



**WILSON & ENGLEBARDT, LLC**  
LITIGATION • APPEALS • DISPUTE RESOLUTION

David A. Wilson  
Eric K. Englehardt

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eric@GreenvilleSCLaw.com

December 18, 2025

The Honorable Jenny Kitchings  
Clerk of Court  
South Carolina Court of Appeals  
PO Box 11629  
Columbia, SC 29211

**RECEIVED**  
**Dec 18 2025**  
**SC Court of Appeals**

**Re: Charna Henson, et. al., v. Nabi E. Saleh, et. al.**  
**Appellate Case No.: 2025-000020**

Dear Ms. Kitchings:

By way of further status update in the above-referenced case, after the November 14, 2025, hearing, the trial court issued the attached Order Awarding Plaintiff Attorney's Fees and Costs and Denying Defendant Miller's Motion to Lift Automatic Stay. Defendant Amanda Shadon Miller filed the attached Motion to Alter/Amend on December 11, 2025. The Motion to Alter/Amend is still pending.

Accordingly, the trial court has not yet completed the purpose for which this matter was remanded by Order of the South Carolina Court of Appeals dated July 30, 2025.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

  
David A. Wilson

DAW/rh

Encl.

cc: (via email)  
Scott F. Talley  
Gary L. Compton  
Andrew J. Johnston  
Charna Henson

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS

Charna Henson, as Trustee of the )  
Lewis C. Mason Revocable Trust )  
Dated September 6, 2001, as )  
Amended and Restated June 19, )  
2008, d/b/a L. C. Mason )  
Enterprises )

**MOTION TO ALTER/AMEND**

Plaintiffs, )

vs. )

CA No. 2018-CP-42-03579

Nabil E. Saleh, Amanda Shadon )  
Miller and Sparkle City Motors, )

Defendants. )

**TO: PLAINTIFF, BY AND THROUGH ATTORNEY OF RECORD, GARY L.**

**COMPTON, ESQ.:**

COMES NOW, Defendant, Amanda Shadon Miller, by and through her undersigned attorney, and submits her Motion to Alter/Amend the Order filed in this matter on December 2, 2025 (attached hereto as **Exhibit A**) denying her Motion to Lift Automatic Stay. Defendant Miller would respectfully ask the Court to alter or amend the Order filed on December 2, 2025, as to the following:

1. Finding that per the Court's December 19, 2024 Order, the Clerk of Court should have removed the Lis Pendens from the property after December 27, 2024 and certainly could have been removed before the January 2, 2025 appeal filing, which would have been in compliance with the December 19, 2024 Order and not necessitated the Motion filing by Defendant Miller seeking to have done what was already to be done; or in the alternative,
2. Find, based on the evidence submitted at trial by the Plaintiff, specifically Exhibits 27 (attached hereto as **Exhibit B**) and 28 (attached hereto as **Exhibit C**), that the only amount that could be applicable to the equitable mortgage claim alleged by Plaintiff (which is denied by Defendant Miller and set forth herein only as to the Court's finding that further information was needed to set bond) is \$26,510.00

(Exhibit 28 – originally \$52,800 but paid down to \$26,510 per Plaintiffs submission) According to Plaintiff's own Exhibit 27, the amount claimed to be due and owing therein was paid in full.

While Defendant Miller disputes the claims of the Plaintiff regarding the equitable mortgage claim and that any relief should be granted thereon, if any bond is to be set by this Court, it should be based on Plaintiff's own Exhibits 27 and 28 and the amount found thereon (for purposes of bond only!) to be \$26,510.00.

**Respectfully submitted,**

/s/ Scott F. Talley  
Scott F. Talley, Esquire  
**TALLEY LAW FIRM, P.A.**  
291 S. Pine Street  
Spartanburg, SC 29302  
864/595-2966  
Attorney for Defendant Shadon Miller

December 11, 2025

# Exhibit A

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Charna Henson, as Trustee of the Lewis C. Mason Revocable Trust Dated September 6, 2001, as Amended and Restated June 19, 2008, d/b/a L. C. Mason Enterprises,

Plaintiff/Appellant,

v.

Nabil E. Saleh, Amanda Shadon Miller and Sparkle City Motors,

Defendants/Respondents.

IN THE COURT OF COMMON PLEAS  
SEVENTH JUDICIAL CIRCUIT

C/A No.: 2018-CP-42-03579  
Appellate C/A No.: 2025-000020

**ORDER AWARDING PLAINTIFF  
ATTORNEY'S FEES AND COSTS**

**AND**

**DENYING DEFENDANT MILLER'S  
MOTION TO LIFT AUTOMATIC STAY**

**THIS MATTER** came before this Court on November 14, 2025, (1) after the Court of Appeals remanded this matter “to the circuit court to address [Plaintiff’s] request for attorney’s fees and costs,”<sup>1</sup> and (2) upon Defendant Miller’s January 15, 2025 Motion to Lift Automatic Stay. After reviewing the motion and related filings, arguments presented by Counsel at the hearing, and relevant South Carolina statutory and case law, this Court **AWARDS** Plaintiff \$79,030.98 in attorney’s fees and costs against Defendants Saleh and Sparkle City Motors and **DENIES** Defendant Miller’s Motion to Lift Automatic Stay for the following reasoning:

#### ANALYSIS

##### **I. Attorney’s Fees and Costs**

In its Order dated September 4, 2024, this Court ordered Plaintiff “to submit an updated petition and affidavit that relate to the attorney[’s] fees [and costs,]” but excluded Defendant Miller. Plaintiff submitted a proposed order and attorney fee affidavit on December 12, 2024. At the hearing, Plaintiff’s attorney maintained that this Court should award Plaintiff attorney’s fees

<sup>1</sup> See Cl. App. Order dated July 30, 2025.

and costs in the amount of \$79,030.98 as requested in Plaintiff's proposed order and justified in Plaintiff's attorney fee affidavit.

Even though Defendants Saleh and Sparkle City Motors asserted, amongst other things, that they are judgment proof and their willingness to confess judgment but for Plaintiff's pursuit of an innocent party, this Court's opinion continues to be that an award of attorney's fees and costs against them is proper. Assuming arguendo that they are judgment proof, judgements are valid for ten (10) years, and their financial circumstances may substantially change before the expiration of the judgment. Moreover, Plaintiff insinuates that Saleh and Sparkle City Motors may not be judgment proof and that Plaintiff may find assets.

Saleh and Sparkle City Motors also asserted that the dollar amount of the attorney's fees and costs should be nominal given Plaintiff's credibility issues and culpable conduct in violation of the South Carolina Unfair Trade Practices Act (UFTPA). Notwithstanding this Court's concerns as to Plaintiff's conduct as expressed in its prior ruling<sup>2</sup>, the dollar amount will not be altered, Saleh and Sparkle City Motors were not successful with their UFTPA claim.<sup>3</sup> This Court awards Plaintiff \$79,030.98 in attorney's fees and costs against Defendants Saleh and Sparkle City Motors.

## II. Automatic Stay

Generally, "the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision." S.C. App. Ct. R. 241(a). "After service of notice of appeal, any party may move for an order lifting the automatic stay in

<sup>2</sup> See Final Order dated September 4, 2024, at 6-9 (where this Court's concerns are more fully expressed.)

<sup>3</sup> The UFTPA claim was unsuccessful because the Defendants failed to meet the burden of proof on the element of damages.

cases which involve the general rule.” S.C. App. Ct. R. 241(c)(1). In determining whether to lift an automatic stay, this Court “should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot.” S.C. App. Ct. R. 241(c)(2). Furthermore, this Court can condition the lifting of an automatic stay upon “such terms, including but not limited to filing of a bond or undertaking, as [this Court] . . . deem[s] appropriate.” S.C. App. Ct. R. 241(c)(3).

In October of 2018, a lis pendens was filed against the residence of Defendant Miller because Plaintiff asserted an equitable mortgage claim. As presented to this Court, Plaintiff, a used car auction and floor planning business, allege it lent money to Miller through its business to enable Miller to make certain improvements to her residence. At the consent of the parties, a bench trial was held in 2023 wherein this Court dismissed the equitable mortgage claim because Plaintiff failed to meet its burden of proof. After many months of reviewing all the evidence and considering the testimony and demeanor of witnesses, this Court issued its formal Order on September 4, 2024. Subsequently, the parties filed motions to reconsider, and this Court issued its Final Order on December 19, 2024.

As requested by Miller, part of this Court’s Final Order was for Plaintiff to remove the lis pendens within three (3) business days. If the lis pendens was not removed within the time ordered, the Clerk of Court was authorized to remove the lis pendens. Thus, Plaintiff should have removed the lis pendens on or by December 27, 2024.<sup>4</sup> However, Plaintiff *never* removed the lis pendens and only served its Notice of Appeal on January 2, 2025. As was expressed during the hearing, this Court has strong concerns regarding Plaintiff’s position that it was proper for Plaintiff to

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<sup>4</sup> This Court acknowledges that the Clerk of Court’s Office is generally closed from December 24th through December 26th, and that three (3) business days would have technically required Plaintiff to remove the lis pendens on or by December 24, 2024.

unilaterally ignore this Court's Final Order simply because it disagreed with the decision and had a right to have thirty (30) days to appeal the decision dismissing the equitable mortgage claim.

Notwithstanding, the present motion seeks to lift the appeal's automatic stay and allow the lis pendens to be canceled. Based on the information and arguments provided during the hearing, Miller desires to market the home for sale. Plaintiff will not remove the lis pendens, unless a bond is issued for the entire amount of damages (\$786,000) it claims against the Defendants—an amount Miller contests is not limited to the equitable mortgage claim.

S.C. App. Ct. R. 241(c)(3) vests this Court with the authority to impose a bond, if this Court was inclined to lift the automatic stay. Even though this Court's opinion is that lifting the stay may be warranted, at this time, this Court would do so only if a bond is issued in an amount equaling the alleged damages related to the dismissed equitable mortgage claim. Based on the information presently available, this Court cannot determine this amount. Accordingly, this Court cannot grant Miller's request to lift the automatic stay at this time.

#### CONCLUSION

For the reasoning provided herein, this Court **AWARDS** Plaintiff \$79,030.98 in attorney fees and costs against Defendants Saleh and Sparkle City Motors and **DENIES** Defendant Miller's Motion to Lift Automatic Stay.

**IT IS SO ORDERED.**

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Honorable J. Mark Hayes, II  
Presiding Judge

November \_\_, 2025  
Spartanburg, South Carolina

*{Electronic Signature Page to Follow}*



Spartanburg Common Pleas

**Case Caption:** Charna Henson, As Trustee VS Nabil E. Saleh , defendant, et al  
**Case Number:** 2018CP4203579  
**Type:** Order/Lift Automatic Stay

IT IS SO ORDERED

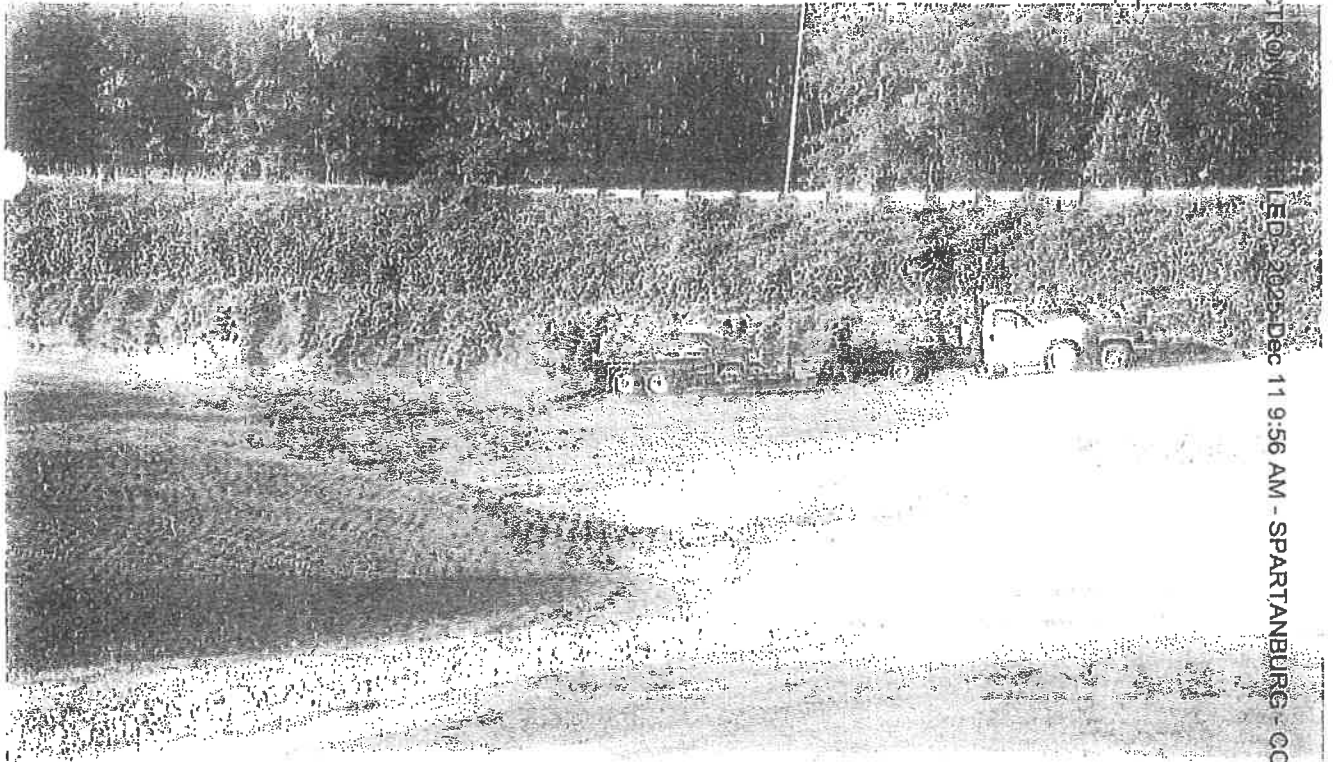
s/ J. Mark Hayes, II #2132

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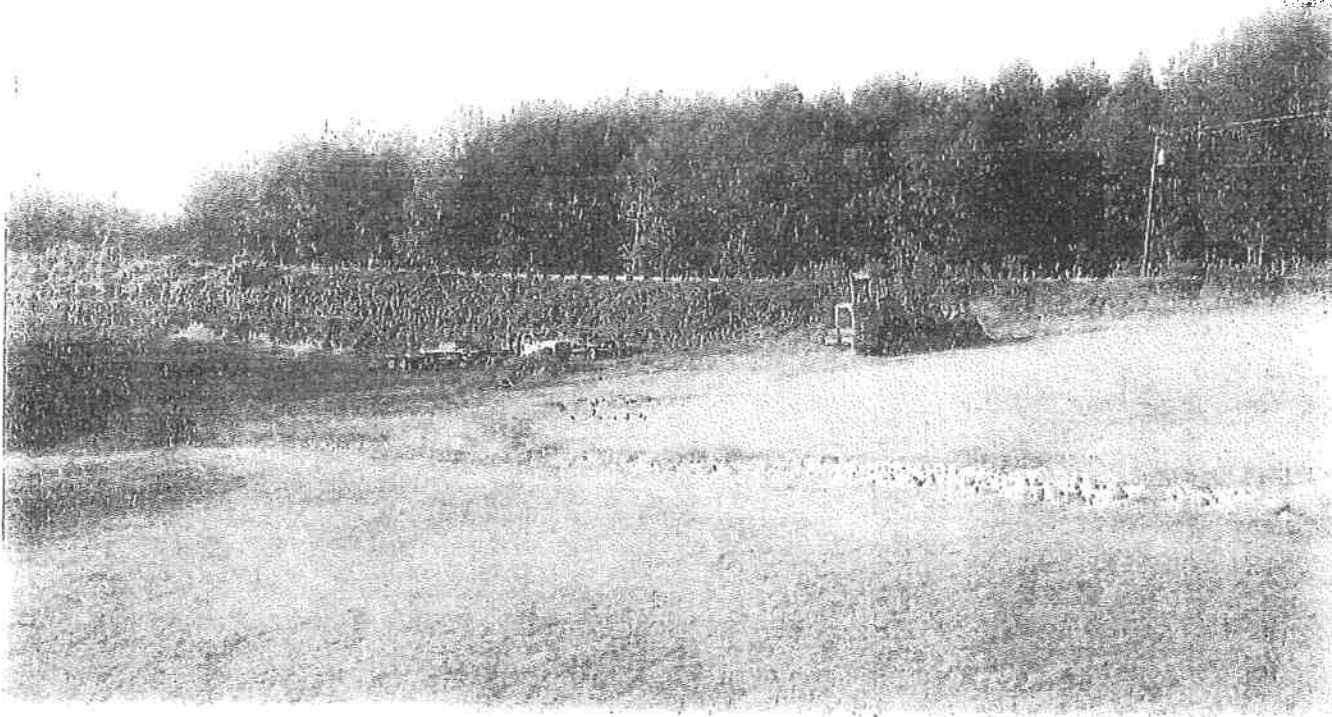
# Exhibit B

#2



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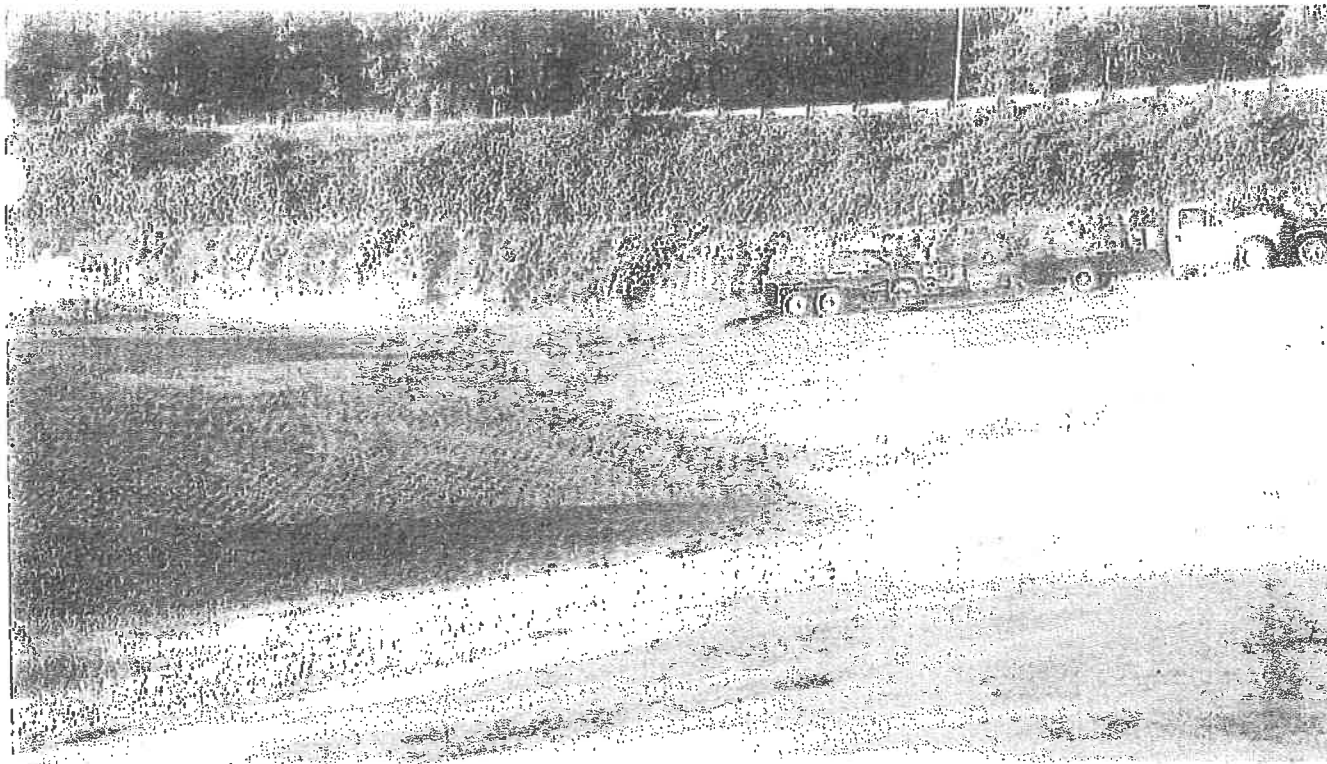
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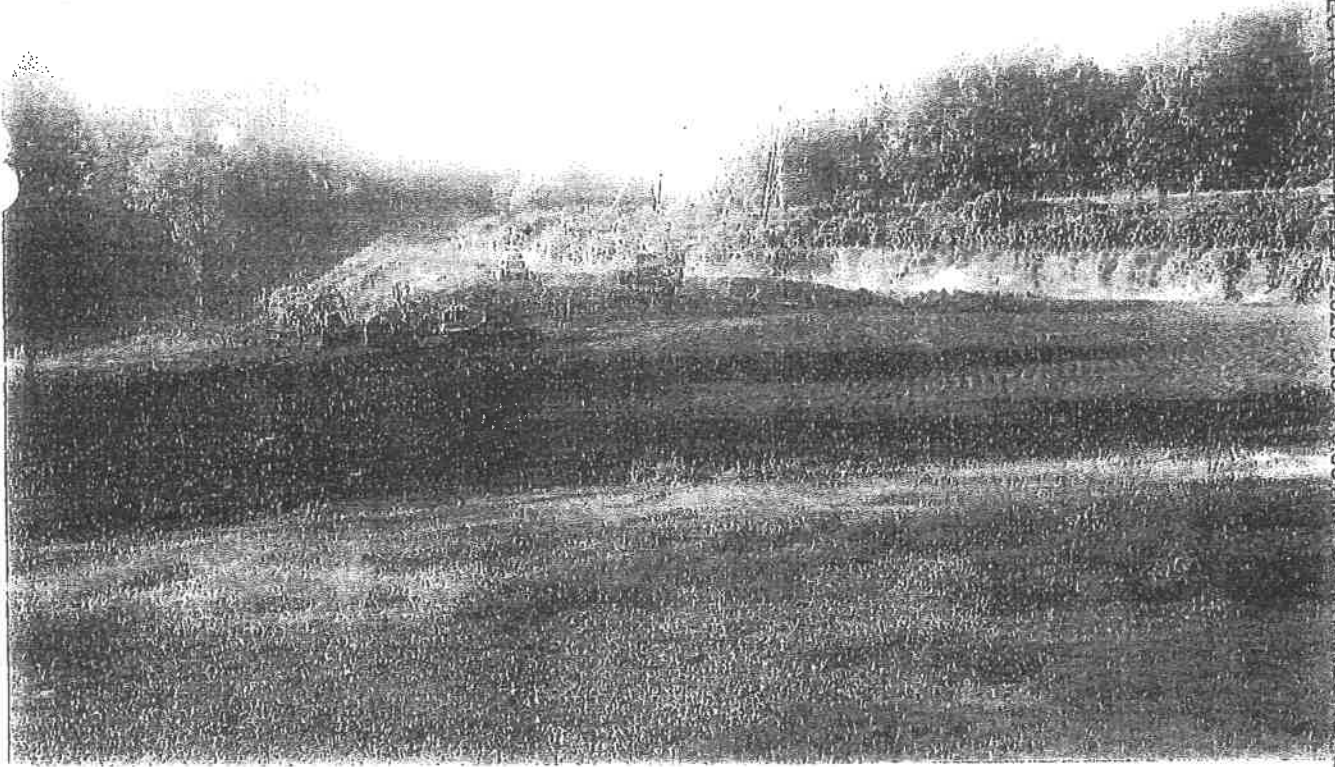
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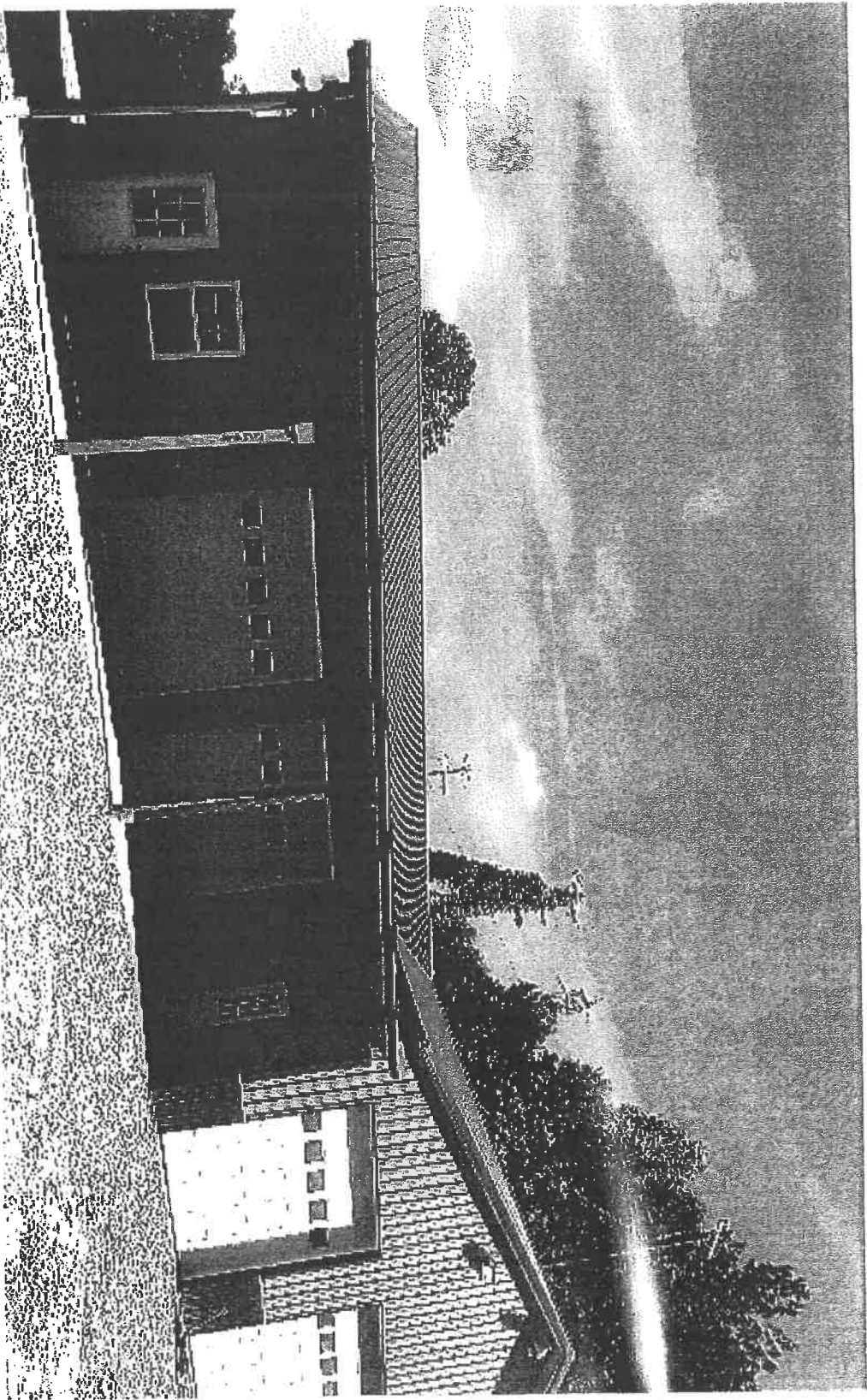
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5 CAR GARAGE/WORKSHOP - 2648 RAINBOW LAKE ROAD, INMAN, SC

PROMISSORY INSTALLMENT NOTE

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned Borrowers, jointly and severally do hereby promise to pay to LC Mason Etc (Lender), the amount of \$ 55,134.50, together with interest accrued at the rate of 10 percent (10%) per MO, compounded       . Said amount is to be payable in 12 installments of \$4,694.50 the first of which is due on or before 9-31-16 and following payments to be made on the 31st of each month.

Payments shall be made in the following fashion:

In person or by mail

This Note shall be considered in default if Borrowers are more than one (1) payment late. In case of such default, Borrowers agree to pay all reasonable expenses, including court costs and attorney fees, incurred during collection proceedings.

This note may be paid in full at any time without penalty charge.

This Note acknowledges an outstanding account balance exists with the Borrowers, and it is understood that this instrument is not to be construed as a separate obligation.

[Signature] 8-31-16  
Borrower Date

[Signature] 8-31-16  
Borrower Date  
[Signature] 8-31-16  
Witness Date

DATE	ITEMS	POL.	DEBITS	CREDITS	BALANCE
03/16					53.45
03/16	VR # 10687			2500	2446.55
03/16	VR # 10687			4000	1846.55
03/16	VR # 10687			3988	1457.67
03/16	VR # 10687			1774	1280.67
03/16	VR # 10687			15	1265.67
03/16	VR # 10687			3000	965.67
03/16	VR # 10687			6995	2629.67
03/16	VR # 10687			500	2129.67
03/16	VR # 10687			200	1929.67
03/16	VR # 10687			500	1429.67
03/16	VR # 10687			1500	2929.67
03/16	VR # 10687			659.67	3589.34
03/16	VR # 10687			1659.67	5249.01

801-0652

Appl. City MTR. 2650 Rainbow Lake Rd. Tumbler, SC 29386

1001 for Bldg. INDIVIDUAL @ 4619.54 credit 5/19/17 mt. 9-3-16

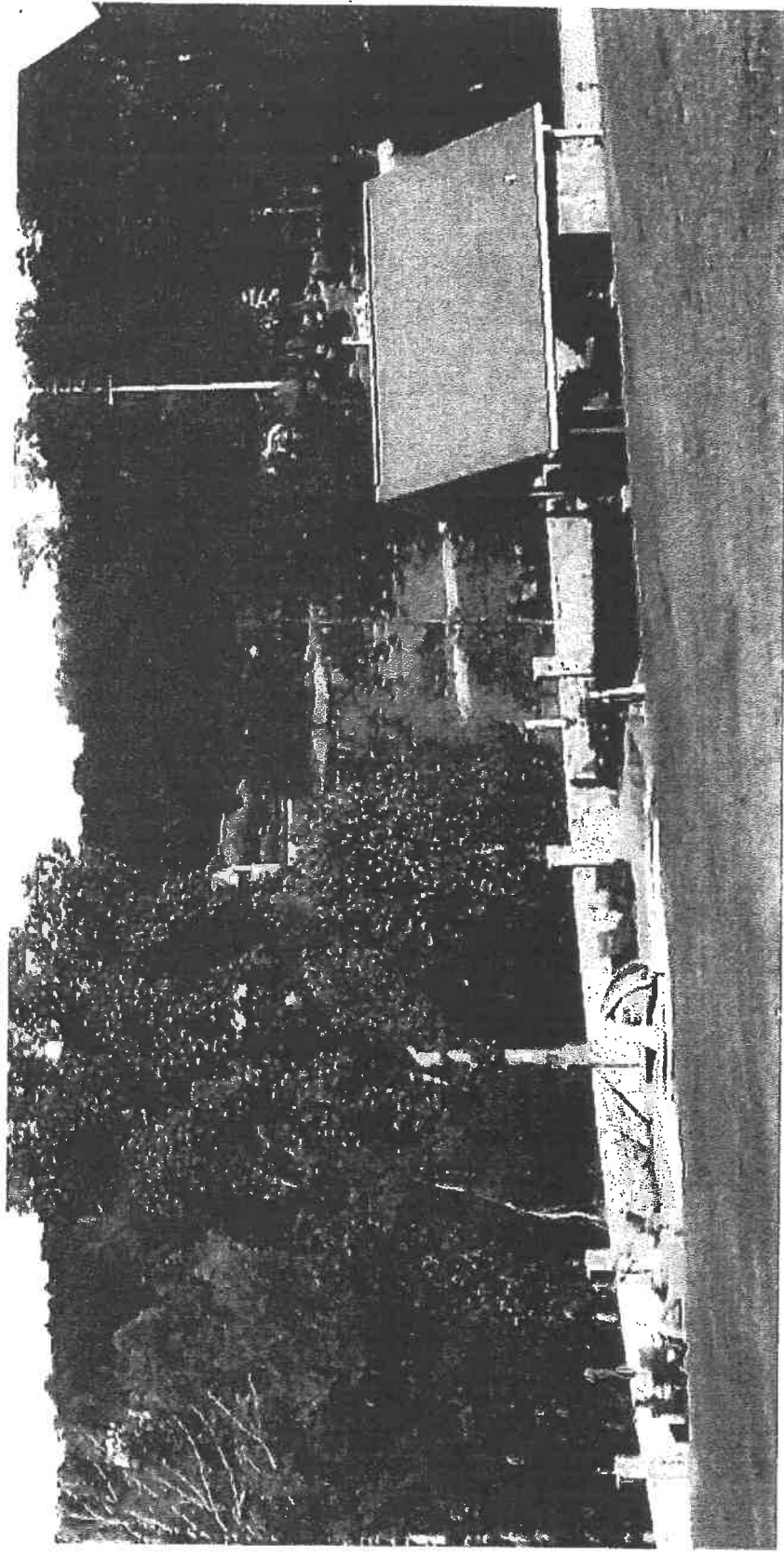
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14-095

1923 National Brand

# Exhibit C

TT # 28



Residence: 2650 Rainbow Lake Rd, Inman SC 10/13/2018 Pool Area

PROMISSORY INSTALLMENT NOTE

FOR GOOD AND VALUABLE CONSIDERATION, the undersigned Borrowers, jointly and severally do hereby promise to pay to LEMASON ENT TRUST (lender), the amount of 52800.00, together with interest accrued at the rate of 10 percent (10%) per month compounded MO. Said amount is to be payable in 12 installments of 4400, the first of which is due on or before 7-14-17, and following payments to be made on the 14th of each month.

Payments shall be made in the following fashion:

In person OR by mail

This Note shall be considered in default if Borrowers are more than one (1) payment late. In case of such default, Borrowers agree to pay all reasonable expenses, including court costs and attorney fees, incurred during collection proceedings.

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Borrower

Date

6-14-17

Borrower

Date

Witness

Date

[Signature]

6-14-17

[Signature]



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SPARTANBURG )

IN THE COURT OF COMMON PLEAS

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Lewis C. Mason Revocable Trust )  
Dated September 6, 2001, as )  
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2008, d/b/a L. C. Mason )  
Enterprises )

**CERTIFICATE OF SERVICE**

Plaintiffs, )

vs. )

CA No. 2018-CP-42-03579


Nabil E. Saleh, Amanda Shadon )  
Miller and Sparkle City Motors, )

Defendants. )

IT IS HEREBY CERTIFIED that a copy of the filed Motion to Alter with Exhibits in the above caption action was served upon the following, by placing in the United States Mail, and via E-mail address as follows:

Gary L. Compton, Esquire  
296 S. Daniel Morgan Avenue  
Spartanburg, SC 29306  
gary@garylcompton.com

**TALLEY LAW FIRM, P.A.**

  
Jennifer Anderson, Paralegal

December 11, 2025

STATE OF SOUTH CAROLINA  
COUNTY OF SPARTANBURG

Charna Henson, as Trustee of the Lewis C. Mason Revocable Trust Dated September 6, 2001, as Amended and Restated June 19, 2008, d/b/a L. C. Mason Enterprises,

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SEVENTH JUDICIAL CIRCUIT

C/A No.: 2018-CP-42-03579  
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**AND**

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MOTION TO LIFT AUTOMATIC STAY**

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**ANALYSIS**

**I. Attorney’s Fees and Costs**

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and costs in the amount of \$79,030.98 as requested in Plaintiff's proposed order and justified in Plaintiff's attorney fee affidavit.

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## **II. Automatic Stay**

Generally, "the service of a notice of appeal in a civil matter acts to automatically stay matters decided in the order, judgment, decree or decision on appeal, and to automatically stay the relief ordered in the appealed order, judgment, or decree or decision." S.C. App. Ct. R. 241(a). "After service of notice of appeal, any party may move for an order lifting the automatic stay in

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<sup>2</sup> See Final Order dated September 4, 2024, at 6-9 (where this Court's concerns are more fully expressed.)

<sup>3</sup> The UFTPA claim was unsuccessful because the Defendants failed to meet the burden of proof on the element of damages.

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Notwithstanding, the present motion seeks to lift the appeal's automatic stay and allow the lis pendens to be canceled. Based on the information and arguments provided during the hearing, Miller desires to market the home for sale. Plaintiff will not remove the lis pendens, unless a bond is issued for the entire amount of damages (\$786,000) it claims against the Defendants—an amount Miller contests is not limited to the equitable mortgage claim.

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**CONCLUSION**

For the reasoning provided herein, this Court **AWARDS** Plaintiff \$79,030.98 in attorney fees and costs against Defendants Saleh and Sparkle City Motors and **DENIES** Defendant Miller's Motion to Lift Automatic Stay.

**IT IS SO ORDERED.**

---

**Honorable J. Mark Hayes, II**  
Presiding Judge

November \_\_, 2025  
Spartanburg, South Carolina

*{Electronic Signature Page to Follow}*



**Spartanburg Common Pleas**

**Case Caption:** Charna Henson, As Trustee VS Nabil E. Saleh , defendant, et al  
**Case Number:** 2018CP4203579  
**Type:** Order/Lift Automatic Stay

**IT IS SO ORDERED**

s/ J. Mark Hayes, II #2132

Electronically signed on 2025-11-26 16:19:10 page 5 of 5