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**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM BERKELEY COUNTY  
Court of Common Pleas  
Dale Van Slambrook, Circuit Court Judge

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Appellate Case No. 2025-000410

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Sandra Carpenter-Lingle,

v.

Ami Carpenter.

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**INITIAL BRIEF OF RESPONDENT**

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MANLEY & HALVERSTADT, L.L.C.

s/ Matthew C. Halverstadt

BY:

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Dated at N. Charleston, SC  
this 3<sup>rd</sup> day of April, 2026.

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## **STATEMENT OF ISSUES ON APPEAL**

1. As appealed by Appellant, did the trial court err by concluding there was no clear and unequivocal oral agreement for the purchase of the home and real estate located at 1206 Creek Stone Way, Hannahan, South Carolina to satisfy part performance for removal from the Statute of Frauds?

2. As appealed by Appellant, did the trial court err by granting Respondent's request for a directed verdict as such pertained to Appellant's request for a mechanic's lien to be placed against the home and real estate located at 1206 Creek Stone Way, Hannahan, South Carolina?

## **STATEMENT OF THE CASE**

This appeal arises from consolidated civil actions filed by the Appellant, Sanra Carpenter-Lingle (hereinafter referred to as "Appellant"), in the Berkeley County Court of Common Pleas. The Appellant filed an action for a mechanic's lien, Case No.: 2023-CP-08-03109, and an action for claim and delivery and possession, Case No.: 2023-CP-08-03110, however, these actions were later consolidated, by consent of the parties, under Case No.: 2023-CP-08-03110. Both of these actions, while later consolidated under the singular case caption, were with regard to the home and real estate located at 1206 Creek Stone Way, Hannahan, South Carolina (hereinafter referred to as "Property") that is/was legally titled in the name of the Respondent, Ami Carpenter (hereinafter referred to as "Respondent").

The parties consented to these causes of actions being heard by way of a bench trial, which was overseen and adjudicated by the Honorable Dale E. Van Slambrook. The bench trial was held at the Berkeley County Court of Common Pleas on October 8, 2024, with a Final Order being issued by the Honorable Court on November 21, 2024. The Circuit Court's Final Order determined that the Appellant failed to prove, by a preponderance of the evidence, that she had a clear and unequivocal oral agreement with the Respondent to establish she had satisfied the part performance exception to the Statute of Frauds for Appellant to purchase the Property from Respondent (see Final Order, Pages 5-6, Paragraphs 10-12). Furthermore, the Circuit Court found that the lease agreements presented at

trial by Respondent undermined the Appellant's assertion of an oral agreement to purchase the Property from Respondent.

With regard to Appellant's case for a mechanic's lien to be issued against the Property, the Circuit Court granted Respondent's motion for a directed verdict because the Appellant failed to present a case to establish a cause of action for a mechanic's lien as required under S.C. Code Ann. §29-5-10, and accordingly, awarded Respondent the sum of \$11,040.90 in attorney's fees and costs, per said statute, as the prevailing party on the issue Appellant's requested mechanic's lien.

Thereafter, Appellant timely filed a Motion to Alter or Amend, pursuant to South Carolina Rules of Civil Procedure, Rule 59(e), on December 2, 2024. The Appellant's Motion to Alter or Amend was denied by the Circuit Court, without conducting a hearing, and ruled solely upon the written record and the briefs presented by each party, which were filed at the Court's request (see Form 4 Order denying Appellant's Motion to Alter or Amend, Page 1-2).

This appeal now follows.

#### **STATEMENT OF FACTS**

The Property in dispute in this matter was originally purchased by the Respondent in October of 2016, which Respondent purchased as an investment property while also trying to help out her brother, Joseph Carpenter (hereinafter referred to as "Joseph") while he was going through custodial litigation with his ex-wife (see Final Order, Page 2, Paragraph 3). In an effort to allow Joseph to show a stable residence for custodial purposes while involved in contested litigation involving his children, Respondent agreed to title the property in her name, as well as in Joseph's name. Having stated the same, the Respondent testified that she further purchased the Property as an investment, in lieu of another investment opportunity she could have made with another brother, Ed Carpenter, and his finance company (see Transcript, Page 136) (also see Final Order, Page 4, Paragraph 8.a.). Respondent testified that she was likely to earn a ten percent (10%) return on the investment

opportunity with her brother's finance company (see Transcript, Page 133), and due to such she agreed to rent the Property to Joseph for an amount equal to the mortgage plus ten percent (10%).

Upon purchasing the Property, it is undisputed that Joseph and Appellant moved into the home, nor is it disputed that Joseph, and/or Appellant, made monthly payments to Respondent that covered the monthly mortgage, and per Respondent's testimony also covered the 10% return on investment she would have otherwise received from investing with her brother's finance company. To further detail the fact that the payments made by Joseph and/or Appellant, Joseph signed lease agreements, electronically, with Respondent regarding the Property despite the fact that he was also a title holder to the property. Respondent testified to the fact that Joseph signed rental agreements with her because he was a tenant, and never had any actual ownership of the home (see Transcript, Page 134). Joseph even testified to the fact that he had signed a lease agreement (see Transcript, Page 114). The Circuit Court found that these lease agreements, signed by Joseph, clearly undermined Appellant's assertion of having an agreement for an ownership interest in the Property (see Final Order, Page 6, Paragraph 11). Joseph signed a quitclaim deed transferring all right, title, and interest in the Property to Respondent in November of 2020, which was more than a year before Appellant filed for divorce proceedings against Joseph (see Transcript, Page 137), the same having taken place several months before Joseph and Appellant separated from one another, which preceded Appellant's divorce filing in December of 2021 (see Transcript, page 137).

Following Appellant's separation from Joseph, and Joseph moving out of the Property in June of 2021, all rent payments being made to Respondent ceased (see Final Order, Page 4, Paragraph 9). At such time Respondent sought to have Appellant evicted from her Property in Magistrate's Court, however, Appellant claimed the Property to be Appellant's marital property causing the Magistrate to not rule on the request to evict until there was a determination by the Family Court regarding whether the Property was marital property controlled by the jurisdiction of the Family Court (see Final Order,

Page 4, Paragraph 9.a.). After a determination that the Property was not marital property subject to the jurisdiction of the Family Court, Respondent renewed her request to have Appellant evicted/ejected from the Property, which was granted by way of a Warrant of Ejectment and resulted in Appellant having to be removed from the Property with the assistance of the Berkeley County Sheriff's Department (see Final Order, Page 5, Paragraph 9.c.). Appellant then appealed her being ejected from the Property to the Berkeley County Court of Common Pleas, which was denied by the Honorable Jennifer B. McCoy, in Case No.: 2023-CP-08-0962. The Appellant never appealed this decision, and subsequently filed the consolidated cases, under Case No.: 2023-CP-08-03110, from which this appeal now comes.

#### **STANDARD OF REVIEW**

Pursuant to well established case law in South Carolina, in a non-jury civil trial, the appellate court will not disturb the trial court's factual findings unless they are wholly unsupported by the evidence or controlled by an error of law. *Townes Assocs., Ltd. V. City of Greenville*, 266 S.C.81, 221 S.E.2d 773 (1976). Questions of law, including the interpretation of statutes, or questions in equity, such as part-performance, are reviewed *de novo*. *Seels v. Smalls*, 437 S.C. 167, 877 S.E.2d 351 (2022). However, while *de novo* review applies, the court recognizes the superior position of the trial judge on credibility. *Simmons v. Simmons*, 392 S.C. 412, 709 S.E.2d 666 (2014).

A trial court's ruling on a motion to alter or amend judgment under Rule 59(e), SCRPC, is reviewed for abuse of discretion. *Arnold v. State*, 309 S.C. 157, 420 S.E.2d 834 (1992). An abuse of discretion occurs when the conclusions of the trial court are without reasonable factual support, or are based on an error of law. *Conner v. City of Forrest Acres*, 363 S.C. 460, 611 S.E.2d 905 (2005).

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## ARGUMENT

**1. The trial court did not err in determining there was no clear and unequivocal agreement to satisfy part-performance to remove the necessity of a written contract for the purchase of the Property to be removed from the Statute of Frauds.**

South Carolina's Statute of Frauds requires contracts for the sale of land to be in writing. S.C. Code Ann. § 32-3-10(4). However, courts of equity may enforce an oral agreement concerning the purchase of land where there has been sufficient part-performance of a clear and unequivocal agreement. *Gibson v. Hryzikos*, 293 S.C. 8, 358 S.E.2d 173 (Ct. App. 1987). Said case specifically states that "Courts of equity will decree the specific performance of an oral agreement for acquisition of an interest in land, despite the statute of frauds, where sufficient part performance has occurred." *Id.* "In order to compel specific performance, a court of equity must find: (1) clear evidence of an agreement; (2) that the agreement has been partly carried into execution on one side with the approbation of the other; and (3) that the party who comes to compel performance has performed on his party, or has been and remains able and willing to perform his part of the contract." *Id.* Furthermore, "a party seeking to show part performance by possession and improvements must show acts which relate clearly and unequivocally to the agreement, exclusive of any other relation between the parties touching the agreement." *Id.* Furthermore, in the instant case, the Respondent is informed and believes these acts of part performance as alleged by Appellant are clearly explainable by some other relationship such as landlord-tenant, i.e. the Respondent established during trial that Appellant's monthly payments were for rent, as the Appellant's own witness, Joseph, testified to the fact that he did execute a lease agreement with Respondent (see Transcript, Page 114, 134).

**A. The evidence at trial did not establish a clear and unequivocal agreement between the Appellant and Respondent to remove the purchase of Property to be removed from the Statute of Frauds.**

Although, Appellant contends that the parties had a clear and unequivocal agreement for

Appellant and Joseph to eventually purchase the Property from Respondent at some future point, the evidence the trial court deemed to be relevant and credible was that the terms of this alleged, oral agreement were never clear, nor did Appellant present anything during trial to lead the trial court to believe her actions while in possession of the Property related clearly and unequivocally to her acting upon her alleged oral agreement (see Final Order, Page 6, Paragraph 11). Conversely, the trial court found Respondent's presentment of multiple, yearlong leases executed by Joseph while Joseph and Appellant resided in the Property undermined Appellant's assertion of an agreement for an ownership interest in the Property (see Final Order, Page 6, Paragraph 11).

In relation to *Gibson v. Hryzikos*, Respondent is informed and believes that the facts, based upon what the trial court found to be credible, of the instant case greatly differ to that of the facts established in *Gibson*. In *Gibson*, first and foremost, the dispute as to the removal from the Statute of Frauds was in relation to a lease agreement, not the purchase and real property as in this case. Furthermore, the parties in *Gibson* to the disputed lease agreement both testified as to the orally agreed upon lease terms, to include, but not necessarily limited to, a term of years, and an increase in the monthly rental amount in comparison to the prior person's lease agreement that Gibson was assuming.

In the instant case, in a light most favorable to Appellant, Appellant testified that the oral agreement was for Respondent to purchase the Property on behalf of Appellant and Joseph, that Appellant and Joseph would make monthly payments that covered the mortgage plus a 10% payment towards Respondent's initial downpayment, and that Appellant and Joseph would later refinance the mortgage balance to transfer title of the Property from Respondent to Appellant and Joseph (see Transcript, Page 11, 17).

Conversely, in a light most favorable to Respondent, which the trial court found to be credible and ruled accordingly, Respondent testified to the fact she did purchase the Property to help out Joseph during his contested custody litigation, but also such was purchased as an investment property in lieu

of making a different investment with another brother's finance company, that the monthly payments made to her were pursuant to lease agreements and the amount of said rent was equal to the mortgage plus the 10% return on investment she would have likely otherwise received from the investment with her other brother's finance company (see Transcript, Page 133, 134). Even though Respondent testified under oath that Appellant and Joseph might have potentially purchased the Property from her, she further testified that Appellant and Joseph never took any of the necessary steps to make refinancing the home a possibility or show pre-approval for a loan (see Transcript, Page 135). Appellant even testified to the fact that she never had any refinancing lined up, at least not in her name, nor even sought pre-approval for a home loan to refinance the existing mortgage out of Respondent's name (see Transcript, Page 86, 89-90).

To conclude on this point of contention, again, in *Gibson*, both parties confirmed the terms of an agreement for the lease, whereas, the parties in the instant case testified to vastly different terms of an "oral agreement", and Appellant did not even perform on the terms of the agreement as she contended should have happened. The trial court considered this evidence and determined there was no clear and unequivocal agreement between the parties. Respondent, again, asserts to the Court of Appeals that while de novo review applies, the court is to recognize the superior position of the trial judge on credibility. *Simmons v. Simmons*, 392 S.C. 412, 709 S.E.2d 666 (2014). The trial court was in the best position to determine the credibility of the evidence presented, and in the instant case it determined Respondent's testimony and evidence was more credible, while also noting the Appellant failed to present clear and unequivocal terms of an agreement to have the purchase of Property removed from the Statute of Frauds (see Final Order, Page 6, Paragraph 11).

**B. Appellant admitted she did not perform on the terms of the alleged oral agreement she contends she had with Respondent. Likewise, the evidence presented, even by Appellant, confirmed that Respondent wanted to sell the Property and Appellant never acted in a manner**

**to purchase the same from Respondent.**

Appellant testified that her alleged agreement was to include that she and Joseph would make all monthly payments and refinance the existing mortgage out of Respondent's name. Despite having testified to those alleged terms of an oral agreement, Appellant testified and admitted that she stopped making the monthly payments (see Transcript, Page 52) at some point after her and Joseph separated from one another, whereas, Respondent testified that after Appellant and Joseph separated in June of 2021, Respondent received no further monthly rent payments (see Transcript, Page 139-140). To further this point, and in addition to stop making all monthly payments, Respondent is informed and believes that Appellant failed to perform on Appellant's alleged agreement in that she never sought financing to have the existing mortgage removed from Respondent's name. The testimony, of both Appellant and Respondent, that the trial court had before it when it made the determination of no clear and unequivocal agreement, was that Appellant and Joseph never secured financing, nor even sought pre-approval for financing to purchase this Property from Respondent (see Transcript, Page 86, 89-90, and 135). Respondent would further show that the text messages/emails Appellant presented at trial confirmed Respondent needed to sell the property and Appellant and Joseph took no further steps to refinance the property out of Respondent's name (see Transcript, Page 33, 36, 42, 44, 69, 71)

Respondent provides this information regarding the cessation of monthly rent payments and the fact no financing was ever sought by Appellant and Joseph to show that Appellant did not even continue to perform on the agreement terms as stated by Appellant that were to take place. By providing such information in no way is an admission of Respondent that the Appellant's alleged oral agreement was in fact true. It is simply being offered to show she did not even perform on the "agreement" Appellant claims to be true. As such, Respondent is informed and believes the trial court properly determined there was no clear evidence of an unequivocal agreement for the Property to have been purchased by Appellant and/or Appellant and Joseph.

**2. The trial court did not err in determining the Appellant failed to meet the statutory requirements necessary to have a mechanic's lien placed against the property, and the award of attorney's fees was therefore appropriate.**

Appellant filed Case No.: 2023-CP-08-03109 seeking to have a mechanic's lien placed against Respondent's property on a *pro se* basis. Furthermore, said Complaint made significant reference to having provided work for air condition problems, the building and/or making repairs of a fence, etc. (see Appellant's Complaint in Case No.: 2023-CP-08-03109), all of which Respondent is informed and believes are actions one may take in actually filing for a mechanic's lien had Appellant actually been someone who was statutorily permissible to do so. Respondent is informed and believes Appellant made such claims in relation to someone whom performed labor, or furnished materials, as is required by S.C. Code Ann. § 29-5-10 for a mechanic's lien to be placed upon real property. The trial court heard the Appellant's testimony and reviewed her Complaint with regard to the allegations she made, and correctly determined Appellant did not meet the necessary requirements she pled for, and thereafter awarded attorney's fees and costs as is required under the mechanic's lien statutes for the prevailing party (see Final Order, Page 8, Paragraph 13.c., to include all subparagraphs therein).

**A. Liberal construction of Appellant's *pro se* pleadings does not warrant nor require the trial court to construct requests for relief on Appellant's behalf.**

Appellant contends the trial court erred in ruling in Respondent's favor with a directed verdict on Appellant's claim for a mechanic's lien because the trial court did not construe Appellant's pleadings liberally due to the fact she filed such cause of action on a *pro se* basis. While Respondent acknowledges that South Carolina Rule of Civil Procedure, Rule 8(f) provides that "all pleadings shall be so construed as to do substantial justice" as stated by Appellant, said Rule 8(f) goes on to state "to all parties". "To all parties" is the crucial element of said Rule that Appellant is not acknowledging with her claim for appellate relief. The Appellant was the author of her own pleadings, and she claimed

she was entitled to a mechanic's lien, and she failed to provide sufficient evidence as to why such should be granted, despite attempting to change the tone and nature of her claim while at trial.

Respondent further contends that South Carolina Rule of Civil Procedure, Rule 8(a) specifically states "a pleading which sets forth a cause of action, whether an original claim, counterclaim, cross-claim, or third-party claim, shall contain (1) a short and plain statement of the grounds including facts and statutes upon which the court's jurisdiction depends, unless the court already has jurisdiction to support it, (2) a short and plain statement of the facts showing that the pleader is entitled to relief, and (3) a prayer or demand for judgment for the relief to which he deems himself entitled." Of important note with regard to this appeal is that Appellant set forth the relief in her Complaint that she believed she was entitled, and Respondent had to rely upon the requested relief in Appellant's Complaint to defend the same. Respondent knows of no grounds in which Appellant can simply change the cause and nature of her claim for relief by changing her cause of action at trial.

Respondent acknowledges that this Court is required to liberally construe *pro se* pleadings, as stated in *Estelle v. Gamble*, 429 U.S. 97 (1976). Furthermore, that there is a less stringent standard for review of *pro se* pleadings than those drafted by attorneys. *Hughes v. Rowe*, 449 U.S. 5 (1980) per curiam). The liberal construction afforded *pro se* pleadings means that if the court can reasonably read the pleadings to state a valid claim, it should do so, but a district court may not rewrite a petition to "conjure up questions never squarely presented" to the court. *Beaudett v. City of Hampton*, 775 F.2d 1274, at 1278 (4<sup>th</sup> Cir. 1985), *cert. denied*, 475 U.S. 1088 (1986). The requirement of liberal construction does not mean that the court can ignore a clear failure in the pleading to allege facts which set forth a claim currently cognizable in a federal district court. *Weller v. Dep't. of Soc. Servs.*, 901 F.2d 387 (4<sup>th</sup> Cir. 1990).

Appellant's Complaint for a mechanic's lien never alleges she is entitled to relief from unjust enrichment, constructive trust, or equitable lien as now claimed in this appeal of Appellant, even if so

alluded to at trial. Respondent is informed and believes she was entitled to be put squarely on notice of what Appellant sought by way of her Complaint. The mere fact Appellant later claimed she did not have the requisite knowledge of what she was asking for is not grounds for overturning the trial court's determination that she failed to meet the statutory requirements of what she plead and asked relief for. Furthermore, as stated above in *Beaudett*, the court cannot rewrite the Appellant's Complaint to create these new claims for different equitable relief that Appellant now asserts on appeal.

**B. The trial court did not err in denying Appellant's request for a mechanic's lien, wherefore, by statute an award of attorney's fees was warranted.**

S.C. Code Ann. § 29-5-10 (a) states in part, "a person to whom a debt is due for labor performed or furnished or for materials furnished and actually used in the erection, alteration, or repair of a building or structure upon real estate or the boring and equipping of wells, by virtue of an agreement with, or by consent of, the owner of the building or structure, or a person having authority from, or rightfully acting for, the owner in procuring or furnishing the labor or materials shall have a lien upon the building or structure and upon the interest of the owner of the building or structure in the lot of land upon which it is situated to secure the payment of the debt due to him. The costs which may arise in enforcing or defending against the lien under this chapter, including a reasonable attorney's fee, may be recovered by the prevailing party." Respondent is informed and believes that this statute speaks for itself in that the trial court had the discretion to determine whether a reasonable attorney's fee should be awarded with regard to the defense of Appellant's claim for a mechanic's lien to be placed against the Property. The trial court reviewed all pleadings, heard Appellant's case-in-chief, and awarded a directed verdict against the same.

No one forced Appellant to file an action seeking a mechanic's lien on *pro se* basis, so to assert she should not be held accountable for her actions is without merit. Appellant admitted during her testimony she had no requisite knowledge as to what she was doing when she sought a mechanic's

lien, which some may liken to the filing of a frivolous law suit that would otherwise be sanctionable by attorney's fees as well. The trial court ruled within its discretion, and again, was in a far superior position to determine credibility of the parties and/or evidence presented, wherefore, Respondent is informed and believes that the court's award of attorney's fees should not be disturbed. Furthermore, as previously stated, the court may not conjure up requests for relief, nor rewrite pleadings for a *pro se* litigant, and in the instant matter the Appellant sought a mechanic's lien and thus should be held accountable for the same.

### CONCLUSION

For the reasons stated hereinabove, Respondent is informed and believes that this Honorable Court should not disturb the Final Order of the trial court, and respectfully requests that it dismiss the appeal of Appellant, with prejudice. Respondent is further informed and believes the trial court was in a superior position to determine the credibility of the evidence presented, ruled accordingly, and to allow such to be set aside for a new trial or allow for a restitution determination as requested by Appellant would only serve an injustice to Respondent and undermine the trial court's ability to rule upon what was presented at the time of trial as this appeal should not serve as a proverbial "second bite at the apple".

MANLEY & HALVERSTADT, L.L.C.

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Dated at N. Charleston, SC  
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