

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

IN THE COURT OF COMMON PLEAS  
Case No. 2013-CP-10-7107

SEA ISLAND FOOD GROUP, LLC )  
doing business as SQUEEZE, )  
 )  
Plaintiff, )

v. )

**ORDER VACATING PREVIOUS ORDER  
FILED JULY 14, 2015**

YASCHIK DEVELOPMENT )  
COMPANY, INC. doing business as )  
YASCHIK ENTERPRISES, HILTON )  
SMITH, EAST BAY COMPANY, )  
LTD., and MICHAEL J. QUILLEN )  
FAMILY LIMITED PARTNERSHIP, )  
 )  
Defendants. )

MICHAEL J. QUILLEN FAMILY )  
LIMITED PARTNERSHIP, )  
 )  
Third-Party Plaintiff, )

v. )

TOP OF THE BAY, LLC )  
 )  
Third-Party Defendant. )

TOP OF THE BAY, LLC, )  
d/b/a CLUB LIGHT )  
 )  
Fourth-Party Plaintiff, )

v. )

YASCHIK DEVELOPMENT )  
COMPANY, INC. doing business as )  
YASCHIK ENTERPRISES, )  
 )  
Fourth-Party Defendant. )

**FILED**  
2017 NOV -8 AM 10:00  
JULIE J. ANTISTRONG  
CLERK OF COURT

**RECEIVED**  
JUN 04 2018  
SC Court of Appeals

*Handwritten initials*

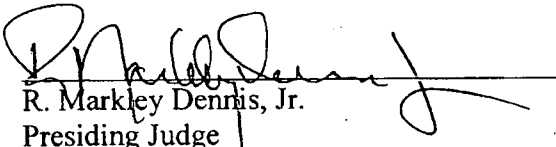
This matter is before the Court on the joint motion of the Plaintiff, Sea Island Food Group, LLC ("Squeeze"), and Defendants East Bay Company Ltd. ("EBCO") and Hilton Smith ("Smith") to vacate the Court's previous Order Granting Motion to Dismiss First Amended Complaint filed July 14, 2015 and to dismiss Squeeze's claims against EBCO and Smith, with prejudice. A hearing was held on October 30, 2017, with the following attorneys appearing: Lindsey W. Cooper, Jr. for Squeeze; Charles J. Baker III for EBCO and Smith; and Robert E. Sumner IV and E. Brandon Gaskins for Yaschik Development Company.

Rule 60(b)(5) of the South Carolina Rules of Civil Procedure allows the Court to grant relief from a judgment or order on the grounds that it is no longer equitable for it to have prospective application. Such a motion is addressed to the sound discretion of the trial court.


Now, therefore, it is

**ORDERED** that the Court's previous Order Granting Motion to Dismiss First Amended Complaint filed July 14, 2015, is hereby vacated *nunc pro tunc* and that Squeeze's, EBCO's and Smith's motion to dismiss Squeeze's claims against EBCO and Smith is denied.

**AND IT IS SO ORDERED.**

  
R. Markley Dennis, Jr.  
Presiding Judge

CHARLESTON, SC  
November 6, 2017

ATTEST: A TRUE COPY  
JULIE K. ARMSTRONG (SEAL)  
CLERK, C.P. & S.C.  
By   
DEPUTY CLERK

R.M. 2

CHARLESTON\695072v2

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-7107

Sea Island Food Group, LLC d/b/a  
 Squeeze; et al.

Yaschik Development Company, Inc.  
 d/b/a/ Yaschik Enterprises; et al.

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff	<input type="checkbox"/> Defendant
	or	
	<input type="checkbox"/> 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.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

RECEIVED

JUN 04 2018  
 SC Court of Appeals

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

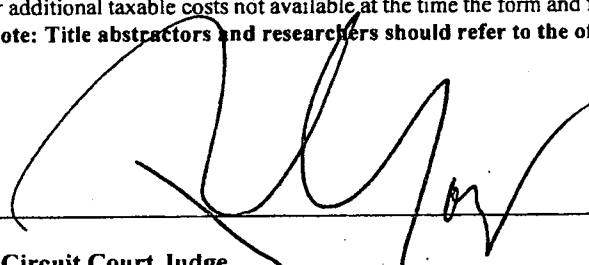
**IT IS ORDERED AND ADJUDGED:**  See attached order (formal order to follow)  Statement of Judgment by the Court: **We, the jury, find for the Plaintiff Michael J. Quillen Family Limited Partnership against Yaschik Development Company Inc., d/b/a Yaschik Enterprises. We, the jury, find for the Plaintiff, Sea Island Food Group, LLC d/b/a Squeeze against Yaschik Development Company Inc., d/b/a Yaschik Enterprises. We, the jury, find for the Plaintiff, Top of the Bay, Inc. d/b/a Club Light against Yaschik Development Company Inc., d/b/a Yaschik Enterprises.**

This order  ends  does not end the case.  
 Additional Information  
 for the Clerk :

INFORMATION FOR THE PUBLIC 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)
Michael J. Quillen Family Limited Partnership	Yaschik Development Company Inc., d/b/a Yaschik Enterprises	\$1,112,857.10 Actual Damages

Sea Island Food Group, LLC d/b/a Squeeze	Yaschik Development Company Inc., d/b/a Yaschik Enterprises	\$738,371.64 Actual Damages \$469,393.10 Punitive Damages
Top of the Bay, Inc. d/b/a Club Light	Yaschik Development Company Inc., d/b/a Yaschik Enterprises	\$1.00 Nominal Damages \$133,333.33 Punitive Damages
		\$
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.

  
Circuit Court Judge

2134  
Judge Code

2/5/18  
Date

**For Clerk of Court Office Use Only**

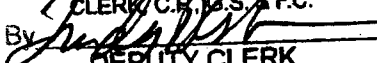
This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
CLERK OF COURT

**Court Reporter: Amanda Haffenden**

ATTEST: A TRUE COPY  
JULIE J. ARMSTRONG (SEAL)  
CLERK C.S. & F.C.  
By   
DEPUTY CLERK



Please answer each of the below questions in order. Your decisions must be unanimous.

**MICHAEL J. QUILLEN FAMILY LIMITED PARTNERSHIP (FLP)**

**Breach of Contract Against Yaschik**

Did Yaschik breach the Master Lease by improperly terminating the lease on the basis that the premises were totally destroyed? Yes  No

If yes, did the breach proximately cause damage to the FLP? Yes  No

If yes, award appropriate damages to FLP: \$ 1,112,857.10

If you find for FLP on its Breach of Contract Claim then you may consider the following claims of FLP, Squeeze and TOB. If you find Yaschik did not breach its contract with FLP, stop deliberating.

**FLP Breach of Contract Accompanied by a Fraudulent Act Against Yaschik**

If yes in FLP's Breach of Contract claim against Yashick and damages awarded:

Was Yaschik's breach of the Master Lease accompanied by a fraudulent act? Yes  No

If yes, did the breach proximately cause damage to the FLP? Yes  No

If yes and proven by clear and convincing evidence, award punitive damages to FLP: \$ 0

**Sea Island Food Group, LLC, d/b/a Squeeze**

**Intentional Interference with Contract Against Yaschik**

Did Yaschik intentionally interfere with Squeeze's sublease without justification by terminating the Master Lease?

Yes  No

If yes, did the interference proximately cause damage to Squeeze? Yes  No

If yes, award appropriate damages to Squeeze: \$ 738,371.<sup>64</sup>

If proven by clear and convincing evidence, award punitive damages to Squeeze: \$ 469,393.<sup>10</sup>

**Top of the Bay, Inc., d/b/a Club Light**

**Intentional Interference with Contract Against Yaschik**

Did Yaschik intentionally interfere with Top of the Bay's sublease without justification

by terminating the Master Lease?

Yes  No

If yes, did the breach proximately cause damage to TOB?

Yes  No  ~~Yes~~ <sup>2/2/18</sup>

If yes, award appropriate damages to Top of Bay: \$ \$1.00

If proven by clear and convincing evidence, award punitive damages to Top of the Bay: \$ 133,333.<sup>33</sup>

Jaschik Myra 2/2/18  
Foreman/Date