive conduct. The remedy for shareholder/member oppression set forth in *Ballard v. Roberson*, 399 S.C. 588, 733 S.E.2d 107 (2012) and *Kiriakides v. Atlas Food Systems & Services, Inc.*, 343 S.C. 587, 541 S.E.2d 257 (2001), is a fair market value buyout. *Ballard*, 399 S.C. 588, 597-98, 733 S.E.2d 107, 112 (2012) ("We therefore affirm the circuit court's finding of oppression and its requirement that Appellants purchase Ballard's stock at fair market value."). Based on the language of the Second Amendment, a fair market buyout is what Plaintiff will receive in this case. Even if Plaintiff was able to prove a breach of fiduciary duty, she has not cited any authority for the proposition that the Member Defendants should be forced to remain in business with her indefinitely, which appears to be the relief she seeks. Ultimately, our courts have concluded that a minority member

who is being treated unfairly is entitled to the fair value of her membership interest, allowing the parties to go their separate ways. The Court finds that the Second Amendment would merely effectuate that relief, and therefore cannot be attacked as a breach of fiduciary duty.

3. Plaintiffs' Arguments

Plaintiff makes several arguments as to why this case should not be resolved on summary judgment, primarily in connection with the good faith and fair dealing and fiduciary duty claims.

Plaintiff contends that even though the Operating Agreement permits amendments by majority vote generally, it does not address amendments to alter the buyout rules specifically, thus creating some sort of ambiguity that should be resolved by a jury. This is not how contract law analysis works. The general right to amend the Operating Agreement encompasses the right to enact any otherwise lawful amendment. It is not necessary that each possible amendment be specifically listed and authorized in advance. There is no ambiguity merely because the Operating Agreement does not contain a comprehensive list of possible amendments.

Plaintiff makes a "slippery slope" argument: if the covenant of good faith and fair dealing and fiduciary duty claims are not implicated here because the Operating Agreement permits amendment by majority vote, the majority could take any action, "no matter how oppressive, adverse or unfair." But this is not a case in which Plaintiff's membership interest is being forfeited or diminished. By its own terms, the Second Amendment calls for a sale for fair value. If the purchasing members are unwilling to pay fair value, they will not get Plaintiff's membership interest. What Plaintiff's argument amounts to is the proposition that she is entitled to be a member in perpetuity. The covenant of good faith and fair dealing and breach of fiduciary duty claims cannot be stretched so far as to impose such a rule.

Plaintiff contends that Section 11.5 of the Operating Agreement permits transfer of a

member's interest to her family members, and passage of the Second Amendment creates a scenario in which a member could be bought out before having the opportunity to make such a transfer. Plaintiff appears to argue that this creates an ambiguity to be resolved by a jury. There is no ambiguity. Nothing in the Operating Agreement suggests that the right to transfer a member's interest to a family member somehow guarantees the member, or her transferee, the right to remain a member in perpetuity. The Second Amendment does not conflict with Section 11.5 or any other provision of the original Operating Agreement.

Plaintiff points to a letter sent by Defendants' counsel prior to enactment of the Second Amendment, requesting that Plaintiff sell her membership interest and declaring that if Plaintiff would not sell, the Member Defendants would amend the Operating Agreement to authorize a buyout. Plaintiff argues that this letter is proof that "the Second Amendment was retaliation and targeted at Phyllis Thomas as oppressive, adverse and unfair action. . . ." This characterization is fanciful. The letter represents an attempt to negotiate: Defendant's counsel was proposing an agreement that would have avoided the cost of a formal amendment (and this lawsuit) by reaching an agreement concerning the terms of a proposed course of action that counsel correctly believed the Member Defendants had the legal right to take. That he was candid as to the Member Defendants' intention to effectuate a buyout with or without Plaintiff's agreement was merely a statement of the Member Defendants' position. There is nothing sinister or retaliatory about the letter.

Plaintiff has submitted affidavits and other materials concerning alleged disputes of fact as to the circumstances surrounding the formation of TAXLAW, Plaintiff's husband's alleged role in locating real estate, whether a buyout was specifically discussed prior to the execution of the Operating Agreement, an alleged plan to use TAXLAW as a retirement vehicle, allegations

concerning the lease with the Merline & Meacham law firm, and the like. The short answer to all these arguments is that they are barred by the parol evidence rule, and therefore do not matter.

A party cannot introduce parol evidence to alter or modify the terms of an unambiguous contract. *Slack v. James*, 364 S.C. 609, 616 n.3, 614 S.E.2d 636, 640 (2005); *Gilliland v. Elmwood Props.*, 301 S.C. 295, 302, 391 S.E.2d 577, 581 (1990). Only after finding a contract to be ambiguous may a court permit the introduction of parol evidence. *Laser Supply & Servs. v. Orchard Park Assocs.*, 382 S.C. 326, 334, 676 S.E.2d 139, 143-44 (Ct. App. 2009). Moreover, the question whether a contract is ambiguous is itself a matter of law to be determined by the court. *Id.* Courts are especially unwilling to look beyond the four corners of a written agreement when such agreement contains a merger or integration clause, which specifically disclaims any agreement outside the written terms. *Davis v. KB Home of S.C., Inc.*, 394 S.C. 116, 127-31, 713 S.E.2d 799, 804-06 (Ct. App. 2011); *U.S. Leasing Corp. v. Janicare, Inc.*, 294 S.C. 312, 318, 364 S.E.2d 202, 205 (Ct. App. 1988); *Wilson v. Landstrom*, 281 S.C. 260, 266, 315 S.E.2d 130, 134 (Ct. App. 1984).

The Operating Agreement demonstrates that it was not the Members' intention to incorporate unspoken duties and obligations to each other: "[t]he Company shall exist only for the purposes specified in this Agreement and shall not be deemed to create a partnership, joint venture, or any other relationship between the members." (Op. Agr. § 1.1.) The Operating Agreement contains a valid merger/integration clause:

> Entire Agreement. This Agreement embodies the entire understanding and agreement among the parties pertaining to the subject matter hereof, and all prior agreements and understandings of the parties, whether written or oral, are terminated and superseded by this Agreement and shall be deemed merged herein.

(Op. Agr. § 12.10.) Thus, even if Plaintiff erred by signing an Operating Agreement that authorized amendments by majority vote and/or failing to memorialize her alleged plan to use

TAXLAW to fund her retirement, that error does not authorize the Court to look beyond the four corners of the Operating Agreement. *See, e.g., Ellis v. Taylor*, 316 S.C. 245, 248, 449 S.E.2d 487, 488 (1994) ("The court's duty is to enforce the contract made by the parties regardless of its wisdom or folly, apparent unreasonableness, or the parties' failure to guard their rights carefully."); *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 241, 672 S.E.2d 799, 802 (Ct. App. 2009) ("The court is without authority to consider parties' secret intentions, and therefore words cannot be read into a contract to impart an intent unexpressed when the contract was executed.").

The Operating Agreement plainly stated the purpose of TAXLAW, which statement says nothing whatsoever about retirement planning. More importantly, the Operating Agreement's merger/integration clause expressly disclaimed any prior or contemporaneous agreements outside the four corners of the Operating Agreement. Thus, this case must be decided based on what the Operating Agreement unambiguously says, which is a matter of law for the Court.

Finally, Plaintiff mentioned that summary judgment is premature because discovery is not yet complete. Specifically, at the very end of the lengthy hearing on this motion, there was the mention by a third attorney, who did not argue the motion in chief, that no depositions had been taken in this matter. This Court clearly understands that summary judgment is normally not appropriate until all discovery is complete; however, this Court specifically notes that this case is a few weeks shy of being one year old and thus is due to be placed on the active trial roster. Thus, considering the accomplished, experienced and very competent attorneys that appeared at the hearing, this Court finds that discovery is complete and the case is ready for trial. The Court finds that the lack of any depositions in this matter over the course of a year was by choice. The Court viewed the above-referenced mention of the lack of discovery as merely an afterthought and an attempt to circumvent summary judgment. Accordingly, said remark does not provide a

sufficient basis to deny summary judgment. *See Dawkins v. Fields*, 354 S.C. 58, 69, 580 S.E.2d 433, 439 (2003) ("the nonmoving party must demonstrate the likelihood that further discovery will uncover additional relevant evidence").

B. The Tortious Interference with Contractual Relations and Aiding and Abetting Claims Against the non-Member Defendants

Plaintiff has asserted claims against the Member Defendants' husbands for tortious interference with contractual relations and aiding and abetting a breach of fiduciary duty. These claims are premised on the notion that the Member Defendants acted unlawfully in amending the Operating Agreement. As discussed above, however, the Member Defendants acted within their lawful rights in amending the Operating Agreement. This precludes any claims against the Member Defendants' husbands for tortious interference or aiding and abetting. *Eldeco, Inc. v. Charleston Cty. Sch. Dist.*, 372 S.C. 470, 481, 642 S.E.2d 726, 732 (2007) ("An essential element to the cause of action for tortious interference with contractual relations requires the intentional procurement of the contract's breach. Where there is no breach of the contract, there can be no recovery." (citation omitted)); *Vortex Sports & Entm't, Inc. v. Ware*, 378 S.C. 197, 204, 662 S.E.2d 444, 448 (Ct. App. 2008) (a claim for aiding and abetting a breach of fiduciary duty requires "a breach of a fiduciary duty owed to the plaintiff").

C. The Civil Conspiracy Claim

To establish a claim for civil conspiracy, the claimant must establish special damages, which are damages that "go beyond the damages alleged in other causes of action." *Pye v. Estate of Fox*, 369 S.C. 555, 568, 633 S.E.2d 505, 511 (2006), citing *Vaught v. Waites*, 300 S.C. 201, 387 S.E.2d 91 (Ct. App. 1989). *See also, Hackworth v. Greywood at Hammett, LLC*, 385 S.C. 110, 117, 682 S.E.2d 871, 875 (Ct. App. 2009) ("If a plaintiff merely repeats the damages from another claim instead of specifically listing special damages as part of their civil conspiracy

claim, their conspiracy claim should be dismissed."). *See also*, Rule 9(g), SCRCP ("When items of special damage are claimed, they shall be specifically stated.").

Plaintiff's only allegation of special damages is the "huge income tax liability" she believes she will face if she is required to sell her interest in TAXLAW before her death. (Compl. ¶ 48.) However, she seeks the exact same damages as "actual and consequential damages" in connection with her other causes of action. (Compl. ¶¶ 13, 22.) No other special damages have been pled or identified in discovery. The civil conspiracy claim is entirely derivative of the other claims, and therefore fails as a matter of law.

D. The Parties' Declaratory Judgment Claims

As the foregoing establishes, summary judgment is warranted on all of Plaintiff's damage claims. That leaves declaratory judgment as the only pending issue. Plaintiff's Third Cause of Action, for a Declaratory Judgment, and the Member Defendants' Counterclaim for a Declaratory Judgment are essentially mirror images of each other. Plaintiff seeks a declaratory judgment that Defendants cannot amend the Operating Agreement to provide a method for the majority members to force a buyout of a minority member, and the Member Defendants seek a declaration that they can. (Compl. ¶ 34; Answ. & Countercl. ¶ 8.) Plaintiff asks the Court to "enjoin the majority and TAXLAW, pendente lite and permanently, from expelling Plaintiff from TAXLAW and forcing the sale of her interest." (Compl. ¶ 34.)

As discussed above, the Member Defendants have the right to amend the Operating Agreement to change the buyout provisions. They exercised that right pursuant to the Operating Agreement's majority vote requirement. This Court denies Plaintiff's motion for declaratory judgment and grants the Member Defendants' motion. Because the Second Amendment to the Operating Agreement was lawfully enacted, Plaintiff's interest in TAXLAW may be bought out

pursuant to its terms.

CONCLUSION

Summary judgment is granted in favor of Defendants on all claims, declaratory judgment is hereby entered in favor of the Member Defendants, and this matter is dismissed with prejudice.

END OF ORDER
[ELECTRONIC SIGNATURE PAGE TO FOLLOW]

Greenville Common Pleas

Case Caption: Phyllis B Thomas vs. Barbara R Merline , defendant, et al

Case Number: 2016CP2303431

Type: Order/Summary Judgment

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157

FORM 4

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2016CP2303431

Phyllis B Thomas		**Barbara R Merline** **Keith G Meacham** **Taxlaw Llc** **Diane P Meacham**	**Merline & Meacham PA** **David A Merline Jr** **MHAs Llc**
PLAINTIFF(S)		**DEFENDANT(S)**	

Submitted by: Clerk of Court

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: _____

RECEIVED
AUG 02 2017
SC Court of Appeals

☐ **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

Plaintiff's Motion for Reconsideration is hereby denied without a hearing.

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.

	2157	
Circuit Court Judge	**Judge Code**	**Date**

For Clerk of Court Office Use Only

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

D. Randle Moody II 15 South Main Street Suite 700 Greenville, SC 29601

Thomas L. Stephenson 207 Whitsett St Greenville, SC 29601
Jeffrey P. Dunlaevy 207 Whitsett Street Greenville, SC 29601

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Paul B. Wickensimer Greenville County Clerk Of Court - 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.

Greenville Common Pleas

Case Caption: Phyllis B Thomas vs. Barbara R Merline , defendant, et al

Case Number: 2016CP2303431

Type: Order/Form 4

IT IS SO ORDERED

s/ The Honorable William H. Seals Jr. #2157