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Jul 05 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

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APPEAL FROM GREENVILLE COUNTY  
Court of Common Pleas

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Appellate Case No.: 2020-000320

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Associated Receivables Funding, Inc.....Respondent,

v.

Dunlap, Inc.; James Stephen Dunlap, an Individual; Dunlap Industrial Coating Services, Inc.;  
Dunlap Industrial Services, Inc.; Classic Industrial Services, Inc.; and Mark Beuerle, an  
Individual,..... Defendants,

Of Which, Classic Industrial Services, Inc., is.....Appellant.

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**PETITION FOR REHEARING**

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Pursuant to Rule 221(a) SCACR, Respondent Associated Receivables Funding, Inc.  
("Respondent") hereby petitions this Court for rehearing of its June 20, 2024 Opinion.

**GROUND FOR REHEARING**

**I. DAMAGES SHOULD BE MEASURED BY THE BENEFIT OF THE BARGAIN APPROACH**

"It is the well-settled law of this state that the proper method in such a case is the benefit of the bargain approach, according to which the plaintiff is entitled to the difference between the value he would have received if the defendant's representations had been true and the value he actually received, together with any proximately caused consequential or special damages. See *Schnellmann v. Roettger*, 645 S.E.2d 239, 373 S.C. 379 (S.C. 2007) (citing e.g., *Riddle v. Pitts*, 283 S.C. 387, 324 S.E.2d 59 (1984); *Byrn v. Walker*, 275 S.C. 83, 267 S.E.2d 601 (1980); *Reid v.*

*Harbison Dev. Corp.*, 285 S.C. 557, 330 S.E.2d 532 (Ct.App.1985); *Starkey v. Bell*, 281 S.C. 308, 315 S.E.2d 153 (Ct.App.1984)).

In the matter at hand, the Circuit Court properly ruled that, but for, Appellant Classic Industrial Services, Inc. (“Appellant”)’s misrepresentation, Respondent would not have been damaged in the amount of Three Hundred Twenty-Three Thousand, Seven Hundred Eighteen and 31/100ths Dollars (\$323,718.31), the amount due and owing under Respondent’s contract with Dunlap, Inc. The benefit of the bargain that Respondent was denied, therefore, was the full Three Hundred Twenty-Three Thousand, Seven Hundred Eighteen and 31/100ths Dollars (\$323,718.31) and that is the proper damages calculation under *Schnellmann. Id.*

The Court, therefore, has misapprehended the proper damages calculation applicable in its ruling that Appellant not liable for the full Three Hundred Twenty-Three Thousand, Seven Hundred Eighteen and 31/100ths Dollars (\$323,718.31).

### CONCLUSION

For the foregoing reasons, Respondent Associated Receivables Funding, Inc. respectfully requests the Court to rehear this issue.

Respectfully submitted,



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*Attorney for Respondent*

July 5, 2024  
Greenville, South Carolina

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**PROOF OF SERVICE**

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The undersigned hereby certifies that a true copy of Associated Receivables Funding,  
Inc.’s Petition for Rehearing in the above-referenced case has been served on all parties of record  
by email, addressed as follows:

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