

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015CP2400337

Challenge Golf Group of SC LLP The
PLAINTIFF(S)

BJ Brandimarte
DEFENDANT(S)

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.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRCPC; Rule 41(a), SCRCPC (Vol. Nonsuit); Rule 43(k), SCRCPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRCPC; 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:

This Form 4 supercedes the Form 4 filed by this Court earlier on today's date. After more careful review of the exhibits in this matter, the Court finds that the previous Form 4 was in error. This matter was before the Court for a non-jury trial. Plaintiff was seeking unpaid dues and food and beverage minimums and other costs related to Defendant's membership in Grand Harbor Golf & Yacht Club. Defendant argues that Plaintiff materially breached the contract between Defendant and Grand Harbor Yacht Club because the Club did not build the clubhouse in accordance with expectations of the Defendant. However, this Court finds building of the clubhouse was part of the basis for the contract, and thus, not building the clubhouse is not a material breach of the contract which would absolve Defendant from payment of dues, minimums, etc. Therefore, this Court finds in favor of Plaintiff in the amount of \$29,476.68 against Defendant.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/28/2018.

BJ Brandimarte for BJ Brandimarte
BJ Brandimarte for BJ Brandimarte

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SC Court of Appeals

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Court Reporter:

E-Filing Note: 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 judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

Counsel for Plaintiff is instructed to prepare an order for the Court's review including proposed findings of fact and law. That proposed order should be sent to Defendant and the Court via email in a Word document.



Greenwood Common Pleas

Case Caption: Challenge Golf Group of SC LLP The VS BJ Brandimarte
Case Number: 2015CP2400337
Type: Order/Electronic Form 4

So Ordered

s/Letitia H. Verdin, SC Judge 2162