

EXHIBIT 1

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
South Atlantic Forest Products, Inc., d/b/a)
Gaster Lumber & Hardware,)
)
PLAINTIFF,)
)
VS.)
)
GMK Associates Design Build Division,)
Inc.,)
)
DEFENDANT.)
_____)

IN THE COURT OF COMMON PLEAS
THE FOURTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.:2017-CP-07-2337

**ORDER AWARDING
ATTORNEYS FEES**

RECEIVED
May 11 2022
SC Court of Appeals

This matter came before the Court on February 11, 2022 upon the Plaintiff and Defendants' motions for Attorney's Fees following a jury verdict in favor of the Plaintiff on January 27th, 2022. The Plaintiff was represented by Russell Patterson, Esq. and Lauren Williams, Esq, and the Defendants were represented by Jahue Moore, Esq.

The Plaintiff brought two causes of action in this matter, a mechanics' lien and a breach of contract claim. During the trial the Court dismissed two Defendants, Frank Golson (Golson) and Traveler's Casualty and Surety Company of America (Travelers), who were only named as it related to the mechanics' lien cause of action. Plaintiff's counsel objected to the dismissal of the Defendants but did admit that Golson was named in error. The Plaintiff was awarded \$24,855.25 and \$0.00 in interest by the jury. The remaining Defendant, GMK Associates Design Build Division Inc. (GMK), was not awarded damages on their counterclaim.

The parties each submitted their fees to the Court for consideration. The Plaintiff requested \$153,235.28 in fees and costs relating to this action, whereas the Defendant requested \$57,820.00 in fees and costs.

Law

Generally, attorney's fees are not recoverable unless authorized by contract or statute. *Baron Data Sys., Inc. v. Loter*, 297 S.C. 382, 377 S.E.2d 296 (1989). There are six factors to consider in determining an award of attorney's fees: 1) nature, extent, and difficulty of the legal services rendered; 2) time and labor devoted to the case; 3) professional standing of counsel; 4) contingency of compensation; 5) fee customarily charged in the locality for similar services; and 6) beneficial results obtained. *Blumberg v. Nealco, Inc.*, 310 S.C. 492, 494, 427 S.E.2d 659, 660 (1993).

Discussion

The Court finds that based on the verdict and arguments of counsel that the Plaintiff undoubtedly prevailed in the mechanics' lien action. The jury award was, in fact, for the exact amount of the lien and, as such, pursuant to S.C. Code § 29-5-20, this Court may award reasonable attorney's fees and costs, not to exceed the amount of the lien which totaled \$24,855.24. However, whether the Plaintiff was the prevailing party in the breach of contract cause of action, is unclear to the Court. The Plaintiff argues it did prevail in the breach of contract cause of action and it is entitled to reasonable attorney's fees pursuant to the Defendant's breach. Further, the attorneys for Plaintiff argue that their fees would not be capped at \$24,855.24 under the breach of contract claim. The Court concludes that even if the Plaintiff is to be considered the prevailing party in the breach of contract action, for reasons set forth below, the Plaintiff's reasonable attorney's fees and cost should not exceed \$24,855.24. The Court also finds that Defendant Golson, who was dismissed by the Court in the mechanics' lien cause of action, was also a prevailing party, and as a result is entitled to reasonable attorney's fees and costs.

The Court has had the opportunity to preside over this matter, review memoranda concerning the award of reasonable attorney's fees and costs, examine a breakdown of attorneys' fees and costs of all parties, and hear arguments of counsel. Based on this arguments and evidence presented the Court concludes that the Plaintiff was in fact a prevailing party under the mechanics' lien cause of action and is entitled to reasonable attorneys' fees and cost of \$24,855.25. The Court further finds that the Defendant Golson was a prevailing party in the mechanic's lien cause of action and is entitled to \$7,000.00 for his attorneys' fees and cost. The Court arrived at the above mentioned figures by examining the six (6) factors used to determine an award of attorneys' fees and cost. The reasons and basis for these figures are as follows:

A. Nature, Extent, and Difficulty of the Legal Services Rendered

The Court acknowledges that mechanics' lien and breach of contract actions, while fairly routine, can become more difficult, particularly when they involve counterclaims thus increasing, to some extent, the difficulty of the legal services rendered by the attorneys in this matter. The Court believes that this was a more complicated case. The Court, however, finds the attorneys themselves made this case more complicated than it had to be. It was clear to the Court that there was a breakdown in communication between the attorneys in the matter and that breakdown greatly added to the complexity of the case.

B. Time and Labor Devoted to the Case

The attorneys for the Plaintiff and Defendants spent extensive time on this matter. Unfortunately, however, the time spent by both parties far exceeded the value of each parties damages. While the Court acknowledges that reasonable attorney's fees and costs can exceed the actual amount

recovered, the Court finds that it is not reasonable in this case because of the breakdown of communication between the attorneys. This breakdown only drove up the cost and time spent on this case and the Court concludes that this has led to the excessive fees and cost. Both attorneys in this matter clearly allowed this case to spiral out of control. As a result, the Court believes that a good deal of the fees claimed are excessive and deemed unreasonable.

C. Professional Standing of Counsel

The Court was not provided with letters or affidavits concerning the attorneys attesting to their professional standing. The Court, however, is aware of the reputations of the attorneys involved in this matter. Mr. Patterson and Mr. Moore have practiced for over 30 years and enjoy excellent reputations not only regionally but statewide. Ms. Williams provided significant information to the Court in the form of briefs before, during, and after trial. The Court also observed her ability in the courtroom. The Court finds her to be an excellent attorney and is confident that she is held in high esteem in the legal community.

D. Contingency of Compensation

Neither party produced a fee agreement to the Court but based upon the information argued and presented at the hearing it is clear to the Court that representation was provided on an hourly basis as opposed to a contingency fee.

E. Fee Customarily Charged in the Locality of Similar Services

The Court was not provided with affidavits but with only general information concerning fees customarily charged in the local area for similar services. Taking into account the Beaufort area,

and their levels of experience, the Court concludes that customary fees for a lawyer of Ms. Williams experience and standing would be in the \$175-\$250 range and the fees for attorney Patterson and Moore would range \$250-350 per hour.

F. Beneficial Result

As mentioned earlier, it would appear to the Court that Plaintiff did receive a beneficial result to wit, a \$24,885.25 verdict and that Defendant Golson as received a beneficial result to wit being dismissed from litigation by the Court with the acknowledgment of the Plaintiff's counsel that he was not an appropriate party.

For all of the above reasons, the Court finds that the Plaintiff is entitled to \$24,885.25 in attorney's fees and costs regardless of whether the Plaintiff is considered a prevailing party in the breach of contract claim. Defendant Golson is entitled to \$7,000.00 in attorney's fees and costs.

IT IS SO ORDERED!

The Honorable Robert J. Bonds
Presiding Judge

Walterboro, South Carolina
March ____, 2022



Beaufort Common Pleas

Case Caption: South Atlantic Forest Products Inc , plaintiff, et al VS Gmk Associates
Design Build Division Inc , defendant, et al

Case Number: 2017CP0702337

Type: Order/Attorney Fees

So Ordered

s/ Robert Bonds, 2770