

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CASE NO. 2022-CP-40-02767

Stacey Bryant,

PLAINTIFF,

VS.

Robert A. Smalls, et al.,

DEFENDANT.

RECEIVED

May 18 2026

SC Court of Appeals

ORDER

Defendant owned Low Country Transit, LLC. This company is a taxicab service that operates at the Charleston International Airport. He purchased this business from his father in 2018. In 2021, Defendant testified that he wanted to grow the business and asked Plaintiff to help pay off the loan on a van used by the company and pay \$4,000 to the company in exchange for an ownership interest in the company. Defendant also testified that the \$12,400 that the Plaintiff sent him was a loan to be repaid by his father.

This matter was tried before a jury on October 13 through 14th, with the matter being submitted to the jury on October 14th. On October 15th, the Jury delivered a verdict in favor of the Plaintiff for only the breach of contract claim. The jury awarded Plaintiff actual damages in the amount of “\$12,400.00 + \$4000 + Legal Fees” in actual damages. The Court took under advisement the issue of attorney fees related to the verdict. The Court also took under advisement the equitable claims of accounting and unjust enrichment.

Attorney Fees

The Court denies awarding any attorney fees. Attorney fees are generally not recoverable unless authorized by contract or statute. At trial, there was no evidence of attorney fees, the contract did not contain any language for attorney fees, and there was no claim that would allow Plaintiff to prevail on attorney fees.

Accounting

An action for an accounting is a suit in equity for a determination of the amount owed to the plaintiff when the amount to which the plaintiff is entitled is uncertain and cannot be calculated based on the information available to the plaintiff. The essential elements of a cause of action for an accounting are (1) a relationship between the plaintiff and the defendant or other circumstances that demonstrate that the plaintiff's legal remedies are inadequate; and (2) a showing that the amount due the plaintiff is unknown and cannot be ascertained without an accounting, since the information necessary to determine that amount is within the exclusive knowledge of the defendant. Typically, the essential elements of a claim for an accounting can be met when there is a fiduciary relationship between the parties, or the accounts between the parties are so complicated that the plaintiff cannot assert a specific sum due, and there is no legal remedy available. If the information sought by plaintiff can be obtained during the normal course of discovery, an accounting is less likely to be granted. *See Key Corp Capital, Inc. v. County of Beaufort*, 644 S.E.2d 675 (2007); *Historic Charleston Holdings, LLC v. Mallon*, 673 S.E.2d 448 (S.C. 2009).

In this case, the jury has already rendered a verdict for the damages associated with the Plaintiff's breach of contract claim. They reached their decision based on the financial exhibits presented by the Plaintiff to include the relevant years of tax returns as well as a business evaluation expert. Thus, the jury took into account the financial status of the Defendants prior to rendering their verdict. Furthermore, the Plaintiffs expert testified that his evaluation came directly from business/tax/financial records. The equitable claim of accounting is denied.

Unjust Enrichment

Under the equitable doctrine of unjust enrichment, which permits the recovery of that amount the defendant has been unjustly enriched at the expense of the plaintiff. *Ellis v. Smith Grading and Paving, Inc.*, 294 S.C. 470, 473, 366 S.E.2d 12, 14 (Ct.App. 1988). To recover under the theory of unjust enrichment, the plaintiff must prove the following elements by the preponderance of the evidence: (1) a benefit was conferred by the plaintiff upon the defendant; (2) the defendant realized some value from that benefit; and (3) it would be inequitable for the defendant to retain the benefit without paying the plaintiff for its value. *Myrtle Beach Hosp., Inc. v. City of Myrtle Beach*, 341 S.C. 1, 8-9, 532 S.E.2d 868, 872 (2000). The amount of damages should reflect the reasonable value of the benefit conferred or services rendered, not necessarily

the cost to the plaintiff or the profit to the defendant. *See Stringer Oil Co., Inc. v. Bobo*, 320 S.C. 369, 373, 465 S.E.2d 366, 369 (Ct. App. 1995).

The equitable doctrine of *quantum meruit* allows an aggrieved party to recover for the unjust enrichment of the reasonable value of services rendered when no express contract exists. *Columbia Wholesale Co., Inc. v. Scudder May N.V.*, 312 S.C. 259, 261, 440 S.E.2d 129, 130 (1994).

There is no unjust enrichment in this case for a number of reasons: (1) the jury took into account any financial benefit that the Defendants gained based on its verdict for actual damages due to the Plaintiff's breach of contract claim; and (2) there was ample evidence at trial that the Defendant Robert A Smalls attempted to return her investment at one point but the Plaintiff refused the said payment. More importantly, the Plaintiff's unjust enrichment claim fails because the jury has already been awarded actual damages in this case. Furthermore, the Plaintiff cannot show that the Defendants retained any actual benefit from the alleged monies derived from this alleged agreement. In fact, the monies were used to keep the business afloat, and the Plaintiff has absolutely no basis to assert any of the essential elements necessary for unjust enrichment.

The Plaintiff is not entitled to the claim of unjust enrichment or quantum meruit because the actual damages of \$16,400 is the exact benefit that she gave to the Defendants.

Costs/Interest

Plaintiff's motion for costs is granted based on the motion and exhibit presented. The costs also include prejudgment interest. Total amount awarded is \$5,350.39 plus \$6,036.93.

IT IS SO ORDERED.



Richland Common Pleas

Case Caption: Stacey Bryant vs Robert A Smalls

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Type: Order/Other

So Ordered

s/ Daniel Coble, 2774