

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )  
  
BLIND ACRE, INC., )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
STASH STORAGE HOLDINGS, INC., )  
 )  
Defendant. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
NINTH JUDICIAL CIRCUIT  
CASE NO.: 2019-CP-10-4053

**RECEIVED**  
**Jan 28 2022**  
**SC Court of Appeals**

**ORDER GRANTING RULE 59(e) MOTION**

THIS MATTER COMES before the Court on the Defendant’s Rule 59(e) Motion to Alter or Amend, filed June 25, 2021, of the Court’s Order entered June 15, 2021, finding the default damages in the total sum of \$1,937,589.15. While Defendant’s counsel did not provide a copy of the written motion to Judge Scarborough, the Court became aware of the existence of the Rule 59 (e) Motion through email correspondence between counsel.

Upon consideration of the Motion without a hearing, the Court determines that there is no basis in the record to support the \$1,000,000.00 punitive damages award. Accordingly, the Court amends its damages award on the breach of contract claim to the amount of \$937,589.15.

An Amended Form 4 will follow.

\_\_\_\_\_  
The Honorable Mikell R. Scarborough  
Charleston County Master in Equity

\_\_\_\_\_, 2021  
at Charleston, South Carolina



Charleston Common Pleas

**Case Caption:** Blind Acre Inc VS Stash Storage Holdings Inc

**Case Number:** 2019CP1004053

**Type:** Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062