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STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Circuit Court for the Eleventh Judicial Circuit

Walton J. McLeod, Circuit Court Judge

Case 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, Charlton B. Sample, Sue B. Sample, Russel L. Sample, and John B. Crawford,

Appellants,

vs.

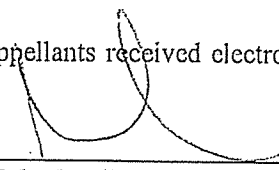
Little Giant ATM, Inc., Samuel Sturkie, Jackson, Jr., Samuel Sturkie Jackson, III, Daniel Frank" Shumpert, III, Daniel F. Shumpert, IV, Steven Davis, Boss Ramsey, John Quick, Dale Young, and D.M. Skip Mayes,

Respondents.

NOTICE OF APPEAL

Plaintiffs 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, Charlton B. Sample, Sue B. Sample, Russel L. Sample appeal the Orders of the Honorable Walton J. McLeod, signed on May 22, 2025 and July 11, 2025

and E-filed by the Clerk on those dates. Appellants received electronic notice of entry of this Order on July 11, 2025.



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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, Chariton 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 GRANTING DEFENDANTS'
MOTIONS FOR SUMMARY
JUDGMENT IN PART
AND
DENYING SUMMARY JUDGMENT
IN PART**

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SC Court of Appeals

This matter is currently 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 Judgment. The Motions were filed respectively on August 5, 2021 and August 6, 2021.¹ 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.

All parties that filed motions submitted proposed orders to this Court for review. Pursuant to the following analysis, the Court GRANTS in part and DENIES in part Defendant Little Giant's Motion for Summary Judgment as to all Plaintiffs, GRANTS Cash Loader's Motion for Summary Judgment as to all Plaintiffs, and GRANTS in part and DENIES in part Defendant Shumpert's Motion for Summary Judgment as to all Plaintiffs.

FACUTAL BACKGROUND

Little Giant is an entity formed pursuant to the laws of the State of South Carolina. *See* Second Amended Comp. ¶ 12. Its business consists of managing ATM Machines in various locations throughout South Carolina. Specifically, Little Giant does not load the cash into the ATMS but rather has contracts with third party "Cash Loaders" to keep the ATM's cash inventory available. Little Giant also has contracts with third party businesses to allow the ATM on their

¹ This hearing had a long-term delay for several reasons, including but not limited to medical protection from court appearances for a counsel of record.

property. Finally, Little Giant manages the distribution of the convenience fee charged to ATM users and distributes portions of the same to the ATM property location owner, the cash loader, the participating banks and to Little Giant as an administration fee.

This saga arises from the actions of Defendant Sam Jackson, Jr., who was a long-time employee of Little Giant. At some point in 2016, Mr. Jackson began a scheme whereby he accepted funds from some of the Plaintiffs under the guise of providing the funds to cash loaders who would then load the cash into the ATMs. Plaintiffs believed they would earn 15% interest on the amounts they had loaned. Further, Plaintiffs believed they had oral contracts. *See* Second Amended Comp. ¶ 25. Additionally, the checks written by Plaintiffs to participate in this loan were made out to entities or individuals other than Little Giant, with the exception of a \$50,000 check made out to Little Giant ATM by M.C. Blease on behalf of Plaintiff Alexis Blease dated April 26, 2017; a \$50,000 check made out to Little Giant ATM by M.C. Blease on behalf of Plaintiff Joe Hammond dated April 26, 2017; a \$100,000 check made out to Little Giant ATM by M.C. Blease individually dated May 29, 2018; and a \$50,000 check made out to Little Giant ATM by M.C. Blease individually dated May 29, 2018.² In other words, of the roughly \$2,874,000 in checks written by Plaintiffs, only \$250,000 were actually written to Little Giant. *Id.* The remainder of the checks were written to individuals including Sam Jackson, Jr., Sam Jackson, III, Tom Stone and Roger Hoover. *Id.*

In January 2019, it became clear that Sam Jackson, Jr. misused the Plaintiff's funds and that such funds were missing. Mr. Jackson was arrested, charged and ultimately pled guilty in U.S. District Court before Judge Wooten. *See, U.S. v. Samuel Sturkie Jackson, Jr.*, Case No.3:21-

²See Exhibit A from Defendant Little Giant's Memo, Checks Written by Plaintiffs and summary of the same.

cr-00619-TLW. Mr. Jackson was sentenced and has served time in Federal Prison for his crimes, which specifically include the frauds alleged in this lawsuit. *Id.*

The eleven separate Plaintiffs filed this lawsuit against Defendants alleging the following causes of action: 1) Breach of Contract, Breach of Contract Accompanied by a Fraudulent Act, 3) Unjust Enrichment/Quantum Meruit Claim, 4) Conversion, 5) Breach of Fiduciary Duty, 6) Negligence, 7) Unfair Trade Practices, and 8) Piercing the Corporate Veil.

ANALYSIS

A trial court may properly grant summary judgment when “the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact that the moving party is entitled to a judgment as a matter of law.” Rule 56 (c), SCRCP. While the Court views the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party, once the party moving for summary judgment meets its initial burden of showing a lack of genuine issue of material fact, the opponent cannot simply rest on mere allegations or denials contained in the pleadings. *Simmons v Tuomey Regional Medical Center*, 341 S.C. 32, 522 S.E.2d 312 (2000) (citing *Manning v. Quinn*, 294 S.C. 383, 365 S.E.2d 24 (1988)).

Statute of Frauds

Plaintiffs cannot show a writing that satisfies the South Carolina Statute of Frauds and for this reason, their contractual claims as to Little Giant must be dismissed. As described in their own complaint, Plaintiffs acknowledge that their claims are based on an “oral contract.” See Second Amended Comp. ¶ 25. S.C. Code § 32-3-10 provides that any action to 1) charge any person upon any special promise to answer for the debt, default or miscarriage of another person or 2) to charge any person upon any agreement that is not to be performed within the space of one

year from the making thereof must be in writing and signed by the party to be charged therewith or some person legally authorized to sign such a document. (emphasis added). In this case, by Plaintiffs' own admission, there is no writing, much less a writing signed by Little Giant or someone authorized to execute such a writing.

S.C. Code § 37-10-107 specifies that the writing must contain the material terms and conditions of the promise, undertaking, accepted offer, commitment, or agreement and the parties to be charged, or its duly authorized agent has signed the writing. The writing "must establish the essential terms of the contract without resort to parol evidence." *Cash v. Maddox*, 265 S.C. 480, 484, 220 S.E.2d 121, 122 (1975).

While it is confusing as to Plaintiffs' own legal theory supporting its claims, as noted above, the vast majority of the checks written by Plaintiff were written to Sam Jackson or other individuals. To the extent Plaintiffs seek to hold Little Giant liable for the amounts Plaintiffs provided to Sam Jackson or these other individuals, Plaintiffs must satisfy the Statute of Frauds and provide a writing signed by Little Giant. In fact, many of the Plaintiffs admitted they did not have a contract with Little Giant. Depo. of Sue Sample, p. 50, ll. 13-15 (no contract with Little Giant); Depo of Alexis Gunter, p. 33, ll. 11-13 (no contract with Little Giant); Depo of Connie Reames p. 10, ll. 15-19 (never discussed anything with anyone at Little Giant); Depo. Joe Hammond, pp. 34-35, ll. 22-13 (no contract and nothing in writing); Depo. John B. Crawford, pp. 41-42, ll. 23-10; p. 63, ll. 4-10 (no written contract at the time he wrote the checks to Sam Jackson). Plaintiffs cannot provide any writing showing Little Giant was to be bound for the checks written to Little Giant, with the exception of the \$250,000 in checks written directly to Little Giant.

However, all of Plaintiffs' claims must be dismissed pursuant to the Statute of Frauds where the alleged agreement was not to be performed in the space of one year because, as stated

above, there is no signed writing that satisfies the South Carolina Statute of Frauds. In fact, many of the checks that are the subject of Plaintiffs' claims were written more than a year prior to the initiation of this lawsuit in January 2019 only enforcing the idea that Plaintiffs testified to – namely, that the alleged agreements were not to be completed with a year. See Exhibit A from Defendant Little Giant's Memo. Only Plaintiffs the Samples, M.C. Blease, the B. M. Blease Irrevocable Trust, John B. Crawford wrote checks in the year prior to the filing of the Complaint. In the case of Blease, the B.M. Blease Irrevocable Trust and Crawford, only some of their checks were written in 2018. However, for those who wrote checks in 2018, they all claimed in their depositions or in the case of the Samples, their written note, that the "agreement" to repay these loans and a 15% annual interest rate was to go on indefinitely or long term.

Sue Sample:

Note between Sue and Charlton Sample and AOne ATM, LLC has no written term or end date. See Exhibit 3 to Depo of Sue Sample.

John B. Crawford:

Never discussed the length of the loans but they were "long term." Depo. John B. Crawford, p. 73, ll. 20-25.

M.C. Blease

There wasn't a term to the loans. It would go on until they didn't want to do it anymore or we decided we wanted our money. See Depo. M.C. Blease, p. 187, ll. 5-14.

The Plaintiffs do not have a writing signed by Little Giant or someone on behalf of Little Giant prior to the time they wrote the checks that are the subject of this litigation. For these reasons, Plaintiffs alleged contractual agreements that they are attempting to enforce by and

through this lawsuit fail to satisfy the South Carolina Statute of Frauds and thus Plaintiffs' claims as to Little Giant should be dismissed in their entirety.

As far as Cash Loaders, there is no agreement formal or otherwise, between any of the Plaintiffs and Cash Loader Defendants. This is supported by the testimony of Plaintiff Meredith Nickki Crawford Blease which states:

Q. Okay. Did you ever give any money to Daniel Frank Shumpert, IV, Steven Davis, Boss Ramsey, John Quick, Dale Young, or D.M Skip Mayes?

A. No.

Q. Did you ever have any agreement with them about giving them the money or getting a return from your money?

A. No.

See M. Blease Dep. Trns. 7:2-9.

Mr. Blease then testified he believed he gave two other cash loaders some money through a check but that it was later paid back to him. Those two cash loaders are *not involved* in this lawsuit as a Cash Loader Defendant.

Blease's testimony was echoed by several other Plaintiffs. See for example, John Brandon Crawford's deposition, Page 6, line 16 through Page 8, line 11:

Q. Okay. Have you ever met with any of the cash loaders?

A. No, sir.

Q. And do you know if they ever received any of your money?

A. No, sir; other than Frank's deposition.

Q. Okay. And what did he say in the deposition?

A. He just said that the money was given to the cash loaders to load the machines.

Q. Did you ever make a demand on the cash loaders to give you your money back?

A. No, sir.

Q. You also filed the same causes of action. There is eight different causes of action alleging wrongdoing by Little Giant and, among other people, the cash loaders.

A. All right.

Q. Do you know anything the cash loaders did, in particular --

A. No, sir.

Q. -- other than Frank's deposition?

A. No, sir.

Q. And do you have any evidence that they ever received your money other than Frank's deposition?

A. No, sir.

Q. Do you have any evidence that Little Giants or any of Little Giant accounts ever gave the cash loaders money?

A. No, sir.

Q. And you've never talked to any of the cash loaders?

A. No, sir.

Q. Do you know what they did for Little Giant?

A. They loaded the machines with cash.

Q. And how do you know that?

A. That's just what we were told by Frank.

Q. So any knowledge you have of the cash loaders, it's fair to say, came from Frank?

A. Yes, sir.

Q. And none of your money has been returned?

A. No, sir.

Q. Did you ever have an agreement with any of the cash loaders?

A. No, sir.

However, even taking the evidence in a light most favorable to Plaintiffs, the non-moving party, Frank Shumpert's testimony does not create a genuine issue of material fact as it relates to the Cash Loader Defendants. That is, Frank simply said Plaintiffs "loaned money for interest to third-party vault-cash loaders..." Shumpert August 5, 2019 Depo. P. 7, L. 6-7. The record is devoid of any evidence of any Plaintiff in this action giving money to any of the named Cash Loader Defendants. Rather, they gave their money to Samuel Sturkie Jackson Jr. (who has admitted to stealing the money during his guilty plea) and/or Little Giant. Plaintiffs are unable to meet their burden against the Cash Loader Defendants for any cause of action. (Two cash loaders did get money, but they are not Defendants in this action).

Regarding the claims against Defendant Shumpert, the statement signed by Defendant Shumpert in connection with the law enforcement investigation and presented by Plaintiffs in opposition to this Motion does not meet the standards for a writing as established by the South Carolina Supreme Court in *Cash v. Maddox* or as specifically set forth in S.C. Code § 37-10-107. The statement simply states that two of the plaintiffs in this lawsuit, M.C. Blease and John B. Crawford, were investors in Defendant Shumpert's business and that they made loans to the business. Nowhere in the statement does Shumpert state that the loans were made to him individually, or that he personally guaranteed the repayment of the loans.

The statement signed by Defendant Shumpert also does not meet the standards for a writing that would overcome the statutes of frauds because it does not contain the material terms and conditions of the agreement. In fact, the statement does not set forth any terms or conditions regarding the loans claimed to have been made by Plaintiffs.

However, with regard to the claims asserted by Plaintiff Joe Hammond, the amount of his loan that is the underlying basis for his claims was \$50,000.00. S.C. Code § 37-10-107 specifically limits its application to loans of “a principal amount in excess of fifty thousand dollars...” Therefore, S.C. Code § 37-10-107 does not apply to Plaintiff Hammond’s claims.

With regard to Plaintiff John B. Crawford, as noted in the Findings of Fact, the record in this case includes a promissory note from Little Giant ATM, LLC to Plaintiff Crawford that appears to include personal guaranties from Defendant Shumpert and Defendant Samuel Sturkie Jackson, Jr. Although Defendant Shumpert contends that his signature on the guaranty is a signature stamp that he did not authorize, the validity of that signature presents a question of fact that precludes summary judgment based on the statute of frauds. Also, the issue of whether there was consideration for the promissory note to Plaintiff Crawford, since it was allegedly signed and delivered after the loans were made by Crawford, is not before the Court, since the pending Motion is based solely on the statute of frauds defense. As such, Defendant Shumpert's Motion for Summary Judgment as to Plaintiff John B. Crawford is DENIED.

As to the remaining Plaintiffs, there are no writings signed by Defendant Shumpert that evidence his agreement to personally guarantee any of the loans they claim to have made, nor are there any writings signed by Shumpert that contain the material terms and conditions of their alleged agreement. Therefore, dismissal of their claims against Defendant Shumpert is appropriate.

Breach of Contract and Breach of Contract with a Fraudulent Intent

As has been established above, none of the Plaintiffs have a written contract with Defendants with the exception of Plaintiff Crawford who received a written note from Little Giant with a stamped signature *after* he had written all of the checks that are the subject of this lawsuit.

Thus, each Plaintiff's claims for breach of contract are based on an oral contract. In order to establish an oral contract, each Plaintiff is required to show the elements of a contract – offer, acceptance, and valuable consideration. *Sauner v. Pub. Serv. Auth. Of S.C.*, 354 S.C. 397, 406, 581 S.E.2d 161, 166 (2003). "A valid offer identifies the bargained for exchange and creates a power of acceptance in the offeree." *Id.* In order to show a breach of contract or breach of contract accompanied by a fraudulent act, a party must first show the existence of a contract and show its breach and resulting damages. *Fuller v. E. Fire & Cas. Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962). In order to prove a breach of contract, the Plaintiffs must first show they had a contract – in this case an oral contract -- with Little Giant, Cash Loader Defendants, and Defendant

Shumpert.

Some Plaintiffs, like the Samples, testified that they didn't know the name "Little Giant" prior to writing their check to Mr. Jackson and that they had never spoken to anyone at Little Giant. Depo. Sue Sample, p. 34, ll. 12-19. Other Plaintiffs' sole interaction involving the transactions was with fellow Plaintiff and Third Party Defendant M.C. Blease. Depo. Joe Hammond, pp. 16-17, ll. 2-18; pp. 43-44, ll. 20-23 (gave Blease a blank check for \$50,000); Depo. Connie Reames, pp. 9-10, ll. 16-19; p. 16, ll. 4-15, p. 17, ll. 1-7; Depo. Alexis Gunter, p. 19, ll. 2-10. As was discussed above, with the exception of \$250,000, all of the checks written by Plaintiffs were written to individuals and NOT to Little Giant. Plaintiffs have failed to show that they had any type of oral agreement with Little Giant when they either did not discuss the contract with anyone at Little Giant OR wrote their checks to individuals other than Little Giant thus showing there is no consideration to Little Giant to establish a contract.

For instance, Carlton Sample testified as follows:

Q: Do you have any information that Little Giant received any of your \$80,000?

A: No, no.

Deposition of Plaintiff Charlton M. Sample p. 28, ll. 11-16.

Plaintiffs Alexis Gunter and Joe Hammond testified that they provided M.C. Blease blank checks that he would fill out. Depo. Alexis Gunter, p. 19, ll. 2-25. At least some of the checks provided to M.C. Blease were made to Sam Jackson individually.

Similar to Little Giant, there is insufficient evidence to support that an oral contract was entered into between the Plaintiffs and Defendant Daniel Shumpert and Cash Loaders Defendants. Even if an oral contract was created, it would be invalid pursuant to the Statute of Frauds.

This Court grants summary judgment as to breach of contract and breach of contract accompanied by a fraudulent act with regards to any Plaintiff who had no involvement with anyone associated with Little Giant – the Samples, Connie Reames, Alexis Gunter and Joe Hammond. Further, this Court grants Summary Judgment as to Breach of Contract and Breach of Contract Accompanied by a Fraudulent Act as to any claims for money written to individuals other than Little Giant. This includes all checks except the \$250,000 checks written to Little Giant. This Court grants Summary Judgement as to Breach of Contract and Breach of Contract Accompanied by a Fraudulent Act with regards to any Plaintiff and their claims against Cash Loader Defendants. Additionally, this Court grants Summary Judgment as to Breach of Contract and Breach of Contract Accompanied by a Fraudulent Act as to any claims for moneys written to individuals other than Defendant Shumpert. Summary Judgement is DENIED as to the promissory note to Plaintiff Crawford with Daniel Shumpert, III's signature stamp.

Breach of Fiduciary Duty

In order to show a breach of fiduciary duty, a plaintiff must be able to show that there exists a fiduciary relationship that is subject to liability resulting from the breach of that fiduciary duty

imposed by the fiduciary relationship. Restatement (Second) of Torts § 874 (1979). See *Gauld v. O'Shaughnessy Realty Co.*, 380 S.C. 548, 671 S.E.2d 79 (Ct. App. 2008). In their Second Amended Complaint, Plaintiffs allege that "by receiving the funds belonging to the Plaintiffs, and promising to repay the principle amounts plus monthly interest, Little Giant...owed the Plaintiffs a fiduciary duty." See Second Amended Compl. ¶ 53. As has been established above, Plaintiffs wrote the vast majority of their checks to individuals other than Little Giant and there is no written promise to repay any loans from Little Giant for checks made payable to these third parties. However, even if that were the case, simply borrowing money does not establish a fiduciary relationship that leads to a fiduciary duty.

The existence of a fiduciary relationship is a question of law for the Court. *Spence v. Wingate*, 395 S.C. 148, 716 S.E.2d 920 (2011). A fiduciary relationship is more than a casual one, and as a general rule it cannot be created unilaterally, but it requires that the fiduciary must have actually accepted or induced the confidence placed in him. See *Brown v. Pearson*, 326 S.C. 409, 483 S.E.2d 477 (Ct. App. 1997). Typically, the finding of a fiduciary relationship is limited to situations such as lawyers, brokers, corporate directors, and corporate promoters. *Hendricks v. Clemson Univ.*, 353 S.C. 449, 578 S.E. 2d 711 (2003). An imposition of a fiduciary relationship generally is reserved to special relationships or to legal or business settings in which one person entrusts money to another. *Richland County v. Carolina Chloride, Inc.*, 382 S.C. 634, 677 S.E.2d 892 (S.C. 2008), *aff'd*, 714 S.E.2d 869 (S.C. 2011). In this case, as has been pointed out repeatedly in this order, the Plaintiffs cannot show that they entrusted monies to Little Giant other than \$250,000 in checks written to Little Giant. Further, Plaintiffs cannot show the existence of any type of special relationship other than that of a lender and borrower. There is no South Carolina case that has recognized a fiduciary relationship between a lender and a borrower. Because

Plaintiffs cannot establish a fiduciary relationship with Little Giant, their claims of a breach of fiduciary duty must be dismissed.

Plaintiffs also cannot establish a fiduciary relationship with Cash Loader Defendants. There was no evidence that an agreement existed with Cash Loader Defendants. None of the Plaintiffs knew the Cash Loader Defendants. Therefore, Plaintiffs cannot establish a fiduciary duty or a breach of fiduciary duty.

Plaintiffs cannot establish they entrusted monies to Defendant Shumpert, with the exception of the promissory note to Plaintiff Crawford. Further, Plaintiffs cannot show the existence of any type of special relationship other than that of a lender and borrower. As Plaintiffs cannot establish a fiduciary relationship with Defendant Shumpert, their claims of a breach of fiduciary duty must be dismissed.

Conversion/Quantum Meruit/Unjust Enrichment

Quantum meruit is also known as a quasi-contract, or an implied by law contract. To prevail on a quantum meruit claim, a plaintiff must establish (1) he conferred a benefit upon the defendant; (2) the defendant realized that benefit; and (3) retention of the benefit by the defendant under the circumstances make it inequitable for the defendant to retain it without paying its value. *Williams Carpet Contrs., Inc. v. Skelly*, 400 S.C. 320, 325, 734 S.E.2d 177, 180 (Ct. App 2012) (citing *Swanson v. Stratos*, 350 S.C. 116, 121, 564 S.E.2d 117, 119 (Ct. App. 2002); and *Earthscapes Unlimited, Inc. v. Ulbrich*, 390 S.C. 609, 616-17, 703 S.E.2d 221, 225 (2010)).

As has been mentioned previously, Plaintiffs wrote all of their checks to individuals other than Little Giant with the exception of \$250,000. Plaintiffs cannot claim conversion against Little Giant for monies provided to third parties however, for the \$250,000 in checks made out to Little Giant, there exists a genuine issue of material fact as to whether a benefit was conferred to

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Defendant Little Giant. Thus, Summary Judgement is DENIED as to the \$250,000. For this reason, Summary Judgement is GRANTED as to Plaintiffs' claims for conversion against Little Giant for all checks to individuals other than Little Giant.

Plaintiffs failed to present evidence that a benefit was conferred on Cash Loaders, as their sole responsibility was to load the machines. For Defendant Daniel Shumpert there exists a genuine issue of material fact as to whether a benefit was conferred from promissory note with Shumpert's signature stamp. Therefore, Summary Judgement is GRANTED as to Plaintiffs' claims for conversion against Defendant Cash Loaders. Summary Judgement is GRANTED as to Plaintiff's claims for conversion against Defendant Daniel Shumpert with the exception of the promissory note with Defendant Shumpert's signature stamp.

Unfair Trade Practices

The Plaintiffs have failed to meet the elements required for a showing of the violation of Unfair Trade Practices Act. First, as established above, Plaintiffs did not interact with Little Giant other than writing approximately \$250,000 in checks addressed to Little Giant. There were no written contracts with Little Giant and in some instances, no communication with anyone other than third party M.C. Blease who was not associated with Little Giant in any manner. However, even assuming Plaintiffs could show their direct interaction with Little Giant, they cannot otherwise establish the necessary elements to prove a violation of the Unfair Trade Practices Act.

It is essential that the act or practice complained of have an impact on the public interest, meaning that the act is "capable of repetition." *Noack Enterprises, Inc. v. Country Corner Interiors of Hilton Head Island, Inc.*, 290 S.C. 475, 351 S.E. 2d 347 (Ct.App. 1986) (while alleging unfair or deceptive acts or practices damages plaintiff, complaint fails to allege facts demonstrating an adverse affect on the public). Conduct that only impacts the parties to a transaction and not the

public interest provides no basis for a SCUPTA claim. *Bessinger v. Food Lion, Inc.*, 305 F.Supp. 2d 574 (D.S.C. 2003). In this instance, Plaintiffs cannot show that any interaction with Little Giant is capable of repetition or impacting the public interest. All parties agree that Mr. Jackson is the primary culpable party. Mr. Jackson has plead guilty in federal court and served time for committing fraud on the Plaintiffs and Frank Shumpert. Mr. Jackson is no longer associated with Little Giant, Frank Shumpert or even the ATM business. For these reasons, Plaintiffs claims of violation of the Unfair Trade practices Act must be dismissed.

CONCLUSION

This Court suspects that the Plaintiffs and Defendants all had high hopes and good intentions in "investing" or simply loaning their money to a local contact in exchange for consistent and safe returns. However, this saga exhibits utterly zero hallmarks of sound financial dealings that are present in all other contracts for money in this state.

For the reasons set forth above, this Court:

- (1) **GRANTS** Defendant Little Giant's Motion for Summary Judgment for the checks not addressed to Little Giant, but **DENIES** Summary Judgment for the remaining \$250,000 checks addressed to Little Giant.
- (2) **GRANTS** Cash Loader's Motion for Summary Judgment, and
- (3) **GRANTS** Defendant Shumpert's Motion for Summary Judgment, but **DENIES** Summary Judgment as to Plaintiff Crawford for the guaranty with Shumpert's stamped signature.

IT IS SO ORDERED.

[JUDICIAL E-SIGNATURE PAGE TO FOLLOW]



Lexington Common Pleas

Case Caption: M C Bleasc , plaintiff, et al VS Little Giant Atm Inc , defendant, et al
Case Number: 2019CP3200339
Type: Order/Summary Judgment

It Is So Ordered

s/ Walton J. McLeod

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

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.

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
Civil Action No.: 2019-CP-32-00339

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

ELECTRONICALLY FILED - 2025 Jul 11 10:23 AM - LEXINGTON - COMMON PLEAS - CASE#2019CP3200339

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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) SCRCF 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

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SC Court of Appeals

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
Circuit Court for the Eleventh Judicial Circuit

Walton J. McLeod, Circuit Court Judge

Case 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, Charlton B. Sample, Sue B. Sample, Russel L. Sample, and John B. Crawford,

Appellants,

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,

Respondents.

PROOF OF SERVICE

I Julie Kisby, a Paralegal with Moore Bradley Myers Law Firm, P.A. certify that I have served the Appellants' Notice of Appeal via email and by depositing a copy of the same in the United States Mail, postage prepaid on July 21, 2025 addressed to Respondents as follows:

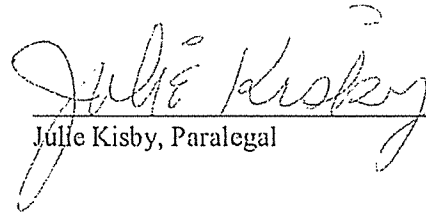
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