

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

ELEVENTH JUDICIAL CIRCUIT

Civil Action No.: 2019-CP-32-00339

M.C. Blease, Individually, and as Co-Trustee of the M.C. Blease et al. Trust, the M.C. Blease BMB Irrevocable Trust, the M.C. Blease BMB Revocable Trust, Connie B. Reames, Individually, and as Co-Trustee of the M.C. Blease et.al. Trust, the M.C. Blease BMB Irrevocable Trust, the M.C. Blease BMB Revocable Trust; Rufus Eugene Trotter, as Co-Trustee of the M.C. Blease BMB Irrevocable Trust, the M.C. Blease BMB Revocable Trust; Alexis B. Gunter, Joseph B. Hammond, Connie B. Reames, Charlton B. Sample, Sue B. Sample, Russel L. Sample, and John B. Crawford,

Plaintiffs,

vs.

Little Giant ATM, Inc., Samuel Sturkie Jackson, Jr., Samuel Sturkie Jackson, III, Daniel "Frank" Shumpert, III, Daniel F. Shumpert, IV, Steven Davis, Boss Ramsey, John Quick, Dale Young, and D.M. Skip Mayes,

Defendants.

Little Giant ATM, Inc.,

Counterclaimant and Third-Party Plaintiff,

vs.

M.C. Blease, Individually,

Plaintiff and Third-Party Defendant.

**ORDER DENYING PLAINTIFF'S MOTION TO RECONSIDER PURSUANT TO RULE 59(e), SCRPC**

**RECEIVED**  
**Jul 21 2025**  
**SC Court of Appeals**

This matter came before the Court on (1) Defendants' Daniel F. Shumpert, IV., Steven Davis, Boss Ramsey, John Quick, Dale Young, and D.M. Skip Mayes ("Cash Loader Defendants") and (2) Defendant Daniel F. Shumpert III.'s ("Defendant Shumpert") and (3) Defendant Little Giant ATM, Inc.'s ("Little Giant") Motions for Summary Judgement. The Motions were filed respectively on August 5, 2021 and August 6, 2021. A virtual hearing on the matter was held via the virtual courtroom on March 31, 2025, where Defendants Little Giant, Frank Shumpert III., and Cash Loader Defendants were able to present their motions and Plaintiffs were able to provide their response in opposition. Jake Moore, Esq. and Nick Riley, Esq. appeared for the Plaintiffs, Adam Ribock, Esq. appeared for the Cash Loader Defendants, Tommy Lydon, Esq. appeared for Frank Shumpert, III, Amy Hill, Esq. appeared for Little Giant, and Jonathan Waller, Esq. appeared for Sam Jackson III.

This Court filed an Order regarding summary judgement on May 22, 2025. Plaintiff filed a Motion pursuant to Rule 59(e) on May 30, 2025. Plaintiff filed a Memorandum in Support on June 16, 2025, consistent with this Court's deadline provided to the parties. Cash Loader Defendant's filed a Memorandum in Opposition on June 25, 2025. Defendant Shumpert filed a Memorandum in Opposition on June 27, 2025. Defendant Little Giant filed a Memorandum in Opposition on June 30, 2025. All motions and supporting memoranda of law submitted to this court have been reviewed.

Plaintiffs argue that the Court erred in five parts. First, in regard to their contractual claims, it is Plaintiffs' position that their claims are not barred by the Statute of Frauds, as it is *possible* the contract can be completed within one year. Second, as to their breach of fiduciary duty claim, Plaintiffs assert there was a fiduciary duty between Plaintiffs and Defendants as it is their position Sam Jackson was acting as an agent of Little Giant and Shumpert, the owner. Third, as to Plaintiffs'

claims for unjust enrichment, Plaintiffs assert that since Jackson was acting as an agent of Little Giant, a benefit was conferred to Little Giant and Shumpert. Plaintiffs contend this same reasoning applies to their conversion claims. Fourth, as to their claim under Unfair Trade Practices, Plaintiffs assert that while Jackson went to prison for his actions this type of practice is capable of repetition as Shumpert is still in control of Little Giant. Finally, Plaintiffs contend that this court failed to consider Plaintiff's negligence claim, and at a minimum should find Shumpert negligent, as he retained Jackson as an agent for Little Giant.

Cash Loader Defendants assert that this motion is improperly before the Court as Plaintiffs failed to serve their motion on this Court. Additionally, Cash Loaders argue that even if the Court considers this motion to be properly served, the Court's ruling regarding summary judgement was "thorough, reasoned, and correct."

Defendant Shumpert asserts that the Statute of Frauds is applicable in this case pursuant to S.C. Code Ann. § 32-3-10(2), which requires "a signed writing for any special promise to answer for the debt of another" and § 32-10-107(1)(c), which requires "a signed writing containing material terms for any claim, legal or equitable, arising out of a loan in excess of \$50,000." As to Plaintiffs' claims for breach of fiduciary duty, unjust enrichment, and unfair trade practices, Defendant Shumpert contends that under S.C. Code Ann. § 37-10-107(1) tort claims are barred. *Skywaves I Corp. v. Branch Banking & Tr. Co.*, 423 S.C. 432, 814, S.E.2d 643 (Ct. App. 2018). Lastly Defendant Shumpert asserts that while negligence was not singled out as a cause of action, all claims against Defendant Shumpert, with the exception of the claim by Plaintiff Crawford regarding the guaranty bearing Shumpert's signature, were clearly dismissed

Defendant Little Giant asserts that the Statute of Frauds was properly applied as many of the checks to Sam Jackson, and the few written to Little Giant were submitted well over a year

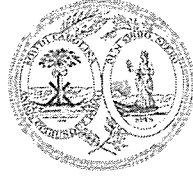
prior to Sam Jackson leaving town in January 2019. Additionally, Defendant Little Giant asserts that even if the Statute of Frauds did not bar enforcement, Plaintiffs failed to present new evidence that an oral contract was properly formed. Second, Defendant Little Giant contends that Plaintiff failed to present any new evidence that a fiduciary relationship existed with Little Giant, and only restated the relationship that was already argued at the Summary Judgement hearing. Third, as to the unjust enrichment and conversion claims, Defendant Little Giant agrees with this Court that Plaintiffs failed to show Little Giant conferred any benefit from the monies entrusted to third parties. Lastly, as to Unfair Trade Practices, Defendant Little Giant contends that Plaintiffs failed to show any interaction with Defendant Little Giant and therefore cannot show this is capable of repetition or impacting public interest.

After careful consideration of the record in this case and the submissions of counsel, this Court is unable to discover any material fact or principle of law that either has been overlooked or disregarded and further finds no error of law or facts not appropriately considered.

Accordingly, this Court hereby DENIES Plaintiffs' Motion to Reconsider pursuant to Rule 59(e) SCRCPC entered on or about May 30, 2025. Pursuant to Rule 59(f), the Court is of the opinion that oral argument is not necessary.

**IT IS SO ORDERED.**

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

**Case Caption:** M C Blease , plaintiff, et al VS Little Giant Atm Inc , defendant, et al

**Case Number:** 2019CP3200339

**Type:** Order/Other

It Is So Ordered

s/ Walton J. McLeod