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Aug 28 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY) IN THE COURT OF COMMON PLEAS
) 2026CP2600422
Deborah Dorsey) 2025CV261030569
Plaintiff) RETURN OF THE CIVIL ACTION
)
Vs.)
Ryan Homes)
Defendant)

FILED
HORRY COUNTY
2026 JAN 29 P 12:48
RENEE H. ELVIS
CLERK OF COURT
HORRY COUNTY, SC

This matter came before me, the Honorable William L Lynch, on December 3rd, 2025, in a non-jury, Summons and Complaint action. Present were both the Plaintiff and the Defendant, Dean Trent for Ryan Homes and representing Ryan Homes and Dean Trent was attorney Zachary Crowl of the Bellamy Law Firm.

The Plaintiff alleges that shortly after purchasing a new home from the builder, Ryan Homes, several of the palm trees that were planted in her yard as part of the landscape package, appeared to have died and subsequently, she had them removed at her own expense due to her belief that the HOA was going to fine her for having dead palm trees in her yard as well as her understanding that her palm trees were not covered by the new home warranty. Plaintiff also alleges that after having the trees removed, Ryan Homes began a project to replace dead palm trees throughout the neighborhood and that the Plaintiff was not going to be included in the replacement project due to having already removed her trees. Plaintiff is seeking restitution for the cost of the tree removal she paid for as well as replacement cost for the trees that were removed or have new trees replaced at Ryan Homes's expense. Ryan Homes claims that there was no warranty extended to the landscaping of the Plaintiff's residence and that due to her removing her palm trees before they could be inspected by the replacing landscaper to determine if they were indeed dead, the Plaintiff was not eligible to participate in the "beautification" project.

The Plaintiff provided testimony, pictures and other documentation to the court by way of her original complaint. Some of the documents that were provided to the court were objected to as they were considered hearsay. The documents included social media posts and text messages from other individuals who were not present in the courtroom to authenticate the messages. These messages and posts are not being considered by the court. The Plaintiff was also cross-examined by attorney Crowl. Crowl introduced documents and questioned the Plaintiff about the home warranty she had signed when purchasing the home. Plaintiff agrees to home warranty not covering landscaping and Plaintiff also agreed that there was no past or current arbitration regarding the home warranty.

Attorney Crowl then directed Dean Trent to explain his position within Ryan Homes and to explain the replacement process of the palm trees in the neighborhood deemed a "beautification project". Trent explained that Ryan Homes had a trusted landscaper evaluate all the front facing (front of residence) palm trees in the neighborhood that needed to be replaced. Once it was determined which trees were dying or dead, they would be replaced one time, with no warranty attached. This

was considered phase 1. Trent advised the Plaintiff that since she had removed her trees on her own, there was no way for the landscaper to evaluate the trees to see if they were indeed dead.

The court questioned Trent about how many homes were in that neighborhood in which he replied to roughly 200 homes. The court also inquired about the number of palm trees that were replaced. Trent replied with approximately 100 +/- trees were replaced. The court lastly inquired about "Phase 2" of the "beautification" project and what it entailed. Trent responded that Phase 2 included palm trees that were not forward facing and deemed to have died.

The court agrees that the replacement of the palm trees is not covered under the Plaintiff's warranty. This fact was also presented in an email from Dean Trent to the Plaintiff. The issue at hand is not with the warranty, the issue is should the Plaintiff have been afforded the same opportunity to have her palm trees replaced even though she had them removed before the "beautification project" had started? It is apparent that there was either an issue with the trees or with the installation of the trees by the original landscaper. This is evidenced by way of the pictures presented by the Plaintiff as well as the number of trees that had to be replaced throughout the neighborhood as testified to by Trent. Even though the Plaintiff had her trees removed prior to being examined by a licensed landscaper, it is apparent from the pictures that at least one tree was dead (had collapsed in the yard) and most likely, the other trees the plaintiff had removed were dead or dying as well as evidenced by pictures presented by Plaintiff. The court feels that the Plaintiff should have been afforded the same remedy of having her palm trees replaced as all the other residents in the neighborhood that had not previously had their trees removed prior to the "beautification project"

Based on evidence and testimony provided to the court, the court awards the Plaintiff **\$1755.00 (One Thousand Seven Hundred Fifty-Five Dollars and Zero Cents), which includes \$275.00 for reimbursement to the Plaintiff for the cost of removing four palm trees, \$1400.00 for (4) palm trees replaced at \$350.00 per tree, and \$80.00 in court costs.**

Note: There was some testimony provided by Plaintiff about the possibility of a fifth tree that was dead or dying and had not been originally removed by the Plaintiff. The court asked Trent if the landscaper had determined if the tree had been evaluated or replaced in the Phase II project. Trent was unsure and the Plaintiff also did not know if the tree had been replaced or not. The court is not going to award monies for the fifth tree as it has either been replaced without the Plaintiff's knowledge, or it was not deemed dead or dying by the landscaper.

On January 7th, 2026, a Motion Hearing was held where both the Plaintiff, Dorsey, and Zachary Crowl, attorney for Dean Trent and Ryan Homes, were present.

Crowl presented a motion to dismiss based on the fact that the Plaintiff's palm trees were not covered by the home warranty and that the Plaintiff did not file for arbitration as directed in her home warranty.

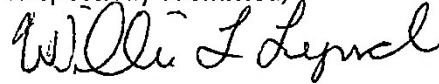
Plaintiff responded by agreeing that the palm trees were not part of the home warranty and referred to the fact that Trent sent an email to all residents describing the "Beautification Project" was not a home warranty issue.

The court denied the Motion to Reconsider again since the matter at hand was not considered a warranty issue as stated in Trent's email to the residents as well as the fact that "Landscaping" is not referenced in the New Home Warranty Guide. The court also does not believe that this is an

arbitration issue, again citing that landscaping is not considered a warranty item and it was a project that was initiated by the builders themselves. Lastly, the Plaintiff did present a picture to the court which clearly showed a dead tree as evidenced by its "collapse" in the yard. The other pictures showed standing trees that had brown fronds, with no green showing, indicating the possibility of dying or disease. Lastly, the Plaintiff relied on the email sent by Trent stating what "additional" trees would cost residents if they wanted to purchase them during the "Beautification Project" timeline. If residents waited after a certain date, the trees would cost more. The Plaintiff used those numbers to determine her damages when she filed her itemization of accounts with the court. At the initial hearing, the Plaintiff attempted to revise those numbers based on an estimate from another landscaper who was not present at the hearing. This estimate was objected to as the author of that estimate was not present. The court relied on the original numbers provided the Plaintiff in her complaint as well as the email written by Trent.

Audio recording is available for both hearings.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Lynch". The signature is fluid and cursive, with the first name "William" being more prominent.

William L Lynch

Little River Magistrate