

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS	
COUNTY OF GREENVILLE	)		
	)		
Jennifer Taylor,	)		RECEIVED
	)		Aug 06 2026
Plaintiff,	)	ORDER	SC Court of Appeals
	)		
vs.	)		
	)	Ca. No.: 2023-CP-23-01426	
Upstate Investors Group, LLC,	)		
	)		
Defendants.	)		

This matter came before me beginning on February 25, 2026 for trial. Plaintiff filed her Summons and Complaint on March 22, 2023. Defendant was served and filed an Answer by and through its attorney of record on June 19, 2023. Plaintiff filed an Order of Reference on February 7, 2025. Defendant filed a Motion for Summary Judgment on June 16, 2025. Defendant's motion was denied by Order filed July 29, 2025 and the matter was set for trial.

Prior to the trial, both parties submitted pre-trial briefs per request of the Court. At the call of the case, Plaintiff was present with her attorney, Scott F. Talley. No member of Defendant was present but its counsel, Townes Johnson, was present. Both attorneys were well-prepared and zealous in the representation of their respective clients.

Plaintiff's Complaint filed March 22, 2023 set forth allegations and causes of action related to breach of contract, unjust enrichment, negligence and fraud. This dispute arises from the purchase/sell of a home located at 22 Wilmont Lane in Greenville County. Defendant acquired the home on September 20, 2021. After performing extensive work to the home per documents entered into evidence, Defendant listed the home for sale. A Zillow listing of the property was entered into evidence as Plaintiff's Exhibit 1. The Zillow listing states: "incredible home has been gutted and renovated with the finest quality. Newly constructed screen porch

.... ALL windows have been replaced... Roof is brand new (2022). All hardwoods have either been refinished or replaced”. In addition, Defendant completed a Residential Property Condition Disclosure Statement as part of the listing; this Disclosure was completed on September 29, 2022 by the Defendant. The Disclosure was entered into the record as Plaintiff’s Exhibit 2. In the Disclosure Statement, the Defendant did not indicate any actual knowledge of any issues or defects with the home or its condition as set forth in the Disclosure. On October 11, 2022, the parties entered into an Agreement/Contract to Buy and Sell Real Estate (the “Agreement”). The purchase price was \$565,000.00. The house is in an established and well-regarded area in the Augusta Road area of Greenville. This Agreement was entered into the record as Plaintiff’s Exhibit 6. Plaintiff signed the Residential Disclosure Statement as part of her entering into the Agreement. Plaintiff testified that in entering into the Agreement, she relied upon Defendant’s statements in the Zillow listing and the Disclosure Statement as to its knowledge of the home and the condition of the home, including that it had been extensively renovated and had no water related issues. Plaintiff did have inspections performed on the home as permitted by the Agreement. In addition, the parties entered into Repair Addendum/Amendment to the Agreement whereby Seller agreed to complete certain repairs to the home that were identified in Plaintiff’s inspections. The Repair Addendum was entered into the record as Plaintiff’s Exhibit 3.

Based on the testimony of Plaintiff, work was being completed on the Repair Addendum up to and on the date of the actual closing. Plaintiff understood that all work on the Repair Addendum had been completed prior to her moving in. Plaintiff and her real estate agent asked for invoices/information regarding who performed work at the home on the Defendant’s behalf

but that information was never provided prior to or at closing. Plaintiff closed on the home due in part to her needing to relocate to Greenville from her home in Florida, which had sold.

Within two weeks of moving into her new home, Plaintiff discovered significant water issues and other issues in the home. Photographs and videos taken by Plaintiff, as well as other witnesses, were introduced into evidence showing water intrusion into the basement area and screen porch of the home. Plaintiff took certain videos showing water in the basement as well as coming into the screen porch which were shown during the trial. Plaintiff also discovered incorrect window installation and flashing issues after moving in the home. These are depicted in Plaintiff's Exhibit 9. Water intrusion on the porch was addressed via work performed by Specialist Aluminum. She also discovered, after moving in, that certain work on the Repair Addendum had not been completed properly. Plaintiff's Exhibit 10 sets forth the repair invoices/summary of charges that Plaintiff has accumulated since she purchased the home.

One of the Plaintiff's neighbors, David Reece, testified that he'd lived across the street from the home for decades and had personally helped a prior owner remove water from the basement. Mr. Reece did not know the Plaintiff prior to her acquiring the property and learning that she was experiencing water issues as well. Mr. Reece had submitted an Affidavit dated July 14, 2025 previously in this case regarding a motion filed by Defendant; he affirmed the statements in the Affidavit during his testimony.

Plaintiff consulted Scott Dempsey, as he'd performed repair work on houses for certain of her family members in the area in the past. She originally contacted him to perform certain punch list items and other cosmetic work she was willing to undertake upon closing. When Plaintiff first had water intrusion in the home, she contacted Mr. Dempsey. He testified that he personally observed water entering the basement on one occasion about four feet up the wall. He

also removed many gallons of water from the basement area and performed certain work for the Plaintiff in removing the new basement flooring, new cove base, stairs and other water damaged material in the home. Upon removing cove base in the basement, Dempsey found black, rotten wood that he testified had been “masked” over by the Defendant during its renovation work. This was unrefuted by Defendant. Dempsey took photos of the work he performed for Plaintiff including the washer/dryer plumbing issue, which was originally thought to be the source of water intrusion, as well as flooring removal, cove base removal, stairs removal and construction and other items detailed on his invoices, which were submitted into evidence as Plaintiff’s Exhibit 15. Dempsey recommended Budget Plumbing to the Plaintiff to do certain work related to the washer/dryer drainage issue that was discovered in the wall in the basement.

Wes Zitnay, from Upstate Structural, testified as to work that his company performed on the home to remedy the extensive water intrusion. He testified regarding the work that was performed as shown in certain photographs in the basement as a drain system was installed.

Jeff James, from Grier Roofing testified that he had inspected the roof at Plaintiff’s request post-closing. He found upon a full inspection, that included physically going on the roof, that the roof which was installed by the Defendant after it acquired the property was not installed properly and that based on his many years of experience the roof needed to be replaced. The issues were not discoverable absent a full inspection while on the roof. His estimate to do the replacement was entered in the record.

Claudio Trujillo was subpoenaed to testify. She is a contractor licensed in the State of South Carolina operating under her company, Jessi, LLC. During discovery, Plaintiff learned that Trujillo performed certain work for Defendant at the subject property. At first, Trujillo testified that she only performed painting and sheetrock work for Defendant at the home and was

called in by Defendant to redo certain work of a prior contractor. However, upon being shown numerous check stubs written to her from Defendant totaling over \$40,000, as well as photographs and a video she posted on her Instagram account about the extensive renovations of the home, Trujillo stated that she told the Defendant while working there that there was water coming through the floors in the basement. She was also shown a text message with Defendant where she was asking that payment for the roof work done on the home during renovations be paid. The uncontroverted evidence establishes that she was in fact acting as a contractor on behalf of the Defendant for renovation work performed prior to the home being listed for sale. Trujillo had previously signed an Affidavit at the request of one of Defendant's attorney's, that she testified at trial was not correct and she did not know what she had signed. The check stubs were entered into evidence as Plaintiff's Exhibit 16. Upon questioning by Defendant's counsel, Trujillo acknowledged that she performed more work than just painting and sheetrock.

David Taylor, Plaintiff's realtor, testified as well. He indicated that he too had asked through Defendant's realtor for information regarding the work completed on the home in order to ensure it had been done and done in a proper manner, and by whom, as testified to by Plaintiff. He also testified as to Plaintiff's Exhibit 1 and 2 and how the property was presented to the public by the Defendant and relied upon by the Plaintiff.

The Defendant did not appear for the trial or offer any evidence to contradict the testimony of the Plaintiff or witnesses that were called during her presentation of her case.

Based on my review of the file in this matter, evidence provided and testimony of the witnesses at trial and the applicable law in the State of South Carolina, the court makes the following findings and ruling:

Plaintiff reasonably relied on the Zillow listing (Plaintiff's Exhibit 1) and the Sellers Property Disclosure Statement (Plaintiff's Exhibit 2). These documents were relevant. The court relies upon *Slack v. James*, 364 S.C. 609 (2005). In that case, the Court discussed a buyer's lack of knowledge regarding representations made by a Seller. I find that the Plaintiff's reliance on the Seller's Zillow listing and Disclosure Statement in this instant case were reasonable. The testimony of Plaintiff's damages as established by witnesses for work done on the home, including the flooring, drain system, rotten wood removal, and roofing work is reasonable and credible. Each of the witnesses had personally observed conditions and/or repair work for which they were called to testify. I find that they are all competent in their respective fields.

Defendant's counsel made a compelling argument that the Plaintiff closed on the home when she did, after entering into a repair addendum and therefore, she took the property in "as is" condition. Based on this argument, the Court does not find that the Defendant breached the Agreement (Plaintiff's Exhibit 6). Notwithstanding this, the Court does find that the Defendant was negligent in performing work it performed on the home that led to Plaintiff's damages and in addition that the Defendant committed fraud by making misrepresentations in the Zillow listing and the Disclosure Statement.

As to the roof in particular, the court relied on the testimony of Jeff James concerning the issues with the roof and its negligent installation by the Defendant. To state a cause of action for negligence the plaintiff must allege facts [that] demonstrate the concurrence of three elements: (1) a duty of care owed by the defendant; (2) a breach of that duty by negligent act or omission; and (3) damage proximately caused by the breach. *Doe v. Oconee Mem'l Hosp*, 437

S.C. 574 (2022). Plaintiff prevails on her claim regarding the roof as presented for negligence as well as other work performed on the home during Defendant's ownership.

In *McFarlane v. Manly*, 274 S.C. 392 (1980) the Sellers had a house listed for sale. In *McFarlane*, the buyers agreed to accept the property in "as is" condition. The Court held that an "as is" clause does not constitute an absolute defense to an action for fraud and deceit. In *Lawson v. Citizens & Sou. Nat. Bank of SC*, 259 S.C. 477 (1972) the court examined whether the seller had a duty to disclose latent defects known to them, which were not apparent to the buyer and materially affected the value of the property, thereby forming the basis for a fraud claim. The Court in *Lawson* held that the doctrine of caveat emptor does not apply in cases of fraud. The Court also relied upon the testimony of David Reece, the long-time neighbor regarding the water issues he observed even as a child as well as the testimony of others noted above.

Based on the court's review of the matter, damages will not be awarded to the Plaintiff for replacement of the windows in the home. The inspector hired by the Plaintiff should have observed that those were installed improperly during his inspection of the home on Plaintiff's behalf. Otherwise, the other invoices/charges set forth in Plaintiff's Exhibit 10 are reasonable and proper and shall be awarded to the Plaintiff. That total is \$78,412.35.

S.C. Code Section 27-50-10, et. seq. pertains to Residential Property Condition Disclosure Statements. S.C. Code Section 27-50-65 states:

"An owner who knowingly violates or fails to perform any duty prescribed by any provision of this article or who discloses any material information on the disclosure statement that he knows to be false, incomplete, or misleading is liable for actual damages proximately caused to the purchaser and court costs. The court may award reasonable attorney fees incurred by the prevailing party."

Based on the findings set forth above, Plaintiff is the prevailing party on her fraud claim regarding the false statements or incomplete/misleading information provided by Defendant in Plaintiff's Exhibit 2. Plaintiff presented at trial an Affidavit for Attorney's Fees (entered as Plaintiff's Exhibit 7) in the amount of \$16,083.50. Based on the relevant factors I must consider in South Carolina as to awarding attorney's fees and the reasonableness of any such fee award/request, I find that the amount set forth in Plaintiff's Exhibit 7 are reasonable, permitted by statute and shall be added to the judgment entered in favor of the Plaintiff against the Defendant.

Therefore, judgment in the amount of \$94,495.85 shall be entered against the Defendant by the Clerk of Court in favor of the Plaintiff and said judgment shall accrue interest at the legal rate as permitted by law.

IT IS SO ORDERED!

COUNTY OF GREENVILLE
IN THE COURT OF COMMON PLEAS

CASE NO. 2023-CP-23-01426

Jennifer Taylor

Upstate Investors Group, LLC

Aug 06 2026

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Scott F. Talley

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
- ☐ **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:

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Jennifer Taylor	Upstate Investors Group, LLC	\$94,495.85
If applicable, describe the property, including tax map information and address, referenced in the order: Address: 22 Wilmont Ln, Greenville, SC 29605 Tax Map No: 0211000601600		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

Scott F. Talley

Townes B. Johnson

Patrick Dollar

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Greenville Common Pleas

Case Caption: Jennifer Taylor vs. Upstate Investors Group LLC

Case Number: 2023CP2301426

Type: Master/Order/Other

And It Is So Ordered!

s/ Judge Charles B. Simmons, Jr. (3023)