

STATE OF SOUTH CAROLINA)
)
 COUNTY OF DORCHESTER)
)
 The Shops at Wescott, LLC,)
)
 Plaintiff,)
)
 v.)
)
 Sake House IV, Inc. d/b/a Sake House, and)
 Lei Jiang,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 CASE NO.: 2019-CP-18-689

ORDER
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 SC Court of Appeals

This matter came before the Court for a bench trial before the Honorable Diane Goodstein, on August 3, 2021. Present at the trial of this matter for Plaintiff was C. Brandon Belger, counsel for Plaintiff, and Brian Aiken, Plaintiff’s representative. Present for Defendants was Evan Smith, counsel for Defendants, and Lei Jiang, individually and as a representative of Sake House IV, Inc. Based upon the evidence presented at the trial of this matter, the Court hereby makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. That prior to March 21, 2016; a representative of Defendant Sake House IV, Inc. entered into negotiations with Plaintiff for the lease of the commercial space located at 9770 Dorchester Road, Suites 103 and 104, Summerville, SC (the “Property”).
2. That on or about March 21, 2016, Defendant Lei Jiang, as representative of Sake House IV, Inc., entered into a Lease Agreement with Plaintiff for the rental of the Property.
3. That monthly rent under the Lease Agreement was set at six thousand nine hundred eighty-nine and 06/100 (\$6,989.06) dollars per month.

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4. That Paragraph 27 of the Lease Agreement provides that Defendant Sake House IV, Inc. agreed to pay Plaintiff's expenses, including reasonable attorney's fees, arising from any action to enforce the Lease Agreement.
5. That on the same day, Mr. Jiang individually executed a Guaranty of Full Performance, guarantying Sake House IV, Inc.'s performance under the Lease Agreement.
6. That despite the language barrier, Mr. Jiang was provided with translation of the documents.
7. That, pursuant to the Lease Agreement, Defendants were provided with an upfit period that ran from April 1, 2016 until October 1, 2016, during which no rent was paid.
8. That rental payments by Defendants commenced on or shortly after October 1, 2016.
9. That sometime prior to November 1, 2017, Sake House IV, Inc., by and through its representative, began requesting a reduced rent.
10. That Plaintiff prepared a First Addendum to Lease Agreement, which offered to reduce Defendants' rental payments to the amount of five thousand and 00/100 (\$5,000.00) dollars for a period from November 1, 2017 to April 30, 2018, after which time the rent would increase to the rate set forth in the Lease Agreement.
11. That the First Addendum to Lease Agreement was never executed by Defendants.
12. That regardless of this fact, Plaintiff accepted the amount of five thousand and 00/100 (\$5,000.00) dollars for rent for the months between November 1, 2017 and April 30, 2018.
13. That following April 30, 2018, Defendants continued to only pay five thousand and 00/100 (\$5,000.00) dollars in rent for each subsequent month.
14. That Plaintiff informed Defendants, by and through their agent, that payment of five thousand and 00/100 (\$5,000.00) dollars was not sufficient under the Lease Agreement.

15. That Plaintiff initiated eviction proceedings against Defendant Sake House IV, Inc. on or about February 4, 2019.
16. That as a result of the eviction proceedings, Defendant Sake House IV, Inc. was required to vacate the Property.
17. That during the period that Defendants were vacating the Property, they caused substantial damage to the Property and also removed equipment that they were not authorized to remove from the Property.
18. That Plaintiff had to expend the sum of twenty-two thousand and 00/100 (\$22,000.00) dollars to repair the Property and to purchase replacements for the equipment which was removed.
19. That Plaintiff attempted to re-lease the Property from March 2019 until January 2020, when it ultimately succeeding in obtaining a new tenant for the Property.
20. That Plaintiff used Defendant Sake House IV, Inc.'s five thousand and 00/100 (\$5,000.00) dollar security deposit to offset some of its damages.

CONCLUSION OF LAW

1. That the Lease Agreement and Guaranty of Full Performance are valid and binding contracts as to the parties.
2. That there was no permanent modification of the Lease Agreement to allow for reduced rent.
3. That Defendant Sake House IV, Inc. breached the Lease Agreement by failing to pay the full rental amount as set forth therein.
4. That Defendant Lei Jiang breached the Guaranty of Full Performance by failing and/or refusing to pay all amounts owed by Sake House IV, Inc.

5. That Defendants breached their duty of care owed to Plaintiff when they damaged the Property.
6. That Defendants converted personal property belonging to Plaintiff when they wrongfully removed equipment from the Property.
7. That Plaintiff properly mitigated its damages through its attempt to re-lease the Property.
8. That Defendant Sake House IV, Inc. is liable to Plaintiff for breach of contract as follows:
 - a. For unpaid rent from May 2018 through February 2019 in the amount of fourteen thousand eight hundred twenty-five and 60/100 (\$14,825.60) dollars, which reflects Plaintiff's use of the security deposit;
 - b. For unpaid rent from March 2019 through December 2019 in the amount of sixty-nine thousand eight hundred sixty and 60/100 (\$69,860.60) dollars; and
 - c. For late fees at a rate of ten percent pursuant to the Lease Agreement in the amount of eight thousand nine hundred sixty-eight and 62/100 (\$8,968.62).
9. That Defendant Sake House IV, Inc. is liable to Plaintiff for its expenses including reasonable attorney's fees. However, the amount of attorney's fees to which Plaintiff is entitled to will be determined at a later hearing for attorney's fees, following notice to and an opportunity to cross examine by the Defendant.
10. That based upon the Guaranty of Full Performance, Defendant Lei Jiang is jointly and severally liable to Plaintiff for the amounts arising under the Lease Agreement.
11. That Defendants are jointly and severally liable to Plaintiff for negligence and conversion in the amount of twenty-two thousand and 00/100 (\$22,000.00) dollars.

WHEREFORE, based upon the above Findings of Fact and Conclusions of Law, judgment is hereby entered in favor of Plaintiff Shops at Wescott, LLC as follows:

Against Sake House IV, Inc. and against Lei Jiang as its guarantor of full performance:

\$115,654.82

IT IS SO ORDERED!

Hon. Diane S. Goodstein
Presiding Judge, First Judicial Circuit

_____, 2021

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Jan 20 2022

SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2019 CP-18-00689

Shops at Wescott, LLC

Sake House IV, Inc. d/b/a Sake House and Lei Jiang

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: C. Brandon Belger, Esquire

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Shops at Wescott, LLC	Sake House IV, Inc.	\$115,654.82
Shops at Wescott, LLC	Lei Jiang	\$115,654.82
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest

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Dorchester Common Pleas

Case Caption: Shops at Wescott Llc VS Sake House IV Inc , defendant, et al

Case Number: 2019CP1800689

Type: Order/Other

It is so Ordered!

s/Diane S. Goodstein

Electronically signed on 2021-10-11 14:26:18 page 8 of 8