

Amanda Griffith

ISL Development, LLC, and Steven Stewart,  
 individually

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.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRPC;  Rule 41(c), 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

FILED  
 2019 MAR -5 PM 1:55  
 CLERK OF COURT  
 JUDGE L. ANTHONY TRONCONE

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:

**ORDER INFORMATION**

This order  ends  does not end the case.

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)
Amanda Griffith	Steven Stewart	\$419,160.54
If applicable, describe the property, including tax map information and address, referenced in the order: N/A		

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.  
 E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

	2764	3/5/19
Circuit Court Judge	Judge Code	Date

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MAY 03 2019

SC Court of Appeals

STATE OF SOUTH CAROLINA )

IN THE COURT OF COMMON PLEAS  
THE NINTH JUDICIAL CIRCUIT

COUNTY OF CHARLESTON )

CASE NO.: 2016-CP-10-05773

AMANDA GRIFFITH, )

Plaintiff, )

BY \_\_\_\_\_

JULIE J. ARMSTRONG  
CLERK OF COURT

2019 MAR -5 PM 1:51

FILED

ORDER  
(Damages)

VS. )

ISL DEVELOPMENT, LLC, and STEVEN )  
STEWART, INDIVIDUALLY, )

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Defendants. )

MAY 03 2019

SC Court of Appeals

This case was tried before the court on August 29, 2018, without a jury. The court filed its order on December 12, 2018, finding the Defendant Steven Stewart liable as personal guarantor of the loan made by Plaintiff to Defendant ISL Development. A damages hearing was held on Friday, January 25, 2019. Present were Plaintiff Amanda Griffith, represented by Patrick Flynn, esquire, and Defendant Steven Stewart, represented by Capers G. Barr, III, esquire.

**ORDER**

After considering arguments from both sides and evidence submitted to the court, the court finds:

1. Defendant Stewart is liable to Plaintiff in the amount of \$200,000.00, representing the principal balance of the Promissory Note which Defendant Stewart personally guaranteed.

*JBarr*

2. Defendant Stewart is liable to the Plaintiff in the amount of \$130,000.00, representing the interest owed on the Promissory Note which Defendant Stewart personally guaranteed. Interest is calculated at 12% per annum and commenced on September 1, 2013, as the evidence established that the check representing the monthly payment for September 2013 through November 2013 was returned for Non-Sufficient Funds, and no further interest payments were made after that time. This \$130,000.00 interest reflects credit for monthly interest payments made by ISL from February through August, 2013, as reflected by the evidence at trial. There are a total of 65 months of accrued interest between September, 2013, and January, 2019. Sixty-five months at the rate of \$2,000.00 per month equals \$130,000.00 in total accrued interest to which Plaintiff is entitled.
3. Defendant Stewart is liable to Plaintiff in the amount of \$89,160.54, which represents reasonable attorney's fees associated with the Plaintiff's efforts to collect this debt.
4. The total judgment of \$419,160.54 shall accrue interest at the rate of Nine and One-Half Percent (9.5% per annum) until the judgement is satisfied in full.

AND IT IS SO ORDERED!

  
\_\_\_\_\_  
Jennifer B. McCoy, Presiding Judge

March 5, 2019.  
Charleston, South Carolina

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