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Feb 03 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM LEXINGTON COUNTY  
Court of Common Pleas  
Walter J. McLeod, Circuit Court Judge

Civil Action No. 2019-CP-32-0339  
Appellate Case No. 2025-001470

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,

v.

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,

Of whom Little Giant ATM, Inc., Daniel "Frank" Shumpert, III, Daniel F. Shumpert, IV, Steven Davis, Boss Ramsey, John Quick, Dale Young, and D.M. Skip Mayes are the.....Respondents.

**RESPONDENT DANIEL "FRANK" SHUMPERT, III'S  
MOTION TO DISMISS APPEAL AS INTERLOCUTORY**

Thomas E. Lydon  
SC Bar No. 10242  
McAngus, Goudelock & Courie  
Post Office Box 12519  
Columbia, South Carolina 29211

*Attorney for Respondent Daniel  
"Frank" Shumpert, III*

Pursuant to Rule 240, SCACR, Respondent Daniel “Frank” Shumpert, III hereby moves for the dismissal of the above-captioned appeal on the grounds that the Orders that are the subject of the appeal are interlocutory and do not affect a substantial right of Appellants, as required by Section 14-3-330 of the South Carolina Code.

#### MEMORANDUM IN SUPPORT OF MOTION TO DISMISS

This action arises out of Defendant Samuel Sturkie Jackson, Jr.’s misuse of funds delivered to him by Appellants. (Order filed 5/22/2025, p. 3). In an effort to recover the funds, Appellants brought this action and alleged the following causes of action against all of the named defendants:

1. Breach of Contract;
2. Breach of Contract Accompanied by a Fraudulent Act;
3. Unjust Enrichment/Quantum Meruit;
4. Conversion;
5. Breach of Fiduciary Duty;
6. Negligence;
7. Unfair Trade Practices; and
8. Piercing the Corporate Veil.

(Order filed 5/22/2025 at p. 4).

The Order that is the subject of this appeal is an Order granting partial summary judgment. The Order does not finally end the case, nor does it prevent a final judgment from which Appellants could appeal. Indeed, Appellants retain all eight of their causes of action against two of the defendants. As such, they could potentially obtain a final judgment for the entire amount of their alleged losses against those defendants.

Regarding the Order’s impact on the claims against Defendant Daniel “Frank” Shumpert, III, some, but not all, of the claims against him were dismissed. Specifically, the claim against Defendant Shumpert on a promissory note that he purportedly guaranteed survived summary judgment. (Order dated 5/22/2025, p. 10). The principal amount of that note was \$1,500,000, so the remaining claim against Defendant Shumpert is substantial. Likewise, Appellants still have claims against Defendant Little Giant ATM, Inc. in the amount of \$250,000.00. (Order dated 5/22/2025, p. 16). And as noted above, all eight of Appellants’ causes of action against Defendants Samuel Sturkie Jackson, Jr. and Samuel Sturkie Jackson, III remain viable.

It is well-settled that the “determination of whether a trial court's order is immediately appealable is governed by statute.” *Morrow v. Fundamental Long-Term Care Holdings, LLC*, 412 S.C. 534, 537, 773 S.E.2d 144, 145 (2015). Section 14–3–330 of the South Carolina Code (1977 & Supp. 2015) provides that:

The Supreme Court shall have appellate jurisdiction for correction of errors of law in law cases, and shall review upon appeal:

(1) Any intermediate judgment, order or decree in a law case involving the merits in actions commenced in the court of common pleas and general sessions, brought there by original process or removed there from any inferior court or jurisdiction, and final judgments in such actions; provided, that if no appeal be taken until final judgment is entered the court may upon appeal from such final judgment review any intermediate order or decree necessarily affecting the judgment not before appealed from;

(2) An order affecting a substantial right made in an action when such order (a) in effect determines the action and prevents a judgment from which an appeal might be taken or discontinues the action, (b) grants or refuses a new trial or (c) strikes out an answer or any part thereof or any pleading in any action;

(3) A final order affecting a substantial right made in any special proceeding or upon a summary application in any action after judgment; and

(4) An interlocutory order or decree in a court of common pleas granting, continuing, modifying, or refusing an injunction or granting, continuing, modifying, or refusing the appointment of a receiver.

S. C. Code Section 14-3-330.

Our appellate courts have consistently construed this statute such that an appeal may ordinarily be pursued only after a party has obtained a final judgment. *See Ex parte Capital U-Drive-It, Inc.*, 369 S.C. 1, 6, 630 S.E.2d 464, 467 (2006). “Absent a specialized statute, an order must fall into one of several categories set forth in [s]ection 14-3-330 in order to be immediately appealable.” *Id.* at 6, 630 S.E.2d at 467. “An order ‘involves the merits,’ as that term is used in [s]ection 14-3-330(1)[,] and is immediately appealable when it finally determines some substantial matter forming the whole or part of some cause of action or defense.” *Id.* at 7, 630 S.E.2d at 467. “The phrase ‘involving the merits’ is narrowly construed.... An order usually will be deemed interlocutory and not immediately appealable when there is some further act that must be done by the trial court prior to a determination of the parties’ rights.” *Id.* at 7, 630 S.E.2d at 467-68.

In this case, Appellants retain significant claims against Defendants Daniel “Frank” Shumpert, III and Little Giant ATM, Inc. They still have all of their claims against Defendants Samuel Sturkie Jackson, Jr. and Samuel Sturkie Jackson, III, and stand to be made whole if they prevail on those claims. Since there are significant further acts that must be done by the trial court prior to a final determination of Appellants’ rights, the Order granting partial summary judgment in this case is interlocutory and is not immediately appealable.

In order to avoid piecemeal appeals, our appellate courts narrowly construe Section 14–3–330. *See Hagood v. Sommerville*, 362 S.C. 191, 607 S.E.2d 707 (2005). “The basic policy behind denying immediate review of pretrial motions is avoidance of piecemeal litigation where the rights of the parties have not been substantially impacted.” *Breland v. Love Chevrolet Olds, Inc.*, 339 S.C. 89, 94, 529 S.E.2d 11, 13 (2000). An order that does not finally end a case or prevent a final judgment from which a party could appeal is not immediately appealable. *Hagood*, 362 S.C. at 195, 607 S.E.2d at 709. Therefore, an order is not immediately appealable when plaintiffs “have not ‘arrived at the end of the road’ and [would] be able to appeal the decision after the trial [wa]s finished.” *Baldwin Constr. Co. v. Graham*, 357 S.C. 227, 230, 593 S.E.2d 146, 147 (2004).

#### CONCLUSION

Based on the foregoing, this appeal should be dismissed as interlocutory. The lower court’s Order granting partial summary judgment is not the end of the road for Appellants. Significant claims still exist against Defendants Daniel “Frank” Shumpert, III and Little Giant ATM, Inc., and Appellants may pursue all of their claims against Defendants Samuel Sturkie Jackson, Jr. and Samuel Sturkie Jackson, III.

s/ Thomas E. Lydon  
Thomas E. Lydon  
SC Bar No. 10242  
McAngus, Goudelock & Courie, LLC  
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Columbia, South Carolina 29211

February 3, 2026

*Attorney for Respondent*  
*Daniel “Frank” Shumpert, III*

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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,

Of whom Little Giant ATM, Inc., Daniel "Frank" Shumpert, III, Daniel F. Shumpert, IV, Steven Davis, Boss Ramsey, John Quick, Dale Young, and D.M. Skip Mayes are the.....Respondents.

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**PROOF OF SERVICE**

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I certify that I have served Respondent Daniel "Frank" Shumpert, III's Motion to Dismiss Appeal as Interlocutory by transmitting a copy of same on February 3, 2026, by electronic mail addressed as follows and by US Mail and electronic mail to Samuel Sturkie Jackson, Jr. (pro se):

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*Attorney for Respondent Daniel  
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SC Court of Appeals

*Via Electronic Mail and US Mail*  
Hon. Jenny Abbott Kitchings  
Clerk of Court, SC Court of Appeals  
PO Box 11629  
Columbia, SC 29211

**Re: M.C. Blease, et al. v. Little Giant ATM, Inc., et al.  
Appellate Case No. 2025-001470**

Dear Ms. Kitchings:

Attached please find the following which are being submitted for electronic filing:

1. Respondent Daniel "Frank" Shumpert, III's Motion to Dismiss Appeal as Interlocutory; and
2. Proof of Service.

A hard copy of this letter is being mailed to your office with the motion filing fee in the amount of \$50.00.

If you have any questions or need anything else from me at this time, please let me know. Otherwise, please file the Motion and return a clocked-in copy to me via electronic mail.

Sincerely,

*Tommy Lydon*

Thomas E. Lydon

Encl.

Cc: All Counsel of Record  
Samuel Sturkie Jackson, Jr.