

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
FOURTEENTH JUDICIAL CIRCUIT
CASE NO.: 2016-CP-07-01825

STEPHEN CRAIG MOLLOY and ISLAND)
GROUP INC., d/b/a CAROLINA)
CLEANING;)

**ORDER GRANTING DEFENDANTS'
MOTION FOR SUMMARY JUDGMENT**

Plaintiffs,

vs.

BEAUFORT COUNTY; GARY KUBIC,)
Individually and as Beaufort County)
Administrator; JOSH GRUBER, Individually)
and as former Beaufort County In-House)
Attorney; BRYAN HILL, Individually and)
as former Beaufort County Deputy)
Administrator; SHANNON LOPER,)
Individually and as Employee of the)
Beaufort County Parks and Leisure; STU)
RODMAN, as Finance Chair of the Beaufort)
County Council; and DAVE THOMAS,)
Procurement Director for Beaufort County,)
South Carolina; DISABILITIES AND)
SPECIAL NEEDS (NON-PROFIT); and)
BEAUFORT COUNTY DSN BOARD)

Defendants.

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SC Court of Appeals

This matter came before the Court upon Defendants' Motion for Summary Judgment ("Motion for Summary Judgment"), which was originally filed on or about July 21, 2017. Defendants supported their Motion for Summary Judgment with the pleadings, as well as affidavits that they had previously filed with the Court in opposition to Plaintiffs' Motion for Temporary Injunction and Temporary Restraining Order. On February 7, 2018, Defendants filed their Supplemental Memorandum in Support of Motion for Summary Judgment and in Opposition to Plaintiffs' Motion for Summary Judgment. On June 25, 2018, Defendants filed their Second Supplemental Memorandum in Support of Motion for Summary Judgment, with supporting documentation and evidence.

Plaintiffs have filed numerous factual and legal responses to Defendants' Motion for Summary Judgment, including:

- August 2, 2017: Plaintiffs filed their Return in Opposition to Motion for Summary Judgment and as many as 37 exhibits in support of their arguments;
- December 4, 2017: Plaintiffs filed their own Motion for Summary Judgment, along with an 8-page Affidavit of Craig Molloy¹;
- March 21, 2018: Plaintiffs filed a 7-page Supplemental Affidavit of Craig Molloy, with 17-pages of exhibits thereto;
- April 30, 2018: Plaintiffs filed numerous exhibits and an Affidavit of Cynthia Bensch;
- May 2, 2018: Plaintiffs filed their Post-Hearing Memorandum on summary judgment;
- May 8, 2018: Plaintiffs filed another 9-page Affidavit of Craig Molloy;
- May 17, 2018: Plaintiffs filed another 9-page Affidavit of Craig Molloy;
- May 25, 2018: Plaintiffs filed numerous exhibits and timelines in opposition to Defendants' Motion for Summary Judgment, as well as another 6-page Affidavit of Craig Molloy.

Plaintiffs have also filed motions (with supporting affidavits and evidence) seeking leave to amend their Complaint (to which Defendants consented) and to disqualify the undersigned (which I have denied). While Plaintiffs oppose summary judgment, among other reasons, because they want to conduct discovery, they have not submitted an affidavit pursuant to South Carolina Rule of Civil Procedure 56(f). ("Should it appear from the affidavits of a party opposing the motion that he cannot for reasons stated present by affidavit facts essential to justify his opposition, the court may refuse the application for judgment or may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such order as is just."). Plaintiffs have not set forth what relevant evidence they anticipate discovery would reveal. The Court has extended the deadlines for Plaintiffs to submit

¹ Plaintiffs ultimately withdrew their Motion for Summary Judgment.

evidence or argument opposing Defendants' motion. I find that Plaintiffs have had a complete opportunity to research and brief the issues raised in Defendants' Motion for Summary Judgment.

In addition to the parties' comprehensive written submissions, the parties have had the opportunity to fully orally advocate their positions to the Court. On March 23, 2018, the Court held a nearly 3½ hour argument on Defendants' Motion for Summary Judgment, at which the parties had a full and fair opportunity to set forth their positions. The Court conducted telephone status conferences on Defendants' Motion for Summary Judgment on May 11, 2018 and June 27, 2018, to ensure that the record was completed to the satisfaction of the parties.

I have read all of the parties' submissions and have carefully considered the parties' respective arguments. For the reasons that follow, the Court must conclude that Plaintiffs cannot proffer a scintilla of evidence to support their claims and that Defendants are entitled to judgment as a matter of law. Therefore, it is hereby ORDERED, ADJUDGED and DECREED that Defendants' Motion for Summary Judgment be, and hereby is, GRANTED.

INTRODUCTION

A. Factual Background

On October 25, 2010, Beaufort County entered a Contract for Janitorial Services ("2010 Contract") with Plaintiff Island Group Inc., d/b/a Carolina Cleaning ("Carolina Cleaning"), which referenced Request for Proposal ("RFP") # 3910/100566. Carolina Cleaning is owned and operated by Plaintiff Stephen Craig Molloy ("Mr. Molloy"). The term of the 2010 Contract was "for a period of one (1) year . . . ending on October 31, 2011," with four possible one-year year renewals — such that the 2010 Contract would "not exceed five (5) years." The County extended the 2010 Contract through October 31, 2012 and again through November 1, 2013. The County then extended the 2010 Contract on a month-to-month basis.

Over time, the County partially terminated Carolina Cleaning's 2010 Contract as to certain locations and opened those locations for proposals. The County ultimately elected to have certain of its buildings cleaned by Consumers of the Beaufort County Department of

Disabilities and Special Needs ("DSN") — through an internal contract between the County and its DSN department.² The DSN is a department of Defendant Beaufort County whose mission is "[t]o provide quality services and support to our consumers and to facilitate opportunities for them to live productively and inclusively in the community." Among the services DSN provides to individuals with disabilities or special needs (consumers) are residential services, day program services, waiver services, respite services, job coach services, early intervention services, family support services, Camp Treasure Chest and after school programs. DSN also provides people with disabilities assistance with obtaining and maintaining employment through various approaches.

When the remainder of the 2010 Agreement was set to end for non-renewal, the County sought proposals for the cleaning services for all buildings that Carolina Cleaning was still servicing. In this regard, the County issued RFP # 14305, "Request for Proposals to Provide Janitorial Services for Beaufort County, South Carolina," with a closing date of March 5, 2014. RFP # 14305 encompassed Beaufort County facilities located both North and South of the Broad River. Carolina Cleaning submitted a proposal for RFP # 140305. The County awarded the contract for RFP # 140305 to A&B Cleaning Service Inc. of Greenville, North Carolina. On the final scoresheet, A&B had the highest score with 503 points and a cost of \$585,828. Carolina Cleaning, the incumbent on the contract, had a score of 333 points and a cost of \$833,628, finishing in 10th place out of 16 potential vendors. Plaintiff does not dispute Carolina Cleaning's score or that it was not the top proposal for this work. Carolina Cleaning has done no work for Beaufort County since the 2010 Contract expired on June 30, 2014.

² Plaintiffs allege that Defendants have abused DSN Consumers by having them perform janitorial work. Plaintiffs have submitted no evidence to support this claim, and it is not relevant to the issues raised in Defendants' Motion for Summary Judgment.

B. Procedural History

On August 22, 2016, Plaintiffs Carolina Cleaning, Molloy and Jack Wayne Molloy filed their original Verified Complaint, asserting claims against Beaufort County and the following current and former employees or agents:

- Gary Kubic, Individually, and as Beaufort County Administrator;
- Josh Gruber, Individually and as former Beaufort County In-House Attorney;
- Bryan Hill, Individually and as former Beaufort County Deputy Administrator;
- Shannon Loper, Individually, and as employee of the Beaufort County Parks and Leisure; and
- Stu Rodman, Finance Chair of Beaufort County Council.

On February 15, 2017, Plaintiffs (dropping Jack Wayne Molloy) filed their first Amended Verified Complaint, adding Defendant Dave Thomas, Procurement Director of Beaufort County.

On June 5, 2018, with the consent of Defendants, Plaintiff filed their second Amended Verified Complaint, which added Defendants “Disabilities and Special Need (Non-Profit)” and “Beaufort County DSN Board”. This is the controlling and most recent complaint in this matter. Plaintiffs' second Amended Verified Complaint was filed on behalf of Steven Craig Molloy, individually and on behalf of the Beaufort County Taxpayers and Island Group, Inc., d/b/a Carolina Cleaning.³ Defendants' agreement to permit Plaintiffs to amend their Complaint was conditioned upon the Motion for Summary Judgment. remaining pending and applicable to all claims by all Plaintiffs against all Defendants.

In their second Amended Verified Complaint, Plaintiffs allege the following causes of action: (1) breach of contract with fraudulent act/ bid-rigging and non-complaint (sic) BC ordinance/BCDSN Board; (2) intentional interference with prospective contractual relations; (3) coercion; (4) violation of procurement, Article 4 of Consolidated Procurement Code; (5) statute of limitations threshold; (6) bid-rigging/collusion/interference; (7) unjust enrichment and

³ Plaintiff's claims asserted under taxpayer standing involve the same alleged conduct of the Defendants as his direct claims and those of his company.

violation of S.C. Code § 2-532 (sic); (8) violation of the South Carolina Unfair Trade Practices Act (as to individual defendants); and (9) taxpayer standing to sue.

As set forth above, Defendants' moved for summary judgment more than a year ago. In the interim, the parties have set forth their positions orally and in writing, in full and complete detail. For the reasons that follow, the Court hereby GRANTS Defendants' Motion for Summary Judgment against Plaintiffs as to all claims asserted in this lawsuit.

ANALYSIS

A. Plaintiffs' Claims Fail Because They Cannot Support Any Claim Regarding Carolina Cleaning's Contract or the Procurement Process

Plaintiffs' claims, under whatever legal theory asserted,⁴ boil down to the following two primary contentions: (a) Beaufort County wrongfully terminated (or failed to renew) Carolina Cleaning's 2010 Contract; and (b) Beaufort County engaged in improper conduct with regard to its analysis of the proposal with regard to the 2012 RFP # 3910/120221 or with regard to the selection of DSN Consumers to clean certain buildings. In fact, these two contentions are fundamental elements of all of Plaintiffs' claims. As discussed below, both of these contentions are without factual or legal basis. Therefore, Plaintiffs' claims must fail in their entirety.

1. The Express Language of Carolina Cleaning's 2010 Agreement Precludes Any Claims Regarding Termination or Non-Renewal

Plaintiffs have argued, to a great extent, their claims are proper because they have alleged that the County wrongfully (and "randomly") terminated Carolina Cleaning's 2010 Agreement. However, the plain language of the governing 2010 Contract documents makes clear that the County acted entirely within its contractual rights. As a result, Plaintiffs' claims must fail. Therefore, this Court must grant the County's Motion for Summary Judgment to the extent Plaintiff's claims center around the termination of Carolina Cleaning's contract. It is beyond

⁴ In their Complaints, Plaintiffs have referenced and made allegations concerning an incident in which one of the individual Defendants allegedly assaulted Plaintiff Mr. Molloy's minor son. At oral argument, Plaintiffs' counsel conceded that Plaintiffs are not pursuing such a claim in this lawsuit.

dispute that the 2010 Agreement permitted the County to terminate (or not renew) for any reason. Paragraph 5 of the 2010 Agreement provides:

The term of this Agreement shall be for a period of one (1) year starting on November 1, 2010 and ending on October 31, 2011. There are four (4) one (1) year renewals available on this Contract all at the approval of Beaufort County. The Contract shall not exceed five (5) years.

The 2010 Agreement also states that "Either party may terminate this Agreement upon sixty (60) days' written notice to the other party." The RFP for the 2010 Agreement (which is part of that agreement) also states that "The *County may without cause* terminate this contract *in whole or in part* at any time for its convenience." Carolina Cleaning further "expressly waive[d] any claims for lost profits or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience." Under these provisions, the County was free to terminate (or not renew) all, or part, of the 2010 Contract for any reason at any time. The County exercised this contractual right to terminate Carolina Cleaning's 2010 Contract as to certain locations. As to the remaining locations under the 2010 Contract, the County also properly exercised its right to terminate or not renew. Plaintiff cites nothing in the 2010 Contract that prohibited the County from terminating Carolina Cleaning's agreement at will.

For these reasons, this Court grants Defendants' Motion for Summary Judgment as to all claims based on the County's termination or nonrenewal of the 2010 Contract.

2. Plaintiffs' Claims Regarding the Procurement Process Are Without Merit

Plaintiffs' second Amended Verified Complaint also alleges that Defendants acted improperly in the procurement process for RFP's *other than* the 2010 Contract. Plaintiffs claim that Defendants somehow misused Carolina Cleaning's proposal information or otherwise tipped the scales in favor of DSN or other bidders. These claims fail because, with regard to each relevant RFP, Carolina Cleaning was actually beaten by another bidder *other than* DSN. As a result, irrespective of any perceived unfairness in favor of DSN, Plaintiffs did not sustain any injury that could support their claims. For example, in 2012, the County issued RFP #

3910/120221, entitled "Request for Proposals to Provide Janitorial Services, North of the Broad River, Eight Locations for Beaufort County South Carolina," with a closing date of March 22, 2012. Beaufort County awarded a contract to DSN from responses to RFP # 3910/120221 for all of the locations in that RFP except for the DNA lab. Carolina Cleaning's proposal for the same work was \$88,680, making it the third-place finisher for those nine buildings, behind both DSN and Heavy D's of Beaufort. With respect to RFP # 3910/120221, Plaintiffs present no evidence that they were harmed by any alleged unfair advantage. Carolina Cleaning obtained the contract for the sheriff's DNA laboratory. As to the other locations, Carolina Cleaning was not even the lowest non-DSN bidder.

Additionally, with regard to the proposal process for all of the remaining buildings on Carolina Cleaning's contract, RFP # 14305 ("Request for Proposals to Provide Janitorial Services for Beaufort County, South Carolina," closing date of March 5, 2014), the County awarded that contract to A&B Cleaning Service Inc. of Greenville, North Carolina, *not DSN*. A&B obtained the highest score with 503 points and a cost of \$585,828. Conversely, Carolina Cleaning, the incumbent on the contract, had a score of only 333 points and a cost of \$833,628, finishing in *10th place* out of 16 vendors. Plaintiffs cannot possibly show any harm to them from Defendants' alleged misconduct in the procurement process.

For the foregoing reasons, even assuming that all of Plaintiffs' meritless accusations are true, they cannot conceivably succeed on their claims to the extent they are premised upon allegations of misconduct in the procurement process.

B. Plaintiffs Failed to Pursue Their Remedies Under the Beaufort County Procurement Code and the RFP/Contract Documents

In addition to the foregoing, Plaintiffs' claims fail under any legal theory because they failed to exhaust administrative remedies. The Beaufort County Procurement Code was adopted pursuant to the South Carolina Consolidated Procurement Code, which provides: "All political subdivisions of the State shall adopt ordinances or procedures embodying sound principles of appropriately competitive procurement." *See* S.C. Code § 11-35-50. Beaufort County's

Procurement Code and the relevant contracts/RFPs make clear that Plaintiffs' remedy, if any, must be asserted by a protest filed with the County's Purchasing Director. The Beaufort County Procurement Code requires that pre-litigation steps be taken with regard to any claims by proposers or contractors:

- (a) Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract under this division may protest to the purchasing director. *The protest shall be submitted in writing 14 days after such aggrieved person knows or should have known of the facts giving rise thereto.*
- (b) Authority to resolve protest. The purchasing director shall have authority, *prior to the commencement of an action in court* concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) Decision. If the protest is not resolved by mutual agreement, the purchasing director shall issue a decision in writing within ten days. The decision shall:
 - (1) State the reasons for the action taken; and
 - (2) Inform the protestant of its right to administrative review as provided in this section.

See Beaufort County Code § 2-551(a)-(c) (emphasis added).

The 2010 Contract incorporates detailed requirements regarding the administrative remedy of a protest as a precedent to a lawsuit filed in court (emphasis added):

14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest *shall be submitted in writing fourteen (14) days* after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, *prior to the commencement of an action in court concerning the controversy*, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.2 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.2.1 State the reasons for the action taken; and

14.2.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

The 2010 Contract documents also provides that "All contract disputes will be referred to Beaufort County Purchasing Director for resolution." RFP # 3910/120221 contains nearly identical provisions.

If Plaintiffs believe that the County (or any Defendant) wronged them with regard to the 2010 Contract or the procurement process relating to any other contract awards, the proper forum for them to complain about such a dispute was the administrative remedy provided by the procurement ordinance. Carolina Cleaning never filed a proper protest concerning the proposals, procurement or contracting for janitorial services in Beaufort County. If Carolina Cleaning believed that the contracting or RFP process was unfair, it could have filed a formal protest in writing. Such protest procedures are provided in the Beaufort County Procurement code and Beaufort County's RFPs for vendors to follow if they have a reason or desire to protest an award.

Therefore, because Plaintiffs failed to exhaust the exclusive remedy under the Beaufort County Procurement Code and the governing contractual documents, Plaintiff's claims are improper.

C. Plaintiffs' Tort Claims Are Time-Barred

The South Carolina Tort Claims Act ("SCTCA") "is the *exclusive* civil remedy available for any tort committed by a government entity, its employees, or its agents except as provided in § 15-78-70(b)." *See Health Promotion Specialists, Inc. v. South Carolina Bd. of Dentistry*, 403

S.C. 623, 635, 743 S.E.2d 808, 814 (2013) (emphasis added); *accord* S.C. Code § 15-78-200 (SCTCA "is the exclusive and sole remedy for any tort committed by an employee of a governmental entity while acting within the scope of the employee's official duty."); *Proctor v. Dep't of Health & Env'tl Ctrl.*, 368 S.C. 279, 290, 628 S.E.2d 496, 502 (Ct. App. 2006) ("The [SCTCA] governs all tort claims against governmental entities and is the *exclusive* civil remedy available in an action against a governmental entity or its employees.") (emphasis added). "Because the Tort Claims Act provides the 'exclusive' remedy for torts committed by governmental employees, unless an exception applies, the statute of limitations contained within the act will apply." *See Loadholt v. Cribb*, No. 2004-UP-238, 2004 WL 6251537, at *3 (Ct. App. Apr. 12, 2004). Under the SCTCA, Plaintiff must have commenced this lawsuit "within two years after the date the loss was or should have been discovered." *See* S.C. Code § 15-78-110.⁵

Because the SCTCA "contains a definition of loss that differs from that of other statutes," the statutory period runs from the date of injury, not when Plaintiff learned what caused his injury. *See Bayle v. South Carolina Dep't of Transp.*, 344 S.C. 115, 121-127, 542 S.E.2d 736, 739-42 (Ct. App. 2001). "Under the Tort Claims Act, however, the statute of limitations begins to run when the plaintiff should know that he might have a potential claim against another, not when he develops a full-blown theory of recovery." *Joubert v. South Carolina Dep't of Soc. Servs.*, 341 S.C. 176, 190, 534 S.E.2d 1, 8 (Ct. App. 2000). The statute of limitations under the SCTCA is governed by a discovery rule:

Actions brought under the Act are subject to the discovery rule. *Joubert v. South Carolina Dept. of Soc. Services*, 341 S.C. 176, 190, 534 S.E.2d 1, 8 (Ct.App.2000). "According to the discovery rule, the statute of limitations begins to run when a cause of action reasonably ought to have been discovered." *Id.* The statute does not necessarily run from the date of the negligent act, but from when the injury resulting from the negligent act is discovered or may be discovered by the exercise of "reasonable diligence." *Id.*, 341 S.C. at 190-91, 534 S.E.2d at 8.

⁵ The period under the SCTCA may be extended to *three* years, "if the claimant first filed a claim pursuant to this chapter." *See* S.C. Code § 15-78-110. There is no evidence that Plaintiffs would be entitled to the benefit of this rule.

“The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded or that some claim against another party might exist.” *Snell v. Columbia Gun Exch., Inc.*, 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981). “The date on which discovery should have been made is an objective, not subjective, question.” *Joubert*, 341 S.C. at 191, 534 S.E.2d at 9. Additionally, the fact that the injured party does not comprehend the full extent of his injuries is immaterial. *Dean v. Ruscon Corp.*, 321 S.C. 360, 364, 468 S.E.2d 645, 647 (1996).

Knox v. Greenville Hosp. Sys., 362 S.C. 566, 570-71, 608 S.E.2d 459, 462 (Ct. App. 2005). The statute runs at one time for all claims based on the injury. See *Tollison v. B&J Machinery Co.*, 812 F. Supp. 618 (D.S.C. 1993); accord *Cline v. J.E. Faulkner Homes, Inc.*, 359 S.C. 367, 597 S.E.2d 27 (Ct. App. 2004); *McClain v. Jarrard*, 354 S.C. 218, 580 S.E.2d 763 (Ct. App. 2003); *Wiggins v. Edwards*, 314 S.C. 126, 128, 442 S.E.2d 169, 170 (1994).

Plaintiffs' claims of improper conduct in connection with RFP # 3910/120221 involve conduct occurring in 2012. Carolina Cleaning has done no work for Beaufort County since June 30, 2014. Minutes from the May 27, 2014 Beaufort County Council meeting reflect that the contract was *publicly* awarded to A&B Cleaning Services, Inc. of Greenville, not Carolina Cleaning. As a result, Plaintiffs knew or had constructive knowledge of any potential claims against Defendants at that time. However, Plaintiffs did not file this lawsuit until August 22, 2016, more than two years later. Plaintiffs have not presented any evidence of diligence regarding the investigation of their claims. Under the SCTCA's two-year statute of limitations, Plaintiffs' tort claims against the County are plainly time-barred. Therefore, this Court grants Defendants' Motion for Summary Judgment as to all of Plaintiffs' tort claims.

D. Plaintiffs' Claims Against the Individual Defendants Must Fail

Not content to merely pursue claims against the County, Plaintiffs have also sued numerous individual employees and/or agents of the County (and well-meaning public servants), including Gary Kubic, Josh Gruber, Bryan Hill, Shannon Loper, and Stu Rodman. The Court determines that Plaintiffs improperly sued these individual Defendants in violation of the SCTCA. See S.C. Code § 15-78-70(c) (“On or after January 1, 1989, a person, when bringing an

action against a governmental entity under the provisions of this chapter, shall name as a party defendant only the agency or political subdivision for which the employee was acting and is not required to name the employee individually, unless the agency or political subdivision for which the employee was acting cannot be determined at the time the action is instituted. In the event that the employee is individually named, the agency or political subdivision for which the employee was acting must be substituted as the party defendant.”). Therefore, the Court grants summary judgment as to all claims against the individual Defendants.

E. Plaintiff's Claims Are Defective

In addition to the foregoing, Plaintiffs claims all fail on the merits, for reasons that are apparent from the face of the record. These bases are set forth in, *inter alia*, Defendants' July 21, 2017 Motion for Summary Judgment, at pages 21-29, which the Court incorporates by reference.

CONCLUSION

For the foregoing reasons, this Court GRANTS summary judgment to all Defendants against Plaintiffs as to all claims asserted in this lawsuit.

IT IS SO ORDERED:

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2016 CP-07-1825

STEPHEN CRAIG MOLLOY and ISLAND
 GROUP

BEAUFORT COUNTY, ET AL.

RECEIVED
 DEC 10 2018
 SC Court of Appeals

INC., D/B/A CAROLINA CLEANING
 PLAINTIFF(S)

DEFENDANT(S)

Submitted by: John W. Fletcher and M. Dawes Cooke, Jr., Barnwell
 Whaley Patterson & Helms, LLC, PO Drawer H, Charleston, SC 29402 –
 (843) 577-7700

Attorney for : Plaintiff Defendant
 or
 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), 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
- 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 Statement of Judgment by the Court: For the reasons set forth in the attached Order Granting Defendants' Motion for Summary Judgment the Court hereby enters summary judgment in favor of all Defendants and against all Plaintiffs.

ORDER INFORMATION

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)
		\$
		\$



Beaufort Common Pleas

Case Caption: Steven Craig Molloy , plaintiff, et al VS Beaufort County ,
defendant, et al

Case Number: 2016CP0701825

Type: Order/Summary Judgment

So Ordered:

s/Marvin H. Dukes III #3069