

STATE OF SOUTH CAROLINA )  
 )  
 COUNTY OF GREENVILLE )  
 )  
 SL Fiveforks, LLC d/b/a Social Latitude, )  
 )  
 Plaintiff, )  
 )  
 Countybank, )  
 )  
 Intervenor-Plaintiff, )  
 )  
 v. )  
 )  
 Woodruff Partners, LLC; Joe Marino; and )  
 Henry James; )  
 )  
 Defendants. )  
 )  
 \_\_\_\_\_ )  
 Woodruff Partners, LLC; Joe Marino; and )  
 Henry James; )  
 )  
 Third-Party Plaintiffs; )  
 )  
 v. )  
 )  
 Stephen Gossett; Summer Gossett; Concrete )  
 Connection, Inc.; and Keith Herringshaw; )  
 )  
 Third-Party Defendants. )  
 )  
 \_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS

C.A. NO.: 2023-CP-23-01780

**ORDER**

**RECEIVED**  
 JAN 27 2026  
 SC Court of Appeals

This matter came before the Court on September 29, 2025, pursuant to Defendants’ post-trial motions filed on August 9, 2025, and was held virtually, with the consent of all counsel. Attorney Kenneth Jay Anthony was present for the Plaintiff, SL Fiveforks, LLC d/b/a Social Latitude, as well as Third-Party Defendants Stephen Gossett and Summer Gossett. Attorney Wendell L. Hawkins was present for Defendants Woodruff Partners, LLC, Joe Marino, and Henry James. Third-Party Defendants Keith Herringshaw and Concrete Connection, Inc., were not

present as the Court directed a verdict in their favor before the case was submitted to the jury and such was not contested in post-trial motions. Intervenor-Plaintiff Countybank was also not present pursuant to the stipulation agreed upon by all parties during the trial.

The Defendants filed the following post-trial motions: (1) Motion for New Trial; (2) Motion for Election of Remedies; (3) Motion to Renew Motions for Directed Verdict; (4) Motion for Judgment Notwithstanding the Verdict as to Civil Conspiracy; and (5) Motion for Judgment Notwithstanding the Verdict as to South Carolina Unfair Trade Practices. At the hearing, Plaintiff opposed the motions and asked the Court to enter judgment, in accordance with the jury verdict, as well as pre-judgment interest and statutory interest based on an Offer of Judgment filed on June 1, 2023.

After consideration of the briefs, the arguments of counsel, and the record in this matter, the Court **GRANTS** the Motion for Election of Remedies and **DENIES** the remaining motions of Defendants.

### **BACKGROUND**

This case arises from a written lease agreement (the "Lease") between the Plaintiff and Defendant Woodruff Partners, LLC by which the Defendant agreed to lease certain designated commercial space to Plaintiff in accordance with the terms and conditions set forth in the Lease. It is undisputed that the Lease included a Tenant Improvement Allowance ("TIA") pursuant to which the landlord, the Defendant Woodruff Partners, LLC, was to pay Eighty-Four Thousand Five Hundred and 00/100 Dollars (\$84,500.00) to the Plaintiff upon the fulfillment of certain conditions. However, a dispute developed as to whether, and how much, of the TIA funds were owed. As a result, Plaintiff commenced suit on April 11, 2023, alleging Breach of Contract, Unjust Enrichment, and Breach of Contract Accompanied by a Fraudulent Act. The Plaintiff subsequently

amended the Complaint to further allege Civil Conspiracy, Fraud, and South Carolina Unfair Trade Practices Act as during the pendency of this matter an additional dispute arose amongst the parties regarding common area expenses, a monthly expense in addition to rent.

This matter came to trial before a jury in the Greenville Court of Common Pleas on July 28, 2025. At trial, Plaintiff asserted three causes of action: (1) Breach of Contract; (2) South Carolina Unfair Trade Practices Act; and (3) Civil Conspiracy. The jury returned the following verdict in favor of the Plaintiff: (1) Breach of Contract with actual damages of Eighty-Four Thousand Five Hundred and 00/100 Dollars (\$84,500.00); (2) South Carolina Unfair Trade Practices Act with actual damages of Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00); and (3) Civil Conspiracy with actual damages of Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) and punitive damages of One Hundred Thousand and 00/100 (\$100,000.00).

## **DEFENDANTS' MOTIONS**

### **I. Motion for New Trial Absolute**

The Defendants argue the jury notes regarding damages throughout deliberation indicate that the jury's punitive damages award was excessive and the result of passion, caprice, or some other influence beyond what was presented at trial.

"The trial court has sound discretion when addressing questions of excessiveness or inadequacy of verdicts, and its decision will not be disturbed absent an abuse of discretion." Dillon v. Frazer, 383 S.C. 59, 63 (2009). "When considering a motion for a new trial based on the inadequacy or excessiveness of the jury's verdict, the trial court must distinguish between awards that are merely unduly liberal or conservative and awards that are actuated by passion, caprice, prejudice, or some other improper motive." *Id.* at 64. "If the amount of the verdict is grossly

inadequate or excessive so as to be the result of passion, caprice, prejudice, or some other influence outside the evidence, the trial judge must grant a new trial absolute.” O’Neal v. Bowles, 314 S.C. 525, 527 (1993).

In this case, Defendants’ counsel was aware of every jury note made during deliberations and did not object to or provide feedback when invited by the Court. Each question, as well as the Court’s proposed response, was published to counsel in the absence of the jury’s presence. Further, the Court provided an opportunity for counsel to raise any objections or feedback on the proposed response, of which there were none. At no point did Defendants’ counsel object to the Court’s response or voice concern about the content of the notes. Even if the Defendants’ argument was preserved, the Court nonetheless finds the foregoing does not warrant inference that the verdict resulted from improper influences.

As to the Defendants’ argument that the verdict is excessive, the “[t]he denial of a motion for a new trial absolute or a new trial nisi for excessiveness of the verdict is a matter within the sound discretion of the trial judge. Byrd as Next Friend of Julia B. v. McLeod Physician Assocs. II, 427 S.C. 407, 413 (Ct. App. 2019). Moreover, our courts have held that “‘the jury’s determination of damages is entitled to substantial deference[,]’ and the circuit court’s decision on whether to grant a new trial based on the amount of the verdict ‘will not be disturbed on appeal unless it clearly appears the exercise of discretion was controlled by a manifest error of law.’” Keene v. CNA Holdings, LLC, 426 S.C. 357, 366 (Ct. App. 2019), citing Welch v. Epstein, 342 S.C. 279, 303 (Ct. App. 2000).

Considering the issue on the merits, the Court rejects Defendants’ assertion that the verdict was so excessive as to suggest an improper motive. In their motion, the Defendants do not identify which portions of the verdict they deem excessive and therefore appear to object to all damages.

However, the award of Eighty-Four Thousand Five Hundred Dollars and 00/100 (\$84,500.00) for the Breach of Contract claim was plainly supported by the evidence regarding the Tenant Improvement Allowance, and the award of Thirteen Thousand Five Hundred Dollars and 00/100 (\$13,500.00), was reasonably based on the reimbursement of common area expenses.

This leaves only the punitive damage award as supposedly excessive. Courts reviewing punitive damages must consider: (1) the degree of reprehensibility of the defendant's misconduct, (2) the disparity between the actual or potential harm suffered by the plaintiff and the punitive damages award, and (3) the difference between the punitive damages awarded by the jury and the civil penalties authorized or imposed in comparable cases. BMW of North America, Inc. v. Gore, 517 U.S. 559 (1996); RRR, Inc. v. Toggas, 381 S.C. 490 (2009).

"[P]unitive damages may be awarded only upon a finding of actual damages." Gamble v. Stevenson, 305 S.C. 104, 111 (1991). "Punitive damages can only be awarded where the plaintiff proves by clear and convincing evidence the defendant's misconduct was willful, wanton, or in reckless disregard of the plaintiff's rights." Austin v. Specialty Transp. Servs., Inc., 358 S.C. 298, 313 (Ct. App. 2004). "There is no formula or standard to be used as a measure for assessing punitive damages." See Mellen v. Lane, 377 S.C. 261, 290 (Ct. App. 2008). However, the relevant factors in consideration of punitive damages are:

(1) the defendant's degree of culpability; (2) duration of the conduct; (3) defendant's awareness or concealment; (4) the existence of similar past conduct; (5) likelihood that the award will deter the defendant or others from like conduct; (6) whether the award is reasonably related to the harm likely to result from such conduct; (7) the defendant's ability to pay; and (8) other factors deemed appropriate.

Gamble v. Stevenson, 305 S.C. 104, 111-12 (1991). In considering the before-mentioned factors, the trial court is "not required to make findings of fact for each factor to uphold a punitive damage award." Welch v. Epstein, 342 S.C. 279, 306 (Ct. App. 2000).

Here, the Court finds the Defendants' conduct was sufficiently reprehensible and that the award also bears a reasonable relationship between the actual and potential harm suffered by the Plaintiff. The Court notes that the Defendants fail to raise any sufficient argument as to *why* the jury award is excessive. Additionally, the Court finds the jury could have reasonably concluded the Defendants engaged in deceptive and wrongful conduct that went beyond mere breach as to involve intentional or reckless wrongdoing. The evidence presented could reasonably support a finding that the Defendants were aware of, or concealed, information relevant to their obligations. Furthermore, the punitive award bears a reasonable relationship to the harm caused and is sufficient to deter future similar misconduct. Based on the foregoing reasons, the Court finds the jury's award of actual and punitive damages is not excessive.

Therefore, the Defendants' Motion for New Trial Absolute is **DENIED**.

## II. Motion for Election of Remedies

Under South Carolina law, “[e]lection of remedies involves a choice between different forms of redress afforded by law for the same injury or different forms of proceeding on the same cause of action.” Taylor v. Medenica, 324 S.C. 200, 218 (1996). Furthermore, “[t]he basic purpose of election of remedies is to prevent double recovery for a single wrong.” Austin v. Stokes-Craven Holding Corp., 387 S.C. 22, 56 (2010) citing Save Charleston Found. v. Murray, 286 S.C. 170 (Ct. App. 1985). “When an identical set of facts entitle the plaintiff to alternative remedies, he may plead and prove his entitlement to either or both; however, the plaintiff may not recover both.” Save Charleston Found., 286 S.C. at 175.

Pursuant to this motion, Defendants request that the Plaintiff elect between the SCUTPA and Civil Conspiracy causes of action. Despite the Plaintiff's argument that SCUTPA penalties do not constitute double recovery, Plaintiff acknowledges that existing case law dictates that it must

elect remedies and that this Court is bound by precedent.<sup>1</sup> As this Court finds that Plaintiff must elect remedies, Plaintiff elects the award for Civil Conspiracy.

### III. **Motions for Directed Verdict and for Judgment Notwithstanding the Verdict**

The Defendants also filed Motions for Directed Verdict and for Judgment Notwithstanding the Verdict (JNOV) on both the Civil Conspiracy and SCUTPA causes of action.

A motion for JNOV is “merely a renewal of the directed verdict motion.” Jamison v. Hilton, 413 S.C. 133, 139 (Ct. App. 2015) citing Wright v. Craft, 372 S.C. 1, 20 (Ct App. 2006). “A motion for JNOV may be granted only if no reasonable jury could have reached the challenged verdict.” The Winthrop Univ. Trustees for the State v. Pickens Roofing & Sheet Metals, Inc., 418 S.C. 142, 161 (Ct. App. 2016). The circuit court must deny a motion for a directed verdict or JNOV if the evidence yields more than one reasonable inference or its inference is in doubt. See Jamison v. Hilton, 413 S.C. 133, 139 (Ct. App. 2015). In ruling on a motion for directed verdict or JNOV, the trial court must view the evidence and the inferences that reasonably can be drawn therefrom in the light most favorable to the party opposing the motions. See McNaughton v. Charleston Charter Sch. For Math & Sci., Inc., 511 S.C. 249, 259 (2015).

In addition to precedent from our courts, Rule 50(b) of the South Carolina Rules of Civil Procedure states:

Whenever a motion for a directed verdict made at the close of all the evidence is denied or for any reason is not granted, the court is deemed to have submitted the determination to the jury subject to a later determination of the legal questions raised by the motion. A party who has moved for a directed verdict may move to have the verdict and any judgment entered thereon set aside and to have judgment entered in accordance with his motion for a directed verdict.... If a verdict was returned the court may allow the judgment to stand or may reopen the judgment and either order a new trial or direct the entry of judgment as if the requested verdict had been directed.

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<sup>1</sup> Plaintiff expressed its intention to file a motion to argue against precedent on appeal.

Rule 50(b), SCRC.P.

As Plaintiff elected remedies under Civil Conspiracy, not SCUTPA, the Defendants' Motion for JNOV under the SCUTPA cause of action is therefore moot. Under the Civil Conspiracy cause of action, the Defendants argue they are entitled to JNOV based on the alleged speculative testimony of Summer Gossett and the Plaintiff's alleged inaction which underlaid the civil conspiracy.

In this case, the Court finds granting the Defendants' motion would be inappropriate pursuant to the application of the standard for granting JNOV. At trial, the designated representative for the Plaintiff, Summer Gossett, testified that Social Latitude was owed a refund of Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00) for calendar year 2023 regarding the Civil Conspiracy allegations. Ms. Gossett testified that her calculation was based on her examination of the receipts and invoices provided by Defendants as well as her knowledge of the payments made. The jury heard this testimony, had the receipts and invoices as exhibits, and were able to determine the weight of Ms. Gossett's testimony. Viewing this evidence in the light most favorable to the nonmoving party, a reasonable jury could credit her testimony and reach the verdict rendered.

Therefore, JNOV under the Civil Conspiracy cause of action is **DENIED**.

In addition to the beforementioned, the Court further finds the undisputed evidence at trial was that the Defendants sent the false invoices out not just to the Plaintiff, but to *all* tenants in the shopping center. Moreover, as discussed above, when the Defendants produced a new set of invoices to support the Common Area Expenses, they again provided false documents. These facts alone demonstrate that there was evidence before the jury to show that this was not a purely private wrong, but one that was capable of affecting others and, indeed did affect others.

## CALCULATION OF JUDGMENT

With the above in mind, Plaintiff is entitled to damages on the Breach of Contract and Civil Conspiracy causes of action. In addition to the actual damages and punitive damages, Plaintiff is entitled to pre-judgment interest as well as amounts pursuant to the Offer of Judgment.

### A. Damages Assigned by Jury

Damages assigned by the jury – taking into account the election of remedies – are as follows:

Breach of Contract (Actual Damages):	\$ 84,500
Civil Conspiracy (Actual Damages):	\$ 13,500
Civil Conspiracy (Punitive Damages)	\$100,000
<b>TOTAL DAMAGES:</b>	<b>\$198,000</b>

### B. Pre-Judgment Interest

Plaintiff pled pre-judgment interest in the Complaint which was filed April 11, 2023. The applicable rates pursuant to orders of the Supreme Court of South Carolina are as follows:

- January 15, 2023 - January 14, 2024 = 11.5% compounded annually
- January 15, 2024 - January 14, 2025 = 12.5% compounded annually
- January 15, 2025 - January 14, 2026 = 11.5% compounded annually

Given this, the applicable pre-judgment interest is as follows:

- For April 11, 2023 - January 14, 2023 = \$17,342.63
- For January 15, 2024 - January 14, 2025 = \$26,917.83
  - (Calculated on \$215,342.63)
- For January 15, 2025 – October 31, 2025 = \$22,077.19
  - (Calculated on \$242,260.46)

- TOTAL DAMAGES PLUS INTEREST: \$264,537.65
- Total Pre-Judgment Interest: \$66,337.65

### C. Offer of Judgment

In addition to the above, Plaintiff submitted an Offer of Judgment to Defendants on June 1, 2023 offering judgment in the amount of \$84,500. This offer was rejected by Defendants. Plaintiff is therefore entitled to interest pursuant to Rule 68, SCRCP and S.C. Code Ann. § 15-35-400 at a rate of 8% interest, compounded annually.

The calculation is as follows:

- For June 1, 2023 – December 31, 2023 = \$9,243.62
- For January 1, 2024 – December 31, 2024 = \$16,579.49
  - (Calculated on \$207,243.62)
- For January 1, 2025 – October 31, 2025 = \$14,177.51
  - (Calculated on \$223,823.11)
- **TOTAL INTEREST:           \$40,000.62**

### D. Summary and Total Judgment Amount

In total, Plaintiff is entitled to a judgment in the total amount of \$300,241.90.

• Actual and Punitive Damages:	\$198,000
• Pre-Judgment Interest:	\$ 66,337.65
• Offer of Judgment Interest:	\$ 40,000.62
<b>TOTAL:</b>	<b>\$304,338.27</b>

**IT IS HEREBY ORDERED ADJUDGED AND DECREED** that judgment is entered in favor of the Plaintiff in the amount of One Hundred Ninety-Eight Thousand and 00/100 Dollars (\$198,000.00) for the actual and punitive damages awarded on the Breach of Contract and Civil Conspiracy causes of action, plus the applicable prejudgment interest as well as amounts pursuant to the Offer of Judgment.

**[SIGNATURE PAGE TO FOLLOW]**



Greenville Common Pleas

**Case Caption:** SL Fiveforks LLC , plaintiff, et al vs. Woodruff Investment National Exchange LLC , defendant, et al  
**Case Number:** 2023CP2301780  
**Type:** Order/Other

It is so Ordered!

s/Diane S. Goodstein