THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA In The Court of Appeals

Tammy Vance and David Montorio, on behalf of themselves and all others similarly situated, Respondents,

v.

Horry Electric Cooperative, Appellant.

Appellate Case No. 2015-000641

Appeal From Horry County Benjamin H. Culbertson, Circuit Court Judge

Unpublished Opinion No. 2016-UP-335 Submitted April 1, 2016 – Filed June 29, 2016

AFFIRMED

Pope D. Johnson, III, of Pope D. Johnson, III, Attorney at Law, of Columbia, for Appellant.

Natale Fata, of Nate Fata, PA, of Surfside Beach; and James L. Ward, Jr., Thomas Christopher Tuck, and Catherine H. McElveen, all of Richardson Patrick Westbrook & Brickman, LLC, of Mt. Pleasant, for Respondents.

PER CURIAM: Affirmed pursuant to Rule 220(b), SCACR, and the following authorities: Pee Dee Stores, Inc. v. Doyle, 381 S.C. 234, 241, 672 S.E.2d 799, 802 (Ct. App. 2009) ("In South Carolina jurisprudence, settlement agreements are viewed as contracts."); Silver v. Aabstract Pools & Spas, Inc., 376 S.C. 585, 590, 658 S.E.2d 539, 541 (Ct. App. 2008) ("An action to construe a contract is an action at law."); Townes Assocs. Ltd. v. City of Greenville, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976) ("In an action at law, on appeal of a case tried without a jury, the findings of fact of the [court] will not be disturbed upon appeal unless found to be without evidence which reasonably supports the [court]'s findings."); M & M Grp., Inc. v. Holmes, 379 S.C. 468, 476, 666 S.E.2d 262, 266 (Ct. App. 2008) ("To discover the intention of a contract, the court must first look to its language—if the language is perfectly plain and capable of legal construction, it alone determines the document's force and effect." (quoting Ecclesiastes Prod. Ministries v. Outparcel Assocs., L.L.C., 374 S.C. 483, 498, 649 S.E.2d 494, 501 (Ct. App. 2007))); id. ("If practical, documents will be interpreted to give effect to all of their provisions."); id. ("The primary test of a contract's character is 'the intention of the parties, such intention to be gathered from the whole scope and effect of the language used." (quoting Barnacle Broad., Inc. v. Baker Broad., Inc., 343 S.C. 140, 147, 538 S.E.2d 672, 675 (Ct. App. 2000)).

AFFIRMED.1

LOCKEMY, C.J., and WILLIAMS and MCDONALD, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.