

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
GREYSTONE HOMEOWNERS)
ASSOCIATION, INC.)
)
Plaintiff,)
)
vs.)
)
CONTRACT EXTERIORS, LLC;)
CONTRACT EXTERIORS OF)
CHARLESTON,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS

2022-CP-10-01859

ORDER
ELECTION OF REMEDIES

RECEIVED

Apr 10 2026

SC Court of Appeals

This matter was tried before a jury on January 20, 2026, based on claims of construction defects. Attorneys Amanda Blundy and English Maull represented Plaintiff Greystone Homeowners Association, Inc. Attorney Jenny Honeycutt represented Defendant Contract Exteriors, LLC.; Contract Exteriors of Charleston (“Contract Exteriors”). Plaintiff’s claims arose from exterior repair work carried out on Plaintiff’s six (6) building, fifty-unit (50) condominium development in Mount Pleasant, South Carolina. Plaintiff Greystone brought claims for Breach of Contract, Breach of Implied Warranty, Negligence and South Carolina Unfair Trade Practices Act (SCUTPA).

Upon Defendants’ request, the Court bifurcated the Negligence cause of action including the claim for punitive damages, as required by the SC Code Ann Section 15-32-520. In Phase One, at the close of Plaintiff’s case in chief, Defendant moved for a Directed Verdict on all causes of action. The Motion was Granted as to the SCUTPA claim and Denied on the remaining causes of action. At the close of Defendant’s case in chief for Phase One, the Court held a Charge Conference where its proposed verdict form was shared with the parties and input was invited. No exceptions to the verdict form were made; the Court used the verdict form without alteration. The jury was charged and began deliberations on January 23, 2026. A verdict was returned later that same day awarding Plaintiff contract damages of \$1,269,000.00, Breach of Warranty

damages of \$250,000.00 and Negligence damages of \$2,000,000.00 (apportioned fault of 15% to Plaintiff and 85% to Defendant through Comparative Negligence).

The Court then took up Phase Two of the bifurcated trial to add any claim for punitive damages. Both parties presented arguments, but no additional testimony was offered. The jury was then charged on punitive damages and excused for a second round of deliberations, solely on the issue of punitive damages. After second deliberation, the jury determined punitive damages were not appropriate.

Thereafter, Defendant raised the issue of election of remedies. The Court gave Plaintiff until January 28, 2026 (from Friday afternoon until the following Wednesday afternoon) to make its election.¹ The parties questioned the impact of a potential delay in Plaintiff's election on the statutory timeline for post-trial motions and were advised by the Court on January 26, 2026 that any post-trial motions would need to conform to mandated deadlines, without regard to potential outstanding questions based an election of remedies.

Plaintiff submitted a Memorandum "Plaintiff's Memorandum in Reply to Defendant's Post-Trial Motion Requesting Election of Remedies" on January 28, 2026 arguing it is entitled to recovery on all three of its claims, or that in the alternative, it is entitled to recover under both the breach of warranty and negligence claims. After considering submissions from both parties, reviewing trial records and considering relevant case law, the Court renews its holding that Plaintiff is required to elect a single remedy to avoid multiple duplicative recoveries for the following reasons.

All three claims arise out of the same facts, dealings and timeframes. The damages are also indistinguishable. Plaintiff has not pled, and the Court cannot on its own surmise how any of the three claims could implicate conduct or damages that occurred separately or apart from the other claims. As such, if Plaintiff were allowed to recover under more than one cause of action, the Court would fail in its duty to ensure no more than one recovery for one wrong.

¹While not directly at issue, even if Defendant had not raised the election issue, the Court would have been required to raise the same.

This Court cannot precisely locate the hypothetical line where one set of events might create more than one wrong, and allow for more than one recovery, because only overlapping facts, causes of actions, and damages were presented at trial. Here, each of the three causes of action are implicated, exist, and terminate in step. As such, the one wrong allows for only one recovery.

Finally, there is the matter of Plaintiff making its election as requested by the Court. Following the verdict, the Court gave Plaintiff notice that it must make an election. Plaintiff attempted to elect two remedies. Since a single election has not been made, the Court will use its power to enter an election of recovery on the Negligence cause of action.

Based on these findings, the Plaintiff shall recover under its Negligence cause of action. This recovery shall be to the exclusion of additional recovery under either of its remaining claims.

AND IT IS SO ORDERED!

Charleston County, South Carolina
_____, 2026

Hon. Dale E. Van Slambrook, Circuit Judge
Court of Common Pleas, 9th Judicial Circuit



Charleston Common Pleas

Case Caption: Greystone Homeowners Association Inc , plaintiff, et al VS Contract
Exteriors Llc , defendant, et al
Case Number: 2022CP1001859
Type: Order/Other

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge
#2781

GREYSTONE
ASSOCIATION, INC.

HOMEOWNERS

CONTRACT
CONTRACT
CHARLESTON

EXTERIORS,
EXTERIORS

LLC;
OF

RECEIVED

PLAINTIFF(S)

DEFENDANT(S)

Apr 10 2026

Submitted by: THE COURT

SC Court of Appeals

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

This matter came before the Court on the Plaintiff Motion to Alter, Amend, and/or Reconsider, filed on February 12, 2026. The Plaintiff asks the Court to Reconsider its Order Regarding Election of Remedies, filed on February 6, 2026. The Court timely received a copy of the Motion for Reconsideration; a Memorandum in Opposition was filed by Defendant/Plaintiff. This motion is disposed of without the necessity of a hearing and decided on the record and briefs.¹

“The purpose of Rule 59(e), SCRPC, to alter or amend the judgment is to request the trial judge to reconsider matters properly encompassed in a decision on the merits.” *Arnold v. State*, 309 S.C. 157, 172,420 S.E.2d 834,842 (1992). “A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it. A party *must* file such a motion when an issue or argument has been raised but not ruled on, in order to preserve it for appellate review.” *Elam v. South*

¹ See Rule 59(f), SCRPC; *Pollard v. City of Florence*, 314 S.C. 397, 401–402, 444 S.E.2d 534, 536 (Ct. App. 1994).



Charleston Common Pleas

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