

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

Gordon G. Cooper, Master-In-Equity

Appellate Case No. 2017 - 001183

**RECEIVED**  
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SC Court of Appeals

GBS Building Supply, Inc., Respondent,

v.

QMM Development, LLC, Quintin Marcel Meredith, Latonya F. Meredith, and  
Stock Building Supply, LLC, Defendants,

Of Whom Quintin Marcel Meredith is the Appellant.

BRIEF OF RESPONDENT

  
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## STATEMENT OF ISSUES ON APPEAL

DID THE MASTER IN EQUITY PROPERLY GRANT RESPONDENT'S MOTION FOR SUMMARY JUDGMENT WHERE APPELLANT FAILED TO ADDUCE ANY EVIDENCE CREATING A GENUINE ISSUE OF MATERIAL FACT?

### STATEMENT OF THE CASE

On November 13, 2015, GBS Building Supply (hereinafter "Respondent") brought this action against QMM Development, LLC (hereinafter "QMM"), Quintin Marcel Meredith (hereinafter "Appellant"), and Latonya F. Meredith (hereinafter "Mrs. Meredith"), asserting causes of action for (1) foreclosure of its mechanic's lien; (2) account stated; and (3) quantum meruit/unjust enrichment. (Complaint pp. 4-9). In addition, Respondent specifically asserted a cause of action against Appellant and QMM for breach of contract. (Complaint pp. 6-7). Respondent's Complaint also alleged that in July 2015 QMM executed and delivered to Respondent a Business Credit Application bearing Appellant's signature, by and through which QMM could order and obtain construction materials from Respondent. (Complaint p. 2 and Exhibit B attached thereto). Pursuant to the terms of the Business Credit Application, a Personal Guaranty for all the obligations of QMM was executed by Appellant. (Exhibit B attached to Complaint). Pursuant to the Business Credit Application and Personal Guaranty, Respondent provided certain materials to QMM for which Respondent invoiced QMM and QMM subsequently failed to remit payment to Respondent.

Initially, Appellant filed an Answer *pro se* before retaining the services of counsel. Subsequently, on March 24, 2017, Appellant, by and through his attorney, filed an Amended Answer admitting QMM executed the Business Credit Application with Respondent. (Amended Answer ¶ 7). Thereafter, testifying on behalf of QMM during a 30(b)(6) deposition, Appellant confirmed that building materials had been purchased from Respondent for which an outstanding

debt still existed. (Depo. Transcript pp. 56, 57, 71).

In January of 2017, Respondent filed its Motion for Summary Judgment. A hearing was then held before the Honorable Gordon G. Cooper, Master-in-Equity for Spartanburg County, on April 24, 2017, on Respondent's Motion for Summary Judgment and Appellant's former counsel's Motion to Be Relieved as Counsel. (Hearing Transcript p. 2). At the hearing, Judge Cooper granted both Motions. (Order p. 15). Thereafter, on May 9, 2017, Judge Cooper issued an Order granting Respondent's Motion for Summary Judgment, stating there was no genuine issue of material fact concerning the liability and damages regarding Respondent's claims for account stated, breach of contract, and foreclosure of its mechanics lien. (Order p. 3). Furthermore, Judge Cooper ordered that judgment in the amount of Fourteen Thousand Two Hundred Twenty-Four and 06/100 (\$14,224.06) Dollars was awarded in favor of Respondent against Appellant and QMM. (Order p. 4). On May 15, 2017, Appellant served the Notice of Appeal on Respondent. Although Mrs. Meredith provided a statement and signature in Appellant's initial brief, Mrs. Meredith is not an appellant of record in this case.

#### ARGUMENTS

- I. BECAUSE APPELLANT FAILED TO PROVIDE ANY LEGAL AUTHORITY AND ONLY RELIED UPON SHORT CONCLUSORY STATEMENTS IN SUPPORT OF HIS ARGUMENT, APPELLANT HAS ABANDONED HIS APPEAL AND THEREFORE THIS COURT IS PRECLUDED FROM ADDRESSING THE MERITS OF HIS APPEAL

When a party provides no legal authority regarding a particular argument, the argument is abandoned and the court will not address the merits of the issue. *State v. Lindsey*, 394 S.C. 354, 363, 714 S.E.2d 554, 558 (Ct. App. 2011). "An issue is deemed abandoned and will not be considered on appeal if the argument is raised in a brief but not supported by authority." *Bryson v. Bryson*, 378 S.C. 502, 510, 662 S.E.2d 611, 615 (Ct. App. 2008). "[S]hort, conclusory

statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review.” *Glasscock, Inc. v. U.S. Fid. & Guar. Co.*, 348 S.C. 76, 81, 557 S.E.2d 689, 691 (Ct. App. 2001).

Appellant has abandoned his appeal. Appellant fails to provide any case law in his brief and fails to indicate how the Master in Equity erred in granting Respondent summary judgment. Appellant merely states there was no written contract between him and Respondent. Similarly, Appellant simply concludes Respondent misled the court with the following cases to obtain summary judgment: *Humana Hospital – Bayside v. Lightle*, 305 S.C. 214, 216, 407 S.E.2d 637, 638 (1991); *Dyer v. Moss*, 208 S.C. 208, 211, 325 S.E.2d 69, 70 (Ct. App. 1985); and *Baughman v. American Telephone and Telegraph Co.*, 306 S.C. 101, 111, 410 S.E.2d 537, 545 (1991). However, Appellant fails to support this conclusory statement with any supportive authority as to why these cases were inapplicable to Respondent’s Motion for Summary Judgment. *See Bryson*, 378 S.C. at 510, 662 S.E.2d at 615 (“An issue is deemed abandoned and will not be considered on appeal if the argument is raised in a brief but not supported by authority.”). Furthermore, the cases Appellant has alleged Respondent used to mislead the court are indeed applicable to this case, as they were utilized in the Master’s Order Granting Summary Judgment for purposes of establishing the legal standard when determining whether summary judgment is proper. (Order p. 2).

The claimant’s brief and the arguments contained therein are short conclusory statements not supported by any legal authority. *See Glasscock, Inc.*, 348 S.C. at 81, 557 S.E.2d at 691 (“[S]hort, conclusory statements made without supporting authority are deemed abandoned on appeal and therefore not presented for review.”). Accordingly, any issues raised in his brief cannot be considered or addressed by this Court. *See Lindsey* 394 S.C. at 363, 714 S.E.2d at

558 (holding that when a party provides no legal authority regarding a particular argument, the argument is abandoned and the court will not address the merits of the issue).

II. BECAUSE NO GENUINE ISSUE OF MATERIAL FACT EXISTED AND RESPONDENT WAS ENTITLED TO A JUDGMENT AS A MATTER OF LAW, THE MASTER IN EQUITY PROPERLY GRANTED RESPONDENT'S MOTION FOR SUMMARY JUDGMENT

“An appellate court reviews the granting of summary judgment under the same standard applied by the trial court pursuant to Rule 56, SCRCF.” *Progressive Max Ins. Co. v. Floating Caps, Inc.*, 405 S.C. 35, 42, 747 S.E.2d 178, 182 (2013). Summary judgment is appropriate “[I]f 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 facts and that the moving party is entitled to judgment as a matter of law.” Rule 56(e), SCRCF; *Baughman v. American Telephone and Telegraph Co.*, 306 S.C. 101, 111, 410 S.E.2d 537, 545 (1991). In determining the appropriateness of granting summary judgment, “the trial court is not required to single out some one morsel of evidence . . . to create an issue of fact that is not genuine.” *Englert, Inc. v. Netherlands Ins. Co.* 315 S.C. 300, 302, 433 S.E.2d 871, 873 (Ct. App. 1993) (quoting *Maine v. Corley*, 281 S.C. 525, 527, 316 S.E.2d 406, 407 (1984)). Moreover, “[a] party opposing summary judgment must do more than rely on mere allegations.” *Walton v. Mazda of Rock Hill*, 376 S.C. 301, 307, 657 S.E.2d 67, 70 (Ct. App. 2008) (citing *Dyer v. Moss*, 208 S.C. 208, 211, 325 S.E.2d 69, 70 (Ct. App. 1985)). Where a party establishes entitlement to judgment as a matter of law, the court must grant summary judgment. *Humana Hospital – Bayside v. Lightle*, 305 S.C. 214, 216, 407 S.E.2d 637, 638 (1991); *Dyer v. Moss*, 284 S.C. 208, 211, 325 S.E.2d 69, 70 (Ct. App. 1985). Finally, this Court can affirm a lower court's order for any reason appearing in the record. Rule 220(c), SCACR.

The record is devoid of any evidence suggesting there is a genuine issue of material fact and this Court has been provided with no grounds to reverse the grant of summary judgment. *See Walton*, 281 S.C. at 527, 316 S.E.2d at 407 (“A party opposing summary judgment must do more than rely on mere allegations.”). In granting summary judgment in favor of the Respondent, the Master in Equity found (1) Appellant admitted in his First Amended Answer that QMM executed a business credit application with Respondent and; (2) Appellant admitted in a deposition taken on November 14, 2016, that he ordered materials from Respondent, there were no problems with the materials supplied by Respondent, and an outstanding debt with Respondent still existed. (Order p. 3).

The Master’s findings are supported by the evidence presented and Respondent is entitled to judgment as a matter of law. *See* Rule 56(e), SCRCPP (“[I]f 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 facts and that the moving party is entitled to judgment as a matter of law.”). Attached to Respondent’s Complaint as Exhibit B is a Business Credit Application executed between QMM and Respondent which is signed by Appellant as guarantor. (Respondent’s Complaint “Exhibit B”). Appellant’s Amended answer dated March 24, 2016, states, “Defendants admit[s] ¶ 7 to the extent that QMM executed a business credit application with the [Respondent] for the purchase of building materials.” (Appellant’s Amended Answer ¶ 7). Additionally, the transcript from the 30(b)(6) deposition in which Appellant was testifying on behalf of QMM indicates that after Appellant was having difficulty obtaining materials from a different supplier, Appellant “Got the rest of the stuff from [Respondent] . . . .” (Deposition Transcript p. 56, 1.15-25). Furthermore, when Appellant was asked whether he had any issues with the materials obtained from Respondent, Appellant replied,

“I never had any problem with [Respondent], I just needed to pay the bill.” (Deposition Transcript p. 57 1.3-11). After testifying he was planning on resolving all outstanding issues with Respondent, Appellant stated, “they will receive their money.” (Deposition Transcript p. 71, 1.6-1.11). Additionally, at the Summary Judgment Hearing Appellant admitted he ordered materials from Respondent and wrote a letter to Respondent stating his intention to resolve the outstanding debt. (Hearing Transcript p. 11, 13-15). Appellant went on to state, “Even with [Respondent] giving me the materials I really didn’t have any way of paying them in full. I wish before I took the materials that I had knew this ahead of time.” (Hearing Transcript p. 11, 19-20). The evidence outlined hereinabove sufficiently supports the Master’s Order and entitles Respondent to judgment as a matter of law concerning the liability and damages under Respondent’s claims for account stated, breach of contract, and foreclosure of its mechanics lien.

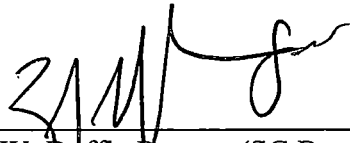
Conversely, Appellant argues in his brief that he never signed the Business Credit Application and Respondent manipulated the court with false evidence to obtain summary judgment. *See Walton*, 281 S.C. at 527, 316 S.E.2d at 407 (“A party opposing summary judgment must do more than rely on mere allegations.”). Appellant’s brief does not include any explanation as to why the Master’s findings are incorrect and failed to produce any evidence in the record suggesting there was a genuine issue of material fact concerning the liability and damages under Respondent’s claims for account stated, breach of contract, and foreclosure of its mechanics lien. Appellant’s assertions that the judgment was obtained through “false evidence” are completely unsupported and conclusory. Furthermore, Appellant’s contention that he never signed the Business Credit Application is both contradicted by the application itself, which bears his signature, as well as his testimony admitting he obtained materials from GBS on credit and continued to owe an outstanding debt. Because Respondent established entitlement to judgment

as a matter of law, this Court should affirm the Master in Equity's grant of summary judgment. See *Lightle*, 305 S.C. at 216, 407 S.E.2d at 638 (holding that a party establishes entitlement to judgment as a matter of law, the court must grant summary judgment).

#### CONCLUSION

For the reasons stated above and herein, Respondent respectfully requests this Court affirm the Master in Equity's grant of summary judgment under Respondent's claims for account stated, breach of contract, and foreclosure of its mechanic's lien, as well as affirming the Master in Equity's Order in favor of Respondent in the amount of Fourteen Thousand Two Hundred Twenty-Four and 06/100 (\$14,224.06) against Appellant.

Respectfully submitted,

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September 28, 2017

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v.

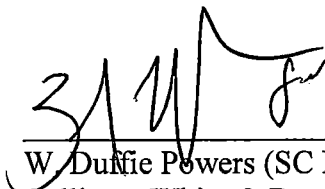
QMM Development, LLC, Quintin Marcel Meredith, Latonya F. Meredith, and  
Stock Building Supply, LLC, Defendants,

Of Whom Quintin Marcel Meredith is the Appellant.

PROOF OF SERVICE

I certify that I have served the Respondent's Initial Brief and Respondent's Designation for Matter To Be Included In the Record On Appeal by depositing a copy of it in the United States Mail, postage prepaid on September 29, 2017, to Quintin M. Meredith at 4019 Hwy 146, Woodruff, South Carolina 29388.

September 29, 2017

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September 28, 2017

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Columbia, SC 29201

**Re: GBS Building Supply, Inc. v. QMM Development, LLC**  
**Appellate Case No. 2017-001183**

Dear Clerk:

Please find enclosed the following from Respondent, GBS Building Supply, Inc. for filing.

- Designation of Matter to be Included in the Record on Appeal
- Brief of Respondent
- Proof of Service

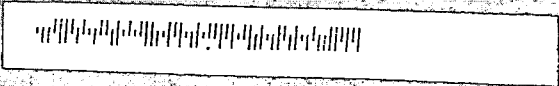
Please let me know if you have any questions. Thank you.

Sincerely,  
GALLIVAN WHITE & BOYD



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Enclosures  
cc: Quintin M. Meredith



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