

THE STATE OF SOUTH CAROLINA  
In the Supreme Court

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**Jul 26 2021**

APPEAL FROM BEAUFORT COUNTY  
Court of Common Pleas

**S.C. SUPREME COURT**

Honorable Carmen T. Mullen, Circuit Court Judge

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Appellate Case No. 2021-000625

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Road, LLC and Pinckney Point, LLC, Plaintiffs  
of which Road, LLC is the..... Petitioner,

v.

Beaufort County, a political subdivision of the State of  
South Carolina ..... Respondent.

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**RESPONDENT'S RETURN TO THE  
PETITION FOR CERTIORARI**

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## **INTRODUCTION**

Pursuant to Rule 242(f), SCACR, Beaufort County (the “County”) hereby submits this Return to Appellant Road, LLC’s (“Road, LLC”) Petition for a Writ of Certiorari.

“A writ of certiorari is not a matter of right, but of sound judicial discretion, and will be granted only where there are special and important reasons.” Rule 242(b), SCACR; *see also S.C. Dep’t of Soc. Servs. v. Benjamin*, 430 S.C. 235, 236, 844 S.E.2d 373 (2020) (“This Court has held it will grant certiorari to the court of appeals only where special reasons justify the exercise of that discretion.”). No such special and important reasons are present in this case. The Court of Appeals correctly applied this Court’s precedent in affirming Judge Mullen’s decision to grant JNOV in this case. Consequently, for the reasons outlined herein, this Court should deny Road, LLC’s Petition for a Writ of Certiorari.

## **COUNTER-STATEMENT OF QUESTIONS PRESENTED FOR REVIEW**

1. Did the Court of Appeals correctly apply this Court’s precedent in holding that JNOV is proper because there is no non-speculative proof of damages?
2. Did the Court of Appeals correctly apply this Court’s precedent in declining to address Road, LLC’s non-meritorious, alternative argument regarding the alleged breach of the implied covenant of good faith and fair dealing?
3. Did the Court of Appeals correctly apply this Court’s precedent in not addressing Road, LLC’s unpreserved and non-meritorious, alternative argument that the County prohibited a possible other residential developer from purchasing the Point Tract?

## **COUNTER-STATEMENT OF THE CASE**

The County will not repeat the facts to this Court that it laid out in briefing or that are recited in the opinion of the Court of Appeals. At bottom, as Road, LLC admits, it was an investor and was investing with the hope, but not the guarantee, that the Point Tract would be developed into a residential subdivision and that it would realize a profit from owning the road parcel. Also at bottom, the global settlement agreement did involve Pinckney Point, LLC, even though at this

stage Road, LLC desires that the purpose of the global settlement agreement be considered solely from a Road, LLC perspective and no one else's. Finally, once Pinckney Point, LLC let its option lapse, anyone could have purchased the Point Tract. This would include a private third party who wished to simply preserve the property as is, or buy it, for example, and seek a conservation easement tax break. Nothing prohibited the County or any other government entity from purchasing the Point Tract once the option expired, either.

Road, LLC and its co-plaintiff, Pinckney Point, LLC, filed this action on May 21, 2013, seeking declaratory and injunctive relief against the County. (R. 29–32). Road, LLC and Pinckney Point, LLC subsequently filed an amended complaint on July 25, 2014. (R. 41–54).

In the amended complaint, Road, LLC and Pinckney Point, LLC alleged that the County breached a 2011 global settlement agreement (the "Settlement Agreement") between the parties. The Settlement Agreement arose out of two separate lawsuits, one concerning the use of a parcel of land (the "Road Parcel") which leads up to 229 acres of land at a point (the "Point Tract"), and the other concerning Pinckney Point, LLC's attempt to obtain a variance from the County to move the driveway to the Point Tract. At the time of the Settlement Agreement, Pinckney Point, LLC planned to develop the Point Tract into a development with 76 single family homes. (*See* R. 67). Road, LLC planned to later sell the Road Parcel to Pinckney Point, LLC as an access point to that planned, future development. (R. 887).

Under the express terms of the Settlement Agreement, the County had only two obligations to Road, LLC and Pinckney Point, LLC: (1) to grant Pinckney Point, LLC a variance to move a roadway and to install certain utility lines; and (2) to agree the Road Parcel would remain a private, rather than a public, roadway. (*See* R. 56–57). In their amended complaint, Road, LLC and

Pinckney Point, LLC alleged that the County breached the Settlement Agreement when it subsequently purchased the Point Tract from a third party several years later.<sup>1</sup>

The trial of the case began on April 25, 2016 before Judge Carmen T. Mullen. (R. 300, 303). The equitable causes of action were tried before Judge Mullen, and only Plaintiffs' breach of contract claim was tried to the jury. (*See generally* R. 300–1563). The jury returned a verdict for the County on Pinckney Point, LLC's cause of action for breach of contract. (R. 1565).<sup>2</sup> The jury returned a verdict for Road, LLC on its breach of contract claim, awarding \$5 million in damages. (R. 1566).

The County filed a motion for judgment notwithstanding the verdict on May 12, 2016. (R. 238). In its motion for JNOV, the County argued that there was no evidence of breach of the specific terms of the Settlement Agreement, there was no evidence of breach of the implied covenant of good faith and fair dealing in the Settlement Agreement, and there was no evidence of damages presented at trial. (*See* R. 238–48). Road, LLC filed a Memorandum in Opposition, and Judge Mullen held a hearing on the motion on August 9, 2016. (R. 282, 1567).

Judge Mullen subsequently entered an order granting the County's motion and entering judgment for the County on Road, LLC's breach of contract claim. (R. 1). In granting the County's Motion for JNOV, Judge Mullen held:

I find that there is no evidence to support the jury verdict in favor of Road, LLC in this matter as there is no evidence that Beaufort County breached a contract with Road, LLC, or breached a covenant of good faith and fair dealing. Additionally, there is no evidence that Road, LLC has suffered any damage. Thus, I find that the jury's verdict of Five Million Dollars to Road, LLC is not supported by any evidence in the record and do GRANT Beaufort County's Motion for JNOV on Road, LLC's claims.

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<sup>1</sup> The County purchased the Point Tract *only after* Pinckney Point, LLC's option to repurchase the Point Tract expired and its development plans had not panned out.

<sup>2</sup> This verdict and judgment against Pinckney Point, LLC was not appealed.

(R. 13–14).

The Court of Appeals subsequently affirmed Judge Mullen’s order granting the County’s Motion for JNOV. *See Road, LLC v. Beaufort Cty.*, Op. No. 5807 (S.C. Ct. App. filed March 3, 2021) (Shearouse Adv. Sh. No. 7 at 26) [hereinafter “Opinion”]. The Court of Appeals affirmed the order on the basis of a lack of proof of damages. (Opinion at 10). Road, LLC subsequently filed a Petition for Rehearing, and the Court of Appeals denied Road, LLC’s Petition for Rehearing.

### **CONSIDERATIONS FOR GRANTING A WRIT**

A writ of certiorari will be granted only where there are “special and important reasons.” Rule 242(b), SCACR; *see also Benjamin*, 430 S.C. at 236, 844 S.E.2d 373. In considering whether to grant a writ of certiorari, the Court considers the following reasons, which are “neither controlling nor fully measuring” of the Court’s discretion or power to grant review in general: (1) where there are novel questions of law; (2) where there is a dissent in the decision of the Court of Appeals; (3) where the decision of the Court of Appeals is in conflict with a prior decision of the Supreme Court; (4) where substantial constitutional issues are directly involved; and (5) where a federal question is included and the decision of the Court of Appeals conflicts with a decision of the United States Supreme Court. Rule 242(b), SCACR.

No such special and important reasons are present in this case, nor does any other reason exist warranting this Court’s exercise of its discretionary writ powers. To the extent Road, LLC attempts to argue that the Court of Appeals’ decision conflicts with prior precedent from this Court or conflicts with the South Carolina Constitution, its arguments lack merit for the reasons set forth below. The Court of Appeals correctly applied this Court’s precedent in affirming Judge Mullen’s decision to grant JNOV in this case. Consequently, this Court should deny Road, LLC’s Petition.

## **APPLICABLE LEGAL STANDARD**

A trial court should grant JNOV when the evidence, viewed in the light most favorable to the non-moving party, is insufficient to support the jury's verdict. *Helms Realty, Inc. v. Gibson-Wall Co.*, 363 S.C. 334, 338, 611 S.E.2d 485, 487 (2005). JNOV is proper where there is only speculative evidence of damages to support a jury's verdict. *See State Farm Fire and Cas. Co. v. Barton*, 897 F.2d 729, 733 (4th Cir. 1990).

An appellate court applies the same standard of review as the trial court. *RFT Mgmt. Co., LLC v. Tinsley & Adams L.L.P.*, 399 S.C. 322, 331, 732 S.E.2d 166, 171 (2012). An appellate court may affirm a trial court's grant of JNOV on any ground appearing in the record. *See* Rule 202(c), SCACR. If an appellate court affirms the trial court's grant of JNOV on one ground, it need not address any remaining arguments on appeal. *See Earthscapes Unlimited, Inc. v. Ulbrich*, 390 S.C. 609, 617, 703 S.E.2d 221, 225 (2010) ("Because an appellate court need not address remaining issues when disposition of a prior issue is dispositive, an analysis of the remaining issues is unnecessary.")

## **ARGUMENT**

In its Petition, Road, LLC argues that the Court of Appeals misapplied the standard for JNOV in its holding regarding damages and through its alleged failure to address Road, LLC's arguments regarding breach of the implied covenant of good faith and fair dealing and causation.<sup>3</sup>

For the reasons described below, these arguments lack merit and do not justify a grant of certiorari in this case. The Court of Appeals properly affirmed Judge Mullen's grant of JNOV. In

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<sup>3</sup> To the extent Road, LLC also argues that the Court of Appeals mistakenly identified it as a Developer, such has no bearing on the disposition of the legal issues raised on appeal. For the reasons outlined herein, the Court of Appeals properly determined that Road, LLC failed to establish damages and correctly affirmed Judge Mullen's grant of JNOV on that basis.

doing so, it correctly applied this Court's precedent regarding the sufficiency of evidence with respect to damages, the review of arguments on appeal, and the JNOV standard generally.

**I. The Court of Appeals correctly applied this Court's precedent in holding that JNOV is proper because there is no non-speculative proof of damages.**

Damages are an essential element to a breach of contract claim. *See Branche Builders, Inc. v. Coggins*, 386 S.C. 43, 48, 686 S.E.2d 200, 202 (Ct. App. 2009). For damages to be recoverable, "the evidence should be such as to enable the court or jury to determine the amount thereof with reasonable certainty or accuracy." *Whisenant v. James Island Corp.*, 277 S.C. 10, 13, 281 S.E.2d 794, 796 (1981). The existence, amount, or cause of damages cannot be left to "conjecture, guess, or speculation." *Id.*; *see also Piggy Park Enters., Inc. v. Schofield*, 251 S.C. 385, 391, 162 S.E.2d 705, 708 (1968) ("It is, of course, true that the existence or amount of damages cannot be left to conjecture, guess or speculation.").

If there is no evidence of damages or merely speculative evidence of damages, a court may properly grant JNOV. *See Barton*, 897 F.2d at 733 ("The jury verdict awarding consequential damages was speculative, and the district court erred in denying appellant's motion for a JNOV with respect to the award of consequential damages."); *see also Gray v. S. Facilities, Inc.*, 256 S.C. 558, 571, 183 S.E.2d 438, 444 (1971) (affirming grant of involuntary nonsuit where plaintiff only produced speculative evidence of damages).

The Court of Appeals properly affirmed Judge Mullen's grant of JNOV based on the absence of damages for at least two reasons: (1) Road, LLC's own expert testimony established that Road, LLC had not suffered damages as a result of the County's alleged breach; and (2) even if that evidence is not considered, Road, LLC offered no non-speculative evidence of damages.

First, the only evidence presented at trial that addressed the current value of the Road Parcel was the testimony of Road, LLC's own expert, Thomas Hartnett. He testified that the current value of the Road Parcel after the County's purchase of the Point Tract is \$5 million:

Q. Maybe she did. And you believe that property is still worth five million dollars today, as we sit here today.

A. Yes, sir, I do believe it, and I'll tell you -- I'll tell you why I believe that. My answer is yes, and I'll tell you why. Because at some point in time, -- now, I understand that Beaufort County has bought the property, but it's a private road, based on documents that I've seen and the discussion that I've heard here today.

(R. 1185–86). Significantly, this testimony established that the value of the road parcel, which was previously valued at \$5 million prior to the County's purchase, was unchanged following the County's purchase. (R. 1178).

On the basis of the testimony of Road, LLC's own expert, the Court of Appeals properly concluded that Road, LLC failed to establish the existence of any damages caused by the County's alleged breach. In the absence of such evidence, the Court of Appeals correctly concluded that JNOV is proper. *See Branche Builders*, 386 S.C. at 48, 686 S.E.2d at 202.

Second, even if the jury disregarded this expert testimony, Road, LLC offered the jury no additional evidence regarding the current value of the Road Parcel. Such evidence was necessarily essential to any jury determination regarding the amount of damages allegedly suffered by Road, LLC. The Court of Appeals properly concluded that in the absence of such evidence, any jury determination regarding the existence or amount of damages suffered by Road, LLC would be left to "conjecture, guess or speculation." *See Piggy Park Enters.*, 251 S.C. at 391, 162 S.E.2d at 708. Consequently, it correctly affirmed Judge Mullen's grant of JNOV on this basis. *See Barton*, 897 F.2d at 733; *see also Gray*, 256 S.C. at 571, 183 S.E.2d at 444.

In its Petition, Road, LLC now attempts to point to additional evidence, which allegedly supports the jury’s award of \$5 million in damages. However, this evidence is insufficient to support the jury award because it does not address the dispositive issue related to the calculation of damages—the current value of the Road Parcel. Instead, this additional evidence merely supports the conclusion that the Road Parcel was valued at \$5 million prior to the County’s purchase of the Point Tract. (Road, LLC Petition at 17–18). Despite Road, LLC’s argument to the contrary, there simply is no evidence—aside from the testimony of its own expert witness—that addresses the current value of the Road Parcel after the County’s purchase of the Point Tract. In the absence of such evidence, there is no non-speculative basis for the jury award. Consequently, JNOV is proper, and the Court of Appeals correctly affirmed Judge Mullen’s order on this ground.

**II. The Court of Appeals correctly applied this Court’s precedent in declining to address Road, LLC’s non-meritorious, alternative argument regarding the alleged breach of the implied covenant of good faith and fair dealing.**

In affirming Judge Mullen’s grant of JNOV, the Court of Appeals correctly applied this Court’s precedent by declining to address Road, LLC’s alternative argument regarding the alleged breach of the implied covenant of good faith and fair dealing. Further, JNOV is proper because Road, LLC’s alternative argument lacks merit.

**A. The Court of Appeals correctly applied this Court’s precedent in declining to address Road, LLC’s alternative argument regarding the alleged breach of the implied covenant of good faith and fair dealing because its resolution of the damages issue is dispositive.**

Following well-established precedent, the Court of Appeals properly declined to address Road, LLC’s alternative argument regarding the alleged breach of the implied covenant of good faith and fair dealing. This Court has long held that an appellate court need not address alternative arguments or issues when resolution of a single argument or issue is dispositive. *See Ulbrich*, 390 S.C. at 617, 703 S.E.2d at 225 (“[A]n appellate court need not address remaining issues when

disposition of a prior issue is dispositive[.]”); *Whiteside v. Cherokee Cty. Sch. Dist. No. One*, 311 S.C. 335, 340, 428 S.E.2d 886, 889 (1993) (explaining an appellate court need not address remaining issues when disposition of prior issue is dispositive); Rule 220(c), SCACR (“The appellate court may affirm any ruling, order, decision or judgment upon any ground(s) appearing in the Record on Appeal.”). Applying this precedent, the Court of Appeals correctly concluded that it need not address Road, LLC’s remaining argument regarding breach. (*See* Opinion at 10) (“Because we affirm the trial court’s order granting the County’s motion for JNOV based on damages, whether the County breached is inconsequential for the disposition of this case. Every element of a breach of contract must be proved, and our holding that Road, LLC failed to prove an element of the claim is dispositive; thus, analysis of the remaining issues is unnecessary.”)

B. JNOV is proper because Road, LLC’s alternative argument regarding the alleged breach of the implied covenant of good faith and fair dealing lacks merit.

Further, Judge Mullen properly granted JNOV because Road, LLC’s argument regarding the alleged breach of the implied covenant of good faith and fair dealing lacks merit.

Under South Carolina law, “the implied covenant of good faith and fair dealing is not an independent cause of action separate from the claim for breach of contract.” *Ro Tec Servs., Inc. v. Encompass Servs., Inc.*, 359 S.C. 467, 473, 597 S.E.2d 881, 884 (Ct. App. 2004). When there has been no breach of the express terms of a contract of the kind here, there can be no breach of the implied covenant of good faith and fair dealing. *See Ro Tec Servs.*, 359 S.C. at 470–73, 597 S.E.2d at 883–84.

As correctly determined by Judge Mullen, there was no evidence at trial that the County breached the terms of the Settlement Agreement. As referenced above, the Settlement Agreement imposed only two obligations on the County: (1) to grant Pinckney Point, LLC a variance to move a roadway and to install certain utility lines; and (2) to agree the Road Parcel would remain a

private, rather than a public, roadway. (*See* R. 56–57). Road, LLC presented no evidence that the County breached the settlement agreement by making the road public. *See Hutto v. Tindall*, 40 S.C.L. 396, 400, 1853 WL 2912 (Ct. App. 1853) (“Public roads of any kind, can be established only by public authority; or by dedication; or by long use, which though not strictly prescription, bears so close an analogy to it, that it may be expressed by that term. Less than twenty years’ use is insufficient to create either a public or a private road.”).

Further, the terms of the Settlement Agreement do not restrict the use of the Point Tract to residential development by Pinckney Point, LLC. (*See* R. 55, 960, 975). Road, LLC itself conceded as much to the Court of Appeals, noting it “never argued that the written terms of the Settlement Agreement included a specific provision constituting an unconditional written guarantee by the County that the Point Tract would ‘be forever used as a residential development.’” (App. Br. 31); (*see also* App. Br. 32) (“[T]he question is not whether the Settlement Agreement included an express covenant restricting the Point Tract to residential development.”). Hence, the County did not breach the terms of the Settlement Agreement through its purchase of the Point Tract. Although Road, LLC attempts to characterize its claims as arising out of the breach of a 2011 Settlement Agreement between it and the County, this is instead a case about Road, LLC’s unmet investment expectations. And despite those unmet expectations, this Court cannot and should not save Road, LLC from the consequences of its poor business decisions. *See Mitchum v. Mitchum*, 183 S.C. 75, 190 S.E. 104, 113 (1937) (“It is not the business of Courts to protect parties from the consequences of bad contracts . . . .”); *Continental Ins. Co. v. Boykin*, 25 S.C. 323, 327 (1886) (“This contract may have been an unwise and improvident one, but still the defendants made it, and as was said by Judge Hudson in his decree: ‘It being so explicit, the court is prevented from any effort to relieve the parties from the full consequences thereof.’”); *Jennings v. Teague*, 14 S.C.

229, 233 (1880) (“[T]he unwise exercise of his judgment is not sufficient authority for the court to set aside his acts . . . .”). Once the Pinckney Point, LLC option expired, anyone could have purchased the Point Tract and done anything they wished with it. Building a residential subdivision like Pinckney Point, LLC planned to do was simply one of the possibilities. Road, LLC did not try to purchase the Pinckney Point, LLC tract itself or buy its own option on the Point Tract. As the trial court and the Court of Appeals correctly determined, Road, LLC cannot be awarded its hoped-for investment profit from a jury via its flawed legal theories and evidence.

Because Road, LLC failed to show that the County breached the express terms of the Settlement Agreement, its argument that the County breached the implied covenant of good faith and fair dealing must also fail, and JNOV is necessarily proper.

**III. The Court of Appeals correctly applied this Court’s precedent in not addressing Road, LLC’s unpreserved and non-meritorious, alternative argument that the County’s purchase prevented possible other developers from purchasing the Point Tract.**

In its Petition, Road, LLC argues that the Court of Appeals erred by not finding that the cause of its alleged damages was the County’s purchase of the Point Tract on the basis that the County’s purchase allegedly prevented the purchase of the tract by another residential developer different from Pinckney Point, LLC.<sup>4</sup> Applying this Court’s precedent, the Court of Appeals properly did not address this argument because the argument is unpreserved and because it is unnecessary to the disposition of the appeal. Further, the argument lacks merit.

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<sup>4</sup> To the extent Road, LLC argues that the Court of Appeals erred in finding that the County’s alleged breach of the private road clause of the Settlement Agreement did not cause damages to Road, LLC’s, this argument lacks merit for at least two reasons. First, the Court of Appeals’ decision is correct. As the Court of Appeals observed, the jury was presented with no evidence that Road, LLC was damaged by the County’s alleged treatment of the road as public. Second, Road, LLC presented no evidence that the County actually breached the private road clause.

A. The Court of Appeals correctly applied this Court's precedent in not addressing Road, LLC's alternative argument because it is not preserved for appellate review.

For an issue to be properly preserved for appellate review, it must be both raised and ruled on by the trial court. *See Johnson v. Lloyd*, 407 S.C. 610, 612, 757 S.E.2d 705 (2014). If a trial court does not rule on an issue raised, a party must file a Rule 59(e), SCRPC, motion to preserve the issue for review. *Id.* If a party fails to do so, the issue is not preserved for appellate review. *See id.*

Road, LLC's alternative argument is not preserved because Road, LLC failed to file a Rule 59(e) motion to preserve this argument following Judge Mullen's grant of JNOV on other grounds. Judge Mullen granted JNOV on two grounds. First, she found that there is no evidence that the County breached a contract with Road, LLC or breached the covenant of good faith and fair dealing. (R. 13). Second, she found that there is no evidence that Road, LLC suffered any damage. (R. 14). Her grant of JNOV did not address whether the County's purchase prevented other possible developers from purchasing the Point Tract.

Following Judge Mullen's grant of JNOV, Road, LLC did not move under Rule 59(e) to preserve this argument. As a result, under this Court's precedent, this argument is not preserved for appellate review.

B. The Court of Appeals correctly applied this Court's precedent in not addressing Road, LLC's alternative argument because its resolution of the damages issues is dispositive.

Alternatively, even if Road, LLC's argument is preserved for appellate review, the Court of Appeals correctly applied this Court's precedent in not addressing it because its resolution of the damages issue was dispositive. As noted above, an appellate court does not need to address remaining issues when the resolution of a prior issue is dispositive. *See Ulbrich*, 390 S.C. at 617, 703 S.E.2d at 225. This is a well-established rule of appellate procedure. *See, e.g., Arredondo v.*

*SNH SE Ashley River Tenant, LLC*, Op. No. 28011 (S.C. Sup. Ct. filed March 10, 2021) (Shearouse Adv. Sh. No. 8 at 40, 52) (declining to address remaining issue when resolution of prior issue is dispositive); *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (“In light of our disposition of the case, it is not necessary to address [appellant’s] remaining issues.”). The Court of Appeals correctly applied this rule and properly determined that it need not analyze any remaining issues on appeal once it held that Road, LLC failed to prove the damages element of its claim. (*See* Opinion at p. 10) (“[A]nalysis of the remaining issues is unnecessary.”).

C. Road, LLC’s alternative argument lacks merit.

Finally, Road, LLC’s alternative argument lacks merit because it depends on two flawed presuppositions regarding breach and damages. For the reasons outlined above, Road, LLC failed to establish any breach of the implied covenant of good faith and fair dealing and failed to establish any damages as a result of the alleged breach. In the absence of evidence regarding breach and damages, Road, LLC’s breach of contract claim necessarily fails and any conjectural arguments related to the possible existence of other residential developers need not be considered. *See Bishop v. S.C. Dep’t of Mental Health*, 331 S.C. 79, 88, 502 S.E.2d 78, 82 (1998) (describing breach and damages as essential elements of a negligence claim). Further, Road, LLC failed to present evidence, as opposed to speculation, that another residential developer would in fact purchase the Point Tract if Pinckney Point, LLC did not, and if the County did not.

Road, LLC’s own argument is that it “*would likely have had the opportunity* to sell the Road Parcel to another developer.” (Road, LLC Petition at 20) (emphasis added). Such speculation is not evidence.

## CONCLUSION

Under Rule 242(b), SCACR, certiorari is not appropriate in this case. The Court of Appeals' Opinion raises no special and important reasons which weigh in favor of granting the writ. Instead, the Opinion demonstrates that the Court of Appeals carefully and thoughtfully applied this Court's precedent regarding the sufficiency of evidence regarding damages, the review of arguments on appeal, and the JNOV standard generally. Consequently, this Court should deny Road, LLC's petition.

*(signature page attached)*

Respectfully submitted,

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