

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Best Choice Roofing & Home Improvement, Inc.,

Plaintiff,

v.

Tyler Woods,

Defendant.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

C.A. No. 2018-CP-40-01318

**ORDER GRANTING SUMMARY JUDGMENT AGAINST PLAINTIFF AND DENYING PLAINTIFF'S MOTION TO AMEND COMPLAINT**

This matter came before the Court on three motions: (1) the motion of Defendant Tyler Woods (Defendant) for entry of summary judgment and damages pursuant to Rule 56(a)-(b), SCRCP, against Plaintiff Best Choice Roofing & Home Improvement, Inc. (Plaintiff); (2) on the motion of Plaintiff for leave to amend its Complaint pursuant to Rule 15, SCRCP; and, (3) on motion of Defendant to Deem Admitted Requests for Admissions not Responded to. A hearing was held on January 30, 2019. Present was defense counsel Nekki Shutt, Esq., and Plaintiff's counsel Townes Johnson, Esq. At the hearing, Defendant withdrew his Motion to Deem Admitted filed on November 16, 2018 with opposing counsel's consent.

Having fully considered all admitted evidence, memoranda of law, as well as oral and written argument presented to the Court, Plaintiff's motion to amend the Complaint is denied and Defendant's motion for summary judgment is granted with Plaintiff's consent.

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Based upon the pleadings and evidence, I find as follows:

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1. Defendant would be prejudiced by Plaintiff being granted leave to amend

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the Complaint under Rule 15, SCRPC at this juncture in the proceedings.

2. Defendant did not work within 100 miles of the location where he worked for Plaintiff when Plaintiff sent a cease-and-desist letter to Defendant's South Carolina employer or when Plaintiffs filed its Complaint against Defendant.

3. Plaintiff sent a cease-and-desist letter on November 30, 2017, to Defendant's South Carolina employer, Premier Roofing, on the unfounded grounds that Defendant violated his employment agreement with Plaintiff.

4. Plaintiff's claim that Defendant breached the non-competition provision of the employment agreement was not grounded in fact or law.

5. This case involves a third party's intentional interference with the business relationship of an employee and his employer as well as the filing of a frivolous lawsuit in light of the Plaintiff's untenable claim of breach of contract against Defendant. As relief, Defendant seeks damages including but not limited to lost wages, loss of reputation, attorney's fees, costs, and expenses under various causes of action including the South Carolina Frivolous Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10(G).

8. There is overwhelming, uncontested evidence that Defendant did not breach the non-competition provision of his employment contract with Plaintiff.

9. There is credible, uncontested evidence that Plaintiff intentionally interfered with Defendant's business relationship with his South Carolina employer by issuing an unfounded cease-and-desist letter and causing Defendant to lose his job.

10. There is also credible, uncontested evidence that Plaintiff filed a frivolous lawsuit as defined by the South Carolina Frivolous Proceedings Sanctions Act, S.C.

Code Ann. § 15-36-10, *et seq.*

11. Plaintiff is not entitled to leave to amend the Complaint under Rule 15, SCRPC now to abandon all of its original allegations and to plead previously unraised allegations in a transparent attempt to avoid liability.

12. Defendant is entitled to summary judgment under Rule 56, SCRPC as to the Complaint as there is not even a scintilla of evidence in favor of Plaintiff.

13. Plaintiff consents to summary judgment being granted to Defendant on the allegations in the Complaint.

14. Defendant is also entitled to summary judgment under Rule 56, SCRPC, as to his Counterclaim against Plaintiff for Intentional Interference with a Business Relationship (Answer and Counterclaim, ¶¶ 1-50) and for Violation of the South Carolina Frivolous Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10, *et seq.* (*Id.*, ¶¶ 1-24, 51-54.)

Based upon the foregoing and for good cause shown,

**IT IS ORDERED** Plaintiff's motion to amend the Complaint is denied.

**IT IS FURTHER ORDERED** that the Clerk of Court enter Summary Judgment in favor of Defendant against Plaintiff as to the Complaint and dismiss the Complaint with prejudice.

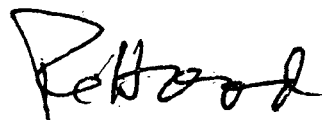
**IT IS FURTHER ORDERED** that the Clerk of Court enter Summary Judgment in favor of Defendant against Plaintiff as to the Counterclaims.

**IT IS FURTHER ORDERED** that as Defendant's Counterclaim seeks for unliquidated damages in the form of actual, incidental, consequential, and punitive damages, that this Court must set a separate damages hearing to receive such live

testimony as the parties may offer on the sole issue of damages. The Clerk of Court shall set a time for said hearing and provide notice to the parties.

**IT IS ALSO ORDERED** Plaintiff is entitled to recover attorney's fees and costs in an amount to be determined upon Defendant's filing of petition after damages have been determined.

**IT IS SO ORDERED.**



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The Honorable Robert E. Hood  
Presiding Judge  
Fifth Judicial Circuit

2/14, 2019  
W. H., South Carolina