

Kenneth L. Edwards

P.O. Box 1563

Hollywood, S.C. 29449

843) 437-5798

SC Bar 62877

klorenzoedwards@yahoo.com

RECEIVED

MAY 14 2026

SC Court of Appeals

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STATE OF SOUTH CAROLINA) APPELLANT'S
COUNTY OF CHARLESTON) COUNTER-AFFIDAVIT TO
_____) RESPONDENT'S AFFIDAVIT FOR DEFAULT

PERSONALLY appeared before me the undersigned Appellant, Kenneth L. Edwards, who, after being duly sworn, deposes and says the following;

1. On March 20, 2024, Attorney C. Brandon Belger, via certified mail, return receipt requested, mailed Notice and Opportunity to Cure to Kenneth L. Edwards 4532 Hwy 162 Hollywood, S.C. 29449. The green card was returned to C. Brandon Belger revealing no mail receptacle (NMR) at 4532 Hwy 162 Hollywood, S.C 29449. PLEASE INFORM SENDER MAIL SHOULD BE ADDRESSED TO YOUR POST OFFICE BOX 1563, HOLLYWOOD, S.C. 29449. Tab A
2. On March 22, 2024, Attorney C. Brandon Belger, via certified mail, return receipt requested, mailed Notice and Opportunity to Cure to Kenneth L. Edwards 120 Springhall Drive, Suite E Goose Creek, SC 29445. The green card was returned to C. Brandon Belger. The contents of the mail revealed representation by C. Brandon Belger on behalf of Respondents. The contents of the mail also revealed and INVESTIGATION REPORT, dated February 24, 2024, defining the analysis of the quality of the construction work, by Contractor Richard McDaniel. Page 2 of the report states: "The City of Charleston issued a permit to Kenneth Edwards on June 18, 2021, for renovation work to be performed at 56 Dunneman Ave." I do not have any information concerning the working relationship between the Contractor and Kenneth Edwards." Tab B
3. On March 28, 2024, APPELLANT Answered the Notice and advised C. Brandon Belger that APPELLANT pulled the permit only for the renovation at 56 Dunneman Ave, and; that APPELLANT shares no working relationship with Richard McDaniel or his entities. Tab C
4. Later, the Appellant was served with the Summons and Complaint on August 14, 2024. Tab D
5. The South Carolina E-Filing System, after service on August 14, 2024, refused to accept from the PRO SE APPELLANT the Answer, Affirmative Defenses, Cross-Complaint, after numerous unsuccessful uploading attempts, between August 14, 2024 and September 24, 2024.
6. Then and there, THE PRO SE APPELLANT, on September 6, 2024, hand-delivered the copy of the Answer, Affirmative Defenses, and Cross-Complaint to Attorney C. Brandon Belger, at his office, 1058 East Montague Avenue, N. Charleston, S.C 29406. Tab E

7. Attorney C. Brandon Belger refused to acknowledge written receipt of the Answer, Affirmative Defenses and Cross-Complaint, stating he would personally up-load the Answer, Affirmative Defenses, and Cross Complaint through his E-Filing System. In reliance on statements of Attorney C. Brandon Belger, the professional courtesy, integrity and good moral character and ethics of C. Brandon Belger, APPELLANT departed the office of Belger without the Acknowledgement of Service.
8. Further, on September 6, 2024, PRO SE APPELLANT hand-delivered the Answer, Affirmative Defenses, Cross-Complaint to Charleston County Common Pleas Clerk of Court for E-Filing through the portal at the court.
9. It later appeared either clerical error, mistake, or omission was made with the E-Filing for PRO SE APPELLANT for the September 6, 2024, dated Answer, Affirmative Defenses, and Cross-Complaint.
10. Not only was the Answer, Affirmative Defenses and Cross-Complaint absent from the court's file, but the Answer, with the Affirmative Defenses and Cross-Complaint was never returned to P.O. Box 1563 Hollywood, S.C 29449, after September 6, 2024.
11. Much later, the Answer, Affirmative Defenses, Cross-Complaint reflects electronically filed 2025 August 20, at 2:40 P.M. Charleston Common Pleas Case No: 2025CP1004653. Tab F
12. The above-styled case is numbered: 2024-CP-10-03531.
13. It was later discovered on September 24, 2024, Attorney C. Brandon Belger, filed an entry of default against PRO SE APPELLANT; Tab G
14. The lower court erred in finding and concluding : "no explanation for entry of default is offered."
15. On February 26, 2025, Attorney C. Brandon Belger at 11:12 A.M. E-Filed and scheduled a Motion Hearing for Damages (UNLIQUADATED DAMAGES) for Wednesday, March 26, 2025, at 3:30 P.M. No Notice and opportunity to be heard was provided PRO SE APPELLANT. Tab G
16. Pursuant to Rule 5 (a) SCRCPP, Notice of any trial or hearing on Unliquidated Damages shall also be given to parties in Default by first class mail to the last known address of such party, whether or not such party, has appeared in the action.
17. The Attorney Information System shows Kenneth L. Edwards P.O. Box 1563 Hollywood, S.C 29449.
18. Attorney C. Brandon Belger misrepresented facts to Charleston County Court of Common Pleas on March 26, 2025 at 3:30 P.M. Tab G
19. Page 2 of the Certificate of Service authored by Attorney C. Brandon Belger for Case No: 2024-CP-10-03531, certifies true and complete copy of Plaintiff's Notice of Motion and Motion for Damages Hearing in the above-captioned matter was served

by placing same with the United States Postal Service, postage prepaid, and mailing to the below address: Kenneth L. Edwards 4532 Hwy 162 Hollywood, S.C 29449.

20. The ADDRESS VERIFICATION FROM SYNDNEY ELISE LYONS, CHARLESTON COUNTY PLANNING AND ZONING DEPARTMENT PROVIDES THE COURT WITH CLEAR AND CONVINCING EVIDENCE THAT 4532 Hwy 162 is a NON-EXISTENT ADDRESS. Thus, the lower court erred in factually concluding: "He has shown only that his address had no mailing receptacle, (i.e. "NMR") with no evidentiary support. The lower court abused its discretion. Tab H
21. On August 11, 2025, Attorney C. Brandon Belger, filed a Judgment against PRO SE APPELLANT, absent proper Notice and opportunity to be heard, in the Charleston County Court of Common Pleas. Tab I

Further on August 11, 2025, Attorney C. Brandon Belger, provided Charleston County Sheriff Office with an execution for service against property indexed in the name of PRO SE APPELLANT. Thus, it was on August 11, 2025, APPELLANT discovered Attorney C. Brandon Belger filed entry of default against Appellant, dated 9/24/24. The lower court erred in finding and concluding : "The motion is not timely as to entry of default." On September 24, 2024, Respondent filed an entry of default against the Appellant. Appellant filed Amended Motion to set Aside Entry of Default and Memorandum of Law in Support of Amended Motion upon discovery of the Execution from Sheriff on August 11, 2025. Thus Appellant only discovered entry of default on August 11, 2025. See Sanders v Smith, 431 S.C. 605, 848 S.E. 2nd 604, at page 608, court concluded: the family court erred by finding wife failed to move to vacate the divorce decree in a reasonable time (after 2 years). Accordingly, we now consider the merits of wife" s argument that family court erred by denying her motion to vacate divorce decree. Tab J

22. Looking at the totality of the circumstances in the instant case, it appears Appellant at no time was provided with Notice of a Default hearing or Notice of a Damages Hearing, when it is the practice of the Charleston County Common Pleas Court to number one (1) have the law clerk to call the Defendant by phone number and have Defendant to come to court for an "APPEARANCE" immediately for the Default hearing when no Answer is in the E-Filing portal; and number two (2) prior to a Webex virtual courtroom hearing, the court provides the Defendant by mail thirty (30) days advance NOTICE OF MOTION SCHEDULING of the date, time, and place of the Webex hearing by mail to his P.O. Box 1563, Hollywood, S.C 29449, as reflected by the NOTICE OF MOTION SCHEDULING dated November 13, 2024 FROM THE HONORABLE JUDGE DEADRA L. JEFFERSON FOR THE DECEMBER 9, 2024 WEBEX VIRTUAL COURT ROOM HEARING, and; as also reflected by the

NOTICE OF MOTION SCHEDULING, dated February 18, 2025, FROM THE HONORABLE JUDGE CLYBURN POPE FOR THE MARCH 19, 2025 WEBEX VIRTUAL COURTROOM HEARING. Thus, the lower court, in this case 2024-CP-10-03531 proceeded with default and damage hearings in violation of the DUE PROCESS CLAUSES OF THE 5th and 14th AMENDMENTS TO THE U.S CONSTITUTION. Tab K

23. The lower court erred in finding and concluding; "APPELLANT did not challenge the amount t of the Judgment." IF APPELLANT was not notified to appear at the hearing, APPELLANT, in absentia, could not challenge the amount of the judgment.

24. Thus, APPELLANT is informed and believes, the lower court made factual conclusions without evidentiary support.

25. It is in the best interest of Justice for this Court to reverse judgment and to remand this case to Charleston County Court of Common Pleas to proceed on the merits.

Jenneth L Edwards

Sworn to and subscribed before me

This 14th day of May 2026

Jennifer Strickland

Notary Public for South Carolina

My Commission expires: 6-16-32



Tab A

PLEASE INFORM SENDER
 OF YOUR COMPLETE AND CORRECT ADDRESS
 MAIL SHOULD BE ADDRESSED TO YOUR POST OFFICE BOX NUMBER
 MAIL SHOULD INCLUDE YOUR APARTMENT NUMBER
 NEW STREET ADDRESS AS REQUIRED BY 911 EMERGENCY SERVICE

**KOONTZ
MLYNARCZYK
BELGER | LLC**

1058 East Montague Avenue
North Charleston, SC 29405

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL



9589 0710 5270 0781 4277 89

stamps
\$10.54
US POSTAGE
FIRST-CLASS
06250014950445
FROM 29405
edwards

Kenneth L. Edwards
4532 Highway 162
Hollywood, SC 29449

NMR *WTF* *3/25/24* *JG*
PO Box *3/26/24*
1563 *JMS*

KOONTZ
MLYNARCZYK
BELGER | LLC

1058 East Montague Avenue
North Charleston, SC 29405
T: 843.225.4252
F: 843.277.9120
brandon@kmlawsc.com

C. Brandon Belger
ATTORNEY AT LAW

March 20, 2024

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

ER Construction, LLC
Attn: FLFRA
2300 Otranto Road
North Charleston, South Carolina 29406

OJC, LLC
Attn: Richard McDaniel
12 Anderson Avenue
Charleston, South Carolina 29412

Kenneth L. Edwards
4532 Highway 162
Hollywood, South Carolina 29449

Re: Wicks Residence: 56/58 Dunnemann Avenue, Charleston, SC 29403
NOTICE AND OPPORTUNITY TO CURE

Mr. McDaniel and Mr. Edwards:

Please be advised that this firm represents Renee and Robin Wicks, the owners of 56 and 58 Dunnemann Avenue, Charleston, South Carolina (the "Property"). As you know, you and/or your companies are responsible for renovation and construction at the Property which arose from a contract executed on March 16, 2021. The purpose of this letter is to give you legal notice of my clients' claims for defective workmanship performed by your companies so that you may have your legal opportunity to cure them before my clients have other third parties remediate the defects and damage. This letter places you on notice pursuant to the South Carolina Notice of Opportunity to Cure Act that there are significant construction deficiencies and deviations from applicable building codes and standards present in the construction performed by you at my clients' home.

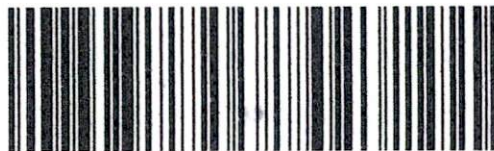
Tab B

KOONTZ
MLYNARCZYK
BELGER | LLC

1058 East Montague Avenue
North Charleston, SC 29405

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL



9589 0710 5270 0781 4278 02

Kenneth L. Edwards
120 Springhall Drive, Suite E
Goose Creek, SC 29445



*For waiver of defective workmanship
not Rick McDaniel, Individually and corporately to*

The Owner indicated having entered into a Contractual Agreement with the Contractor in June 2021 for renovation work to the 56 Dunnemann Ave. residence. A change order to the Contract was executed in October 2021 to include the demolition and reconstruction of the adjacent Cottage at 58 Dunnemann Ave. The Permit for the renovation work was not issued to the Contractor. The City of Charleston issued a permit to Kenneth Edwards on June 18, 2021, for renovation work to be performed at 56 Dunnemann Ave. The City of Charleston Permit # SF2021-12790 issued to Kenneth Edwards listed two contact numbers: Business 843-889-1010, and Mobile 843-437-5798. I do not have any information concerning the working relationship between the Contractor and Kenneth Edwards. No permit has been found for the demolition and reconstruction work performed to the Cottage structure at 58 Dunnemann Ave.

References

- Photolog A dated 4-5-23.
- Photolog B dated 5-11-23.
- Photolog C dated 5-24-23.
- Photolog D Owner provided Photos of moisture damage.
- Photolog E Owner Provided Photos of the home and cottage prior to renovation work.
- South Carolina Residential Construction Standards
- Homeowner/Contractor Agreement, dated 6-28-21, pages 1 thru 4.
- Change order #1, dated 10-25-21.

Contract

- A. The Owner and Contractor entered into a Contractor prepared agreement on March 16, 2021, whereas the Contractor would perform renovation work to the existing residence located at 56 Dunnemann Ave. for the fixed sum of: \$107,700.00. This agreement was signed by ER Construction and "Richard McDaniel" as the Contractor representative.
- B. The Owner and Contractor executed a second agreement on June 28, 2021, for the same work to be performed for the same amount. This agreement was signed by Kenneth Edwards as the Contractor representative.
- C. Change Order #1 to the renovation agreement was executed on October 25, 2021 to include the Cottage demolition and reconstruction work. Revised Contract Amount: 166,000.00. This agreement was signed by "Ricky McDaniel" as the Contractor representative.
- C. The Owner has indicated that the scope of work requiring construction of the master bathroom addition to 56 Dunnemann Ave., was a part of the original

Tab C

March 28, 2024

To: C. Brandon Belger, 1058 East Montague Avenue, N. Charleston, SC29405

From: Kenneth L. Edwards

Re: 56/58 Dunneman

This letter comes to advise that Kenneth L. Edwards, pulled the permit only for the renovation project at the above-described address.

Rick McDaniel is the contracting party, the necessary and proper party and the real party in interest, with Renee and Robin Wicks, the owners of the subject property, located and situated at 56 and 58 Dunneman Avenue, Charleston, S.C.

My company and I, by merely pulling the construction permit from the City of Charleston, share no exposure to a claim for direct liability for defective workmanship, performed by Rick Mc Daniel. Rick McDaniel is self-employed, self-insured, has his personal construction crew, supervises and manages his personnel staff, and contracted with Renee and Robin Wicks.

Kenneth L. Edwards never visited the construction site at 56/58 Dunneman, never entered into a construction agreement with Renee and Robin Wicks, never received any payments, from Renee and Robin Wicks, for the performance of construction on the subject property, and never purchased any construction materials on behalf of Renee and Robin Wicks, for said project, and never had a principal/agency relationship with the staff of Rick McDaniel, and certainly never engaged in the scope of work to be performed by Rick McDaniel on behalf of Renee and Robin Wicks, and foremost of all, never negotiated a construction cost with property owners, Renee and Robin Wicks.

Renee and Robin Wicks have general liability claim for defective workmanship against Rick McDaniel. Rick McDaniel was, is, and continues to be in the employ of Renee and Robin Wicks. Thus, the general liability insurance policy for Rick McDaniel, LLC will address liability claims filed against Rick McDaniel for performance of defective workmanship at 56/58 Dunneman Avenue, Charleston, S.C.

Pursuant to S.C. Code of laws (1976, as amended) Title 40, chapter 59, section 810, et, seq., I thank you for your notice.

K. Edwards

Tab D

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MAY 14 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Renee Wicks,)
)
Plaintiff,)
)
v.)
)
ER Construction, LLC; OJC LLC;)
Richard McDaniel, individually and d/b/a)
ER Construction; and Kenneth L. Edwards,)
individually,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.:

SUMMONS

RECEIVED
MAY 14 2026
SC Court of Appeals

TO THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is served upon you, and to serve a copy of your written response to said Complaint on the subscribers at the law office of KOONTZ MLYNARCZYK BELGER LLC, 1058 East Montague Avenue, North Charleston, South Carolina 29405, within thirty (30) days after the date of service hereof, exclusive of the day of service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint.

SIGNATURE PAGE TO FOLLOW

KOONTZ MLYNARCZYK BELGER, LLC

s/ C. Brandon Belger

C. Brandon Belger (S.C. Bar No. 100020)

1058 East Montague Avenue

North Charleston, South Carolina 29405

T: (843) 225-4252

E: brandon@kmlaws.com

Attorney for Plaintiff

July 12, 2024

North Charleston, South Carolina

ELECTRONICALLY FILED - 2024 Jul 12 11:50 AM - CHARLESTON - COMMON PLEAS - CASE#2024CP1003531

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
Renee Wicks,)
)
Plaintiff,)
)
v.)
)
ER Construction, LLC; OJC LLC;)
Richard McDaniel, individually and d/b/a)
ER Construction; and Kenneth L. Edwards,)
individually,)
)
Defendants.)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO.:

COMPLAINT

(JURY TRIAL DEMANDED)

COMES NOW PLAINTIFF Renee Wicks, by and through undersigned counsel,
complaining of Defendants ER Construction, LLC; OJC, LLC; Richard McDaniel, individually
and d/b/a ER Construction; and Kenneth L. Edwards, and alleges and states as follows:

PARTIES/JURISDICTION

1. Plaintiff Renee Wicks (hereinafter "Plaintiff") is an adult individual resident of Charleston County, South Carolina, and at all times relevant hereto, was the record owner of the real property located at 56 Dunnemann Avenue, Charleston, South Carolina (hereinafter the "Residence").
2. Upon information and belief, Defendant ER Construction, LLC (hereinafter "ER") is a limited liability company organized and existing pursuant to the laws of the State of South Carolina, and at all times relevant hereto, performed construction services in Charleston County, South Carolina.
3. Upon information and belief, Defendant OJC, LLC (hereinafter "OJC") is a limited liability company organized and existing pursuant to the laws of the State of South Carolina, and

at all times relevant hereto, performed construction services in Charleston County, South Carolina.

4. Upon information and belief, Defendant Richard McDaniel, individually and d/b/a ER Construction (hereinafter "McDaniel") is an adult individual resident of Charleston County, South Carolina, and all times relevant hereto, owned and operated Defendants ER and OJC.

5. Upon information and belief, Defendant Kenneth L. Edwards (hereinafter "Edwards") is an adult individual resident of Berkeley County, South Carolina, and at all times relevant hereto, performed construction services in Charleston County, South Carolina. (ER, OJC, McDaniel and Edwards collectively "Defendants").

6. The Residence, which is the subject of this matter, is located in Charleston County, South Carolina.

7. This Honorable Court has jurisdiction over the parties hereto and subject matter hereof, and venue is proper in this forum.

FACTUAL ALLEGATIONS

8. Plaintiff hereby restates each and every allegation contained in the previous paragraphs as if fully set forth herein.

9. Sometime in early 2021, Plaintiff and McDaniel began discussions for certain renovation work to occur at the Residence.

10. On or about March 21, 2021, Plaintiff and McDaniel executed a Project & Cost Breakdown for the work to be performed at the Residence.

11. On or about June 18, 2021, a permit was issued to Defendant Edwards for work at the Residence.

12. In furtherance of the work to be performed at the Residence, on or about June 28, 2021, Plaintiff entered into a Homeowner/Contractor Agreement with the contractor listed as ER Construction, LLC.

13. The Homeowner/Contractor Agreement was executed by Defendant Edwards.

14. Between June 2021 and July 2022, Defendants intermittently performed work at the Residence.

15. Sometime in July 2022, Plaintiff paid Defendants the full amount due under the agreements.

✓ 16. After being paid the full amount under the agreements, Defendants ceased work at the Residence.

✓ 17. It was only after Defendants ceased work at the Residence that Plaintiff learned that the Residence was renovated improperly with a variety of construction issues, which include but are not limited to the following:

- a. Failure to obtain all required plans and permits for the construction of the master bath addition;
- b. Failure to obtain all required plans and permits for the demolition and construction of the cottage;
- c. Poor construction of the exterior fencing, including without limitation failure to complete; construction of the fence with posts out of plumb; construction of the fence in a wavy pattern; and failure to remove all impeding stumps;
- d. Construction of fence on adjacent landowner's property;
- e. Failure to complete fence;
- f. Failure to complete all interior electrical work;

- g. Failure to complete the exterior electrical service to the Property;
- h. Improper installation of electrical devices in attic space;
- i. Failure to repair and/or seal the penetration for the electrical conduit leading to electric service;
- j. Failure to properly complete and seal all vent penetrations in exterior foundation wall;
- k. Failure to complete the rear porch entry canopy and exterior trim at rear door;
- l. Failure to enclose crawlspace under master bath addition;
- m. Failure to repair soffit prior to paint application;
- n. Installation of toilet in front bathroom the proper distance from wall;
- o. Failure to properly vent the plumbing drain line to the pedestal sink in the front bathroom;
- p. Failure to properly support the water shut-off valves at the pedestal sink in the front bathroom;
- q. Failure to complete installation of the cabinets and countertops;
- r. Installation of crawlspace enclosure wall without use of treated lumber, and in direct contact with ground, causing water damage;
- s. Improper installation of joist hangers;
- t. Failure to properly support plumbing lines under the structure;
- u. Failure to properly support drain lines under the structure;
- v. Failure to remove all trash and debris from crawlspace;
- w. Improper installation of foundation support piers and concrete footings;
- x. Improper installation of floor framing without proper anchors or supports;

- y. Failure to make necessary repairs to subflooring prior to installation of new interior flooring;
- z. Failure to install beam headers at new crawlspace access opening;
- aa. Failure to properly install plumbing drain lines into public sewer system, leading to sewage collection under structure;
- bb. Improper installation of gas piping in crawlspace without proper supports;
- cc. Installation of the gas shut-off valve for the stove in the crawlspace;
- dd. Improper installation of vinyl membrane shower pan, resulting in moisture damage to subfloor and cracking of ceramic tiles;
- ee. Failure to install insulation in attic as required by code;
- ff. Improper installation of stucco on exterior walls leading to cracking and damage to exposed metal;
- gg. Improper installation of soffits without proper ventilation;
- hh. Poor installation of plumbing in front bathroom leading to water damage; and
- ii. Failure to properly install roof sheathing and shingles.

18. In addition to the work being performed improperly, Defendants also failed to complete a substantial amount of work that they begun.

19. Plaintiff provided Defendants with the statutorily required Notice and Opportunity to Cure; however, Defendants failed to address the issues.

FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANTS
(Breach of Contract)

20. Plaintiff hereby restates each and every allegation contained in the preceding paragraphs as if fully set forth herein.

21. A contract exists between the parties whereby Defendants would perform certain work at the Residence in exchange for compensation.

22. Plaintiff performed all of the duties required of her under the contract.

23. Defendants breached the contract between the parties by providing defective work and failing to complete the work.

24. As a direct and proximate result of Defendants' breach of contract, Plaintiff has suffered actual, consequential, and resulting damages in an amount to be determined by the trier of fact.

FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANTS
(Breach of Warranty of Workmanlike Service)

25. Plaintiff hereby restates each and every allegation contained in the preceding paragraphs as if fully set forth herein.

26. Only after Defendants ceased work on the Residence did Plaintiff become aware that the construction performed was defective, inadequate, and incomplete.

27. Defendants knew or should have known that these defective conditions existed.

28. Upon information and belief, the construction at the Residence with these defects has rendered the Plaintiff's Residence substantially defective, thereby breaching the implied warranty found in South Carolina law concerning such homes so as to make the residence unfit and unsuitable for its intended purpose.

29. As a direct and proximate result of these Defendants' breaches of the warranty of workmanlike service, the Residence, in its present condition, is worth substantially less. The Plaintiff has suffered and will continue to suffer substantial monetary damages as a result of the construction defects.

30. Additionally, the Residence has lost the possibility of appreciation value that it normally would have gained, and Plaintiff has incurred substantial costs and expenses related to the defective conditions and consequential and resulting damages occasioned by them.

31. As a direct and proximate result of these Defendants' breaches of the warranty of workmanlike service, Plaintiff has suffered actual, resulting, and consequential damages in an amount to be determined by the trier of fact.

FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANTS
(Negligence/Gross Negligence/Negligence per se)

32. Plaintiff hereby restates each and every allegation contained in the preceding paragraphs as if fully set forth herein.

33. Defendants owed Plaintiff a duty of care to perform the construction at the Residence in a workmanlike manner and in accordance with the applicable building codes, industry standards, and manufacturer's instructions.

34. Defendants breached that duty of care when they negligently, recklessly, willfully, and wantonly renovated the Residence with numerous defective, non-conforming, and/or incomplete conditions, including without limitation the following:

- a. Failure to obtain all required plans and permits for the construction of the master bath addition;
- b. Failure to obtain all required plans and permits for the demolition and construction of the cottage;
- c. Poor construction of the exterior fencing, including without limitation failure to complete; construction of the fence with posts out of plumb; construction of the fence in a wavy pattern; and failure to remove all impeding stumps;
- d. Construction of fence on adjacent landowner's property;

- e. Failure to complete fence;
- f. Failure to complete all interior electrical work;
- g. Failure to complete the exterior electrical service to the Property;
- h. Improper installation of electrical devices in attic space;
- i. Failure to repair and/or seal the penetration for the electrical conduit leading to electric service;
- j. Failure to properly complete and seal all vent penetrations in exterior foundation wall;
- k. Failure to complete the rear porch entry canopy and exterior trim at rear door;
- l. Failure to enclose crawlspace under master bath addition;
- m. Failure to repair soffit prior to paint application;
- n. Installation of toilet in front bathroom the proper distance from wall;
- o. Failure to properly vent the plumbing drain line to the pedestal sink in the front bathroom;
- p. Failure to properly support the water shut-off valves at the pedestal sink in the front bathroom;
- q. Failure to complete installation of the cabinets and countertops;
- r. Installation of crawlspace enclosure wall without use of treated lumber, and in direct contact with ground, causing water damage;
- s. Improper installation of joist hangers;
- t. Failure to properly support plumbing lines under the structure;
- u. Failure to properly support drain lines under the structure;
- v. Failure to remove all trash and debris from crawlspace;

- w. Improper installation of foundation support piers and concrete footings;
- x. Improper installation of floor framing without proper anchors or supports;
- y. Failure to make necessary repairs to subflooring prior to installation of new interior flooring;
- z. Failure to install beam headers at new crawlspace access opening;
- aa. Failure to properly install plumbing drain lines into public sewer system, leading to sewage collection under structure;
- bb. Improper installation of gas piping in crawlspace without proper supports;
- cc. Installation of the gas shut-off valve for the stove in the crawlspace;
- dd. Improper installation of vinyl membrane shower pan, resulting in moisture damage to subfloor and cracking of ceramic tiles; and
- ee. Failure to install insulation in attic as required by code.

35. The work performed by Defendants at the Residence does not comply with all relevant building codes, industry standards, and manufacturer's installation instructions.

36. Plaintiff has notified the Defendants of the defects and failure to comply with such building codes, manufacturer's instructions, and industry standards; however, the Defendants have failed or refused to correct the defects at the Residence in order to satisfy the minimum standard required with in the building industry.

37. As a direct and proximate result of the Defendants' negligent, reckless, willful, and wanton acts and omissions, Plaintiff has suffered actual, consequential, and resulting damages in an amount to be determined by the trier of fact.

38. Upon information and belief, such failure by the Defendants to abide by the applicable building codes, manufacturer's instructions, and industry standards constitutes negligence *per se*.

39. Upon information and belief, Plaintiff is entitled to an award of punitive damages arising from the Defendants' negligence *per se*.

FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANTS
(Veil Piercing/Alter Ego/Amalgamation/Single Business Enterprise)

40. Plaintiff hereby restates each and every allegation contained in the preceding paragraphs as if fully set forth herein.

✓ 41. Defendant ER held itself out to Plaintiff as a licensed residential home builder.

✓ 42. Upon information and belief, Defendant McDaniel wholly owns and/or completely dominates and controls Defendant ER.

✓ 43. Upon information and belief, Defendant Edwards is a licensed residential home builder.

✓ 44. Upon information and belief, Defendant Edwards has no ownership interest, nor is employed by, Defendant ER.

45. Upon information and belief, Defendant ER, at all times relevant to this action:

- a. Failed to observe company formalities;
- b. Was grossly undercapitalized for the purposes of the project;
- c. Was controlled by McDaniel and his agents to such an extent that it was merely a façade for the operations of McDaniel;
- d. Did not have any functioning officers or managers that were independent of McDaniel; and
- e. Was functionally insolvent.

✓ 46. Upon information and belief, Defendant ER and Defendant OJC, at all times relevant hereto, maintained the same owners, officers, principal address, and books.

✓ 47. Upon information and belief, Defendant McDaniel dominated and controlled ER and OJC such that they were merely an alter ego of McDaniel, set up to shield him from liability resulting from poor management and performance at the Residence.

✓ 48. Upon information and belief, McDaniel utilized OJC in order to avoid his obligations under Defendant ER, and to defraud ER's customers and clients.

✓ 49. Upon information and belief, McDaniel, ER, OJC, and Edwards have all benefited from their wrongful conduct.

50. Upon information and belief, ER is undercapitalized to such an extent to be a shell and/or sham company dominated and controlled by McDaniel such that they are not legally distinct, and such that it would be inequitable to allow McDaniel to hide behind a company shield that has no basis in fact for the express purpose of avoiding his obligations, responsibilities, and liabilities to Plaintiff.

51. Upon information and belief, there is a pattern and practice of McDaniel, Edwards, ER, and OJC acting interchangeably in the performance of residential construction in Charleston County, South Carolina.

52. Based upon the foregoing, Plaintiff is entitled to pierce the company veil of ER and OJC and to amalgamate into a single business enterprise the actions of McDaniel, Edwards, ER, and OJC to thereby obtain judgment against McDaniel and Edwards individually, as well as against ER and OJC, for the liability of ER in an amount to be determined by the trier of fact.

WHEREFORE, having fully set forth her claims against Defendants ER Construction, LLC; OJC, LLC; Richard McDaniel, individually and d/b/a ER Construction; and Kenneth L. Edwards, individually, Plaintiff Renee Wicks hereby respectfully requests judgment in her favor, and against Defendants, for an award of actual, consequential, resulting, and punitive damages in

an amount to be determined by the trier of fact; for costs, and any further relief this Honorable Court may deem just and proper.

KOONTZ MLYNARCZYK BELGER, LLC

s/ C. Brandon Belger
C. Brandon Belger (S.C. Bar # 100020)
1058 East Montague Avenue
North Charleston, South Carolina 29405
T: (843) 225-4252
F: (843) 277-9120
E: brandon@kmlawsc.com
Attorney for Plaintiff

July 12, 2024
North Charleston, South Carolina

Tab E

RECEIVED
MAY 14 2026
SC Court of Appeals

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

Renee Wicks,)

Plaintiff,)

-v-)

ER Construction, LLC; OJC LLC,)

Richard McDaniel, individually and d/b/a)

ER Construction; and Kenneth L. Edwards))

Individually,)

Defendants,)

_____)

Kenneth L. Edwards,)

Third-Party Plaintiff)

-v-)

Richard McDaniel, individually and d/b/a)

ER Construction, LLC; OJC LLC)

Cross-Defendants)

_____)

IN THE COURT OF COMMON PLEAS

FOR THE NINTH JUDICIAL CIRCUIT

CASE NO: 2024CP-10-03531

KENNETH L. EDWARDS, ANSWER,

AFFIRMATIVE DEFENSES, AND

THIRD-PARTY CROSS-COMPLAINT

AGAINST RICHARD McDANIEL

individually, d/b/a ER CONSTRUCTION,

LLC, OJC, LLC

CROSS-COMPLAINT

RECEIVED

MAY 14 2026

SC Court of Appeals

COMES NOW the Defendant, Kenneth L. Edwards, individually, responding to the allegations of Renee Wicks:

FOR A FIRST DEFENSE

(General Objections Applicable to all allegations)

1. Each and every allegation of Plaintiff's Complaint which is not hereafter specifically admitted, modified or explained is denied and strict proof is demanded hereof.
2. This answering Defendant, Kenneth L. Edwards, hereby objects to any allegation which in any way attempt to characterize, interpret, describe, or explain, the legal affect of any written document or provision thereof, which is referred to, referenced, or incorporated with Plaintiff's Complaint, and to which document or provision this answering Defendant, specifically, crave reference and specifically demand strict

proof thereof via reference to a proper legal definition, interpretation and / or reference obtained from the entire document or other documents of reference.

3. Kenneth L. Edwards, specifically and categorically, denies each and every allegation in paragraphs 8,9,10, 11, 12, 13, 14, 15, 16,17,18, 19, 20, 21, 22, 23, 24, 25,26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, THE WHEREFORE paragraph and demands strict proof of all allegations
4. As to allegation 5 in Plaintiff's Complaint, Edwards is an adult individual resident of Charleston County, not Berkeley county. However, under the "MINIMUM CONTACTS THEORY" pertaining to IN-PERSONAM JURISDICTION" Edwards would submit to the jurisdiction of this court. The court will take judicial notice that Edwards pulled the permit from the City of Charleston Building Services, "no more and no less."
5. As to allegation 11 in Plaintiff's Complaint, "On or about June 18, 2021, a permit was issued to Defendant Edwards for work at the Residence."

FOR A FIRST AND AFFIRMATIVE DEFENSE

(Statute of Limitation)

6. Edwards hereby restates each and every allegation contained in the previous paragraphs and incorporates those allegations, herein.
7. Edwards is informed and believes The cause of action alleged in the Complaint is barred by the provisions of Title 15, chapter 3, sections 510 and 530 of the S.C. Code of Laws (1976, as amended). The periods for the commencement of actions other than the recovery of real property shall be as prescribed in the following sections. Title 15, chapter 3, section 530, Three years, Within three years: (1) an action upon a contract obligation, or liability, express or implied, excepting those provided for in section 15-3-520'. As alluded to, Plaintiff alleges in paragraph 11 of her complaint, "On or about June 18, 2021, a permit was issued to Defendant Edwards for work at the Residence." Plaintiff further alleges in paragraph 12. In furtherance of the work to be performed at the residence, on or about June 28, 2021, Plaintiff entered into a Homeowner/Contractor Agreement with the contractor listed as ER Construction LLC. (not Defendant Edwards). And, further alleging as an AFFIRMATIVE DEFENSE,

(statute of limitation) Defendant, Edwards, alleges Plaintiff, Renee Wicks, filed her Complaint July 12, 2024, THREE (3) YEARS and twenty- four (24) days after the construction commenced. Thus, Plaintiff's Complaint against Defendant, Edwards, is barred by the statute of limitation.

FOR A SECOND AND AFFIRMATIVE DEFENSE

Rule 12 (b) (6)

Failure to state Facts sufficient to constitute a cause of action)

8. Defendant, Edwards, reasserts all previous allegations, as if repeated herein verbatim.
9. As to Plaintiffs' allegations 13, 14, 15, 16, Defendant, Edwards, specifically and categorically denies each and every allegation, therein, and demands strict proof, thereof.
10. And further responding thereto, Defendant, Edwards, would allege, Plaintiffs' allegations, therein, are vague, ambiguous, indefinite, uncertain, and not precise, as stated: "Between June 2021 and July 2022, Defendants, (not Defendant Edwards) intermittently performed work at the Residence." "Sometimes in July 2022, Plaintiff paid Defendants (not Defendant, Edwards) the full amount under the Agreement. Defendants (not Defendant Edwards) ceased work at the Residence."

FOR A THIRD AND AFFIRMATIVE DEFENSE

(statute of limitation)

11. Defendant, Edwards, reasserts all previous allegations, as if repeated herein verbatim.
12. Plaintiff's cause of actions for negligence/ gross negligence/ negligence per se are barred by the statute of limitations.

FOR A FOURTH AND AFFIRMATIVE DEFENSE

(Release)

13. Defendant, Edwards, reasserts all previous allegations and defenses, stated herein.
14. Defendant, Edwards, alleges that the conduct and actions of Cross-Defendants constitute a full release and waiver by Plaintiff, Renee Wicks, of any and all claims which Plaintiff, Renee Wicks, may have against Defendant, Edwards.

FOR A FIFTH AND AFFIRMATIVE DEFENSE

(Estoppel)

15. Defendant, Edwards, reasserts all previous allegations and defenses, and incorporates those as if repeated verbatim, herein.
16. Defendant, Edwards, alleges that each and every Cause of Action contained in the Complaint is barred by reason of the acts, omissions, representations, and courses of conduct of Cross-Defendants, by which the Plaintiff, Renee Wicks, was led to rely to her detriment, thereby barring, under the doctrine of equitable estoppel, any Causes of action asserted by Plaintiff, Renee Wicks.

FOR A SIXTH AND AFFIRMATIVE DEFENSE

(Failure of Consideration)

17. Defendant, Edwards, realleges and reasserts all previous allegations and defenses, as if repeated verbatim, herein and incorporates those by reference, thereto.

18. Defendant, Edwards, alleges that each and every purported cause of action, specifically, Breach of Contract, Breach of Warranty of Workmanlike service, are barred as a result of Failure of Consideration. Defendant, Edwards, further alleges, there was never any bargain for an exchange of things, with any recognized legal value, between Defendant, Edwards, and Plaintiff, Renee Wicks, at any relevant times, mentioned herein.

FOR A SEVENTH AND AFFIRMATIVE DEFENSE

(Agreement is Not Fully Integrated)

19. Defendant, Edwards, restates all previous allegations and defenses, as if repeated, herein, verbatim.

20. Defendant, Edwards, is informed and believes and therefore alleges that if there presently exists or ever existed, any or all of the alleged rights, claims, or obligations which Plaintiff, Renee Wicks, seeks by way of her Complaint, the claims or obligations are unenforceable because the written agreement is not fully enforceable against Defendant, Edwards.

EIGHTH AFFIRMATIVE DEFENSE AND BY WAY OF
CROSS-COMPLAINT AGAINST DEFENDANTS,

RICHARD Mc DANIEL, individually, ER CONSTRUCTION, LLC
and OJC, LLC.

20. Defendant, Edwards, (Third-Party Cross-Complainant against Cross-Defendants) restates and reavers all previous allegations, and incorporates those allegations, as if fully repeated, herein.

21. Plaintiff, Renee Wicks, has filed against Kenneth L. Edwards, individually, a complaint, which is incorporated herein, by reference, thereto.

22. As to the claim that Renee Wicks is entitled to recover from Kenneth L. Edwards, individually, Kenneth L. Edwards, would allege Defendant, Richard Mc Daniel, individually, do hereby release, acquit, and forever discharge, Kenneth L, Edwards, individually, his agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships, of and from any complaints, claims, actions, causes of actions, demands, rights, damages, costs, lost of services, expenses and compensations, whatsoever, which, Richard Mc Daniel, individually or in corporate or company capacity, may have caused Renee Wicks; or which may hereafter accrue on account of any and all known, foreseen or unforeseen construction issues, breach of

contract, breach of warranty of workmanlike service, negligence, gross negligence, negligence per se, actions.

23. That this court allows Plaintiff, Renee Wicks, to pierce the corporate veil of ER Construction LLC, and OJC LLC, and to amalgamate into a single business enterprise the individual actions and conduct of Cross-Defendants, Richard Mc Daniel, ER Construction LLC, and OJC LLC for his individual, corporate and company liability to Plaintiff, Renee Wicks.

NINTH AFFIRMATIVE DEFENSE

(Reservation of Additional Defenses)

24. Defendant, Edwards, restates all previous allegations, and Affirmative Defenses.

25. Defendant, Edwards, reserves any additional and further defenses, that may be revealed by information obtained during the course of investigation and discovery as consistent with the SCRCP.

WHEREFORE, Kenneth L. Edwards, individually, respectfully requests this Court to:

1. Dismiss this Complaint by Plaintiff, Renee Wicks, against Kenneth L. Edwards, individually, with prejudice.
2. Award damages and sums of money in favor of Plaintiff, Renee Wicks, by order against Richard Mc Daniel, individually and in his corporate and company capacity.
3. Grant such other equitable relief deem necessary to Plaintiff, Renee Wicks.

Dated 9/6/24

Respectfully submitted

Charleston, SC

S/ Kenneth L. Eddwards, pro se

Kenneth L. Edwards

P.O. Box 1563

Hollywood, SC 29449

(843) 889-1011l

Tab G

RECEIVED

MAY 14 2026

SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Renee Wicks,

Plaintiff,

v.

ER Construction, LLC; OJC, LLC; Richard
McDaniel, individually and d/b/a ER
Construction; and Kenneth L. Edwards,
Individually,

Defendants.

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL DISTRICT
)

CASE NO.: 2024-CP-10-03531

NOTICE OF HEARING

RECEIVED

MAY 14 2026

SC Court of Appeals

TO THE DEFENDANTS NAMED ABOVE:

YOU WILL PLEASE TAKE NOTICE that a virtual hearing on Plaintiff's Motion for Damages has been scheduled and will be held on Wednesday, March 26, 2025 at 3:30 p.m. before The Honorable Judge Jocelyn Newman. The hearing will be held via WebEx Virtual Courtroom. To access the virtual courtroom, go to the South Carolina Judicial Website at "sccourts.org." Click "Calendar," then "Monthly View," then "Circuit" on the day your hearing is scheduled. Scroll until you find Judge Jocelyn Newman then click the "Virtual Courtroom" link.

PLEASE BE PRESENT IF SO MINDED.

PARK CIRCLE LAW, LLC.

s/ C. Brandon Belger
C. Brandon Belger, Esq. (SC Bar No.: 100020)
1050-C East Montague Avenue
North Charleston South Carolina 29405
T: (843) 974-3962
F: (843) 808-6892
E: brandon@pclawsc.com
Attorney for the Plaintiff

February 26, 2025
North Charleston, South Carolina

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS
) FOR THE NINTH JUDICIAL DISTRICT

COUNTY OF CHARLESTON

)
) CASE NO.: 2024-CP-10-03531

Renee Wicks,

)
)
)

Plaintiff,

)
)

CERTIFICATE OF SERVICE

v.

)
)

ER Construction, LLC; OJC, LLC; Richard
McDaniel, individually and d/b/a ER
Construction; and Kenneth L. Edwards,
Individually,

)
)
)
)
)

Defendants.

I HEREBY CERTIFY that a true and complete copy of Plaintiff's Notice of Motion and Motion for Damages Hearing in the above-captioned matter was served by placing same with the United States Postal Service, postage prepaid, and mailing to the below addresses:

ER Construction, LLC
Attn: FLFRA
2300 Otranto Road
North Charleston, South Carolina 29406

OJC, LLC
Attn: Richard McDaniel
12 Anderson Avenue
Charleston, South Carolina 29412

Richard McDaniel
Individually and d/b/a ER Construction
12 Anderson Avenue
Charleston, South Carolina 29412

Kenneth L. Edwards
4532 Highway 162
Hollywood, South Carolina 29449

PARK CIRCLE LAW, LLC

s/ C. Brandon Belger
C. Brandon Belger (S.C. Bar #100020)
1050 East Montague Avenue, Suite C
North Charleston SC 29405
T: (843) 974-3962
E: brandon@pclawsc.com
Attorney for Plaintiff

February 26, 2025
North Charleston, South Carolina

Tab H

RECEIVED

MAY 14 2026

SC Court of Appeals

Address Verification

From: Sydney Elise. Lyons (selyons@charlestoncounty.org)

To: klorenzoedwards@yahoo.com

Date: Friday, May 8, 2026 at 09:13 AM EDT

Good morning,

Thank you for calling into the GIS department. Your parcel, with TMS# 247-00-00-063, has no associated address. I've attached an address slip showing an overview of this parcel. The address field is blank which should serve as confirmation that there is no address.

I will also continue to poke around and see if I can find any parcel updates to give insight on address history. I'll follow up if I find anything worth sharing. Until then, please don't hesitate to reach out if you need anything else.

Sydney Elise Lyons

Charleston County GIS Technician

4045 Bridge View Drive, North Charleston, SC 29405

843.202.6057

SELyons@charlestoncounty.org



Check out the [GIS HUB!](#)

Your feedback is important to us. Please consider taking a brief survey to tell us how we did. For the survey, please click here [here](#)



5710 BLUFTON RD.pdf

943.2 kB

Re: Address Verification

From: Sydney Elise Lyons (selyons@charlestoncounty.org)

To: klorenzoedwards@yahoo.com

Date: Friday, May 8, 2026 at 11:55 AM EDT

Good morning again,

I've done some additional digging around in our address point history. It looks like it was deleted back in April of 2015 and no other address has existed on that lot ever since. If you're ever interested in obtaining an address, I'd recommend filling out this [form](#) here.

Additionally, I realized that the previous address slip I attached probably wasn't the most effective. I've re-done the form. This one has no address information and is titled with your TMS#. This form would probably be clearer in showing that your parcel doesn't currently have an address. Similar to the previous email, it's attached for your convenience.

Please don't hesitate to reach out if you have any further questions!

Sydney Elise Lyons

Charleston County GIS Technician

4045 Bridge View Drive, North Charleston, SC 29405

843.202.6057

SELyons@charlestoncounty.org



Check out the [GIS HUB!](#)

Your feedback is important to us. Please consider taking a brief survey to tell us how we did. For the survey, please click here [here](#)

From: Sydney Elise Lyons

Sent: Friday, May 8, 2026 9:13 AM

To: klorenzoedwards@yahoo.com <klorenzoedwards@yahoo.com>

Subject: Address Verification

Good morning,

Thank you for calling into the GIS department. Your parcel, with TMS# 247-00-00-063, has no associated address. I've attached an address slip showing an overview of this parcel. The address field is blank which should serve as confirmation that there is no address.

I will also continue to poke around and see if I can find any parcel updates to give insight on address history. I'll follow up if I find anything worth sharing. Until then, please don't hesitate to reach out if you need anything else.

Sydney Elise Lyons

Charleston County GIS Technician

4045 Bridge View Drive, North Charleston, SC 29405

843.202.6057

SELyons@charlestoncounty.org



Check out the [GIS HUB!](#)

Your feedback is important to us. Please consider taking a brief survey to tell us how we did. For the survey, please click here [here](#)



247-00-00-063.pdf

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Tab I

Charleston County
Sheriff's Office



Sheriff Carl Ritchie

August 11, 2025

KENNETH L. EDWARDS
5413 5TH FAIRWAY DRIVE
HOLLYWOOD, SC 29449

Re: Case No. (25-6418) Renee Wicks vs.

ER Construction, LLC; OJC, LLC; Richard McDaniel, individually and d/b/a ER Construction; and Kenneth L. Edwards, Individually.

A Judgment has been filed with the *Clerk* of Court for Charleston County in regard to the above referenced case. An Execution against Property has been received in this office for service.

This notice is not required by law but is a courtesy extended to you by the Civil Process Unit, Charleston County Sheriff's Office to avoid any possible embarrassment and inconvenience to you. Pursuant to South Carolina State Law, it is incumbent upon the Sheriff to seek payment in full. **You are required to contact the Sheriff's office prior to any payment, to verify the total amount owed. For your financial protection, please contact this office at (843) 958-2107, prior to making any payments to satisfy this judgement.** Failing this, the Sheriff must seek out and seize any property owned by the defendant and sell the same at public auction to satisfy the Judgment. Failure to respond will result in the Sheriff's Office proceeding under statute.

I will be available Monday through Friday between the hours of 9:00 A.M. and 5:00 P.M My office is located at 100 Broad St Suite 384 Charleston, SC 29401. Please contact me at (843) 958-2110 or (843) 958-2108 within the next ten (10) working days to discuss this Judgment and make the necessary arrangements.

Sincerely,

A handwritten signature in black ink, appearing to read "BW/C".

Lt. B. Wade
Civil Process Unit
Charleston County Sheriff's Office

BW/C

Administrative Office

3691 Leeds Avenue
N. Charleston, SC 29405
~ Sheriff ~
Voice (843) 554-2230
Fax (843) 554-2243

Law Enforcement Division

3691 Leeds Avenue
N. Charleston, SC 29405
~ Patrol ~
Voice (843) 202-1700
Fax (843) 554-2234

Detention Center

3841 Leeds Avenue
N. Charleston, SC 29405
Voice (843) 529-7300
Fax (843) 529-7406

Judicial Center

100 Broad Street, Suite 381
Charleston, SC 29401
Voice (843) 958-2100
Fax (843) 958-2128

Tab J

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	FOR THE NINTH JUDICIAL CIRCUIT
Renee Wicks,	)	CASE NO: 2024-CP-10-03531
Plaintiff,	)	AMENDED
-v-	)	NOTICE OF MOTION AND
ER Construction, LLC; OJC LLC,	)	MOTION TO SET ASIDE DEFAULT
Richard Mc Daniel, individually and d/b/a))	
ER Construction; and Kenneth L. Edwards))	
Individually,)	
_____))	
Kenneth L. Edwards,)	
Third-Party Plaintiff)	
-v-)	
Richard Mc Daniel, individually and d/b/a))	
ER Construction, LLC; OJC LLC)	
Cross-Defendants)	
_____))	

YOU WILL PLEASE TAKE NOTICE that ten (10) days after service hereof, or as soon thereafter as counsel may be heard, Defendant/ Third-Party Plaintiff, (Kenneth L. Edwards, pro se) will move before The Honorable Judge Jocelyn Newman, of the Court of Common Pleas, for an ORDER SETTING ASIDE ANY ENTRY OF DEFAULT and/or DEFAULT JUDGMENT against Kenneth L. Edwards, pursuant to Rule 55 (c) and/or Rule 60 (b) of the SCRCF. The basis of this motion is as follows: (1) there exists good cause to set aside the entry of default and/or default judgment in this case; (2) the default occurred due to mistake, inadvertence, surprise, and/or excusable neglect; (3) this motion has been made within a reasonable time of the discovery of the claimed default; (4) Kenneth L. Edwards, pro se, has valid defenses as succinctly articulated in the attached and filed ANSWER, AFFIRMATIVE DEFENSES, and THIRD-PARTY CROSS-COMPLAINT against Richard McDaniel, individually, d/b/a ER Construction LLC, OJC LLC. 9/6/24. As a further basis to set aside the entry of default, Kenneth L. Edwards, pro se has evidentiary support to show

the court: (1) Attorney C. Brandon Belger engaged in fraud, misrepresentation, deceit and misconduct upon the court in pushing his entry of default.

DENIAL OF RIGHT TO DUE PROCESS OF LAW UNDER BOTH THE 5TH AND 14TH AMENDMENTS TO THE UNITED STATES CONSTITUTION:

SCRCP 5 (a) specifically states that “Notice of any trial or hearing on unliquidated damages shall be given to parties in default.” Roche v. Young Brothers, Inc. 318 S.C. 207, 456 SE 2nd 897, 901 (1995), Beckman Concrete Contractors, Inc v. United Fire and Casualty Co. 360 S.C. 127, 600 SE 2nd 76 (Ct. App. 2004).

SCRCP 4 provides that Service pursuant to this paragraph shall not be the basis for entry of default or a judgment by default unless the record contains a return receipt showing the acceptance by the Defendant. Any such default or judgment by default shall be set aside pursuant to Rule 55 (c) or Rule 60 (b) if the Defendant demonstrates to the court that the return receipt was signed by an unauthorized person. If delivery of the process is refused or returned undelivered, service shall be made as otherwise provided by these rules.

It appears Notice of Hearing for Damages was mailed to Kenneth L. Edwards

4532 Highway 162

Hollywood, S.C. 29449

This address is non-existent.

The record reflects certified mail addressed to Kenneth L. Edwards, 4532 Highway 162, Hollywood, S.C 29449, was returned to Blandon Belger.

Thereafter, on February 26, 2025, Brandon Belger certified to the court that a true and complete copy of Plaintiff’s Notice of Motion and Motion for Damages Hearing in the above-captioned matter was served by placing same with the United States Postal Service, postage prepaid and mailing to Kenneth L. Edwards, 4532, Highway 162, Hollywood, S.C 29449.

Thus, on Wednesday, March 26, 2025 at 3:30 p.m. Brandon Belger proceeded before Judge Jocelyn Newman via Webex. Brandon Belger refused to or failed to disclose to the court that Defendant did not receive Notice of Hearing and Judgment was entered by the court in absentia.

Accordingly, Kenneth L. Edwards, pro se, requests that this court set aside any entry of default and/or default judgment, and allow this matter to proceed to trial.

THIS MATTER is supported by the attached ANSWER, AFFIRMATIVE DEFENSES and THIRD-PARTY COMPLAINT, an attached Exhibit, reflecting the absence of address 4532 Highway 162, Hollywood, S.C 2949. Further, Kenneth L. Edwards, pro se, denies executing the Homeowner/Contractor Agreement with Plaintiff. Moreover, more poignant and to the crux and to the determinative point of the issue before the court, Plaintiff states in allegation 12 of her Complaint: "In furtherance of the work to be performed at the Residence, on or about June 28, 2021, Plaintiff entered into a Homeowner/Contractor Agreement, with the Contractor listed as ER Construction LLC." In addition, Kenneth L. Edwards denies all other substantive allegations in Plaintiff's Complaint, relating to Kenneth L. Edwards.

FINALLY, this Motion may be further supported by Affidavit, Memorandum of Law, and/or evidence which may be received and/or required by the court.

RESPECTFULLY SUBMITTED.

s/Kenneth L. Edwards, pro se

Kenneth L. Edwards. Pro se

P.O. Box 1563

Hollywood, S.C 29449

(843) 437-5798

PLEASE COMMUNICATE AND PROVIDE ALL CORRESPONDENCE TO P.O BOX 1563
HOLLYWOOD, SC 29449.

Title not examined

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON	)	FOR THE NINTH JUDICIAL CIRCUIT
Renee Wicks,	)	CASE NO: 2024-CP-10-03531
Plaintiff,)	
-v-	)	MEMORANDUM OF LAW IN SUPPORT
ER Construction, LLC; OJC LLC,	)	OF MOTION TO SET ASIDE DEFAULT
Richard Mc Daniel, individually and d/b/a))	
ER Construction; and Kenneth L. Edwards))	
Individually)	
_____)	
Kenneth L. Edwards,)	
Third-Party Plaintiff)	
-v-)	
Richard Mc Daniel, individually and d/b/a))	
ER Construction, LLC; OJC LLC)	
Cross-Defendants,)	
_____)	

THIS MEMORANDUM is offered in support of Defendant/Third-Party Plaintiff, Kenneth L. Edwards, Motion to Set Aside Default pursuant to both Rule 55 (c) and/or Rule 60 (b) of the SCRPC.

FACTS

Plaintiff alleges in paragraph 12. of her Complaint: "In furtherance of the work to be performed at the Residence, on or about June 28, 2021, Plaintiff entered into a Homeowner/Contractor Agreement with the contractor listed as ER Construction, LLC." On July 12, 2024, three (3) years after expiration of the period of duration for the STATUTE OF LIMITATION, Plaintiff files an Action for Breach of Contract in the Court of Common Pleas, with no evidence of a Written Contract, in violation of the STATUTE OF FRAUDS.

Plaintiff alleges in paragraph 41. of her Complaint: "Defendant ER held itself out to Plaintiff as a licensed residential home builder."

Plaintiff alleges in paragraph 42. of her Complaint: "Defendant Mc Daniel wholly owns and/or completely dominates and controls Defendant ER."

Plaintiff alleges in paragraph 43. of her Complaint: "Defendant Edwards is a licensed residential home builder."

Plaintiff alleges in paragraph 44. of her Complaint: "Defendant Edwards has no ownership interest, nor is employed by, Defendant ER."

Plaintiff alleges in paragraph 45. of her Complaint: "Defendant ER, at all times relevant to this action:

- a. Failed to observe company formalities.
- b. Was grossly undercapitalized for the purposes of the project.
- c. Was controlled by Mc Daniels and his agents to such an extent that it was merely a façade for the operation of Mc Daniel; and
- d. Did not have a any functioning officers or managaers that were dependent of Mc Daniel; and
- e. Was functionally insolvent.

Plaintiff alleges in paragraph 46. of her Complaint: "Defendant ER and Defendant OJC, at all times relevant hereto, maintained the same owners, officers, principal address, and books."

Plaintiff alleges in paragraph 47, of her Complaint: Defendant Mc Daniel dominated and controlled ER and OJC such that they were merely an alter ego of Mc Dniel, set up to shield him from liability resulting from poor management and performance at the Residence.

THEREFORE, Kenneth L. Edwards, pro se denies the WHEREFORE CLAUSE in Plaintiff's Complaint.

Also, Attorney C. Brandon Belger, misrepresented to the Court: NOTICE OF HEARING, dated February 26, 2025, that a virtual hearing on Plaintiff's Motion for Damages was provided to Kenneth L. Edwards at 4532 Hwy 162, Hollywood, S.C. 29449. Attorney C. Brandon Belger, through his disingenuous stratagems of fraud, deceit, misrepresentation and misconduct upon the court has selectively utilized various addresses for Kenneth L. Edwards, pro se. Thus, there can be no question that Kenneth L. Edwards, pro se has a

number of meritorious defenses in these frivolous actions lodged by Attorney C. Brandon Belger against Kenneth L. Edwards.

PROCEDURAL HISTORY

The Summons and Complaint was filed July 12, 2024, after the STATUTE OF Limitation, expired. Allegedly the Summons and Complaint was served on August 14, 2024 and the Responsive Pleadings were served 9/6/2024, on C Brandon Belger at 1058 East Montague Ave. North Charleston, S.C 29405. On September 24, 2024, C Brandon Belger filed an Entry of Default. On February 26, 2025, C. Brandon Belger scheduled a Motion Hearing for Damages for March 26, 2025. On August 11, 2025, C. Brandon Belger filed a Judgment against Kenneth L. Edwards with the Clerk of Court for Charleston County.

STANDARD OF REVIEW

The decision whether to set aside and entry of default or a default judgment lies solely within the sound discretion of the circuit court. Harbour Island Owner's Ass'n v. Preferred Island Props., Inc., 369 S.C. 540, 544, 633 S.E. 2d 497, 499 (2006). Likewise, "the decisions to deny or grant a motion made pursuant to Rule 60 (b), SCRCP, is within the sound discretion of the trial judge." Ware v. Ware, 404 S.C. 1, 10, 743 SE 2nd 817, 822 (2013).

DISCUSSION

Rule 55 (c) SCRCP, permits a party to set aside default upon a showing of "mere good cause." Regions Bank v Owners, 402 S.C, 642, 648, 641 S.E. 2nd 51, 54 (Ct. App 2013) This standard required a party seeking relief from an entry of default under 55 (c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice." Sundown Operating Co. v. Intedge Indus., Inc. 383 S.C 601, 607, 681 SE 2nd 885, 888 (2009).

Rule 60 (b) (1), SCRCP, provides relief to a party from final judgment on the grounds of mistake, inadvertence, surprise, or excusable neglect. To obtain relief from a default judgment, the movant must also show a meritorious defense." Tri-County Ice and Fuel v. Palmetto Ice, 303 S.C. 237, 242, 399 SE 2nd 779, 782 (1991).

Once a party has put forth a satisfactory explanation for the default, the trial court must also consider: (1) the timing of the motion for relief; (2) whether the Defendant has a meritorious relief; and (3) the degree of prejudice to the Plaintiff if relief is granted." Id. At

607-08, 681 S.E. 2nd at 88 (citing Wham v. Shearson Lehman Bros., Inc 298 S.C. 462, 465, 381 S.E. 2nd 499, 501-502 (Ct App 1989).

While Kenneth Edwards, pro se, mailed a copy of the responsive pleading to 1058 East Montague Ave, North Charleston, South Carolina 29405, on 9/6/ 2024, and while C. Brandon Belger has utilized various addresses to communicate with Kenneth L. Edwards, and whereas, C. Brandon Belger is very much aware of the numerous Affirmative Defenses and whereas, Kenneth L. Edwards engaged in no contractual relationship with Plaintiff, and further that Kenneth L. Edwards has no liability, to Plaintiff, and whereas Kenneth L. Edwards has caused no damages to Plaintiff, good cause is shown for the entry of default to be set aside. There is absolutely no prejudice to Plaintiff in granting this Motion to Set Aside the Entry of Default and proceeding before the Jury on the merits of this Action. Setting aside the Entry of Default and allowing the court to consider the Statute of limitation, the Statute of Fraud, the Lack of Consideration, a Motion for Summary Judgment on behalf of the Defendant, Kenneth L. Edwards, pro se, will be in the best interest of Justice for all parties involved herein.

CONCLUSION

For these reasons set forth above, Kenneth L. Edwards, Pro Se Motion to Set Aside the Entry of Default and/or Judgment should be Granted.

RESPECTFULLY SUBMITTED

s/Kenneth L. Edwards, Pro Se

S/ Kenneth L. Edwards, Pro SE

P.O. Box 1563

Hollywood, S.C 29449

(843) 437-5798

Tab K

Common Pleas
Charleston County Judicial Center
100 Broad Street - Suite 106
Charleston, SC 29401-9401

STATE OF
SOUTH CAROLINA



Kenneth Edwards
Po Box 1563

Hollywood, SC 29449

NOTICE OF MOTION SCHEDULING

November 13, 2024

Motion "MOTAPP - Motion/Appeal" for Case: 2023CP1005556 - Jacqueline D Cooper Parker , plaintiff, et al VS Lenna Kirchner , defendant, et al has been added to the following Motions Roster:

835 - Judge Jefferson Virtual Motion Roster December 9, 2024

This hearing of this motion has been scheduled for 12/9/2024 at 10:30 AM.

Motion(s) on the above referenced case will be heard by the Honorable Judge Deadra L. Jefferson on the above specified date and time. The hearing will be held via the WebEx Virtual Courtroom.

To access the virtual courtroom, go to the South Carolina Judicial Website at SCCOURTS.ORG. Click "Calendar," then "Monthly View," then "Circuit" on the day your hearing is scheduled. Scroll until you find Judge Deadra L. Jefferson, then click the "Virtual Courtroom" link.

Please enter your full name and email address to join.

You are to E-File all memos, affidavits, and supporting documents 48 hours before your scheduled hearing.

For questions, please contact Joy Johnson at (843) 958-5049 or jsjohnson@charlestoncounty.org

Mail Notice To:

Kenneth Edwards
Po Box 1563

Hollywood, SC 29449

Court Info:

Common Pleas
Charleston County Judicial Center
100 Broad Street - Suite 106
Charleston, SC 29401-9401

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843) 958-5000

Common Pleas
Charleston County Judicial Center
100 Broad Street - Suite 106
Charleston, SC 29401-9401

STATE OF
SOUTH CAROLINA



Kenneth Edwards
Po Box 1563

Hollywood, SC 29449

NOTICE OF MOTION SCHEDULING

February 18, 2025

Motion "MSUMJM - Motion/Summary Judgment" for Case: 2024CP1006259 - Kenneth Edwards VS Shah Faravashi, defendant, et al has been added to the following Motions Roster:

905 - Judge Clyburn Pope Virtual Motion Roster March 19, 2025

This hearing of this motion has been scheduled for 3/19/2025 at 11:30 AM.

Can I use the Webex also at 1:00 P.M for my second hearing

Motion(s) on the above referenced case will be heard by the Honorable Judge Courtney Clyburn Pope, on the above specified date and time. This hearing will be held via the WebEx Virtual Courtroom. To access the virtual courtroom, go to the South Carolina Judicial Website at SCCOURTS.ORG. Click "Calendar", then "Monthly View", then "Circuit" on the day your hearing is scheduled. Scroll until you find Judge Courtney Clyburn Pope, then click the "Virtua! Courtroom" link.

Please enter your full name and email address to join.

Please submit a copy of your motions, memorandums or briefs, one week prior to your scheduled hearings, to cpopele@sccourts.org

For questions, please contact Joy Johnson at (843) 958-5049 or jsjohnson@charlestoncounty.org

Mail Notice To:
Kenneth Edwards Po Box 1563 Hollywood, SC 29449

Court Info:
Common Pleas Charleston County Judicial Center 100 Broad Street - Suite 106 Charleston, SC 29401-9401

If you have any questions regarding the scheduling of this motion, please contact the courts at:

(843) 953-5000

AND HONORABLE JUDGE CLYBURN POPE

I Proof of Service

BASIS FOR APPEAL Case No: 2024-CP-10-03531

1. The Appellant was served with the Summons and Complaint on August 14, 2024.
2. The South Carolina Courts E-Filing System, after service on August 14, 2024, refused to accept from PRO SE APPELLANT the Answer, Affirmative Defenses, Cross Complaint, after numerous unsuccessful uploading attempts, between August 14, 2024 and September 24, 2024.
3. Then and there, The PRO SE APPELLANT, on September 6, 2024, hand delivered the Answer, Affirmative Defenses, Cross-Complaint, to Attorney C. Brandon Belger, at his office, 1058 East Montague Avenue, N. North Charleston, S.C 29406.
4. Attorney C. Brandon Belger refused to acknowledge written receipt of the Answer, Affirmative Defenses, Cross Complaint, and replied: "He would upload the Answer, Affirmative Defenses, Cross Complaint, through his system."
5. Further, on September 6, 2024, PRO SE APPELLANT, hand delivered the Answer, Affirmative Defenses, Cross Complaint to Charleston County Common Pleas Clerk of Court for E-filing.
6. It later appeared either clerical error, mistake, or omission was made with the E Filing for PRO SE APPELLANT for the September 6, 2024, dated Answer, Affirmative Defenses, and Cross Complaint.
7. Much later, the Answer, Affirmative Defenses, Cross Complaint reflects electronically filed 2025 August 20, at 2:40 PM Charleston Common Pleas Case No:2025CP1004653.
8. The above-styled case is numbered: 2024-CP-10-03531.
9. It was later discovered on September 24, 2024, Attorney C. Brandon Belger, filed an ENTRY OF DEFAULT against PRO SE APPELLANT.
10. On February 26, 2025, Attorney C. Brandon Belger, at 11:12 A.M. E-filed and scheduled a Motion Hearing for Damages (UNLIQUADATED DAMAGES) for Wednesday, March 26, 2025, at 3:30 P.M. NO NOTICE AND OPPORTUNITY TO BE HEARD was provided to PRO SE APPELLANT.
11. Pursuant to SCRCP 5 (a), Notice of any trial or hearing on Unliquidated damages shall also be given to parties in Default by first class mail to the last known address of such party, whether or not such party, has appeared in the action.
12. The Attorney Information System shows Kenneth L. Edwards P.O. Box 1563 Hollywood, S.C. 29449.

13. Attorney C. Brandon Belger misrepresented facts to Charleston County Court of Common Pleas on March 26, 2025 at 3:30 P.M.
14. Page 2 of the Certificate of Service authored by Attorney C. Brandon Belger for Case No: 2024-CP-10-03531, certifies true and complete copy of Plaintiff's Notice of Motion and Motion for Damages Hearing in the above -captioned matter was served by placing same with the United States Postal Service, postage prepaid, and mailing to the below address: Kenneth L. Edwards 4532 Highway 162, Hollywood, S.C 29449, (See Tab D)
15. The ADDRESS VERIFICATION FROM SYNDNEY ELISE LYONS, CHARLESTON COUNTY PLANNING AND ZONING DEPARTMENT PROVIDES THE COURT WITH CLEAR AND CONVINCING EVIDENCE THAT 4532 Hwy 162 is a NON-EXISTENT ADDRESS. Thus, the lower court erred in factually concluding THE APPELLANT HAD NO MAILING RECEPTACLE, with no evidentiary support.
16. On August 11, 2025, Attorney C. Brandon Belger, filed a Judgment against PRO SE APPELLANT, absent proper Notice and opportunity to be heard, in the Charleston County Court of Common Pleas.
17. Further, on August 11, 2025, Attorney C. Brandon Belger, provided the Charleston County Sheriff's Office with an Execution for Service against property, indexed in the name of PRO SE APPELLANT.
18. The Charleston County Court of Common Pleas erred in denying PRO SE APPELLANT relief from entry of Default Judgment under the right to Due Process of Law depriving PRO SE APPELLANT of life, liberty, and property, both under the 5th and 14th Amendments to the U,S Constitution.
19. The Charleston County Court of Common Pleas erred in continuously allowing the RESPONDENT to proceed with an interlocutory decree to pilfer and plunder financial gain from PRO SE APPELLANT, through misrepresentation, fraud and deceit before the court.
20. The Charleston County Court of Common Pleas erred in denying PRO SE APPELLANT relief from entry of Default Judgment based on clerical error, mistake, and/ or omissions with the electronic filing of ANSWER, AFFIRMATIVE DEFENSES, CROSS-COMPLAINT, dated September 6, 2024, on record in Case file no: 2024-CP-10-03531.
21. The Charleston County Court of Common Pleas erred in denying PRO SE APPELLANT to proceed before the court on the merits.

22. The Charleston County Court of Common Pleas erred in denying PRO SE APPELLANT relief from entry of Default Judgment, based on a failure and/or refusal of the court to analyze and consider the “totality of the circumstances of the entire case”.
23. The Charleston County Court of Common Pleas erred in denying PRO SE APPELLANT relief from entry of Default Judgment, based on the court’s failure/ and or refusal to look at the face of the Complaint and make a cursory analysis of the expiration of the Statute of Limitations for the Appelle to file her Complaint,
24. The Charleston County Court of Common Pleas erred in denying PRO SE APPELLANT relief from entry of Default Judgment, base on the court’s failure/and or refusal to look at the face of the Complaint and ascertain the ABSENCE OF A WRITTEN CONSTRUCTION CONTRACT BETWEEN PRO SE APPELLANT AND APPELLE.
25. The Charleston County Court of Common Pleas erred in denying PRO SE APPELLANT relief from entry of Default Judgment, based on the court’s failure /and or refusal to activate simple discretion, prudence and circumspection in utilizing the Statute of Frauds and the need for an integrated writing between the PRO SE APPELLANT and the APPELLE as applied to the total circumstances of this case.
26. The Charleston County Court of Common Pleas erred in denying PRO SE APPELLANT relief from entry of Default Judgment merely by abusing discretion/ and or failing to exercise discretion in showing a lack of discreet of the FACTUAL ALLEGATIONS of the Complaint, as alleged by APPELLE in paragraphs 41-52, of the Complaint.

WHEREFORE, PRO SE APPELLANT kindly requests this court to grant PRO SE APPELLANT relief from entry of Default Judgment, and remand the case to the lower court, for further proceedings.

RESPECTFULLY SUBMITTED.

PRO SE APPELLANT

Kenneth L. Edwards

P.O. Box 1563

Hollywood, S.C 29449

843) 437-5798

SC Bar 62877

klorenzoedwards@yahoo.com