

**IN THE CIRCUIT COURT OF RALEIGH COUNTY, WEST VIRGINIA  
BUSINESS COURT DIVISION**

**GLADE SPRINGS VILLAGE PROPERTY  
OWNERS ASSOCIATION, INC.,  
a West Virginia non-profit corporation,**

**Plaintiff,**

**vs.**

**Civil Action No.: 19-C-357  
Presiding: Judge Dent  
Resolution: Judge Lorensen**

**EMCO GLADE SPRINGS HOSPITALITY, LLC,  
a West Virginia limited liability company;  
ELMER COPPOOLSE, an individual;  
JAMES TERRY MILLER, an individual;  
R. ELAINE BUTLER, an individual; and  
GSR, LLC, a West Virginia limited liability company,**

**Defendants,**

**and**

**EMCO GLADE SPRINGS HOSPITALITY, LLC,  
a West Virginia limited liability company, and  
GSR, LLC, a West Virginia limited liability company,**

**Counterclaim Plaintiffs,**

**vs.**

**Civil Action No.: 19-C-357  
Presiding: Judge Dent  
Resolution: Judge Lorensen**

**GLADE SPRINGS VILLAGE PROPERTY  
OWNERS ASSOCIATION, INC.,  
a West Virginia non-profit corporation**

**Counterclaim Defendant.**

**ORDER DENYING GSR, LLC'S MOTION TO ENFORCE THE MAY 8, 2020  
MEMORANDUM OF UNDERSTANDING THAT WAS REACHED VIA THE  
MEDIATION HELD BY JUDGE LORENSEN AS MOOT**

This matter came before the Court this 20<sup>th</sup> day of May, 2021, upon Defendant  
GSR, LLC's Motion to Enforce the May 8, 2020 Memorandum of Understanding That Was

Reached Via the Mediation Held By Judge Lorensen. The Plaintiff, Glade Springs Village Property Owners Association, Inc., by counsel, Ramonda C. Marling, Esq., and Defendants, EMCO Glade Springs Hospitality, LLC and GSR, LLC, by counsel, Arie M. Spitz, Esq., have fully briefed the issues necessary. The Court dispenses with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process. So, upon the full consideration of the issues, the record, and the pertinent legal authorities, the Court rules as follows.

### **FINDINGS OF FACT**

1. This matter surrounds the claims in the Amended Complaint, wherein Plaintiff, Glade Springs Village Property Owners Association, Inc. (hereinafter “Plaintiff” or “POA”), asserted claims against Defendants, EMCO Glade Springs Hospitality, LLC and GSR, LLC (hereinafter “Defendants” or “the Resort”) premised upon their alleged respective breach of various contracts with GSVPOA. *See* Am. Compl.

2. On May 5, 2020, Resolution Judge Lorensen presided over a judicially-led mediation in the instant civil action, and a Memorandum of Understanding (hereinafter “MOU”) was reached between GSR and the POA as a result of said mediation. *See* Def’s Mot., p. 1.

3. On March 24, 2021, GSR, LLC (hereinafter “GSR”) filed the instant GSR, LLC’s Motion to Enforce the May 8, 2020 Memorandum of Understanding That Was Reached Via the Mediation Held By Judge Lorensen, arguing that the POA is in breach of the MOU that was reached between the POA and GSR by refusing to pay the Resort’s January 2021 Invoice and refusing to pay fully the February 2021 Invoice. *See* Def’s Mot., p. 1-2, 5.

4. On April 9, 2021, Plaintiff filed its Response in Opposition to GSR, LLC’s Motion to Enforce the May 8, 2020 Memorandum of Understanding That Was Reached Via the

Mediation Held By Judge Lorensen, arguing the motion has now been rendered moot because the POA has now paid the January and February 2021 Invoices. *See* Pl's Resp., p. 2.

5. On April 19, 2021, GSR filed its Reply, acknowledging the POA's argument that their payment of the January and February 2021 Invoices moots the instant motion, and averring GSR "should not have been forced to incur the expense of filing a motion to compel the POA to abide by the terms of the judicially mediated MOU." *See* Reply, p. 1-2. Further, the Reply requested a sanction in the form of the attorney's fees and costs in connection with the instant motion. *Id.* at 2.

6. On April 20, 2021, the POA then filed a Motion to file a Sur-Reply, which the Court denied by Order entered April 26, 2021.

7. The Court finds the issue ripe for adjudication.

### **CONCLUSIONS OF LAW**

GSR filed the instant GSR, LLC's Motion to Enforce the May 8, 2020 Memorandum of Understanding That Was Reached Via the Mediation Held By Judge Lorensen, arguing that the POA is in breach of the MOU that was reached between the POA and GSR by refusing to pay the Resort's January 2021 Invoice and refusing to pay fully the February 2021 Invoice. *See* Def's Mot., p. 1-2, 5.

However, said January and February 2021 Invoices have now been paid. *See* Pl's Resp., p. 2. Therefore, the Court concludes that the instant motion has been rendered moot and must be denied as moot.

Regarding GSR's request for sanctions, the Court declines to award a sanction/attorney's fees at this time.

### **CONCLUSION**

Accordingly, it is hereby ADJUDGED and ORDERED that GSR, LLC's Motion to Enforce the May 8, 2020 Memorandum of Understanding That Was Reached Via the Mediation Held By Judge Lorensen is hereby DENIED AS MOOT.

The Court notes the objections and exceptions of the parties to any adverse ruling herein. The Clerk shall enter the foregoing and forward attested copies hereof to all counsel, to any *pro se* parties of record, and to the Business Court Central Office at Business Court Division, 380 West South Street, Suite 2100, Martinsburg, West Virginia, 25401.

May 20, 2021  
date of entry



JUDGE JENNIFER P. DENT  
JUDGE OF THE WEST VIRGINIA  
BUSINESS COURT DIVISION