

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

**RECEIVED**

**May 15 2026**

**SC Court of Appeals**

This matter was tried before a jury the week of 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. and 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. On January 23, 2026, at the close of Defendant’s case in chief for Phase One, Defendant renewed its Motion for a Directed Verdict on all remaining causes of action, which was denied on the same grounds as the earlier ruling. 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. The jury was charged and began deliberations on January 23, 2026. A verdict was returned 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 jury was released without objection.

Thereafter, Defendant raised the issue of election of remedies. The Court allowed Plaintiff until January 28, 2026 (from Friday afternoon until the following Wednesday afternoon) to make its election. 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 captioned "Plaintiff's Memorandum in Reply to Defendant's Post-Trial Motion Requesting Election of Remedies" on January 28, 2026 arguing it was entitled to recovery on all three of its claims, or in the alternative, was entitled to recover under both the Breach of Warranty and Negligence claims. On February 6, 2026, after considering submissions from both parties, reviewing trial records and considering relevant case law, the Court reiterated its holding that Plaintiff was required to elect a single remedy and entered an Election for Negligence damages of \$2,000,000.00 (apportioned fault of 15% to Plaintiff and 85% to Defendant through Comparative Negligence).

On February 12, 2026 Plaintiff filed a Motion to Alter or Amend the Court's ruling on Election of Remedies. On March 11, 2026 the Court entered an Order denying the Motion to Alter or Amend the Election Order. On the same day, March 11, 2026, the Court entered the Order of Judgment.

### **OUTSTANDING MOTIONS**

The Court now addresses the remaining outstanding post-trial Motions from both parties. First, the Court looks at Defendants' Motions for Judgment Notwithstanding the Verdict, and New Trial/New Trial *Nisi* Remittitur filed on February 2, 2026. Thereafter, the Court will address Plaintiff's Motions for Cumulative Judgment, New Trial Absolute and New Trial *Nisi* Additur, also filed on February 2, 2026. Defendant's Motion for Setoff is not addressed in this Order but will be addressed in a separate Order.

## I. DEFENDANTS' POST-TRIAL MOTIONS

### 1. SCRPC 50(b), Judgment Not Withstanding the Verdict (“JNOV”), as to Breach of Contract, Breach of Warranties and Negligence

In ruling on motions for directed verdict and JNOV, the trial court is required to view the evidence and the inferences that reasonably can be drawn therefrom in the light most favorable to the party opposing the motions and to deny the motions where either the evidence yields more than one inference or its inference is in doubt. *Vacation Time of Hilton Head Inc. v. Lighthouse Realty, Inc.* 286 S.C. 261, 332 S.E.2d 781 (Ct.App.1985).

A party making a motion for a directed verdict must state the specific grounds relied upon and the trial court may grant the motion when the case presents only issues of law. Rule 50(a), SCRPC. If the motion is denied, the party may thereafter move for a JNOV in order to have the verdict and judgment set aside and a judgment entered in accordance with the party's directed verdict motion. Rule 50(b), SCRPC. A motion for a new trial may be joined with the JNOV motion or prayed for in the alternative. *Id.*

Only the grounds raised in the directed verdict motion may properly be reasserted in a JNOV motion. *In re McCracken*, 346 S.C. 87, 551 S.E.2d 235 (2001); *Gov't Emps. Ins. Co. v. Mackey*, 260 S.C. 306, 195 S.E.2d 830 (1973). A motion for a JNOV is merely a renewal of the directed verdict motion. *Wright*, 372S.C. at 20, 640 S.E.2d at 496.

As required to preserve the procedural right to file a JNOV Motion, Defendant moved for Directed Verdict at the close of Plaintiff's case-in-chief, and again at the close of Defendant's case. The Court denied in both instances, finding, in the light most favorable to the Plaintiff, the evidence created issues of fact that were the domain of the jury. A JNOV must be raised on the same grounds as were raised on Directed Verdict and the Court finds nothing to change its earlier holdings. Under the same legal standard, and for the same reasoning used to deny both Directed Verdict Motions, DENIES Defendant's Motion for Judgment Notwithstanding the Verdict.

### 2. SCRPC 59, New Trial or New Trial *Nisi Remittitur*

Where appropriate, a trial judge also has the power to grant a new trial absolute. However, this power may be exercised only when the verdict “is shockingly disproportionate to the injuries suffered and thus indicates that passion, caprice, prejudice, or other considerations not reflected

by the evidence affected the amount awarded.” *Becker v. Wal-Mart Stores, Inc.*, 339 S.C. 629, 635, 529 S.E.2d 758, 761 (2000). A jury's determination of damages is entitled to “substantial deference.” *Todd v. Joyner*, 385 S.C. 509, 517, 685 S.E.2d 613, 618 (Ct.App.2008), *aff'd*, 385 S.C. 421, 685 S.E.2d 595 (2009). The decision to grant or deny a “new trial motion rests within the discretion of the circuit court, and its decision will not be disturbed on appeal unless its findings are wholly unsupported by the evidence or the conclusions reached are controlled by error of law.” *Brinkley v. S.C. Dep't of Corrs.*, 386 S.C. 182, 185, 687 S.E.2d 54, 56 (Ct.App.2009).

If the trial court determines that the verdict is “merely excessive,” the court has the power to reduce the verdict by granting a new trial nisi remittitur. “A motion for a new trial nisi remittitur asks the trial court to reduce the verdict because the verdict is merely excessive.” *James v. Horace Mann Ins. Co.*, 371 S.C. 187, 193, 638 S.E.2d 667, 670 (2006). Even as to a new trial nisi remittitur, the trial judge's discretion is broad. “The denial of a motion for a new trial nisi is within the trial court's discretion and will not be reversed on appeal absent an abuse of discretion.” *Id.*; see also *Bailey v. Peacock*, 318 S.C. 13, 14, 455 S.E.2d 690, 691 (1995) (“If an award is merely inadequate or unduly liberal, the trial judge alone has the discretion to grant a new trial nisi additur.”).

Defendant contends a new trial should be granted or in the alternative the verdict should be reformed. Defendant bases its argument on the verdict being against the clear weight of the evidence, damages being excessive, the jury improperly hearing replacement costs for roof as well as being the product of passion and prejudice. Of these grounds, the only specific contention is the jury improperly considered roof replacement costs. There is no indication to the Court the jury gave any consideration to roof replacement. Additionally, the evidence suggests the verdict amount can be substantiated without need to include any roofing costs/damages. Accordingly, the Court finds no basis that the award is shockingly disproportionate to the injuries suffered, as would be required to grant a new trial. Additionally, based on the evidence and testimony presented, the Court does not find the jury's verdict to be excessive as would be required to grant remittitur.

On these grounds the Court **DENIES** Defendant's Motion for both a New Trial and New Trial *Nisi Remittitur*.

## II. PLAINTIFF'S POST-TRIAL MOTIONS

### 1. Cumulative Judgment

Plaintiff's first outstanding post-trial Motion for is for Cumulative Judgment. The Court DENIES such relief as it is merely a reiteration of grounds the Court has previously ruled on under Election of Remedies. This Motion amounts to a request for multiple recoveries for the same injury. As indicated, the Election issue has been fully addressed prior to this Motion.

### 2. New Trial

Plaintiff moved for a new trial invoking the thirteenth juror doctrine, directed at the issues of Comparative Negligence, improper qualification of Defendant as an expert witness, and based on improper structure of the verdict form.

The thirteenth juror doctrine is a vehicle by which the trial court may grant a new trial absolute when he finds that the evidence does not justify the verdict. This ruling has also been termed granting a new trial upon the facts. The effect is the same as if the jury failed to reach a verdict. The judge as the thirteenth juror "hangs" the jury. When a jury fails to reach a verdict, a new trial is ordered. Neither judge nor the jury is required to give reasons for this outcome. Similarly, because the result of the "thirteenth juror" vote by the judge is a new trial rather than an adjustment to the verdict, no purpose would be served by requiring the trial judge to make factual findings.

*Folkens v. Hunt*, 300 S.C. 251, 387 S.E.2d 265 (1990).

After a thorough review, the Court DENIES the Motion for a New Trial, finding no grounds to warrant overruling the jury. Under the thirteenth juror doctrine the Court need not give reasoning to its decision, but notes that the evidence allows the jury's finding as to each of these issues.

### 3. New Trial *Nisi Additur*

A trial court may grant a new trial *nisi additur* whenever it finds the amount of the verdict to be merely inadequate. *Green v. Fritz*, 356 S.C. 566, 570, 590 S.E.2d 39, 41 (Ct.App.2003). "While the granting of such a motion rests within the sound discretion of the trial court, substantial deference must be afforded to the jury's determination of damages." *Id.*

“The consideration of a motion for a new trial *nisi* additur requires the court to consider the adequacy of the verdict in light of the evidence presented.” *Waring v. Johnson*, 341 S.C. 248, 257, 533 S.E.2d 906, 911 (Ct.App.2000). A trial court does not abuse its discretion in denying a motion for new trial *nisi* additur where evidence in the record supports the jury's verdict. *See Steele v. Dillard*, 327 S.C. 340, 345, 486 S.E.2d 278, 281 (Ct.App.1997) (finding no abuse of discretion where the evidence in the record supports the amount of the jury award even though other evidence in the record indicated the jury could have awarded a larger verdict).

In giving substantial deference to the jury, the Court finds the jury's award to be adequate and supported by the record. The verdict amount comports with evidence provided to the jury at trial. The fact that the award falls between the amount requested by each party is additional anecdotal evidence of propriety. Accordingly, the Court DENIES Plaintiff's Motion for a New Trial *Nisi* Additur.

On these grounds the Court DENIES Plaintiff's Motions for Cumulative Judgment, New Trial and New Trial *Nisi* Additur.

**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 Homeowners Association, Inc.

Contract Exteriors, LLC; Contract Exteriors  
of Charleston

RECEIVED

PLAINTIFF(S)

May 15 2026

DEFENDANT(S)

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 Plaintiff Motion to Alter, Amend, and/or Reconsider, filed on April 6, 2026. The Plaintiff asks the Court to Reconsider its Order, filed on March 25, 2026, on Plaintiff's Post-Trial Motions. The Court timely received a copy of the Motion for Reconsideration. The motion is disposed of without the necessity of a hearing and decided on the record and briefs.

"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 Carolina Dept. of Transp.*, 361 S.C. 9,24, 602 S.E.2d 772, 780 (2004)(emphasis in original). "A party cannot use a motion to reconsider to present an issue he could have raised prior to judgment but did not." *Anderson Memorial Hosp., Inc., v. Hagen*, 313 S.C. 389, 434S.E.2d 268 (1993; See also *Arnold v. State*, 309 S.C. 157, 172-173, 420 S.E.2d 834,842 (1992).

The Court has reviewed the record, as well as the various interests balanced by the Court at the time of the ruling and finds no basis for the reconsideration of its Order.







Charleston Common Pleas

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