

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

CRM of the Carolinas, LLC,

Plaintiff,

v.

Trevor W. Steel,

Defendant.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2017-CP-22-000856

ORDER

**RECEIVED**

APR 06 2020

**SC Court of Appeals**

On October 11, 2017, Plaintiff commenced a lawsuit against the defendant via Verified Complaint alleging various causes of actions including Breach of Contract, Anticipatory Breach of Contract, Slander *Per Se* and Intentional Interference with Prospective Contractual Relations. Defendant answered the Complaint and asserted Counterclaims for damages on December 7, 2017. Amongst the Plaintiff's allegations placed a non-compete clause contained in November 10, 2016 employment contract entered into by the parties at center between the parties' controversies. Soon thereafter, Plaintiff sought and obtained a Temporary Restraining Order issued by the Honorable Eugene C. Griffith, Jr, on October 24, 2017, and a Temporary Injunction issued by the Honorable Larry B. Hyman, Jr., on November 17, 2017 curtailing specific business activities the Defendant may engage in during the pendency of this action. As per the terms of the non-compete clause, any restraint on the Defendant's actions expired on October 2, 2019.

**2017-CP-22-000856**

On October 14, 2019, the Honorable Joe M. Crosby presided over this matter for trial. Attorney William E. Hopkins, Jr. represented the Plaintiff, CRM of the Carolinas, LLC and Roger P. Giardino represented Defendant Trevor W. Steel.

Prior to trial, Defendant moved to dismiss the Plaintiff's cause of actions concerning the enforcement of said non-compete clause and a termination of the Temporary Injunction. Plaintiff stipulated that any controversies arising from said non-compete clause were indeed moot at this time. The Honorable Joe M. Crosby granted Defendant's Pre-Trial motion; see Order filed on October 18, 2019, which rescinded and terminated the Temporary Restraining Order issued by the Honorable Eugene C. Griffith, Jr, on October 24, 2017, and the Temporary Injunction issued by the Honorable Larry B. Hyman, Jr., on November 17, 2017 curtailing specific business activities the Defendant may engage in during the pendency of this action.

At the time of trial, Michael Keith Errico and Gregg S. Evans testified on behalf of the Plaintiff CRM of the Carolinas, LLC and Defendant Trevor W. Steel also testified. After their direct testimony, each witness underwent cross examination from opposing counsel. The crux of the controversies between the parties concerns the initial payment of \$50,000 which arose from the November 10, 2016 employment contract the parties willingly and voluntarily entered into and executed. Plaintiff presented and offered said contract to the Court; which the Court accepted and entered into evidence without objection from the Defendant. Elicited testimony from the parties clearly established that the parties altered and amended, through written addendum, the terms of employment, amount and designation of financial compensation, as well as the job requirements and responsibilities on multiple occasions throughout the lifetime of the business relationship between the parties. Plaintiff also offered and placed into evidence the following: the Employment Contract Addendum dated November 10, 2016, the Employment

**2017-CP-22-000856**

Contract Addendum dated March 3, 2017, a screenshot of a Facebook posting, and two bills for legal services. Defendant offered and placed into evidence a copy of the November 10, 2016 check stub and an Affidavit for Attorney Fees. Defendant elected not to prosecute the Defendant's counterclaims.

Upon the conclusion of the case in chief, each party's attorney moved respectively for attorney fees from the other.

After weighing the testimony presented with evidence offered, the Court finds the Plaintiff failed to meet the necessary burden of proof to substantiated its claims against the Defendant. With respect to Plaintiff's request for attorney fees, the evidence established the classification of the payment of funds was changed a number of times by the Plaintiff; that on one occasion the change conferred an alleged monetary benefit to the Plaintiff. Therefore, the Plaintiff cannot now assert a different setting and cannot claim attorney fees. The Court further determined the actions of the Defendant certainly resulted in a justifiable termination of the parties' business relationship. As such, there is no basis for this Court to award the Defendant attorney fees.

Wherefore, it is the ORDER of this Court that in this matter of CRM of the Carolinas, LLC against Trevor W. Steel this Court finds in favor of the Defendant and denies the Plaintiff and Defendant respective requests for attorney fees.

February \_\_, 2020

---

Joe M. Crosby, Master in Equity  
Georgetown County, S.C.

**2017-CP-22-000856**



Georgetown Common Pleas

**Case Caption:** Crm Of The Carolinas Llc VS Trevor W Steel  
**Case Number:** 2017CP2200856  
**Type:** Master/Order/Other

So Ordered

s/ Joe M. Crosby 3072

Electronically signed on 2020-03-12 15:00:10 page 4 of 4