

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)
Signature Enterprises of the)
Upstate, Inc., a South)
Carolina Corporation,)
Thomas F. Jagodzinski and)
Bonnie Jagodzinski, as)
principals and individually,)
)
Plaintiffs,)
)
Vs.)
)
Nick Lignos,)
)
Defendant:)

IN THE COMMON PLEAS COURT
2017-CP-23-01483

RECEIVED
OCT 15 2019
SC Court of Appeals

ORDER

PRESIDING JUDGE: The Honorable Alex Kinlaw, Jr.
ATTORNEY FOR PLAINTIFFS: Rodney M. Brown
ATTORNEY FOR DEFENDANT: Pro Se
HEARING DATE: August 21, 2019
COURT REPORTER:

This matter was called to trial on the 21st day of August, 2019. The Defendant has been served with numerous notices of this trial. He was served with notice for the roster meeting on Monday by the Court. He was subsequently notified on Monday that the trial would be held on Wednesday, August 21, 2019, and he was notified by Plaintiffs' attorney by certified mail that they would have the case heard the week of August 19th at the Courthouse with the proper address. The Court finds that the Defendant had more than sufficient and appropriate notice to be at the trial.

Based upon the testimony and evidence, the Court makes the following findings and conclusions:

1. The Court has jurisdiction over the parties and the subject matter. Venue is proper in Greenville County Common Pleas Court.
2. The Defendant was properly notified of the trial on numerous occasions and failed to appear.
3. The Plaintiffs, Thomas F. Jagodzinski and Bonnie Jagodzinski owned and operated a business entitled Westside Flooring Center. They ran it through the corporation entitled Signature Enterprises of the UpState, Inc.
4. On the 22nd day of July, 2016, the Defendant, Nick Lignos, entered into an agreement for sale and purchase of the assets when he purchased the business, assets, inventory, etc. from the Plaintiffs.
5. There was a Promissory Note also entered into that day requiring the Defendant to pay the sum of Twenty Thousand Dollars (\$20,000.00) in two, Ten Thousand Dollar (\$10,000.00) installments. The Plaintiffs testified and the Court finds that the Defendant has failed to make the second Ten Thousand Dollar (\$10,000.00) payment. Accordingly, he owes Ten Thousand Dollars (\$10,000.00) for the payment owed, Five Hundred Dollars (\$500.00) for the five percent penalty and Two Thousand Nine Hundred Six Dollars (\$2,906.00) for the interest.
6. Accordingly, the Plaintiffs are awarded Thirteen Thousand Four Hundred Six Dollars (\$13,406.00) for failure to make payments on the Promissory Note.

7. Also as part of the Purchase Agreement, the Defendant and Plaintiffs entered into an agreement whereby the Defendant would pay for the inventory used as it was sold. The Plaintiffs testified that they had \$29,000 of inventory and that the Defendant had paid \$8,000 of it. However, there is still due and owing to the Plaintiffs the sum of Twenty Thousand Five Hundred Twenty-Four Dollars and 74/100 (\$20,524.74). The Court finds that this is an additional amount that the Defendant owes to the Plaintiffs.
8. Additionally in accordance with the agreement for sale and purchase of the assets and the Promissory Note if a party is in default under the terms and conditions of the agreement and the Promissory Note, they are allowed to recover costs and attorney fees. The Court finds that the Attorney Fees Affidavit submitted by the Plaintiffs' attorney showing Three Thousand Seventy-Four Dollars and 37/100 (\$3,074.37) is fair and reasonable and awards the Plaintiffs these attorney fees and costs also.
9. Finally the Court finds that the Defendant did sign and the Plaintiffs properly recorded a UCC statement for a number of assets attached to the UCC statement. The Plaintiffs are granted permission to go to the Defendant's facility and recover every asset that is on this list. The Court further finds that the Defendant should be granted a credit for the amount of each asset recovered against the total judgment entered against him herein.
10. Furthermore, the Greenville County Sheriff's Office, is directed to assist the Plaintiffs herein in the recovery of this equipment and assets if necessary.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the Plaintiffs are given a judgment against the Defendant in the total amount of Thirty-Seven Thousand Five Dollars and 11/100 (\$37,005.11).

IT IS FURTHER ORDERED, that the Court awards the Plaintiffs permission to enter upon the Defendant's premises and recover the assets in accordance with the UCC statement and the list of assets and inventory attached to it. The Defendant will be given credit for any assets and inventory recovered against the total judgment.

FINALLY, IT IS HEREBY ORDERED THAT THE SHERIFF OF GREENVILLE IS HEREBY ORDERED TO ASSIST THE PLAINTIFFS IN THE RECOVERY OF THE ASSETS AND INVENTORY.

~~IT IS SO ORDERED.~~

The Honorable Alex Kinlaw, Jr.

Date: _____



Greenville Common Pleas

Case Caption: Signature Enterprises Of The Upstate Inc , plaintiff, et al vs. Nick Lignos
Case Number: 2017CP2301483
Type: Order/Other

So Ordered
s/Alex Kinlaw, Jr., #2763

Electronically signed on 2019-09-12 17:12:10 page 5 of 5

A Certified Copy
Paul B. Wickman
Clerk of Court C.P. & G.S.
Greenville County, SC
Dated 9/13/19