ELECTRONICALLY FILED - 2026 Aug 24 2:46 PM - COLLETON - COMMON PLEAS - CASE#2024CP1500319

STATE OF SOUTH CAROLINA COUNTY OF COLLETON	)	IN THE COURT OF COMMON PLEAS FOR THE FOURTEENTH JUDICIAL CIRCUIT
Moats Construction, Inc., Plaintiff,	)	CIVIL ACTION NO.: 2024-CP-15-00319
VS.	)	ORDER
Colleton County and Colleton County Economic Development Corporation Two Defendants.	)	

RECEIVED
Sep 21 2026
SC Court of Appeals

This matter comes before the Court on Plaintiff's Motion for Attorney's Fee filed on June 22, 2026, and Defendant's Motion For New Trial JNOV, Trial Absolute, New Trial Nisi Remittitur, and Motion To Alter Or Amend Judgment And Memorandum In Support filed on June 30, 2026. David Paavola represents the Plaintiff and Mitch Griffith represents the Defendants. In lieu of oral arguments, both parties agreed to extensively brief these motions. After review of motions, memorandums, reply briefs, and applicable law Plaintiff's Motion for Attorney's Fees is GRANTED and Defendant's Motion for a New Trial is DENIED.

This case was tried before a jury beginning on June 8, 2026 through June 11, 2026 with a verdict in in favor of the Plaintiff. The Defendants move for a new trial notwithstanding the verdict (JNOV), new trial absolute, new trial nisi remittitur, and amendment of the judgment pursuant to Rules 50, Rules 59(a) and 59(e), SCRCP. When reviewing a motion for JNOV, the Court shall view the evidence and all reasonable inferences in the light most favorable to the non-moving party. *Allegro, Inc. v. Scully*, 418 S.C. 24, 32, 791 S.E.2d 140, 144 (2016). The court must grant JNOV "if no reasonable jury could have reached the challenged verdict." *Id.*

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Following a jury trial, a new trial may be granted on all or part of the issues presented at trial "for any of the reasons for which new trials have heretofore been granted in actions at law in courts of the State." Rule 59(a)(2), SCRCP. The trial court possesses a broad, inherent authority to grant a new trial for any prejudicial errors committed during the trial as a matter of fundamental fairness. *Ex parte Kent.*, 379 S.C. 633, 640-41, 666 S.E.2d 921, 925 (Ct. App. 2008)(citing *Howard v. State Farm Mut. Auto. Ins. Co.*, 316 S.C. 445, 449, 450 S.E.2d 582, 584-85 (1994)); see also *Palmetto Bank v. Rowland,* 275 S.C. 38, 40, 267 S.E.2d. 426, 426 (1980)(upholding trial judge's grant of motion for new trial where he committed reversible error in excluding a juror based upon a misconception of the law). An abuse of discretion occurs when the trial court's ruling is based on an error of law or is unsupported by the evidence. *Berberich v. Jack*, 392 S.C. 278, 709 S.E.2d 607 (2011). Rule 59(e) of the South Carolina Rules of Civil Procedure permits the Court to alter or amend the judgment to correct legal errors, conform the judgment to the law and evidence, and preserve issues resolved in post-trial motions. In addition to correcting legal errors, a new trial absolute is also proper when the verdict is so grossly excessive, inadequate, or unsupported that it shocks the conscience and indicates passion, prejudice, caprice, partiality, corruption, or other improper motive. *Haselden v. Davis*, 341 S.C. 486, 496, 534 S.E.2d 295, 300 (Ct. App. 2000). While a jury's determination of damages is entitled to substantial deference, the failure of the trial judge to grant a new trial absolute under such circumstances amounts to an abuse of discretion, which will be reversed on appeal. *Allstate Ins. Co. v. Durham*, 314 S.C. 529, 431 S.E.2d 557. Moreover, "South Carolina's thirteenth juror doctrine allows the circuit court judge to grant a new trial absolute when the judge finds the evidence does not justify the verdict." *Trivelas v. S.C. Dep't of Transp.*, 357 S.C. 545, 551, 593 S.E.2d 504, 507 (Ct. App. 2004); see also *Folkens v. Hunt*, 300 S.C. 251, 254, 387 S.E.2d 265,

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267 (1990)("The effect [of the grant of a new trial under the thirteenth juror doctrine] 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 jury is required to give reasons for this outcome.").

Finally, a new trial nisi remittitur is proper when the verdict is merely excessive. *O'Neal v. Bowles*, 314 S.C. 525, 527, 431 S.E.2d 555, 556 (1993). The trial court may reduce a verdict to the highest amount supported by the evidence, subject to the nonmoving party's option to accept the reduction or proceed to new trial. *Riley v. Ford Motor Co.,* 414 S.C. 185, 777 S.E. 2d 824 (2015); Allstate, supra. "A new trial nisi is one in which a new trial will be granted unless the party opposing it complies with a condition set by the court." *Waring v. Johnson*, 341 S.C. 248, 257, 533 S.E.2d 906, 911 (Ct. App. 2000). In ruling upon a motion for new trial nisi remittitur, the trial judge must consider the adequacy of the verdict in light of the evidence presented. *Proctor v. Dep't of Health & Envtl. Control*, 368 S.C. 279, 320, 628 S.E.2d 496, 518 (Ct. App. 2006).

Considering evidence and all reasonable inferences, this Court finds the jury reached a reasonable verdict and declines to alter or amend the jury's verdict. Additionally, considering the adequacy of the verdict in light of the evidence presented, this Court finds the verdict was not excessive nor shocks the conscience. According, the Defendant's Motions are DENIED.

In reference to Attorney's fees, this Court finds that Attorney's fees are allowed pursuant to statute under S.C. Code Section 27-1-15. Plaintiff properly pled a claim for attorney's fee in their Complaint. As a matter of law, Defendant's failed to undertake a reasonable investigation into the amount owed to the Plaintiff and failed to pay those amounts within forty-five (45) days from the date of Plaintiff's Section 27-1-15 letter. It is undisputed that Plaintiff sent Defendants a

certified demand on April 30, 2024 and Defendant's paid $21,200 by check on September 26, 2025, seventeen (17) months later. As such, Plaintiff is entitled to $15,837 in attorney's fees and interest in the amount of $3,604. Additionally, Defendant made no objection to Plaintiff's Motion for taxable costs. Plaintiff shall be awarded $8,545.15 in costs.

THEREFORE, IT IS ORDERED that:

1. Defendant's Motion for a New Trial is **DENIED**.
2. Plaintiff is awarded **$15,837.00** in attorney's fees.
3. Plaintiff is awarded interest in the amount of **$3,604.00**.
4. Plaintiff is awarded taxable costs in the amount of **$8,545.15**.

IT IS SO ORDERED.

_____
Carmen T. Mullen
Fourteenth Judicial Circuit

August ____, 2026
Colleton, SC

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Colleton Common Pleas

Case Caption:	Moats Construction Inc VS Colleton County Of , defendant, et al
Case Number:	2024CP1500319
Type:	Order/Other

So Ordered

s/Carmen T Mullen 2142

STATE OF SOUTH CAROLINA COUNTY OF COLLETON Moats Construction Inc., Plaintiff, vs. Colleton County and Colleton County Economic Development Corporation Two, Defendants.	)	IN THE COURT OF COMMON PLEAS FOR THE 14TH JUDICIAL CIRCUIT CASE NO.: 2024-CP-15-00319 **VERDICT FORM**

JUN 11 2026 PM5:18
COLLETON CO CP, GARY HALE

I. Breach of Contract Claim

1) As to Plaintiff Moats Construction, Inc.'s claim for Breach of Contract, we the jury unanimously find by a preponderance of the evidence as follows:

✓ A. The contract was breached by Colleton County and/or Colleton County Economic Development Corporation Two

_____ B. The contract was not breached by Colleton County and/or Colleton County Economic Development Corporation Two

If you answered "A," we find damages in the amount of _____
four hundred and fifty thousand dollars. ($ 450,000 00)

Only answer Question 2 if you answered "B" to Question 1

2) As to Plaintiff Moats Construction, Inc.'s claim for Quantum Meruit, we the jury unanimously find as follows:

_____ A. For Moats Construction, Inc. in the amount of
_____ ($)

_____ B. For Colleton County and/or Colleton County Economic Development Corporation Two

II. Negligence Claim

1) Was the Defendant, Colleton County and/or Colleton County Economic Development Corporation Two, negligent as to the copper?

✓ *Yes.* (If yes – go to Questions #2.)

_____ *No.* (If no – stop deliberations.)

2) Was the Defendant's, Colleton County and/or Colleton County Economic Development Corporation Two, negligence a proximate cause of the Plaintiff's, Moats Construction Inc,'s, loss?

✓ *Yes.* (If yes – go to Questions #3.)

_____ *No.* (If no – stop deliberations.)

3) Was the Plaintiff, Moats Construction Inc. also negligent?

✓ *Yes.* (If yes – go to Questions #4.)

_____ *No.* (If no – stop deliberations.)

4) Using the combined negligence that proximately caused the Plaintiff's loss as one hundred percent (100%), what percentage of that negligence is attributable to the Plaintiff and what percentage is attributable to the Defendant?

Plaintiff 50 %

Defendant 50 %

Total 100 %

Maria Eberhardt
Foreperson

June 11 2026
Walterboro, South Carolina

Case No(s): 2024-CP-15-00319

Judge: Mullen

STATE OF SOUTH CAROLINA

COUNTY OF Colleton

RECEIPT FOR EXHIBITS

JUN 11 2026 PM5:27
COLLETON CO CP, GARY HALE

Plaintiff(s): Moats Construction Inc.

Vs.

Defendant(s): Colleton County, et al.

STATE'S/PLAINTIFF'S EXHIBITS	DEFENDANT'S EXHIBITS	COURT'S EXHBITS
1 Photographs	1 Landfill Tickets	1 Jury Foreperson
2 Proposal	2 Email Exchange	2 Jury Question
3		3 Jury Question
4 Purchase Order		
5 Report		
6 Text Messages		
7 Email Exchange		
8 Text Messages		
9 Agreement		
10 Email Exchange		
11 Notice to Proceed		
12 DHEC License		
13 DHEC License		
14 DHEC License		
15 Email Exchange		
16 Inspection Report		
17 Email Exchange		
18 Email Exchange		
19 Email Exchange		
20 Photographs		

Court Reporter: Linda Lowery

Date of Hearing/Trial: 6/8 - 6/11/2026

Clerk of Court: Gary Hale

Date Received: 6-11-2026

Case No(s): _____

Judge: _____

STATE OF SOUTH CAROLINA

COUNTY OF _____

RECEIPT FOR EXHIBITS

Plaintiff(s): _____
Vs.
Defendant(s): _____

STATE'S/PLAINTIFF'S EXHIBITS	DEFENDANT'S EXHIBITS	COURT'S EXHBITS
21 Gmail Exchange		
22		
23 Email Exchange		
24 DHEC License		
25 Report		
26 Email Exchange		
27 Email Exchange		
28 Email Exchange		
29 Email Exchange		
30 Gmail Exchange		
31		
32 Photographs		
33 C+D Tickets		
34		
35 Email Exchange		
36 Email Exchange		
37 Email Exchange		
38 Email Exchange		
39 Email Exchange		
40 ~~Photographs~~ Photographs		

Court Reporter: _____ Date of Hearing/Trial: _____

Clerk of Court: _____ Date Received: _____

Case No: _____

STATE OF SOUTH CAROLINA

Judge: _____

COUNTY OF _____

RECEIPT FOR EXHIBITS

Plaintiff(s): _____

Vs.

Defendant(s): _____

STATE'S/PLAINTIFF'S EXHIBITS	DEFENDANT'S EXHIBITS	COURT'S EXHIBITS
41 Photocopy of Check		
42 ~~Photocopy of Check~~		
43 Photographs		
44 Photographs		
45 JRJ Invoice		
46 AIA Document		
47 Photographs		
48 Email Exchange		
49 Invoices		
50 Photocopy of Check		
51 ~~Photocopy of Check~~		
52 Email Exchange		

Court Reporter: _____ Date of Hearing/Trial: _____

Clerk of Court: _____ Date Received: _____