

STATE OF SOUTH CAROLINA)
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COUNTY OF ANDERSON)
)
Federal Logistics, Inc.,)
)
Plaintiff,)
)
vs.)
)
DMP Construction, LLC,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS

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APR 24 2019
SC Court of Appeals

ORDER FOR JUDGMENT

2017-CP-04-01382

This matter came before me for jury trial on December 5, 2018. At the conclusion of the presentation of the evidence, both parties made motions for directed verdict. The parties had previously stipulated that there was a valid and binding contract between them for the freight brokerage services. The only issue to be determined was the amount due to the Plaintiff. Plaintiff asserts the balance due is the total of the non-discounted charges of \$54,377.24 plus interest of 1½% per month from May 15, 2016 to date of trial. Defendant asserts that the amount due is \$16,421.28 plus interest of 1½% per month from May 15, 2016 to date of trial.

I find that there is no issue of fact to be determined by the jury in this matter. Defendant admitted to signing the agreement and to the terms and conditions that govern the relationship. The terms and conditions require payment to be made timely, and if payment was not made timely Plaintiff could reissue invoices for their services at the non-discounted rate. The agreement further provided that if payments were not made timely, interest of 1½% per month would accrue on the account and Defendant would liable for recovery of reasonable attorney's fees. It is undisputed that Plaintiff provided the services requested by the Defendant and the Defendant has not paid timely. Plaintiff reissued for the non-discounted charges. Defendant asserts that the

non-discounted charges include interest at a daily rate not allowed by the contract, however there is no evidence in the record that the non-discounted charges are anything other the full cost of the shipments without discount. Accordingly, for these reasons and for all reasons stated by the Court in the record, I have directed verdict in favor of Plaintiff for the sum of \$54,377.24 plus interest at 1½% per month from May 15, 2016 to date of trial plus reasonable attorney's fees. After reviewing and considering the affidavit of Plaintiff's counsel, and considering all the relevant factors regarding award of attorney's fees, including the time necessarily expended, the reputation of counsel, and the results obtained, I find that attorney's fees in the sum of \$8,100.00 would be a reasonable attorney's fee award for Plaintiff's attorney in this action.

THEREFORE, IT IS ORDERED that Plaintiff have judgment against the Defendant, DMP Construction, LLC, for the principal sum of \$54,377.24, plus interest of \$24,469.50, plus reasonable attorney's fees of \$8,100.00, making a total of Eighty-Six Thousand Nine Hundred Forty-Six and 74/100 (\$86,946.74) Dollars.

IT IS SO ORDERED.

[SIGNATURE PAGE TO FOLLOW]