

RODNEY M. BROWN PA
ATTORNEY AT LAW

July 15, 2020

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JUL 20 2020

SC Court of Appeals

Jenny Abbott Kitchings, Clerk
South Carolina Court of Appeals
P.O. Box 11629
Columbia, South Carolina 29211

RE: Ronald J. Ferguson vs. Mill Creek, LP
Appellate Case No. 2018-000142

Dear Ms. Kitchings:

I got your notice that the above case may be scheduled for oral arguments. Please be advised that the case was dismissed by Court Order of the Court of Common Pleas dated October 31, 2019. A copy of the Order is attached.

Accordingly, I believe this disposes of the appeal. If you have any questions, please do not hesitate to contact me.

Sincerely,


Rodney M. Brown

aml

Enclosures

cc: Ronald J. Ferguson

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COMMON PLEAS COURT
2013-CP-23-01810; 2013-CP-23-
05102 and 2018-CP-23-02518

John D. Hatcher, Michael Stehney,)
Rachel Shaluly, James Gilbert,)
Molly A. Miller, individually and as)
members of the Architectural)
Committee of Mill Creek Estates,)

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JUL 20 2020

SC Court of Appeals

Plaintiffs,)

vs.)

COURT ORDER

Ron Ferguson, Ronald J. Ferguson)
and Susan M. Ferguson,)

Defendants.)

Ronald J. Ferguson,)

Plaintiff,)

vs.)

Mill Creek, LP,)

Defendant,)

John D. Hatcher, Michael Stehney,)
Rachel Shaluly, James Gilbert,)
Molly A. Miller, individually and as)
members of the Architectural)
Committee of Mill Creek Estates,)

Plaintiffs,)

vs.)

Ronald E. Ferguson, Susan M.)
Ferguson, Ronald J. Ferguson and)
Real One, LLC,)

Defendants.)

_____)
This matter comes before the Court on October 8, 2019 for approval of a settlement. Present at the hearing was Ronald E. Ferguson and Susan M. Ferguson together with the Plaintiffs (John D. Hatcher, Michael Stehney and James Gilbert) and their attorney, Rodney M. Brown.

The Plaintiffs submitted a written agreement reached by the parties at mediation. The Plaintiffs are requesting the Court approve the agreement.

The Defendants, Ronald E. Ferguson and Susan M. Ferguson, are requesting the Court to approve the agreement with an extension of time to sell the house, and they state that they will be willing to pay the \$20,000.00 owed to the Plaintiffs by December 1, 2019.

The written agreement of the parties is as follows as indicated in the agreement and as amended by the Court as follows:

1. The Defendants will sell the real estate at 103 Mill Creek by February 1, 2020. In the event the Defendants do not sell the property by then, the property will be sold by auction, no reserve, with said auctioneer to be agreed upon by the appearing parties and said auction to be held and completed no later than March 31, 2020. In the event of matters beyond the parties' control, the court may grant extensions to these dates. *march 1 2020*
2. The Plaintiffs will be paid \$20,000.00 by Defendants on or before December 1, 2019.
3. All lawsuits, claims, judgments (existing judgment will be satisfied upon payment as specified in paragraph 2) and counterclaims involving the parties will be dismissed with prejudice as a result of this mediation.
4. Any buyer of the property will agree in writing to comply with the existing covenants. Further, the buyer will agree that no living space or kitchen will be constructed in the

basement and any pipes currently in the basement which could be used for a kitchen will be capped and covered.

5. The parties agree that Ron J. Ferguson appeared at mediation but left. Mr. Ron J. Ferguson is aware of the settlement, received notice of this hearing and has chosen not to attend or otherwise voice any objection to the settlement.
6. The Defendants agree to require the real estate agent handling the sale to require language regarding paragraph 4 on any and all sale agreements.
7. In the event any party should fail to completely comply with all the terms and conditions stated herein, the prevailing party shall be entitled to recover costs and attorney fees for the enforcement of this agreement.

The Court understands the parties agree to the amendment with the Defendants paying the \$20,000.00 by December 1, 2019 and extends the sale deadline to February 1, 2020 but the remaining terms and conditions of the above agreement including that the property will be sold by auction if it is not sold by February 1, 2020 remains in full force and effect.

The parties understand that they can have a trial and waive their right to a trial and request the Court to approve this Consent Order. No party has been forced or coerced into entering into this agreement and they are freely and voluntarily entering into the agreement. No party has been under the influence of drugs or alcohol and are capable of entering into this agreement. Each party understands the agreement and has had ample opportunity to review it, discuss it and ask an attorney of their choice regarding the terms and conditions of the agreement. Each party understands that if the agreement is adopted as an Order of this Court, then they will be bound by the contempt powers of the Court to fully and completely comply

with this Order. All parties are requesting the Court to approve this agreement as a full and final settlement of all issues raised in this case.

The Court has an extensive history with the parties in this case having conducted a number of hearings in this case. The Court understands that each party fully and completely understands the terms and conditions of the agreement.

The Court is also requested by the Plaintiffs, with the agreement of the two Defendants, Ronald E. Ferguson and Susan M. Ferguson, that Ronald J. Ferguson be bound by the terms and conditions of this agreement. Ronald J. Ferguson was at mediation and chose to leave when the parties were settling their case. Ronald J. Ferguson has had an opportunity to review a proposed Order outlining the terms and conditions of this agreement which was e-mailed to him and has not chosen to appear before the Court and contest it either orally or in writing. Ronald J. Ferguson had notice of the hearing and chose not to attend. Ronald E. Ferguson and Susan M. Ferguson indicated that Ronald J. Ferguson did in fact know about the agreement and the hearing and chose not to attend.

The Court finds that Ronald J. Ferguson should be bound by the terms and conditions of this agreement. He has had ample opportunities to indicate to the Court whether he objects to any portion of it. The Mediation Agreement was reached months ago, and he has not come before the Court or contacted the Plaintiffs about changing or refusing to participate in the Order and the agreement. Accordingly, it is hereby the Court's opinion that all three (3) Defendants are bound by the terms and conditions of this agreement.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the above agreement is completely and fully adopted by the Order of the Court. The Court finds that

this brings a conclusion to this case that is pending before the Court. All Plaintiffs and Defendants are bound by the terms and conditions of this Order.

IT IS SO ORDERED

ELECTRONIC SIGNATURE FOLLOWS



Greenville Common Pleas

Case Caption: Ronald J Ferguson vs. Mill Creek LP , defendant, et al

Case Number: 2013CP2305102

Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)

Electronically signed on 2019-10-31 10:56:04 page 6 of 6

RODNEY M. BROWN, PA

ATTORNEY AT LAW

210 S. Main Street • Fountain Inn, South Carolina 29644

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