

ENTERED COMPUTER

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )  
Tyrone Sanders and Larry Johnson, )  
Plaintiffs, )  
vs. )  
Thomas Firriolo, )  
Defendant. )

IN THE COURT OF COMMON PLEAS  
THIRTEENTH JUDICIAL CIRCUIT

ORDER

FILED-CLERK OF COURT  
PAUL B. WILSON, CLERK  
2017 OCT 12 AM 11:01

WLT

Civil Action No.: 2017-CP-23-03868

This matter came before the Court for a non-jury hearing on October 2, 2017. Both the Plaintiffs and the Defendant were present *pro se*. Each party was placed under oath, and each had the opportunity to address the Court and present evidence. This Court recognizes that the Defendant's name is misspelled in the caption. The caption is therefore modified to reflect the proper spelling of the Defendant's name.

In this matter, the Plaintiffs claim that they had a contract to perform construction services at the home of the Defendant. The Defendant claims that the Plaintiffs are unable to produce a contract which memorializes the agreement between the parties. However, the Defendant also, by way of counterclaim, is claiming monies that are due for faulty and unworkmanlike construction. Therefore, it is clear from the positions of both parties that there was an agreement between the parties. Therefore, notwithstanding the absence of a formal written contract in the record, this Court finds that a contract, either written or oral, exists between the parties. Simply put, the contract is acknowledged by both parties.

After reviewing the evidence and considering the arguments of the parties, this Court finds in favor of the Plaintiffs and awards the Plaintiffs, collectively, the amount of \$3000.00. The Plaintiffs have proved their case by a preponderance of the evidence by clearly demonstrating the

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existence of a contract and a refusal to pay by the Defendant. Furthermore, the evidence demonstrates that the Defendant has been willfully noncompliant and obstreperous in an attempt to avoid paying the monies due.

Further, this Court denies the Defendant's counterclaim. First of all, the Defendant presented no evidence of damages. The Defendant elected, rather, to read into the record his previously filed motion. He presented no bills, no evidence of remediation, or evidence of depreciation. Again, the Defendant presented no evidence at all.

NOW, THEREFORE, the Court finds as follows:

1. The Plaintiffs have proven by a preponderance of the evidence that \$3000.00 is due and owing from the Defendant;
2. That judgment shall be entered against the Defendant in the amount of \$3000.00 in favor of these Plaintiffs; and
3. The Defendant has failed to prove his counterclaims by a preponderance of the evidence, and his claims are therefore dismissed.

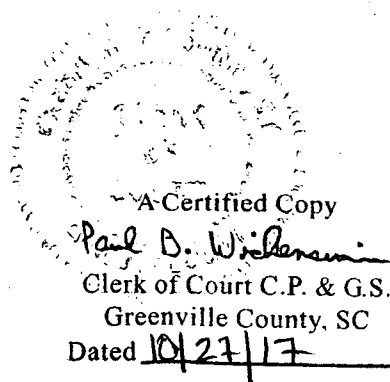
**AND IT IS SO ORDERED.**



ROBIN B. STILWELL

October 10, 2017  
Greenville, South Carolina

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A Certified Copy  
Paul D. Wilkerson  
Clerk of Court C.P. & G.S.  
Greenville County, SC  
Dated 10/27/17



Tyron Sanders  
Owner

864-346-1251

Sanders landscaping  
And More

specializing in bricks and blocks  
masonry

308 Earle Drive  
Greenville SC 29601

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