

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

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SC Court of Appeals

This matter came before me on June 29, 2026 for a hearing on Defendant's Motion to Reconsider the Order of this Court filed April 6, 2026. The Motion was filed pursuant to Rule 59(e), South Carolina Rules of Civil Procedure. At the call of the case, Plaintiff was present with her attorney, Scott F. Talley. Defendant's counsel, Townes B. Johnson, III, was present as well.

Prior to this hearing, the Court reviewed the Motion to Reconsider and arguments therein. During this hearing, the Court entertained argument from both counsel as to each argument made in Defendant's Motion.

A motion under Rule 59(e) long has been viewed as 'motion for reconsideration' despite the absence of those words from the rule." *Elam v. S.C. Dep't of Transp.*, 361 S.C. 9, 21, 602 S.E.2d 772, 778 (2004): "[O]ur rules contemplate two basic situations in which a party should consider filing a Rule 59(e) motion. 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." "The purpose of Rule 59(e), SCRCF, 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, 172–73, 420 S.E.2d 834, 842 (1992) (quoting *Budinich v. Becton Dickinson and Co.*, 486 U.S. 196, 200, 108 S.Ct. 1717, 1720, 100 L.Ed.2d 178, 184(1988)). As a result, “a party is usually allowed to ask the court to reconsider its decision even if it means rehashing all or part of an argument previously presented.” *Elam*, 362 S.C. at 21, 602 S.E.2d at 778-9. Thus, a motion for reconsideration is “one final chance not only to call the court’s attention to a possible misapprehension of an earlier argument but also to revisit a previously raised argument.” *Id.* (emphasis added).

Argument A

Claudio Trujillo testified that she observed water in the basement of the home while she was performing work at the subject property on behalf of the Defendant. She was hired by the Defendant and was an agent/employee of him in performing renovation work at the home. Plaintiff submitted testimony from several witnesses, including Scott Dempsey and the across the street neighbor, David Reece, who observed water coming into the home or knew of water issues at the home in the basement area both before and after the renovations done by Defendant. Videos were also played at the trial regarding water entering the screen porch. Further testimony and evidence indicated that certain water damage was “masked” or covered up during the renovation work in the basement performed on behalf of and at the direction of the Defendant. It was unrefuted that Defendant knew at a minimum, by and through his employees or agents, that there was water intrusion into the home while Defendant owned and renovated the home and authorized certain work to be performed in order to sell the property. Within two weeks of Plaintiff moving in, the basement flooding issues began.

Argument B

The work was performed on behalf of the Defendant as part of his plans to buy/sell the house as an investment. Defendant had a duty to make sure the work was completed in a workmanlike manner; Defendant stated in his listing on Zillow about the extensive work that was completed and that the renovations for the \$565,000 house were done to the finest quality. Plaintiff reasonably relied on these and other representations when she purchased the house. Those performing the work were agents/employees of the Defendant and performing the renovation work at his direction and with his knowledge and consent.

Argument C

The Court found that the Defendant had committed fraud or negligently represented in how it represented the home in the listing document as well as the Disclosure Statement, thus the Defendant's reliance on Rutledge is not proper.

Argument D

The Defendant intended for people, like the Plaintiff, to rely on his representations made in listing the property via Zillow, as well as the Disclosure Statement. Based on the testimony regarding water entry to the home in the past, during the renovations and after the closing, including that of Claudia Trujillo, the Defendant knew that there were water issues in the house. The evidence clearly established that work he authorized covered up/masked certain water damage issues, which continued after Plaintiff moved in the house. The Defendant had knowledge which he did not convey; in fact, the evidence establishes he or his agents/employees tried to cover up damages.

As stated during the hearing on the Defendant's Motion, Defendant did not appear at the trial of the case and offered no evidence to contradict the testimony of his own contractor/agent/employee or that of the numerous witnesses called by the Plaintiff.

Argument E

As set forth above, the Defendant covered up/masked certain water issues, and other issues, in the home that the Plaintiff could not have been reasonably discovered. The Court found that certain items that Plaintiff was seeking damages for, such as the windows, could have and should have been discovered in her due diligence/inspections. However, the water damage and roof issues were concealed or not reasonably discoverable, were not disclosed and could not have been reasonably discovered by the Plaintiff or those acting on her behalf during her due diligence.

Argument F

The Court found that the evidence clearly established Defendant had knowledge which was withheld from the Plaintiff. The Court finds that this conduct was done knowingly based on the testimony and evidence that was admitted at the trial. The Defendant's knowledge is based on the testimony of his employee/agent and the totality of the evidence presented regarding the issues that were observed at the house after the Plaintiff moved in, including water intrusion, concealed water damage and defective/improperly installed roofing.

Attorney Fees

In the Order filed April 6, 2026, Plaintiff was awarded attorney fees. In light of the present motion, the judgment awarded to the Plaintiff shall be increased by \$3730.48 representing additional fees/costs incurred by Plaintiff in defending the Defendant's Motion to Reconsider.

Conclusion

For the reasons set forth in the Order filed April 6, 2026 and this Order, the Court denies the Motion to Reconsider. No new information has been presented and certain issues raised in the Motion were not presented by the Defendant at the trial of the case. The judgment against the Defendant shall now be entered in the amount of \$98,226.33.

And It Is So Ordered.



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)