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IN THE COURT OF APPEALS OF NORTH CAROLINA

No. COA25-1084

Filed 19 August 2026

Wake County, No. 23CV036334-910

THOMAS W. SCOTT,

Plaintiff,

v.

MICHAEL C. SCHWEITZER, LLC,
d/b/a Luxury Bath & Kitchens,

Defendant.

Appeal by plaintiff from order entered 16 April 2025 and judgment entered 5 May 2025 by Judge Bryan Collins in Wake County Superior Court. Heard in the Court of Appeals 2 June 2026.

John M. Kirby for plaintiff-appellant.

Perry & Brandt, Attorneys at Law, by Trevor D. Brandt, for defendant-appellee.

Brown Crump & Tierney PLLC, by O. Craig Tierney, Jr., and Madeleine B. Goldman, for appellee Bolton Construction Company.

ZACHARY, Judge.

Plaintiff Thomas W. Scott appeals from 1) the trial court's order granting Chris Davis and Bolton Construction Company's joint motion to quash Plaintiff's subpoena of Davis and for sanctions against Plaintiff, and 2) the trial court's judgment entered

pursuant to a jury verdict finding Defendant Michael C. Schweitzer, LLC, (d/b/a Luxury Bath & Kitchens) liable for breach of contract. After careful review, we affirm the order and judgment.

I. Background

The dispute in this case arises from renovations to Plaintiff's family home in Apex, North Carolina. Plaintiff moved to the home with his parents in 1968 and resided there until 1994. Following his parents' deaths that year, Plaintiff purchased the home from his parents' estates but left it unoccupied for the next two and a half decades. After his retirement, Plaintiff decided to move back into the home. However, before doing so, he "wanted to do a remodel." During a Google search, Plaintiff discovered Michael C. Schweitzer, LLC, the defendant-company owned by Michael C. Schweitzer ("Schweitzer") that does business as Luxury Bath & Kitchens ("Luxury Bath"). Plaintiff and Luxury Bath's sales representative, Don Salter, executed a contract on 5 October 2020, with a total contract amount of \$56,617.00. The contract provided for a variety of projects, including the removal of a wall between the kitchen and den, the addition of four electrical outlets, the replacement of the kitchen countertops with granite, and the installation of recessed lighting.

The renovation commenced in March 2021. Schweitzer testified that the company "didn't pull any building permits" during the project, although he acknowledged that "there should have been both a building permit and . . . an

electrical permit.” Reliant Electric, a licensed electrical company hired by Luxury Bath, installed the recessed lighting and outlets on the kitchen island. Luxury Bath did not install any of the floor outlets for which the contract provided, although the employees did “prewire” the crawlspace to allow for the installation. The majority of the renovations were completed by mid-April 2021.

On 1 April 2022, Plaintiff moved into the house and noticed electrical problems. Plaintiff requested that Luxury Bath send a licensed electrician to diagnose the problem. However, because “the flickering lights were happening in multiple locations in the home, [including] locations and circuits that [Luxury Bath] never had anything to do with,” Schweitzer informed Plaintiff that Plaintiff would be responsible for paying for an electrician’s services if the issue was unrelated to Luxury Bath’s work. In response, Plaintiff wrote a negative review of Luxury Bath on Google. Schweitzer then offered to send the requested electrician if Plaintiff would take down the review, but Plaintiff refused to do so. Plaintiff eventually hired Bolton Construction Company (“Bolton Construction”) to investigate the electrical issues. Chris Davis, an employee of Bolton Construction, repaired a main breaker terminal and replaced an indoor electrical panel in July 2022.

Plaintiff’s then-counsel sent Luxury Bath a demand letter on 16 November 2022, stating that “[i]n view of the costs that [Plaintiff] will incur to correct the problems left unresolved by your company, he has/will have expenses in the amount

of \$6,056.97.” The letter warned that “[a]bsent receipt of this payment by [1 December 2022], [Plaintiff] will proceed with the appropriate litigation to recover this amount.”

In December 2022, Plaintiff noticed water droplets on his ceiling. He hired a roofer, who determined that “much of the insulation was gone” from the attic. Schweitzer testified that some of the insulation fell from the attic when the workers removed the wall between the kitchen and den, and the workers neglected to replace it. Plaintiff eventually hired Koala Insulation to replace all of the insulation in the attic.

On 24 October 2023, Bolton Construction pulled a permit for an electrical panel replacement; on 26 October, Jasper Garner, a multi-trade inspector for the town of Apex, inspected the panel. During his inspection, Garner determined that unpermitted and uninspected work had previously been completed on Plaintiff’s home, and he issued an Order to Comply. The issuance of an Order to Comply prevents “any new permits [from being] issued for additional work outside of the scope of . . . the stop work order.” In addition, it places a “parcel note” on the address in question: if a realtor or prospective buyer were to conduct “a property search or a permit record search, . . . [the parcel note] would pop up and they would be notified . . . that there is unpermitted work at the house.”

Plaintiff filed a complaint on 18 December 2023, raising claims against Luxury Bath for breach of contract, breach of implied warranty, negligence, unfair and deceptive trade practices, and fraud, and seeking punitive damages. Among the

“problems, deficiencies, and breaches” alleged, Plaintiff stated that there were “many electrical problems”; “[Luxury Bath]’s employees . . . performed electrical work, . . . who[] were not licensed as electricians”; there was “[i]mproper and non-code-compliant installation of electrical outlets”; and “[t]he receptacles in the island were installed too low per code.” Plaintiff also noted Luxury Bath’s lack of a general contracting license and its failure to obtain the requisite permits.

Luxury Bath filed motions to dismiss and transfer, together with its answer, counterclaims, and affirmative defenses on 4 March 2024. Luxury Bath counterclaimed for breach of contract and defamation, alleging that Plaintiff had “failed, after multiple requests, to pay the sum due for the additional services” that Luxury Bath rendered, and that Plaintiff had published false statements concerning Luxury Bath’s work. Plaintiff filed his answer to Luxury Bath’s counterclaims on 2 April 2024, raising four defenses.

On 10 September 2024, Bolton Construction pulled permits for additional electrical outlets on the kitchen island. This work passed inspection.

Luxury Bath filed a motion for summary judgment on 1 April 2025, stating that “there [were] no genuine issues of material fact as to the liability of [Luxury Bath] or damages.”

On 4 April 2025, Davis received a subpoena to appear and testify as Plaintiff’s witness at trial. On 7 April 2025, Bolton Construction and Davis filed a joint motion to quash the subpoena, motion for the imposition of sanctions, and motion for a

protective order, contending that a text message sent by Plaintiff to Davis constituted “witness tampering.” The text, sent on 27 March 2025, read in part: “dont tell anyone at bolton! will explain later...” and “money, will take care of u!!” Bolton Construction and Davis requested “recovery of attorney’s fees spent by [Bolton Construction] . . . and loss of earnings.” On 8 April 2025, Luxury Bath filed its own motion for sanctions against Plaintiff.

On 8 April 2025, the trial court denied Luxury Bath’s motion to dismiss. On 16 April 2025, the trial court entered an order granting Davis and Bolton Construction’s joint motion to quash and for sanctions “pursuant to N.C.[Gen. Stat.] §[]1A-1, Rule 45(c), Rule 26 of the North Carolina Rules of Civil Procedure and in the General Jurisdiction of Equitable Powers of the Court,” and ordering Plaintiff to pay Bolton Construction’s “fees, costs and expenses in the amount of \$3,992.50.”¹

The jury trial commenced on 14 April 2025, and the jury returned its verdict on 17 April finding Luxury Bath liable for breach of contract and finding that Plaintiff was damaged in the amount of \$4,280.51. The jury further found that Plaintiff and Luxury Bath entered into a later contract, which Plaintiff did not breach; that Plaintiff was not damaged by Luxury Bath’s negligence; and that Luxury Bath did not “misrepresent or conceal whether it was a licensed general contractor.” On 5 May 2025, the trial court entered judgment consistent with the jury’s verdict.

¹ Bolton Construction and Davis did not obtain a ruling on their motion for a protective order.

Plaintiff timely appealed the “Order on Motion to Quash Trial Subpoena and Sanctions” and the final judgment.

II. Discussion

Plaintiff raises three issues on appeal: whether the trial court erred 1) “in quashing . . . Plaintiff’s subpoena to witness Chris Davis”; 2) “in not allowing . . . Plaintiff to pursue a Chapter 75 claim based on . . . [Luxury Bath]’s violation of permitting and licensing statutes”; and 3) “in allowing evidence of settlement discussions.” We address each argument in turn.

A. Order Quashing Subpoena

Plaintiff first argues that the trial court erred in quashing the subpoena Plaintiff issued to Chris Davis to appear and testify at the trial of this matter. We conclude the trial court did not abuse its discretion by quashing a subpoena that it determined contained indicia of an attempted obstruction of justice.

1. Standard of Review

“A motion to quash a subpoena is addressed to the sound discretion of the trial court and is not subject to review absent a showing of an abuse of discretion.” *State v. Stimson*, 246 N.C. App. 708, 710, 783 S.E.2d 749, 750 (2016) (citation omitted). An abuse of discretion occurs when the trial court’s decision was “manifestly unsupported by reason or one so arbitrary that it could not have been the result of a reasoned decision.” *Venters v. Albritton*, 184 N.C. App. 230, 234, 645 S.E.2d 839, 842 (2007) (citation omitted), *appeal dismissed and disc. review denied*, 362 N.C. 180, 658

S.E.2d 275 (2008). “However, if the trial court makes a discretionary ruling based upon a misapprehension of the applicable law, this is also an abuse of discretion.” *Myers v. Myers*, 269 N.C. App. 237, 240, 837 S.E.2d 443, 448 (2020). “[I]f the trial court’s ruling depends upon interpretation of a statute, we review the ruling de novo.” *Id.* at 241, 837 S.E.2d at 448 (italics removed).

2. Analysis

In its order granting the motion to quash the subpoena, the trial court stated that it acted “pursuant to N.C.[Gen. Stat.] §[]1A-1, Rule 45(c), Rule 26 of the North Carolina Rules of Civil Procedure and in the General Jurisdiction of Equitable Powers of the Court.” We first address Rule 45.

North Carolina Rule of Civil Procedure 45, which governs subpoenas, provides that “[a] person commanded to appear at a trial . . . may file a motion to quash or modify the subpoena.” N.C. Gen. Stat. § 1A-1, Rule 45(c)(5) (2025). A trial court shall grant this motion “if the subpoenaed person demonstrates the existence of any of the reasons set forth in subdivision (3) of this subsection.” *Id.* As relevant here, subdivision (3) provides, in part, as grounds to quash, that “[t]he subpoena subjects a person to an undue burden or expense,” or that “[t]he subpoena is otherwise unreasonable or oppressive.” *Id.* § 1A-1, Rule 45(c)(3)(c), (d).

In the case at bar, there was no determination by the trial court that issuance of Davis’s subpoena fell under any of the bases delineated in Rule 45(c)(3), nor did the movants carry their burden of so demonstrating. The grounds stated in the motion

were simply “witness tampering,” and the arguments before the trial court were primarily concerned with the allegations that Plaintiff had attempted to influence Davis’s testimony. The movants made only passing references to Rule 45 before the trial court and did not at any point demonstrate how the subpoena was burdensome, unreasonable, or oppressive.

However, the trial court also granted the motion pursuant to “the General Jurisdiction of Equitable Powers of the Court.” In light of the evidence of witness tampering produced by the movants, the trial court properly exercised its inherent authority in granting the motion.

“All courts are vested with inherent authority to do all things that are reasonably necessary for the proper administration of justice.” *Couch v. Private Diagnostic Clinic*, 146 N.C. App. 658, 665, 554 S.E.2d 356, 362 (2001) (extraneity removed), *appeal dismissed and disc. review denied*, 355 N.C. 348, 563 S.E.2d 562 (2002). “[S]anctions may not be imposed mechanically. Rather, the circumstances of each case must be carefully weighed so that the sanction properly takes into account the severity of the party’s disobedience.” *Patterson v. Sweatt*, 146 N.C. App. 351, 357, 553 S.E.2d 404, 409 (2001), *aff’d per curiam*, 355 N.C. 346, 560 S.E.2d 792 (2002).

The movants raised “witness tampering” as the grounds supporting the motion to quash the Davis subpoena. “Witness tampering” is defined as “[t]he act or an instance of obstructing justice by intimidating, influencing, or harassing a witness before or after the witness testifies.” *Witness-Tampering*, BLACK’S LAW DICTIONARY

(11th ed. 2019). The movants specifically cited a text message that Plaintiff sent to Davis that suggested the possibility of payment for Davis's favorable testimony.

On 27 March 2025, Plaintiff sent Davis a text message that read:

sent u email, call/email attorney-john kirby, he is expecting to hear from u. dont tell anyone at bolton! will explain later..., gilmore, bolton. brian...get my drift. money, will take care of u!! thx- tom scott

(Original text and punctuation).

This text message was sent several months after Plaintiff expressed misgivings concerning the justice system during a deposition conducted by Luxury Bath's counsel:

Q. Mr. Scott, you were answering my question about whether you believe in the justice system. You kind of indicated that you believe justice falls by the wayside. Can you expand on that?

A. Personal opinion.

Q. Do you think you can get justice in Wake County, North Carolina, on this case?

A. We'll see.

The combination of Plaintiff's statements concerning the integrity of the justice system, his offer of payment for Davis's testimony, and his request that Davis keep his appearance in Plaintiff's case a secret from his employer provided sufficient evidence for the trial court to conclude that Plaintiff was engaged in witness tampering. Sanctioning Plaintiff by quashing the subpoena of a witness with whom he attempted to tamper "properly takes into account the severity of [Plaintiff's] disobedience." *Patterson*, 146 N.C. App. at 357, 553 S.E.2d at 409.

Plaintiff argues that “[t]here is absolutely no rule or precedent in North Carolina, or elsewhere, prohibiting a party from compensating a witness . . . for his time in court,” and maintains that he “sought only the truthful testimony of . . . Davis at trial.” In an affidavit, Plaintiff averred that “[b]ased on the complaint I have filed against Bolton [Construction] . . . , I did not want . . . Davis to get into any trouble with his employer for providing testimony in this action.”² However, we review the trial court’s decision to grant the motion to quash only to determine if it was “the result of a reasoned decision.” *Venters*, 184 N.C. App. at 234, 645 S.E.2d at 842 (citation omitted). Our review of the transcript indicates that the trial court thoughtfully engaged with counsel during the hearing on the motion by posing insightful questions and listening to the parties’ extensive arguments. We conclude that, given the evidence before it, the trial court’s decision to grant the motion to quash was not “manifestly unsupported by reason,” *id.* (citation omitted), and we affirm the trial court’s order.

B. Jury Instructions on UDTPA

Plaintiff next argues that the trial court erred by “refusing to submit issues to the jury on . . . Plaintiff’s claim for unfair and deceptive trade practices,” based on Luxury Bath’s lack of proper licensing and failure to obtain the requisite permits. We disagree.

² Plaintiff had filed a complaint against Bolton Construction with the North Carolina State Board of Examiners of Electrical Contractors.

1. Standard of Review

For Plaintiff to prevail on this issue, he “must demonstrate that: (1) the requested jury instruction was a correct statement of law and was supported by the evidence; (2) that the jury instruction given, considered in its entirety, failed to encompass the substance of the law requested; and (3) that such failure likely misled the jury.” *Godfrey v. Res-Care, Inc.*, 165 N.C. App. 68, 78, 598 S.E.2d 396, 404, *disc. review denied*, 359 N.C. 67, 604 S.E.2d 310 (2004). “Failure to give a requested and appropriate jury instruction is a reversible error if the requesting party is prejudiced as a result of the omission.” *D&B Marine, LLC v. AIG Prop. Cas. Co.*, 288 N.C. App. 106, 119, 885 S.E.2d 842, 851, *disc. review denied*, 385 N.C. 392, 892 S.E.2d 605 (2023).

2. Analysis

The trial court did not err in declining to deliver Plaintiff’s requested instruction as to Luxury Bath’s alleged unfair and deceptive trade practice (“UDTP”) because the requested instruction was not a correct statement of the law.

During the charge conference, Plaintiff’s counsel requested that “on the contentions of unfair and deceptive [trade practices], . . . [instructions] should be submitted on whether [Luxury Bath] did the work knowingly without a license, and

did the work knowingly without getting a permit.”³ The trial court declined to do so, instead limiting the unfair and deceptive trade practices instruction to whether Luxury Bath “misrepresent[ed] or conceal[ed] the fact that [it] did not have a general contractor’s license.”

The North Carolina Unfair and Deceptive Trade Practices Act (“UDTPA”) prohibits unfair commercial competition and unfair or deceptive commercial acts. N.C. Gen. Stat. § 75-1.1(a). “The elements of a claim for unfair and deceptive practices in violation of [N.C. Gen. Stat.] § 75-1.1 are: (1) an unfair or deceptive act or practice, or an unfair method of competition, (2) in or affecting commerce, (3) which proximately caused actual injury to the plaintiff or to his business.” *Furr v. Fonville Morisey Realty, Inc.*, 130 N.C. App. 541, 551, 503 S.E.2d 401, 408 (1998) (extraneity removed), *disc. review improvidently allowed*, 351 N.C. 41, 519 S.E.2d 314 (1999). “Whether an act violates N.C.[Gen. Stat.] § 75-1.1 is a question of law.” *Rider v. Hodges*, 255 N.C. App. 82, 90, 804 S.E.2d 242, 249 (2017).

Our Supreme Court defined the terms “unfair” and “deceptive” in *Marshall v. Miller*: “A practice is unfair when it offends established public policy as well as when the practice is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers.” 302 N.C. 539, 548, 276 S.E.2d 397, 403 (1981). “[A] practice

³ Our review of the transcript indicates that Plaintiff’s request for jury instructions on the issue of licensing was limited to the issue of a general contractor’s license. We will not address Plaintiff’s arguments concerning other licenses, as these issues were not preserved. See N.C.R. App. P. 10(a)(1).

is deceptive if it has the capacity or tendency to deceive; proof of actual deception is not required.” *Id.*

“North Carolina appellate courts have held that violations of certain regulatory statutes are *per se* violations of N.C. Gen. Stat. § 75-1.1.” *Noble v. Hooters of Greenville (NC), LLC*, 199 N.C. App. 163, 170, 681 S.E.2d 448, 454 (2009), *disc. review denied*, 363 N.C. 806, 690 S.E.2d 706 (2010). “However, the courts have so concluded only where the regulatory statute *specifically* defines and proscribes conduct which is unfair or deceptive within the meaning of N.C. Gen. Stat. § 75-1.1.” *Id.* Here, neither N.C. Gen. Stat. § 160D-1110 (building permits) nor N.C. Gen. Stat. § 87-1 *et seq.* (general contracting licenses) define or proscribe any conduct within the meaning of the UDTPA.

Moreover, “[s]ome regulatory acts specifically designate that a violation of the provisions of the act is also a violation of N.C. Gen. Stat. § 75-1.1.” *Id.* In the case at bar, neither N.C. Gen. Stat. § 160D-1110 nor N.C. Gen. Stat. § 87-1 *et seq.* contain this designation.

Finally, “even where the statute itself does not provide for a private right of action,” a regulatory violation “may be a violation of the UDTPA where the regulatory violation satisfies the three elements of a UDTPA claim.” *Id.* at 170, 171, 681 S.E.2d at 454, 455. Thus, a violation of a licensing regulation is not a UDTP as a matter of law, although it “may be *evidence* of a UDTP.” *Walker v. Fleetwood Homes of N.C., Inc.*, 362 N.C. 63, 71, 653 S.E.2d 393, 399 (2007) (emphasis added). However, Plaintiff

has failed to establish that Luxury Bath's violation of North Carolina licensing and permitting regulations were evidence of a UDTP.

Plaintiff does not argue, and thus effectively concedes, that Luxury Bath did not engage in a deceptive trade practice. Thus, our inquiry is limited to whether Luxury Bath's failure to acquire a general contractor's license and the necessary permits was a practice that "offend[ed] established public policy" or one that was "immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers." *Marshall*, 302 N.C. at 548, 276 S.E.2d at 403.

Plaintiff correctly defines the public policy at issue here as a concern for public safety. "All regulations contained in the North Carolina State Building Code shall have a reasonable and substantial connection with the public health and safety, and their provisions shall be construed reasonably to those ends." N.C. Gen. Stat. § 143-138(c). "[T]he purpose of Article 1 of Chapter 87," which concerns the licensing of general contractors, "is to protect the public from incompetent builders." *Holland v. Walden*, 11 N.C. App. 281, 285, 181 S.E.2d 197, 200, *cert. denied*, 279 N.C. 349, 182 S.E.2d 581 (1971). "More specifically, its purpose is to guarantee skill, training and ability to accomplish such construction in a safe and workmanlike fashion." *Baker Constr. Co. v. Phillips*, 333 N.C. 441, 447, 426 S.E.2d 679, 683 (1993) (extraneity removed).

The violations of N.C. Gen. Stat. §§ 160D-1110 and 87-1 *et seq.* at issue here do not serve as evidence of a violation of a policy of public safety. Plaintiff argues that

“[a] person who engages in the business of general contracting without a license is exposing the public to a tremendous risk, with respect to what is often their most valuable asset. Further, defects in construction can endanger the safety of occupants of the dwelling.” However, Plaintiff fails to establish that Luxury Bath’s lack of licensing and permits put *Plaintiff* at a tremendous risk. He states that the result of Luxury Bath’s actions “was a job that was substandard in many respects” and that “it will be very expensive for . . . [him] to hire a new contractor to assume the work and obtain the appropriate permits.” He fails to make any specific arguments that the substandard work on his home was the result of a lack of license or permits; the remediation required to allow Plaintiff’s home to pass inspection and the possible consequences of the “parcel note” placed on the house by the town of Apex are the only injuries alleged to have resulted from Luxury Bath’s violations. There is no evidence that any part of Plaintiff’s home is currently unsafe, only that some undetermined amount of funds will be required to allow the house to be inspected and remove the “parcel note” currently in place.

Plaintiff’s argument effectively devolves into an assertion that any violation of the licensing and permitting statutes will support a UDTPA claim. However, as established above, the statutes in question provide that violations of those statutes are not *per se* UDTPA violations. Furthermore, Plaintiff ignores the penalties that exist to discourage the type of actions taken by Luxury Bath: the practice of general

contracting without a license is a Class 2 misdemeanor, N.C. Gen. Stat. § 87-13, and failure to obtain proper permits is a Class 1 misdemeanor, *id.* § 160D-1110(i).

In sum, Luxury Bath’s failure to acquire a general contractor’s license and obtain building permits did not constitute a UDTPA violation. Thus, Plaintiff’s request for a jury instruction on this issue was not “a correct statement of law,” *Godfrey*, 165 N.C. App. at 78, 598 S.E.2d at 404, and his arguments on this issue are overruled.

C. Rule 408 Offer to Compromise

Finally, Plaintiff argues that the trial court “erred in allowing testimony and evidence as to statements made during settlement negotiations.” However, we conclude that the testimony Plaintiff sought to exclude did not fall within the purview of Rule 408.

“In general, appellate courts review a trial court’s evidentiary rulings according to an abuse of discretion standard.” *Holland v. French*, 273 N.C. App. 252, 258, 848 S.E.2d 274, 280 (2020).

Rule 408 of the North Carolina Rules of Evidence provides:

Evidence of (1) furnishing or offering or promising to furnish, or (2) accepting or offering or promising to accept, a valuable consideration in compromising or attempting to compromise a claim which was disputed as to either validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount. Evidence of conduct or evidence of statements made in compromise negotiations is likewise not admissible.

N.C. Gen. Stat. § 8C-1, Rule 408.

The testimony in question concerns a 16 November 2022 letter sent by Plaintiff's former counsel to Schweitzer. This letter states, in pertinent part:

In view of the costs that [Plaintiff] will incur to correct the problems left unresolved by [Luxury Bath], he has/will have expenses in the amount of \$6,056.97. This letter shall serve as [Plaintiff]'s formal demand for reimbursement of that amount Absent receipt of this payment by [1 December 2022], [Plaintiff] will proceed with the appropriate litigation to recover this amount.

Rule 408's prohibition of evidence of offers to compromise is contingent upon a compromise having been offered in the first place. "A compromise is any agreement by which a controversy is terminated in consideration of mutual concessions." *Armstrong v. Polakavetz*, 191 N.C. 731, 735, 133 S.E. 16, 18 (1926); *see also* *Compromise*, BLACK'S LAW DICTIONARY (11th ed. 2019) (defining "compromise" as "[a]n agreement between two or more persons to settle matters in dispute between them; an agreement for the settlement of a real or supposed claim in which each party surrenders something in concession to the other"). In Plaintiff's letter, he neither offered any concessions nor the surrender of anything in exchange to settle the case; rather, he demanded a certain amount and advised that he would file suit against Luxury Bath if that amount were not received. Because there was no offer to compromise, the trial court did not abuse its discretion in admitting testimony concerning this letter.

III. Conclusion

SCOTT V. MICHAEL C. SCHWEITZER, LLC

Opinion of the Court

For the foregoing reasons, we affirm the trial court's order and judgment.

AFFIRMED.

Chief Judge DILLON and Judge HAMPSON concur.

Report per Rule 30(e).