

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

BLIND ACRE, INC.,
Plaintiff,

v.

STASH STORAGE HOLDINGS,
INC.,
Defendant.

IN THE COURT OF COMMON PLEAS
9th JUDICIAL CIRCUIT
CASE NO.: 2019-CP-10-4053

ORDER

RECEIVED

Jan 28 2022

SC Court of Appeals

Hearing Date: June 2, 2021
Presiding Judge: The Honorable Mikell R. Scarborough
Plaintiff's Attorney: G. Rutledge DuRant
Defendant's Attorney: Benjamin Alexander Crute Traywick

THIS MATTER was heard before me on June 2, 2021, pursuant to the filing by Plaintiff of a Motion for Damages Hearing. The action was commenced by the filing of a Civil Action Coversheet, Summons and Complaint on July 31, 2019. The Defendant was personally served with the lawsuit on September 26, 2019, and failed to answer or otherwise plead to the Complaint and Defendant was adjudged in default by Order of the Charleston County Circuit Court, Judge Roger M. Young, filed March 23, 2021. Thereafter, Plaintiff filed his Motion for Damages Hearing and requested the matter be referred to the Master in Equity for Charleston County. By Order of March 26, 2021, the Charleston County Circuit Court, Judge Roger M. Young, ordered a damages hearing and referred the matter to the Master in Equity for Charleston County. Notice of the Damages Hearing was mailed via Certified Mail to the Defendant on May 5, 2021, as evidenced by the Certificate of Mailing.

With the Defendant having been duly served with all pleadings, this matter was properly before the Court upon Plaintiff's motion to assess and award damages as prayed for in the Complaint. Thereupon, a damages hearing was held. Plaintiff was represented by attorney, G. Rutledge DuRant and Defendant was represented by attorney, Benjamin Alexander Crute Traywick.

Plaintiff presented evidence and the Defendant and his counsel were present and had the opportunity to contest the evidence as permitted by Rule 55, *SCRCP*. Having heard the testimony and taken evidence in this matter, I find by a preponderance of the evidence that the Plaintiff has suffered injuries and damages as a direct and proximate result of Defendant's breach of the contract referred to in the Complaint, and that the sum reasonably required to fairly and justly compensate Plaintiff for these losses is \$937,589.15. On the Plaintiff's cause of action for negligent misrepresentation, I further find, by clear and convincing evidence—specifically, Plaintiff's testimony regarding deliberate misrepresentations by Defendant's agent Thomas Stevenson, on which the Plaintiff relied to its detriment—that an award of \$1,000,000.00 in punitive damages is appropriate.

In accordance with the foregoing, I hereby declare a total damage award to the Plaintiff in the amount of \$1,937,589.15.

IT IS ORDERED, ADJUDGED and DECREED that the Plaintiff be, and is hereby awarded judgment against the Defendant in the total amount of \$1,937,589.15 together with annual interest at the statutory rate beginning from the date of judgment. **IT IS FURTHER**

ORDERED, ADJUDGED and DECREED that the Clerk of this Court shall enter up Judgment in the foregoing amount in the Judgment Rolls of Charleston County, South Carolina.

AND IT IS SO ORDERED.

Mikell R. Scarborough, Master in Equity

This _____ day of _____, 2021
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