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May 21 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY

Court of Common Pleas

Hon: Jessica A. Salvini, Circuit Court Judge

Case No. 2023-CP-10-00305

John Nick,

Respondent,

v.

Emily Prioleau,

Appellant.

Appellate Case No.: 2024-002176

EMERGENCY MOTION TO STAY EXECUTION OF THE FINAL ORDER AND WAIVE ANY REQUIREMENTS OF A PROPOSED SUPERSEDEAS BOND PENDING APPEAL

Clarification of Party Name: For purposes of these proceedings, the Respondent is correctly identified as “Nick.” Notwithstanding, the court records erroneously list the Respondent’s surname as “Nicks.” All references herein to the Respondent—whether “Nick” or “Nicks”—shall be deemed to refer to the same party, whose correct name is “Nick.”

NOW COMES, the Appellant **Emily Prioleau** appearing pro se, in the above-captioned matter, and respectfully moves this Court for emergency relief. Specifically, Appellant requests an immediate stay of the execution of the Final Order entered by the Court of Common Pleas, which, among other provisions, orders Appellant to vacate the Property by May 29, 2025—and a waiver of any supersedeas (appeal) bond requirements pending resolution of the appeal. Enforcement of the Final Order would force a premature relocation that irreparably prejudices Appellant’s equitable rights resulting from her substantial financial investment and complete reconstruction of the Property. Appellant further asserts that the trial court’s ruling contains grave errors and that Respondent would be unjustly enriched if allowed to benefit from the current arrangement.

I. FACTUAL BACKGROUND AND ERRORS

A. Procedural History

1. **Case Origin and Transfer:** This case initially began in Magistrate Court of Charleston County and subsequently transferred to the Court of Common Pleas, whose ruling is now under appeal.
2. **Erroneous Debt Calculation:** The trial court’s Final Order relied, in part, on the erroneous determination that Respondent’s indebtedness is \$77,097. However, the evidence indisputably shows that the true indebtedness is \$157,097. This miscalculation is not a mere technicality; rather, it is a fundamental error that undercuts the record’s veracity.

B. Property Acquisition and Negotiation

1. **Initial Search and Identification:** In pursuing a new residence, Appellant Prioleau actively sought a suitable Property and accompanied by Respondent Nick, identified a property that was uninhabitable and required a total rebuild.

2. **Negotiated Purchase Terms:** Nick, leveraging his relationship with the property owner, advised Appellant to make direct contact. Although the Property was initially quoted at \$100,000, Nick successfully negotiated a reduced purchase price of \$38,000. The parties agreed that Nick would acquire the Property using funds he owed Prioleau.
3. **Anticipated Transfer and Unjust Enrichment:** The overall arrangement was based on the mutual understanding that, following Appellant's exclusive financing of a complete rebuild, title to the Property would be transferred to her. Failure to effectuate this transfer would permit Plaintiff to unjustly benefit from a property for which he provided no financial contribution.
4. **Business Arrangement and Protective Oversight:** As part of their comprehensive agreement, the parties established that Appellant would manage Respondent's auto sales business (Nick's Auto Sales), while Respondent would supervise construction work. This oversight was specifically intended to ensure that Appellant's significant investment was protected and that she would not be cheated. This element further reinforces the reliability of the oral agreement between the parties.

C. Reconstruction and Financial Contributions

1. **Complete Rebuild:** Appellant exclusively financed and oversaw a comprehensive reconstruction that transformed the Property into a structure equivalent to new construction. Improvements included, but were not limited to:
 - a. New Heating & Air System (HVAC)
 - b. Complete Ductwork Installation
 - c. Raised Ceilings
 - d. Total Interior Structure Replacement (including new framing, electrical wiring, walls, insulation, and sheetrock)

- e. New Windows & Doors (interior & exterior)
- f. Subfloor Replacement & Installation of Bamboo & Ceramic Tile Flooring
- g. Full Plumbing System Overhaul (including new water and sewer lines)
- h. ADA-Compliant Bathrooms (with showers, toilets, and accessibility upgrades)
- i. Six-Foot Privacy Fence Installation
- j. Major Tree Removals for Safety & Enhancement
- k. Backfilling of the Basement to Render It Unusable

2. **Lack of Plaintiff Contribution:** Respondent contributed no funds toward these reconstruction efforts. As such, imposing any rent or financial burden on Defendant would result in unjust enrichment of Respondent.

D. Extended Financial Relationship and Detrimental Reliance

1. **Loans and Repayments:** From 2002 to 2015, Appellant loaned Respondent significant funds totaling over \$157,097 apart from the reconstruction costs. The trial court erroneously deducted \$80,000 from Respondent's outstanding loan balance even though that sum had already been repaid.
2. **Oral Promise and Partial Performance:** Relying on Respondent's oral promise that title would be transferred upon completion of construction, Appellant expended substantial resources renovating the Property, and in January 2010, recouped \$80,000 from Respondent. This partial performance underscores the parties' understanding regarding the transfer.
3. **Delay in Transfer:** Despite Appellant's full performance Respondent intentionally delayed transferring title—citing federal money laundering concerns—which further undermines Appellant's equitable claim.

E. Disputed Possession and Respondent's Misguided Demands

1. **Erroneous Final Order:** The Final Order from the Court of Common Pleas granted possession of the Property to Respondent, erroneously disregarding Appellant's complete renovation efforts, detrimental reliance, and the established oral agreement for a transfer of title.
2. **Premature Demand for Rent:** Respondent's pending motion requiring Appellant to pay rent during the pendency of the appeal is unjustified given that Respondent has not contributed to the Property's reconstruction nor fulfilled his promise of transfer.
3. **Respondent's Financial Mismanagement:** Additional evidence of Respondent's financial instability, including the foreclosure of his own residence in 2015 and money laundering charges in 2010, further substantiates that imposing rental obligations on Appellant is inequitable.

II. LEGAL ARGUMENTS

A. Preservation of the Status Quo Pending Appeal

1. The appellate process is intended to correct errors made by the lower court. Enforcing the Final Order before a full appellate review would irrevocably deprive Appellant of her substantial equitable interests and compel an irreversible relocation.

B. Avoidance of Irreparable Harm

1. Immediate enforcement of the Final Order—mandating that Appellant vacate the Property by May 29, 2025—would extinguish or irreparably harm Appellant's significant financial investment and reliance interests stemming from the complete reconstruction and the parties' oral agreement.

C. Waiver of Supersedeas Bond and Denial of Rent Payments

1. Although posting a supersedeas bond is typically required, the extraordinary circumstances of this case—particularly the financial hardship and risk of irreversible harm—justify a waiver of such a bond requirement.
2. Moreover, imposing rent payments on Appellant during the pendency of the appeal, in light of Respondent’s lack of financial contribution and prior mismanagement, would constitute unjust enrichment and must be denied.

D. Overcoming the Statute of Frauds

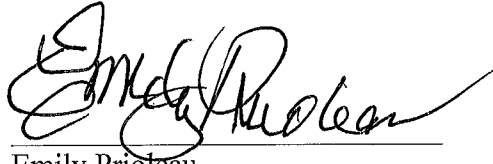
1. Appellant relies on the doctrines of promissory estoppel, equitable estoppel, detrimental reliance, resulting trust, and partial performance to enforce the oral agreement for the transfer of the Property. These legal principles validate Appellant’s claim despite the absence of a formal written contract.

III. PRAYER FOR RELIEF

WHEREFORE Appellant respectfully requests that this Court:

- A. **Grant an immediate stay** of the execution of the Final Order—thus preventing enforcement of the mandate that Appellant vacate the Property by May 29, 2025—pending full resolution of the appeal;
- B. **Waive any requirements for a supersedeas bond** during the pendency of the appeal to alleviate undue financial hardship.
- C. **Deny Respondent’s pending motion** imposing rental payments on Appellant during the appeal; and
- D. Award any further relief this Court deems just and proper to protect Appellant’s substantial equitable interests.

Respectfully submitted,



Emily Prioleau
5528 Flanders Avenue
North Charleston, SC 29406
(843) 693-0184
Email: eprioleau1976@gmail.com
Pro Se Appellant

Dated: May 21, 2025

Exhibit A:
THE SOUTH CAROLINA COURT OF APPEALS
ORDER RELIEVING FORMER COUNSEL
APPELLATE CASE NO.: 2024-002176

Exhibit B:
STATE OF SOUTH CAROLINA CHARLESTON COMMON PLEAS COUNTY OF
CHARLESTON THE CIRCUIT COURT NINTH JUDICIAL CIRCUIT
ORDER AND JUDGMENT
C.A. No.: 2023-CP-10-00305

Exhibit C
STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS COUNTY OF
CHARLESTON
CASE NO.: 2023-CP-10-00305
NOTICE OF MOTION AND MOTION FOR PAYMENT OF APPEAL BOND

Exhibit A

STATE OF SOUTH CAROLINA COURT OF APPEALS

ORDER RELIEVING FORMER COUNSEL

APPELLATE CASE NO.: 2024-02176

The South Carolina Court of Appeals

John Nicks, Respondent,

v.

Emily Prioleau, Appellant.

Appellate Case No. 2024-002176

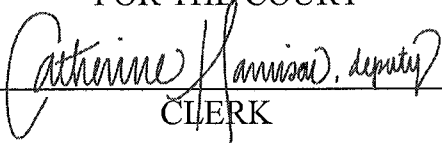
The Honorable Jessica Ann Salvini
Charleston County
Trial Court Case No. 2023CP1000305

ORDER

The Court received the motion to be relieved as counsel for the appellant from Matthew M. Billingsley, Esquire. This motion is Granted. Matthew M. Billingsley, Esquire is relieved as counsel of record for the appellant. This case will be held in abeyance for thirty (30) days for the appellant to obtain new counsel if desired. If the Court is not notified of any new counsel, appellant will be presumed to be proceeding pro se.

FOR THE COURT

BY


CLERK

Columbia, South Carolina

cc:

Matthew M. Billingsley, Esquire
William B. Jung, Esquire

FILED
Feb 19 2025

Exhibit B

STATE OF SOUTH CAROLINA CHARLESTON COMMON PLEAS COUNTY OF
CHARLESTON THE CIRCUIT COURT NINTH JUDICIAL CIRCUIT

ORDER AND JUDGMENT

C.A. No.: 2023-CP-10-00305

| | | |
|-------------------------|---|----------------------------|
| STATE OF SOUTH CAROLINA |) | IN THE CIRCUIT COURT |
| |) | NINTH JUDICIAL CIRCUIT |
| COUNTY OF CHARLESTON |) | |
| |) | |
| John Nicks, |) | |
| _____ |) | ORDER AND JUDGMENT |
| |) | |
| vs. |) | |
| |) | |
| Emily Prioleau, |) | |
| _____ |) | C.A. No.: 2023-CP-10-00305 |
| |) | |
| Plaintiff, |) | |
| |) | |
| Defendant. |) | |

INTRODUCTION

This matter came before this Court for a bench trial on October 28, 2024. Present at the call of the case were Plaintiff (referred to herein as “Nick”) and his attorney of record, William B. Jung, Esq.; and Defendant (referred to herein as “Prioleau”) and her attorney of record, Matthew M. Billingsley, Esq.

This case began in October of 2022 when Nick filed an Application for Ejectment in the Charleston County North Area Magistrate Court seeking to have Prioleau removed from the residence located at 5528 Flanders Avenue, North Charleston, South Carolina (referred to herein as the “Property”) alleging he was the owner of the Property and Prioleau was a “month to month” tenant and was failing to pay rent. Prioleau filed a *pro se* response alleging she had an equitable interest in the property and requested dismissal of Nick’s action. The case was assigned to Magistrate Judge Amy Mikell who denied Prioleau’s motion to dismiss; denied Nick’s motion for summary judgment and transferred the case to Circuit Court finding Prioleau’s counterclaim exceeded the monetary jurisdiction of the Magistrate Court.

After the case was transferred to Circuit Court, on or about October 15, 2024, Nick renewed his motion for summary judgment before the Honorable Dale Van Slambrook. The motion was denied and the matter proceeded to a bench trial before the undersigned on October 28, 2024. At trial, both parties requested this Court award them possession or ownership of the Property.

After careful consideration of the testimony, evidence and record, this Court makes the following findings of fact and conclusions of law and issues this order: granting the Plaintiff's request for possession of the Property as set forth in more detail below.

STATEMENT OF THE FACTS

Having observed the witnesses and considered the exhibits presented at trial, this Court makes the following findings of fact.

Nick and Prioleau became friends in the late 1980s and have known each other for over thirty-three (33) years. In 2000, Nick owned and operated a business known as Nick's Auto Sales and in March 2000, he asked Prioleau to come work in his business as his office manager. Approximately a year later, despite Nick being married, they engaged in a romantic relationship that lasted approximately twenty (20) years.¹

At the end of 2002 or the beginning of 2003, Nick began building a house in Huger, South Carolina. To assist Nick with the construction of his home, Prioleau loaned Nick eighty thousand dollars (\$80,000.00). Thereafter, Nick and Prioleau discussed finding Prioleau a house or building her a house.

Prioleau began looking for a house to buy and located the Property at issue in this case. She attempted to purchase it from the seller who quoted her a price of one hundred thousand dollars (\$100,000.00). She showed the Property to Nick and he told Prioleau he knew the Property owner and would negotiate a better sales price as the Property was uninhabitable and needed substantial work. Prioleau agreed and Nick was able to negotiate a sales price of thirty-eight thousand Dollars (\$38,000.00). Since the seller was willing to sell the Property to Nick for a substantially lower sum, Nick and Prioleau agreed Nick would purchase the Property.

¹ The parties disagree on when their romantic relationship ended and the record before the Court is unclear. However, it appears their affair lasted fifteen (15) to twenty (20) years.

The Property was purchased by Nick in 2008 and it was titled solely in Nick's name. Thereafter, Nick and Prioleau worked together to rebuild the house to make it habitable. Prioleau designed the interior of the house and decided all the specifications to ensure it would be a place she, her daughter, granddaughter and disabled grandson could reside. Nick agreed that they constructed the interior of the home to ensure it would accommodate Prioleau's disabled grandson. Prioleau and Nick disagree on who paid for the renovations to the Property. However, the record supports a finding that both parties contributed financially to the reconstruction of the Property. Neither Prioleau nor Nick testified to an amount they each spent to renovate the Property.

After two years of construction on the Property, in 2010, Prioleau moved into the Property with her family. She has resided there with her daughter, granddaughter and disabled grandson for approximately fourteen (14) years. Prioleau never paid Nick rent nor did the parties ever discuss her doing so. Rather, Prioleau treated the home as her own. Throughout the years the parties had vague discussions regarding Nick transferring the Property to Prioleau, but he never did so. While Prioleau resided at the Property she maintained it and she paid the property taxes from 2010 to 2022.² She also paid for necessary repairs to the plumbing and HVAC unit in an unknown amount.

Both parties agree from 2002 to 2013, Prioleau loaned Nick or his business funds. Prioleau's testimony was credible and she presented documentation of loans made to Nick. Prioleau loaned Nick funds totaling one hundred fifty-seven thousand and ninety-seven dollars (\$157,097.00).³ Prioleau asserts those funds were loaned to Nick over the years with the understanding they would be applied to her "purchase price" of the Property from Nick. Nick admits he considered Prioleau to be a potential buyer of the Property and that the construction

² Prioleau did not pay the property taxes after litigation commenced.

³ The parties disagree on the exact amount Prioleau loaned to Nick over the course of their relationship, but the testimony of Prioleau was more credible than Nick and the exhibits presented at trial verified that Prioleau loaned Nick this sum.

done to the Property was to her specifications and benefit. However, Nick claims the funds Prioleau loaned to him were as a result of them comingling their money because they were in a romantic relationship and not for the purchase of the Property. Regardless, the parties never agreed to a purchase price for the Property.

In 2010, Nick was charged with money laundering in a federal case. Nick told Prioleau he couldn't transfer the Property to her then because he didn't want the government to believe he was hiding assets. The criminal case against Nick lasted five (5) years. In 2015, Nick entered a guilty plea to money laundering and was sentenced to federal prison. Prior to serving his term of incarceration, Nick gave Prioleau power of attorney over his business, Nick's Auto Sales, and he gave his wife power of attorney over his personal assets.

While Nick was serving his sentence, with his consent, Prioleau dissolved Nick's business. Prioleau and Nick agreed she would create a new business in her name that they would operate together once he was released from prison. However, Prioleau became concerned that she had loaned Nick a substantial amount of money over the years, including the fee to pay his criminal lawyer, and Nick had not transferred the Property to her. Prioleau also believed she had loaned Nick more money than the value of the Property. So, Prioleau transferred eighty thousand dollars (\$80,000.00) to herself from Nick's business when she dissolved it. This reimbursed her for the construction of Nick's house and reduced the sum she had loaned to Nick over the years to seventy-seven thousand and ninety-seven dollars (\$77,097.00).⁴

When Nick was released from federal prison, Nick and Prioleau resumed their relationship, but it was strained. Nick did not agree with how Prioleau was running the new business she created nor were they able to agree on how the business would operate. Nick and Prioleau also did not

⁴ This sum does not include Prioleau's payment of the property taxes for the Property.

agree on the transfer of the Property to Prioleau. Nick asserted the money Prioleau took from his business repaid all the loans she had made to him over the years. At some point Nick's wife learned of their affair. In mid to late 2022, Nick sent Prioleau a demand for rent. This litigation then ensued over the possession and ownership of the Property and whether or not Prioleau had an equitable interest in it.

ORDER

South Carolina Statute of Frauds, S.C. Code Ann. Section 32-3-10 (4), requires all contracts for the sale of land to be in writing. In the instant case, Nick purchased the Property and the Property was titled in Nick's name. Nick is the sole owner of the Property by virtue of the Deed. While the parties discussed Nick transferring the Property to Prioleau at some future date, the parties did not have a written agreement or any writing (i.e., e-mail, text message, etc.) evidencing the agreement for Nick to transfer (i.e., gift) or sell the Property to Prioleau.

To overcome the Statute of Frauds, Prioleau relies on the following legal theories: promissory estoppel, equitable estoppel, resulting trust and partial performance of an oral agreement for Nick to transfer the Property to Prioleau. Unfortunately, based on the record before the Court, these legal theories fail.

A party seeking to enforce an oral contract can show part performance of the oral contract. *See Beckham vs. Short*, 294 S.C. 415 (Ct. App. 1988). "Performance may be proved by evidence of (1) improvements to the real estate; (2) possession of the real estate; and (3) payment of the purchase price." *Bradshaw vs. Ewing*, 297 S.C. 242, 245 (1989), citing *Stackhouse vs. Cook*, 271 S.C. 518 (1973). "Actual possession and improvements to the property are the strongest evidence to show part performance...and payment of the purchase price is the weakest evidence and will not suffice on its own to remove a contract from the Statute of Frauds." *Id.* at 245. "In order to

overcome the Statute of Frauds, [a party] must establish the parole contract ‘by competent and satisfactory proof, which is clear, definitive and certain.’” *Id.* (citing *Aust vs. Beard*, 230 S.C. 515, 96 S.E.2d 558 (1957)).

Although Prioleau took possession of the Property two years after Nick purchased it and made some improvements to it, the record before this Court does not support a finding that the parties had an oral contract for Nick to transfer the Property to Prioleau because: 1) the record is void of the terms and provisions the parties agreed to for the transfer of the Property from Nick to Prioleau; 2) there was no definitive agreement between the parties on a purchase price for the Property; 3) the parties had not agreed on a date Nick would transfer the property to Prioleau; and 4) the funds Prioleau loaned to Nick were for other reasons (i.e., business loans or business expenses, Nick’s attorney’s fees, etc.) and not specifically for the purchase price or improvements made to the Property and spanned the course of several years. The parties did not have a meeting of the minds regarding this Property and its transfer from Nick to Prioleau. Further, Prioleau’s reliance on the doctrine of promissory estoppel and equitable estoppel also fail for these same reasons.

The elements of promissory estoppel are (1) an unambiguous promise by the promisor; (2) reasonable reliance on the promise by the promisee; (3) reliance by the promisee was expected by and foreseeable to the promisor; and (4) injury caused to the promisee by his reasonable reliance. *Davis v. Greenwood Sch. Dist.* 50, 365 S.C. 629, 634, 620 S.E.2d 65, 67 (2005); *see also N. Am. Rescue Prod., Inc. v. Richardson*, 411 S.C. 371, 379–80, 769 S.E.2d 237, 241 (2015). “Unlike a contract which requires a meeting of the minds and consideration, promissory estoppel looks at a promise, its subsequent effect on the promisee, and in certain cases bars the promisor from making

an inconsistent disposition of the property.” *Satcher v. Satcher*, 351 S.C. 477, 484, 570 S.E.2d 535, 538–39 (Ct. App. 2002).

“[T]he doctrine of estoppel may be invoked to prevent a party from asserting the statute of frauds.” The party asserting estoppel “must show that he has suffered a definite, substantial, detrimental change of position in reliance on the contract, and that no remedy except enforcement of the bargain is adequate to restore his former position.” “It is not sufficient to show merely that he has lost an expected benefit under the contract.” “Before the estoppel doctrine can be invoked, however, there must be competent proof of the existence of the oral contract.”

Springob v. Univ. of S.C., 407 S.C. 490, 497, 757 S.E.2d 384, 387–88 (2014) (citations omitted).

Here, there is not an unambiguous promise by Nick to Prioleau related to the transfer of the Property. Rather, these parties discussed in vague terms Nick transferring the Property to Prioleau at some undetermined time. From 2008 to 2010, Nick made improvements to the Property and did not transfer it to Prioleau. Moreover, while Prioleau may have relied on Nick’s statements that he would transfer the Property to her (according to Prioleau to reimburse her for loaning Nick money for the construction of his home in Huger, South Carolina, his business and attorney’s fees) Prioleau could be made whole by Nick reimbursing Prioleau the remaining balance that he owed to her for the various loans she made to him.

The record before the Court is that Nick and Prioleau were friends and lovers and they found the Property at issue in this case with the intention that Prioleau would reside there with her family. Nick ensured the Property would accommodate Prioleau’s disabled grandson and after two years of construction she moved into the Property and has remained there ever since. Prioleau had a genuine belief that because she loaned Nick a substantial amount of money that he would eventually transfer the Property to her to repay her for those loans. But even Prioleau had concerns about Nick’s intentions when he went to prison and so she took eighty thousand dollars

(\$80,000.00) from Nick's business when she closed it to reimburse herself for almost half of the loans she had made to him over the years. Upon Nick's release from prison, he did not transfer the Property but rather demanded Prioleau start paying rent, presumably because Nick's wife found out about Prioleau and their affair.

Prioleau's final argument that a resulting trust should be created in her favor under these circumstances also fails. A party seeking to create a resulting trust must transfer funds to the party taking title to real estate at or before the time for the closing. *See Moore vs. McKelvey*, 221 S.C. 780 (1976). Here, as stated *infra*, Prioleau loaned Nick money over the course of several years, not at or before the closing when Nick acquired the Property.

Under the facts and circumstances of this case, based on the evidence presented at trial, Prioleau has established that Nick owes her the sum of seventy-seven thousand and ninety-seven dollars (\$77,097.00) for various loans she made to him, but she cannot overcome the requirements of the South Carolina Statute of Frauds pursuant to S.C. Code Ann. Section 32-3-10 because there is no evidence that the parties had an unambiguous agreement for Nick to transfer the Property to Prioleau. As a result, Nick's request for possession of the Property is granted. However, Prioleau has resided at the Property for approximately fourteen (14) years with her daughter, granddaughter and disabled grandson. Thus, relocating from this Property will be a hardship on her and her family. Justice requires that Prioleau and her family be given a reasonable amount of time to relocate. Since Prioleau has an adult grandson who is disabled and wholly relies on his family to care for him, Prioleau shall have a period of six (6) months from the date of this order to vacate the Property.

AND IT IS SO ORDERED.

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2023 CP-10-00305

John Nicks _____

Emily Prioleau _____

PLAINTIFF(S)

DEFENDANT(S)

| | |
|----------------------|--|
| Submitted by: | Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant |
|----------------------|--|

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

| INFORMATION FOR THE JUDGMENT INDEX | | |
|--|--|---|
| Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below. | | |
| Judgment in Favor of (List name(s) below) | Judgment Against (List name(s) below) | Judgment Amount To be Enrolled (List amount(s) below) |
| | | \$ |

| | | |
|---|--|----|
| | | \$ |
| | | \$ |
| If applicable, describe the property, including tax map information and address, referenced in the order: | | |

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

| | | |
|----------------------------|-------------------|-------------|
| Circuit Court Judge | Judge Code | Date |
|----------------------------|-------------------|-------------|

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

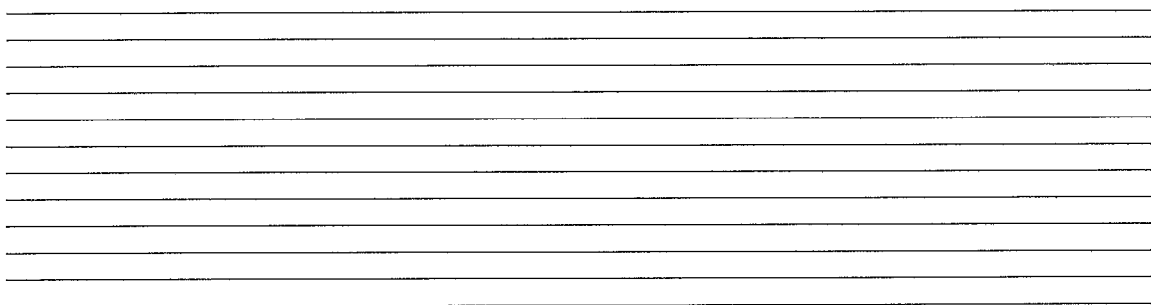
CLERK OF COURT

Court Reporter:

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The “Information for the Judgment Index” section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the “Judgment in Favor of” column, enter the name of the party to whom the judgment is awarded. In the “Judgment Against” column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the “Judgment Amount” column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate “N/A” in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section “For the Clerk of Court Office Use Only” should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through “Circuit Court Judge” and indicate “Arbitrator” in the signature block.

9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.



Charleston Common Pleas

Case Caption: John Nick VS Emily Prioleau

Case Number: 2023CP1000305

Type: Order/Other

So Ordered

Jessica A. Salvini

Electronically signed on 2024-11-25 15:30:53 page 14 of 14

ELECTRONICALLY FILED - 2024 Nov 26 11:13 AM - CHARLESTON - COMMON PLEAS - CASE#2023CP1000305

Exhibit C

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS COUNTY OF
CHARLESTON

CASE NO.: 2023-CP-10-00305

NOTICE OF MOTION AND MOTION FOR PAYMENT OF APPEAL BOND

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2023-CP-10-00305

JOHN NICK,)
Plaintiff,)
vs.)
EMILY PRIOLEAU,)

Defendant.)

NOTICE OF MOTION AND MOTION FOR PAYMENT OF APPEAL BOND

PLEASE TAKE NOTICE that the Plaintiff, John Nick, by his undersigned counsel, will move this Court, located at 100 Broad Street, Charleston, S.C. 29401 after ten (10) days notice or as soon thereafter as is convenient for the Court, for an Order, pursuant to S.C. Code Section 27-37-130 of the South Carolina Rules of Civil Procedure; providing for an Order setting the amount of rent that Defendant should pay to the Plaintiff per month to the extent that Defendant remains in possession of the Plaintiff's residential real property at 5528 Flanders Avenue, North Charleston, S.C. 29406 during the time that Plaintiff's appeal of the November 25, 2024 Order of Judge Jessica A. Salvini is pending before the South Carolina Court of Appeal.

Dated: Mount Pleasant, S.C.
February 19, 2025

Respectfully submitted,

s/William B. Jung, Esq.
William B. Jung, Esq.
1156 Bowman Road, Ste. 200
Mount Pleasant, S.C. 29464
(843) 576-4200
Attorney for the Plaintiff

Proof of Service

I, William B. Jung, Esq., an attorney admitted to the bar of this Court, certify under penalty of perjury that on February 19, 2025, I served the foregoing Notice of Motion for an Order setting an appeal bond by mailing a true and complete copy to the Defendant Emily Prioleau:

Emily Prioleau
5528 Flanders Avenue
Charleston, S.C. 29406

Dated: February 19, 2025

s/William B. Jung, Esq.

William B. Jung, Esq.

1156 Bowman Road, Ste. 200
Mount Pleasant, S.C. 29464
(843) 576-4200

Attorney for the Plaintiff

RECEIVED

May 21 2025

SC Court of Appeals

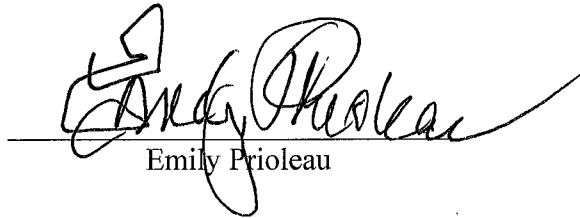
CERTIFICATE OF SERVICE

I, **Emily Prioleau**, certify that a true and correct copy of the foregoing Emergency Motion to Stay the Execution of the Final Order and Waive Any Requirements of a Proposed Supersedeas Bond Pending Appeal has been served upon all parties of record via First-Class Mail and electronic service on this 21st day of May 2025.

Mailed to counsel for the Respondent

William B, Jung, Attorney
1156 Bowman Road, Suite 200
Mount Pleasant, SC 29464
bradjung@msn.com

deposited in U.S. Mail this 21st day of May 2025.



Emily Prioleau