

RECEIVED

May 12 2025

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF YORK) IN THE SIXTENTH JUDICIAL CIRCUIT

JANICE G. HALL,)
Plaintiff) Case No: 2021-CP-46-01262

vs.)

NANCY HALL GREEN, HOLCOMBE) ORDER DENYING THE DEFENDANTS
T. GREEN, JR., HOLCOMBE T.) NANCY HALL GREEN, HOLCOMBE T.
GREEN, III in his capacity as Trustee of) GREEN, JR., AND THE HALL FAMILY
the Frank P. Hall III Irrevocable Trust,) INVESTMENTS, L.P.'S MOTION FOR
HALL, FAMILY INVESTMENTS, L.P.) RECONSIDERATION, AND HOLCOMBE
and THE FRANK P. HALL III) T. GREEN, III, AS TRUSTEE OF THE
IRREVOCABLE TRUST,) FRANK P. HALL IRREVOCABLE TRUST
Defendants.) MOTION FOR CLARIFICATION AND
RECONSIDERATION.

This matter appeared before me on Motions for Reconsideration filed by the defendants. Generally, the motions request that this Court reconsider its Order granting partial summary judgment for the plaintiff and to reconsider the denial of each of the defendant’s motions for summary judgment. The Order granting partial summary judgment for plaintiff and denying each of the defendants’ motion for summary judgment was electronically signed and filed on June 4, 2024—the order is incorporated herein by reference.

In-person oral arguments were originally scheduled to take place in Spartanburg in September of 2024. However, due to hurricane Helene hitting the Spartanburg area, the arguments were cancelled. Virtual oral arguments were able to take place on January 29, 2025. Appearing virtually at the hearing were Monica Asher and Tim Misner as attorneys for Holcombe T. Green, III, Trustee; and Miles Coleman for Nancy Hall Green, Holcombe T. Green, Jr., and Hall Family Investments, L.P.

ELECTRONICALLY FILED - 2025 Apr 11 4:04 PM - YORK - COMMON PLEAS - CASE#2021CP4601262

The present motion are presented pursuant to SCRCRCP Rule 59(e). One of the parties also includes a reference to SCRCRCP Rule 60 as the basis for its request to be relieved from the judgement. However, the grounds for asserting a Rule 60 motion do not exist. Therefore, Rule 60 is not applicable. While a losing party certainly has a right to convince a lower court it has ruled wrongly, a party cannot present to the court, by way of a motion to reconsider, an issue that could have been raised prior to the judgment but that the party did not raise previously. *Carcy v. Djebekki*, 321 S.C. 38, 467 S.E. 2d 128 ((Ct, PP. 1995). Also see, *Pacific Ins. CO. v. American Nat'l Fire Ins Co.*, 148 F.3d 396 (4th Cir. 1998), and *Poch v. Bayshore Concrete Products*, 386 S.C. 13 686, 689 (Ct. App. 2009), a motion to alter or amend is not an opportunity to raise arguments that could have been raised prior to judgement. Additionally, for purposes of a denial of summary judgment, specific findings of fact and conclusions of law are not necessary. *Watson v. Underwood*, 407 S.C. 443, 756 S.E.2d 155 (Ct. App. 2014), and *Skywaves 1 Corp. v. Branch Banking & Trust, Co.*, 423 S.C. 432 814 S.E.2d 643 (Ct. App. 2018).

After reviewing both Motions for Reconsideration and, once again, reviewing the records previously submitted by the parties as part of the original motions for summary judgment, and reviewing the arguments offered by the parties, the Court's decision as to the Motions for Reconsideration is as follows:

The Court find no reason for reconsideration or to alter or amend this Court's prior decision denying the Motion for Summary Judgement filed by the Holcombe T. Green III as Trustee.

Similarly, this Court finds no reason to alter or amend this Court's prior order Granting Plaintiff's Motion for Partial Summary Judgment in favor of Janice G. Hall, and no reason to reconsider or alter or amend the denial of the Summary Judgement Motion filed by Nancy Hall Green and Holcombe T. Green, Jr. and Hall Family Investment LP.

Therefore, the motions are not granted.

Since the parties were last before this Court, the arguments and the filings have been examined, not only for purposes of deciding the present motion, but also to assist and encourage parties to move forward, if possible, with an amicable resolution.

All parties have been well represented in the case by very competent attorneys. Extensive briefings have been presented explaining their respective positions. Even though the defendants disagree with the ruling to grant the plaintiff partial summary judgment, some significant facts are undisputed. There is no dispute that the documents “say what they say” and that the plaintiff is owed money. The attorneys were candid with the arguments, there is no dispute that the plaintiff is owed money. The defendants do not, however, agree that a South Carolina Court can order them to pay the money to the plaintiff. Whether the plaintiff ‘s claim is brought in Georgia or South Carolina, the undisputed fact is that the plaintiff is not being paid.

The defendants also contend the theory liability (breach of contract) is not proper. This Court’s opinion is that a ‘breach of contract” action is the same under South Carolina and Georgia law---a breach of contract occurs when a party fails to fulfill their obligation as outlined in a binding agreement and the non-breaching party can sue for damages. Even though this case has been pending for several years, and this Court’s involvement with the present motions is at least twelve (12) months, nothing is presented that any additional moneys have been paid to the plaintiff. Information is not contained in the record a Georgia judge would reach a different result on the basic breach of contract claim.

As referenced in the plaintiff’s filing, the defendants are successful and sophisticated individuals with substantial means. No evidence was presented to conclude otherwise. They have owned a Chateaux in France on two occasions and bought a house in West Palm Beach, Florida. They have served as officers of international corporations, owned a private investment company, and served on public and private boards. (Pltf. memo filed October 25, 2023 and January 5, 2024). Additionally, part of the financial obligation/arrangements giving rise to the present litigation also involved the use of a private art collection owned by the defendants as security valued at ten million (\$10,000,000.00).

While the exact reason why Frank (plaintiff’s deceased husband) felt his sister and brother-in-law (Nancy and Holcombe Jr.) were financially responsible for the millions of dollars improperly disbursed from the Hall Investment Trust is not contained in the record, nothing was presented to suggest that Frank’s concerns were unreasonable or unfounded. Also, Frank clearly intended that his wife, now his widow, to be part of the documents/agreements. Also significant

is that the record does not support a counter narrative to plaintiff's presentation of her case that includes that no one faults or blames the plaintiff or her deceased husband as having engaged in conduct that can explain why she is not receiving money from the defendants.

The above observations, again, are offered to encourage the parties to explore an amicable resolution.

Another issue raised by the defendants was an inconsistency between the judgment amount stated in the order and the judgment amount stated in the Form 4 filed with the Clerk of Court. The Court and the staff have reviewed the Clerk of Court's Form 4. We cannot find an inconsistency in the financial numbers. The judgment amount of \$2,577,852.33 is listed in the order and is the same figure listed in the Form 4. This Court notes that the defendants were unable to present a counter figure of what money the plaintiff is owed. As part of their response to the plaintiff's motion for partial summary judgment, the dollar amount of the judgment was not disputed, the legal validity of the judgment was contested.

Also, Holcombe Green, III now asserts that the money this Court has ordered to be paid should be paid through the trust. He reasons that since plaintiff's claim arises from the documents that establish the trust, the money should be entrusted to him as trustee. Notwithstanding, this Court inquired during the hearing if the trustee had ever made a demand on his mother or father for the money owed to the plaintiff. No affirmative response was provided to the question. Given the history of this case and the present posture of the parties at this time, the Court declines to order the money to be paid to the Holcombe Green III instead of directly to the plaintiff. Holcombe Green III also request that the trial of the case involving claims against him as trustee be limited to the issues of the alleged false tax documents he submitted to the plaintiff. This request is more appropriately decided by the judge conducting the trial.

If the parties believe this Court can be of assistance to bring this case to an amicable resolution, or otherwise, this Court offers its' services.

Again, the motions presently before the Court are denied.

IT IS SO ORDERED.

The Honorable J. Mark Hayes, II

_____, 2025



York Common Pleas

Case Caption: Janice G Hall VS Nancy Hall Green , defendant, et al

Case Number: 2021CP4601262

Type: Order/Other

IT IS SO ORDERED

s/ J. Mark Hayes, II #2132