

EXHIBIT A

STAE OF SOUTH CAROLINA)
COUNTY OF HORRY)
Henry Brewington, Individually and d/b/a)
Levelz Bar & Grill,)
Plaintiffs,)
Vs.)
City of Myrtle Beach,)
Defendants.)

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

C/A: 2017-CP-26-00685

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Jul 15 2021

SC Court of Appeals

ORDER ON POST TRIAL MOTIONS

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This matter comes before the Court at the conclusion of a three day jury trial in Horry County. The jury reached a verdict finding that Defendant tortiously interfered with Plaintiff's contract with Natalie Litsey and awarded \$500,000.00 in damages. At the conclusion of the trial, Defendant made several post trial motions.

Motion for Judgment Notwithstanding the Verdict - Defendants moved for a judgment notwithstanding the verdict, based on the argument that there was insufficient evidence to sustain the verdict. Specifically, Defendant argued that there was no evidence the City improperly interfered with Plaintiff's contract with Natalie Litsey. However, the deposition of Natalie Litsey, which was read to the jury during trial, included sufficient allegations to sustain the verdict. Ms. Litsey stated that Lisa Robertson communicated to her that Plaintiff's business would be closed and she would not able to operate the business if she complied with her contract. Ms. Litsey also stated that her decision to terminate the contract with Plaintiff was based on those communications. When combined with all of the other evidence in this case, the Defendant's motion is denied.

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Motion for New Trial Absolute – Defendant also moved for a new trial absolute on similar grounds. As this Court stated on the record, the jury’s verdict does not appear to be a result of undue prejudice or passion and is consistent with a reasonable interpretation of the evidence presented at trial. Therefore, this motion is denied.

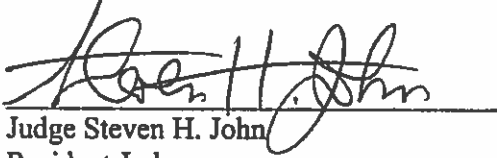
Motion for a New Trial Nisi Remittitur - Defendant moved for a new trial nisi remittitur on the grounds that the jury’s verdict was excessive and not supported by the evidence. Specifically, Defendant argued that the since the contract with Ms. Litsey was only for \$150,000.00, the verdict of \$500,000.00 was excessive and in contradiction to the evidence. While the Court recognizes that the contract price was only \$150,000.00, the charge given to the jury on tortious interference with contract specifically instructed the jury on several elements of damages beyond the contractual price. Those elements included unforeseen expenses, loss of reputation and loss of goodwill. Plaintiff argued that there was evidence in the record that Plaintiff’s reputation was damaged by being labeled a nuisance by Defendant. Plaintiff’s argued that without the tortious interference of contract, the nuisance matter would have ended and the Order from Judge Culbertson finding Plaintiff was operating a nuisance would never have become a matter of public record. This Court agrees. The law in South Carolina requires compelling reasons to invade the purview of the jury. After an examination of all the evidence in this case, the Court finds that no such compelling reasons exist and the motion is denied.

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Motion to reduce the verdict pursuant to the Tort Claims Act – Plaintiff conceded that the jury found a single occurrence and the South Carolina Tort Claims Act limits the total amount of recovery to \$300,000.00.

WHEREFORE, Defendant’s post trial motions are denied, with the exception of the motion to bring the verdict into compliance with the Tort Claims Act. Therefore, the Horry County Clerk of Court is instructed to enter judgment in the amount of \$300,000.00 in favor of the plaintiff, Henry Brewington against the Defendant, City of Myrtle Beach

June 24, 2021
Conway, S.C.



Judge Steven H. John
Resident Judge
Fifteenth Judicial Circuit

