

**FORM 4**

**STATE OF SOUTH CAROLINA**  
COUNTY OF CHARLESTON  
IN THE COURT OF COMMON PLEAS

**JUDGMENT IN A CIVIL CASE**

CASE NO.: **2018-CP-10-03825**

K-Con., Inc.,

v.

King Street Enterprises, LLC, et al.,

PLAINTIFF

DEFENDANT

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.
- 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.

FILED  
 2019 OCT -3 AM 9:27  
 CLERK OF COURT  
 JAMES IRVING

**IT IS ORDERED AND ADJUDGED:**

- See attached order. (Formal order to follow)
- Statement of Judgment by the Court:

This case came before the Court on September 25, 2019 for a hearing on Defendant’s Motion for Summary Judgment, filed June 14, 2019. Plaintiff filed an action for alleged non-payment for labor and materials provided to Defendant King Street Enterprises, LLC (hereinafter “Defendant”). Subsequent to the alleged non-payment, Plaintiff levied a mechanic’s lien upon Defendant’s property located at 484 King Street, Suite 205, Charleston, South Carolina. Defendant posted a cash bond pursuant to S.C. Code Ann. § 29-5-110. Defendant contends that by posting the bond, Defendant was relieved from liability under the mechanic’s lien. “Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party is entitled to prevail as a matter of law.” Evening Post Pub. Co. v. Berkeley County Sch. Dist., 392 S.C. 76, 81, 708 S.E.2d 745, 748 (2011); Rule 56(c), SCRPC. “Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991) (citing Celotex Corp. v. Catrett, 477 U.S. 317, 106 S. Ct. 2548 (1986)). In considering a motion for summary judgment, “the evidence and its reasonable inferences must be viewed in the light most favorable to the nonmoving party.” Id. “Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. . . . Even when there is no dispute as to evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied.” USAA Property & Cas. Ins. Co. v. Clegg, 377 S.C. 643, 653, 661 S.E.2d 791, 796 (2008). S.C. Code Ann. § 29-5-110 states, “At any time after service and filing of the statement required under Section 29-5-90 the owner or any other person having an interest in or lien upon the property involved may secure the discharge of such property from such lien by filing in the office of clerk of court or register of deeds where such lien is filed his written undertaking, in an amount equal to one and one-third times the amount claimed in such statement, secured by the pledge of United States or State of South Carolina securities, by cash or by a surety bond executed by a surety company licensed to do business in this State, and upon the filing of such undertaking so secured the lien shall be discharged and the cash, securities or surety bond deposited shall take the place of the property upon which the lien existed and shall be subject to the lien.” This Court finds that no reasonable interpretation of the statute would support granting Defendant’s Motion on these grounds. The statute’s plain and ordinary language mandates that the bond dissolves the lis pendens and gives rise to an obligation on the person or entity who filed the bond. Filing bond does not, however, discharge the liability of the owner

