

**THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS**

Complete Heat & Air, LLC,
Respondent,

v.

Michelle Lindsay and Shaun Lindsay,
Appellants.

Appellate Case No. 2026-001025

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SC Court of Appeals

**RESPONSE IN OPPOSITION TO RESPONDENT'S REQUEST FOR SUPERSEDEAS
BOND AND REAFFIRMATION OF EMERGENCY MOTION FOR STAY**

Appellant Shaun Lindsay respectfully submits this Response in Opposition to Respondent's request that any stay pending appeal be conditioned upon the posting of a full supersedeas bond. Appellant further reaffirms the previously filed Emergency Motion for Stay pending appellate review.

This appeal directly challenges the validity of the underlying judgment itself, including disputed issues concerning service of process, personal jurisdiction, notice, due process, contractual liability, accounting disputes, and continued enforcement proceedings arising from the underlying judgment.

Respondent's opposition attempts to characterize these matters as fully resolved factual issues. However, the foundational jurisdictional and due process disputes remain the very subject of the pending appeal presently before this Court.

Respondent now relies upon communications from Michelle Lindsay as evidence that the lawsuit was "promptly received and acknowledged," while the underlying default judgment proceeded under findings that Defendants failed to answer or deny the debt. Appellant respectfully submits that notice and legally sufficient service are distinct legal concepts presently before the appellate court.

Michelle Lindsay has consistently maintained that she was never personally served. Shaun Lindsay has likewise consistently maintained that he was never personally served, was residing in Texas at the time substituted service was allegedly attempted through Michelle Lindsay in South Carolina, and that the South Carolina property was not his dwelling house or usual place

of abode during the relevant period. Appellant further respectfully maintains that referenced affidavits, witness statements, and supporting exhibits associated with the lower court record reflect that Shaun Lindsay had already relocated from the South Carolina residence and was living and working outside the state prior to and during the period service was allegedly attempted, including out-of-state employment and temporary hotel stays associated with work in Texas and Louisiana. Appellant further respectfully notes that referenced affidavits and witness statements from Michelle Lindsay, Paul Garcia III, and other witnesses associated with the lower court record support the position that Shaun Lindsay was not residing at the South Carolina property during the relevant time period. Appellant further respectfully submits that Respondent was informed early in the proceedings that the parties were living separately and nevertheless continued attempting substituted service through Michelle Lindsay despite disputed authority and residency issues.

Importantly, the May 17, 2024 email relied upon by Respondent was authored solely by Michelle Lindsay. Shaun Lindsay was not copied, did not participate in that exchange, and did not authorize any response on his behalf. That communication therefore cannot independently establish personal jurisdiction, waiver, consent, or proper service as to Shaun Lindsay individually.

Appellant further respectfully notes that portions of the same May 17, 2024 communication were later referenced by Respondent during subsequent proceedings as evidence that Michelle Lindsay acknowledged or agreed with the claimed balance. However, the communication itself also reflected ongoing review of the amount claimed, referenced prior payments, including communications acknowledging receipt or application of payments reflected within Respondent's own records and invoices, and included language disputing or questioning the accuracy of the balance pending further review.

Appellant respectfully submits that the communication therefore reflected a disputed and actively discussed matter rather than a purely uncontested claim. Appellant further respectfully submits that the characterization of the matter as procedurally uncontested while simultaneously relying upon the same communications as evidence of acknowledgment and agreement presents issues warranting careful appellate review before continued enforcement proceedings advance further.

Appellant further submits that the May 17, 2024 email cannot fairly be treated as both proof of participation and agreement when useful to Respondent, while also being disregarded for purposes of default when Michelle Lindsay expressly stated, "Please let this serve as my answer to this suit." The same communication and related payment history demonstrate that the amount claimed was disputed, that prior payments were relevant, and that the matter was not a clean uncontested default.

Appellant further respectfully submits that Respondent's reliance upon the May 17, 2024 communication presents a significant contradiction within the procedural history of this matter. Respondent now relies upon the communication as evidence of acknowledgment, participation, and alleged agreement concerning the debt, while the underlying default judgment

simultaneously proceeded upon representations that Defendants failed to answer or otherwise contest the matter. Appellant respectfully submits that the same communication cannot reasonably be treated as both legally insufficient to prevent default and simultaneously sufficient to establish acknowledgment or agreement when later relied upon for enforcement purposes.

The referenced May 17, 2024 communication also expressly stated, "Please let this serve as my answer to this suit," while simultaneously disputing the amount claimed, referencing unresolved payment issues, and requesting additional review concerning the balance asserted by Respondent. (Exhibits 25, 26, and 27.)

Appellant respectfully submits that the same communication cannot reasonably be treated as proof of participation, acknowledgment, and notice when useful to Respondent, while simultaneously being disregarded as legally insufficient for purposes of default.

Appellant further respectfully submits that the underlying record reflects repeated disputes concerning both the amount allegedly owed and the procedural handling of the matter long before default judgment enforcement proceedings escalated. Michelle Lindsay repeatedly communicated concerns regarding accounting discrepancies, prior payments, military-discount issues, and the accuracy of the claimed balance, while simultaneously attempting to respond to and engage the matter directly. Appellant respectfully submits that these communications and related exhibits materially undermine the characterization of this matter as a clean uncontested default and warrant careful appellate review before continued enforcement proceedings advance further.

The underlying records reflect multiple revised invoice amounts associated with the HVAC transaction itself, including an original May 17, 2023 quote in the amount of \$12,756 (Exhibit 2a), a revised May 18, 2023 quote in the amount of \$14,081 (Exhibits 2b and 2c), and a later revised amount of approximately \$16,230 following additional alleged equipment-related changes. (Exhibits 2d and 2e.)

The referenced communications and payment materials further reflect discussions concerning a promised military discount that was repeatedly referenced by employees of Respondent but later denied or omitted during collection and enforcement proceedings. (Exhibits 3a–3f and (Exhibit 27.)

The underlying records further reflect communications acknowledging multiple payments and deposits associated with the disputed balance, including a \$6,194 deposit payment, an additional \$3,000 payment associated with revised pricing discussions, a later \$500 payment, and a subsequent \$1,500 payment. (Exhibits 2f and 3a–3f.)

Appellant respectfully submits that Respondent's own communications and records simultaneously acknowledged certain payments, accounting discussions, revised invoices, and disputed balances while later characterizing the matter as an uncontested default involving no meaningful dispute concerning the amount allegedly owed.

Appellant respectfully submits that these contradictions materially undermine characterization of the matter as a clean uncontested default and warrant careful appellate review before continued enforcement proceedings advance further.

Appellant further respectfully submits that the amount allegedly owed has remained disputed throughout these proceedings and that Respondent possesses the underlying payment records, invoices, credits, and accounting materials necessary to provide a full and accurate accounting and reconcile the balance claimed. Appellant respectfully maintains that continued enforcement proceedings should not advance while substantial accounting disputes remain unresolved and while the underlying jurisdictional validity of the judgment itself remains under appellate review.

Appellant respectfully submits that the reliability of the balance claimed remains materially disputed where the underlying record reflects multiple revised invoice amounts, disputed credits, acknowledged payments later questioned during enforcement proceedings, and unresolved accounting discrepancies associated with the HVAC transaction itself. (Exhibits 2a–2f, 3a–3f, 27, and 28.)

Appellant respectfully submits that equitable enforcement remedies should be approached cautiously where substantial disputes remain concerning the underlying accounting history, service issues, and procedural handling of the matter itself.

Additionally, Appellant has consistently maintained that substantial factual disputes exist concerning service of process, including allegations concerning substituted service, service upon a minor, residence and abode issues, participation, and whether legally sufficient service was ever properly accomplished as to Shaun Lindsay individually. Appellant further respectfully notes that referenced witness statements associated with the lower court record include allegations that the individual who initially received the documents was a minor child who later stated he believed the materials were junk mail and discarded them without understanding their significance. Appellant further respectfully notes that referenced service materials and witness statements also include allegations that the physical descriptions contained within the related service affidavits materially differed from one another, further contributing to the disputed factual issues surrounding service and notice presently before the Court. These issues directly affect the jurisdictional foundation upon which all subsequent enforcement proceedings presently rely.

Michelle Lindsay likewise stated in witness statements and related filings that she did not accept service on behalf of Shaun Lindsay and did not possess authority to waive service, accept jurisdiction, or otherwise respond on his behalf individually. Appellant has consistently maintained that the parties had already been living separately prior to the commencement of the litigation, although formal written separation documentation was finalized and documented later. Appellant respectfully submits that these facts are directly relevant to the disputed substituted-service and jurisdictional issues presently before the Court.

Appellant further respectfully maintains that Shaun Lindsay did not become aware of the proceedings or the existence of the underlying judgment until the later Master in Equity

enforcement proceedings, long after the default judgment had already been entered and substantial enforcement consequences had begun to develop. Appellant respectfully submits that this timing is directly relevant to the disputed jurisdictional and due process issues presently before the Court, particularly where enforcement proceedings affecting property rights and financial obligations continued to advance before Shaun Lindsay had a meaningful opportunity to contest service, jurisdiction, liability, or the validity of the underlying judgment itself, including restrictions affecting property rights, financial obligations, and enforcement proceedings arising from a judgment Appellant maintains was entered without valid jurisdiction as to Shaun Lindsay individually.

Appellant further respectfully submits that throughout multiple proceedings Michelle Lindsay repeatedly attempted to raise concerns regarding disputed amounts, service, notice, due process, accounting discrepancies, and the accuracy of the factual assumptions being relied upon to support continued enforcement. Appellant respectfully maintains that these concerns were not meaningfully resolved before substantial enforcement consequences were permitted to continue escalating.

Additionally, Shaun Lindsay has consistently maintained that he was not a contracting party to the underlying HVAC agreement, did not request the work, did not authorize the work, did not approve the work, did not sign any agreement, and did not participate in the underlying transaction. Appellant further respectfully submits that the HVAC work at issue was arranged independently during separation-related circumstances involving preparation of the residence for potential sale and that Shaun Lindsay was not involved in contracting for, directing, approving, requesting, or participating in the work giving rise to the disputed debt. Appellant respectfully maintains that these circumstances further support the disputed issues concerning personal contractual liability presently before the Court. Appellant respectfully submits that ownership of real property and marital status alone do not create personal contractual liability, do not establish assent to a private debt, and do not waive constitutional due process protections. These issues are directly relevant to whether a default judgment should have been entered against Shaun Lindsay personally without meaningful notice, legally sufficient service, or an opportunity to contest liability before enforcement proceedings began.

Appellant further respectfully submits that the record reflects substantial inconsistencies regarding notice and participation throughout the proceedings, including allegations that notice was repeatedly provided concerning later enforcement and financial-disclosure proceedings while meaningful notice concerning the underlying judgment proceedings themselves remained disputed. Appellant respectfully submits that these circumstances further support careful appellate review of the jurisdictional and due process issues presently before the Court.

Appellant further maintains that substantial enforcement proceedings have continued to escalate despite unresolved disputes regarding jurisdiction, service, notice, participation, liability, accounting, and due process. What began as a disputed service issue has now progressed into default judgment enforcement, contempt proceedings, attorney fee requests, restrictions affecting property rights, compelled financial disclosures, and requests for supersedeas security, all while

the underlying jurisdictional validity of the judgment itself remains under active appellate review.

Appellant respectfully submits that every subsequent enforcement action, contempt proceeding, and restriction affecting property rights presently derives from the validity of the underlying judgment itself, which remains actively disputed on jurisdictional and due process grounds.

Respondent's opposition repeatedly relies upon assumptions that Appellant respectfully maintains were never fully subjected to meaningful evidentiary examination before judgment was entered. Appellant maintains that no traditional contested judgment hearing occurred prior to entry of the default judgment despite continuing disputes regarding service, notice, participation, liability, payments made toward the debt, accounting discrepancies, and the amount allegedly owed.

Appellant respectfully submits that throughout the course of this matter Respondent repeatedly attempted to throw fastballs past the Court through procedural maneuvering, assumptions presented as settled facts, and continued escalation of enforcement proceedings before the underlying jurisdictional disputes were meaningfully examined. Appellant respectfully asks this Court to carefully slow the matter down, review the full record (Pickens County Case No.: 2024CP3900404), exhibits, witness statements, payment history, service disputes, residency evidence, and procedural history in their totality, and ensure that substantial due process and jurisdictional concerns are fully considered before further enforcement consequences are permitted to continue.

Appellant further respectfully submits that the continued reliance upon disputed factual representations concerning service, notice, participation, payments, and the amount allegedly owed raises serious concerns regarding misrepresentations presented to the lower court and issues Appellant believes warrant careful review to avoid potential fraud upon the court.

Appellant further respectfully directs the Court to the referenced Exhibit Index associated with the underlying Pickens County matter, Case No. 2024-CP-39-00404, including witness statements, affidavits, disputed service materials, payment records, invoices, credits, and accounting materials necessary to provide a full and accurate accounting and reconcile the balance claimed.

Appellant does not raise these concerns disrespectfully toward the Court, but rather out of sincere concern that substantial factual and jurisdictional disputes may have become procedurally overshadowed as the matter rapidly progressed into enforcement.

Appellant further respectfully submits that Michelle Lindsay and Shaun Lindsay are not individuals attempting to evade legitimate judicial process, but rather individuals who have consistently attempted to raise concerns regarding disputed service, accounting discrepancies,

contractual liability, notice, and due process throughout these proceedings. Michelle Lindsay previously served as an intelligence analyst for the federal government, and Shaun Lindsay is a service-connected disabled veteran. Appellant respectfully maintains that Respondent's filings repeatedly frame Appellants as unwilling debtors while minimizing the substantial jurisdictional, procedural, and factual disputes that have remained active throughout this matter.

Appellant respectfully submits that continued enforcement efforts prior to resolution of the jurisdictional issues on appeal risk creating irreparable consequences that cannot easily be undone should the underlying judgment later be determined void or improperly entered. Preservation of the status quo pending appellate review is therefore critical to ensure that meaningful relief remains available.

Appellant respectfully submits that preservation of the status quo pending appellate review does not extinguish Respondent's ability to pursue lawful remedies should the underlying judgment ultimately be affirmed, but continued enforcement prior to review risks irreversible consequences should the judgment later be determined void or improperly entered.

Because every subsequent enforcement action in this matter derives from the validity of the original judgment itself, Appellant respectfully submits that careful appellate review of the underlying jurisdictional and service issues should precede any expansion of enforcement remedies or financial security requirements.

Respondent further characterizes Appellants' likelihood of success on appeal as minimal. Appellant respectfully submits that the merits of the appeal remain for determination by the appellate court after full review of the jurisdictional, service, notice, contractual liability, accounting, and due process issues presented. Appellant respectfully maintains that these issues are substantial and directly affect the validity and enforceability of the underlying judgment itself.

Requiring Appellants to post a full supersedeas bond under these circumstances would create severe and inequitable hardship. Michelle Lindsay is unemployed and resides in South Carolina with the minor children. Shaun Lindsay resides in Texas and is a service-connected disabled veteran. The property at issue represents the family's primary and only significant asset.

Appellant further respectfully submits that the ongoing enforcement posture and restrictions affecting the subject property have created substantial financial hardship while Appellant simultaneously attempts to navigate ongoing separation-related matters, interstate obligations, and the practical difficulty of securing legal representation during active enforcement proceedings.

Appellant respectfully submits that requiring security sufficient to satisfy the full judgment before meaningful appellate review of the disputed jurisdictional issues would effectively deprive Appellants of meaningful appellate relief while simultaneously risking irreparable harm should the underlying judgment later be determined invalid.

Respondent further asserts that continued enforcement pending appeal would not substantially prejudice Appellants. Appellant respectfully disagrees.

The property at issue represents the family's primary and only significant asset. Continued enforcement activity, financial pressure, compelled security obligations, compelled financial disclosures, or restrictions affecting the ability to manage, refinance, transfer, preserve, or dispose of the property prior to resolution of the jurisdictional issues on appeal risk creating consequences that may not be fully remediable should the underlying judgment later be determined invalid.

Appellant further respectfully submits that ongoing restrictions affecting the property substantially interfere with the parties' ability to comply with separation-related obligations, preserve equity, and secure alternative living arrangements.

Appellant respectfully submits that preservation of the status quo is therefore essential to ensure that meaningful appellate review remains available.

Appellant respectfully submits that the issues presently before the Court extend beyond a routine collection dispute. The pending appeal raises foundational questions concerning notice, jurisdiction, service of process, contractual liability, due process, and the meaningful opportunity to be heard before substantial legal consequences were imposed.

Appellant respectfully submits that the purpose of a stay pending appeal is to preserve the status quo while substantial appellate issues are reviewed. Here, the appeal challenges the foundational validity of the judgment itself. Under such circumstances, preservation of existing conditions pending appellate review better serves the interests of fairness, judicial economy, and meaningful appellate relief than continued escalation of enforcement measures before those threshold issues are resolved.

Appellant respectfully submits that meaningful notice, a meaningful opportunity to be heard, and careful review of disputed jurisdictional issues remain fundamental principles underlying both South Carolina procedure and constitutional due process protections implicated throughout the present appeal, particularly where ongoing enforcement restrictions continue affecting significant property interests, equity preservation, financial obligations, and the parties' ability to resolve separation-related matters.

Appellant respectfully submits that fundamental fairness and due process concerns arise where a communication expressly submitted as an "answer" was later disregarded for purposes of default while simultaneously relied upon during subsequent enforcement proceedings as evidence of acknowledgment, participation, and notice.

WHEREFORE, Appellant respectfully requests that this Court:

1. Deny Respondent's request that any stay be conditioned upon a supersedeas bond;

2. Grant Appellant's previously filed Emergency Motion for Stay pending appeal;
3. Stay enforcement proceedings, contempt proceedings, collection activity, compelled financial disclosures, and restrictions affecting the subject property pending appellate review;
4. Preserve the status quo concerning the property located at 196 Mistr Lane, Pickens, South Carolina, including staying restrictions affecting sale, transfer, refinancing, marketability, equity preservation, or encumbrance of the property pending appellate review;
5. Preserve the status quo while the jurisdictional and due process issues presently before this Court are reviewed; and
6. Grant such other and further relief as this Court deems just and proper.

EXHIBITS

Exhibit 25 – May 17, 2024 Email Communication from Michelle Lindsay referenced in Respondent's Opposition and Appellant's Response.

Exhibit 26 – Sworn Statement of Michelle Lindsay concerning disputed service, service to a minor, notice, payment disputes, separation-related residency issues, and jurisdictional matters associated with the underlying proceedings.

Exhibit 27 – Addendum Statement of Michelle Lindsay concerning revised invoices, payment acknowledgments, military-discount disputes, accounting discrepancies, communications with Respondent and Respondent's counsel, disputed service issues, and related procedural matters associated with the underlying proceedings.

Exhibit 28 – Email communications and accounting-related materials concerning revised invoice amounts, payment acknowledgments, military-discount discussions, and disputed balances associated with the HVAC transaction.

Exhibit 29 – Supporting invoice, payment, and accounting materials associated with disputed balances, revised invoice amounts, and related communications referenced throughout Appellant's Response.

Respectfully submitted,

Shaun Lindsay

Shaun Lindsay
Pro Se Appellant
101 Rainbow Drive #14938
Livingston, Texas 77399

Date: May 11, 2026

EXHIBIT INDEX – REFERENCED LOWER COURT RECORD, APPELLATE FILINGS, AND SUPPORTING MATERIALS

Referenced Lower Court Matter:

Complete Heat & Air, LLC v. Michelle Lindsay and Shaun Lindsay
Pickens County Case No. 2024-CP-39-00404

Referenced Appellate Matter:

**South Carolina Court of Appeals
Appellate Case No. 2026-001025**

The following exhibits, affidavits, witness statements, communications, payment records, transcript materials, and supporting filings are referenced throughout Appellant’s Emergency Motion for Stay, Notice of Appeal, and Response in Opposition to Respondent’s Request for Supersedeas Bond. These materials remain associated with the referenced Pickens County matter, underlying record, and related public index filings.

Exhibits 25–28 are attached hereto. Referenced Exhibits 1–23 and related supporting filings remain available within the Pickens County lower court record, underlying filings, and public index associated with Case No. 2024-CP-39-00404.

Exhibit 1: Null & Void Statement – Now see Exhibit 26 – Sworn Statement of Michelle Lindsay

Exhibit 2: Conflicting Quotes and Sales Documents

Exhibit 3: Disputed Payment Records and Email Threads Confirming Payments

Exhibit 4: David Wyatt Email Communications

Exhibit 5: Affidavit of Residence – Shaun Lindsay

Exhibit 6: Legal Separation Agreement between Shaun Lindsay and Michelle Lindsay

Exhibit 7: Michelle Lindsay Public Assistance and Food Stamp (SNAP) Verification

Exhibit 8: Michelle Lindsay Attempt to Obtain Legal Aid and Rejection

Exhibit 9: Affidavit of Service – Kimberly Hall Owens

Exhibit 10: Affidavit of Non-Service – Michelle Lindsay

Exhibit 11: Witness Statement and Statement of Service of a Minor

Exhibit 12: Hearing Notification for January 21, 2025 sent via email by David Wyatt

Exhibit 13: Sworn Statement of Sabotage by Complete Heat & Air – Michelle Lindsay

Exhibit 14: Technician Confirmation Summary

Exhibit 15: Witness Statements concerning sabotage – Ethan Lindsay

Exhibit 16: Witness Statements concerning sabotage – Helen Hollingsworth

Exhibit 17: Judgment Entered

Exhibit 18: Order to Appear received from David Wyatt via Email

Exhibit 19: Records Request Email Thread between Amy B. and Michelle Broom

Exhibit 20: Transcript Request and Hearing Record Email Thread between Freda Junkins and Shaun Lindsay

Exhibit 20 ADDENDUM: South Carolina Court Transcript Request Materials submitted by Shaun Lindsay relating to Case No. 2024CP3900404

Exhibit 21: Transcript Request for Docket Number 2024CP3900404

Exhibit 22: Statement of No Retaliation Order

Exhibit 23: ADDENDUM Attachment A – Incident Log Supporting No Trespass Notice with Video Footage on Attached USB

Exhibit 24: March 4, 2025 Master in Equity Hearing Court Transcript

Exhibit 25: May 17, 2024 Email Communication from Michelle Lindsay referenced in Respondent’s Opposition and Appellant’s Response

Exhibit 26: Sworn Statement of Michelle Lindsay concerning disputed service, notice, payment disputes, separation-related residency issues, and jurisdictional matters associated with the underlying proceedings

Exhibit 27: Addendum Statement of Michelle Lindsay dated May 13, 2026 concerning payment history, disputed accounting, May 2024 communications with Respondent’s counsel, notice issues, separation-related service concerns, and enforcement proceedings

Exhibit 28: Email communications from Korbin/Corbin Frazier acknowledging substantial payments, installation scheduling upon payment confirmation, and military discount discussions

Referenced exhibits include supporting attachments, payment records, email chains, transcript materials, affidavits, witness statements, and related filings associated with the underlying Pickens County matter.

Shaun Lindsay

Shaun Lindsay
Pro Se Appellant
Livingston, Texas



Shaun Lindsay <shaun@shaunlindsay.com>

Fwd: Complete Heat and Air litigation - extension granted to May 24, 2024

3 messages

Lindsay Family <family@michelledugger.com>
To: Shaun Lindsay <shaun@shaunlindsay.com>

Fri, Apr 24, 2026 at 1:35 PM

----- Forwarded message -----

From: Lindsay Family <family@michelledugger.com>
Date: Mon, Apr 6, 2026 at 12:28 PM
Subject: Re: Complete Heat and Air litigation - extension granted to May 24, 2024
To: David Wyatt <wyatt@seblawfirm.com>

Mr. Wyatt

After the hearing, I've given this a lot of thought and I'd like to resolve this and move on.

I'm not agreeing with the amount that's been claimed, but I'm also not saying nothing is owed. Based on what has already been paid and what I believe is actually remaining, I am willing to pay \$3,187 to settle this matter. I have emails that confirmed payments that were not credited as well as emails from Caleb claiming payments I made were never made (despite payment confirmations from Complete H&A). This is the best, most clear number as I kept meticulous records during the insurance claim.

This is a one-time, good faith offer to bring everything to a close so it doesn't continue any further.

If this is accepted, I would expect that the case is dismissed and that this matter is considered fully resolved, with no further claims, actions, or collection efforts related to it.

I'm not interested in going back and forth. I'm trying to handle this fairly and be done with it.

Please let me know if your client is willing to accept.

Michelle Lindsay

On Fri, May 17, 2024 at 2:14 PM David Wyatt <wyatt@seblawfirm.com> wrote:

Lindsay

I will draft a settlement agreement and forward to you next week for your review and approval once I get a reply from my client.

What monthly payment schedule will you commit to while you are waiting on the sale of your property?

Thank you

dsw


EXHIBIT 25

David S. Wyatt

EXHIBIT 25

Wyatt Law, P.A.

1 Whitsett Street
Greenville SC 29601
864-250-9780
Wyatt@SEBlawfirm.com

signature_2495150740

CONFIDENTIALITY NOTICE: THIS COMMUNICATION IS INTENDED FOR THE NAMED RECIPIENT(S) ONLY & MAY CONTAIN CONFIDENTIAL and/or PRIVILEGED INFORMATION. If you received this message in error, please notify me by responding to this email and destroy the original. Any unauthorized copying, distribution, disclosure or review of this email is strictly prohibited. We specifically reserve all rights & privileges.

DEBT COLLECTOR: This firm collects debts for business owners and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

From: Lindsay Family <family@michelledugger.com>
Date: Friday, May 17, 2024 at 1:41 PM
To: David Wyatt <wyatt@seblawfirm.com>
Subject: Re: Complete Heat and Air litigation - extension granted to May 24, 2024

Mr Wyatt

Please let this serve as my answer to this suit.

As per conversations with Caleb with Complete Heat and Air, I do have a remaining balance that we regretfully owe so I am acknowledging that fact.

We secured work from Complete for installation of a new HVAC unit after a flood in our home which damaged our previous unit.

I hold no ill will toward the workers or owners of Complete as they were all very professional in handling our installation and purchase. I regret that we owe this balance and any ill toward the company.

I, originally, had an agreement with Caleb to make payments toward the balance after our insurance company did not cover all of our expenses and there was a deficit remaining. The balance is not correct. As a result of our original agreement, there were two payments made with Caleb via phone call. I cannot get this information expeditiously enough to include in this answer as we had two changeovers of banks and the requested bank statements are being sent via snail mail. I believe the payments were for \$1000 and \$500.

After my husband was laid off, we experienced an economic hardship and was not able to make meaningful payments toward the balance.

Caleb informed me he would be filing suit if the payments weren't large enough at which I advised him to do what he felt he needed to do.

24/04/2026, 13:48

Michelle Dugger Mail - Fwd: Complete Heat and Air litigation - extension granted to May 24, 2024

I believe our balance as of now is \$11,730 (pending verification via bank statement).

I am willing to accept this amount. We are listing our home this summer and will remit any remaining payment at that time.

Please let me know if there is anything else you need. Thank you for handing this matter

Michelle Lindsay

864-581-4112

On Tue, May 14, 2024 at 7:18 PM David Wyatt <wyatt@seblawfirm.com> wrote:

Michelle

This will confirm our conversation today wherein I made it clear that I represent Complete Heat and Air and advised you to get legal advice and counsel to help you with this important matter.

You indicated that you would send me an email with a settlement proposal and payment plan with the balance you agree is due, the amounts you can afford to pay until your house sells this summer.

Upon receipt, I will review with my client for approval or counter proposal. Upon arriving at mutually agreeable terms, if possible, I'll draft a settlement agreement secured by a confession of judgment to confirm the agreement.

Provided you provide the aforementioned proposal by Friday at 5pm, I am granting you an extension of time on the answer to the summons and complaint until May 24, 2024 at 5pm. If we have not executed a deal by then, you will need to file an answer with the Circuit Court as specified on the summons or Complete Heat and Air will move to hold you in default.

If you would like an extension, please provide the proposal by Friday May 17 or file and serve your answer.

Again, I am reminding you that I am not your attorney and recommending you get legal counsel to assist you with this important matter.

Sincerely,

David

David S. Wyatt

Wyatt Law, P.A.

1 Whitsett Street
Greenville SC 29601
864-250-9780
Wyatt@SEBlawfirm.com

EXHIBIT 25



Sports . Entertainment . Business . Litigation

www.seblawfirm.com

CONFIDENTIALITY NOTICE: THIS COMMUNICATION IS INTENDED FOR THE NAMED RECIPIENT(S) ONLY & MAY CONTAIN CONFIDENTIAL and/or PRIVILEGED INFORMATION. If you received this message in error, please notify me by responding to this email and destroy the original. Any unauthorized copying, distribution, disclosure or review of this email is strictly prohibited. We specifically reserve all rights & privileges.

DEBT COLLECTOR: This firm collects debts for business owners and other creditors. Any information obtained will be used for that purpose. However, if you have previously received a discharge in bankruptcy, this message is not and should not be construed as an attempt to collect a debt, but only as an attempt to enforce a lien.

Shaun Lindsay <shaun@shaunlindsay.com>
Draft

Fri, Apr 24, 2026 at 1:45 PM

[Quoted text hidden]

Shaun Lindsay <shaun@shaunlindsay.com>
Draft To: Lindsay Family <family@michelledugger.com>

Fri, Apr 24, 2026 at 1:45 PM

[Quoted text hidden]

EXHIBIT 25

May 7, 2026

Let this serve and my addendum statement as it regards to the case involving Complete Heat & Air vs. Michelle Lindsay.

Due to the confusions of this case and the many misrepresentations by opposing counsel, I wanted to expound on my previous statement to the court named My Statement. There have been a sizable number of frauds perpetrated upon the court by opposing counsel that need to be exposed and disproven. Shaun Lindsay, as well as myself, have had our due process and civil rights grossly infringed upon. We have also become victims of violations of the Fair Debt Collection Act which David Wyatt is bound to abide by as representing himself as a "Debt Collector" in all of his communications and corresponding letterhead mailings and emails.

The basis of this case has been convoluted since its inception. In the following Addendum Statement, I will explain and provide proof of these allegations so that Mr. Lindsay and myself feel we have adequately given the court full transparency as to the true facts and matters of this case as we navigate through appeals and, to follow, further suit filing of those who were involved in this disgrace and gross miscarriage of justice to ensure our interests are protected as well as any an all persons involved in violating state and federal law as well as cannons which have been violated are exposed, the proper peoples involved are held accountable.

On March 3, 2023, my family was stricken by a flood in our home which completely displaced everyone in the home leaving us to reside in VRBO's for approximately 18 months. The entirety of the main floor of our home was completely destroyed and had to be rebuilt. Over the course of those months, we had dealings with many contractors to carry out the needed repairs. Let it be known there have been no issues with any of the other contractors with all being fully paid and communication never presented any issues. Most of the contractors we utilized have gone on to perform further works for me. One of those contractors being Complete Heat & Air, showed no different in opinion and representation of their company as any of the other contractors during our first interaction. LET IT BE KNOWN I was also informed, due to my prior military involvement, they would be applying a military discount of 10% which would have reflected in the amount of \$1,623 to my invoice. This discount was promised and acknowledge multiple times by employees yet was never applied to the account.

An employee of Complete Heat & Air named Corbin Frasier come to my home and inspect and write up a proposal. Again, there were no issues with this interaction or any interactions I had with Mr. Frasier. He emailed me the original Quote/Invoice that was dated May 17, 2023. This original invoice is in the exhibits presented with this case. That amount was for \$12,756. I presented this to our insurance company and had Complete Heat & Air as well as the invoice for the work approved by insurance. Mr. Frasier called to follow up on the quote because the process working with insurance was lengthy and extremely taxing, especially dealing with us being displaced and the care of our 5 children and the multitude of other contractors. I informed him I was working with my insurance company and that it was taking some time to get them to approve the quote. He informed me he was not aware I was working with an insurance company. The very next day, Mr. Frasier called me to inform me the pricing had changed and the new quote had been sent to me. This invoice, dated May 18, 2023, was for the amount of \$13,081. When I asked the reason for the increase, Mr. Frasier stated it was something done

by "back office". I went ahead and signed the Sales agreement on May 18, 2023. I went back to insurance and corrected the amount with them and sent them the new invoiced amount. After two weeks, I finally got the new amount approved by insurance. I had many conversations with Complete Heat & Air, specifically Korbin Fraiser during this time as we waited on insurance to approve the invoice and issue initial payment that Complete Heat & Air required as a deposit prior to any scheduling could occur. After the uneasy feeling I had concerning the price change and the shifty actions concerning the military discount, I attempted to have another contractor complete the work but insurance was fighting the change. I decided to move forward with Complete Heat & Air with caution. The deposit that was required prior to installation was also discussed.

On June 28, Korbin Frasier emailed me informing me that again, the price was going to increase. The explanation was there was a mistake made by him concerning the type of unit that was needed for our specific home. The new amount was now \$16,239. I immediately called Mr. Frasier and let him know this was going to be a massive issue with our insurance company as they fought the slight price increase previously. At the end of the conversation, I was very upset and just let him know I would do my best with insurance. Mr. Frasier was nice enough to go above and beyond and call the insurance company for me and let them know the reasons for the price increase. After the new amount was approved as per Mr. Frasier's conversation with the insurance company. After the issues, I felt very uneasy with the entire company so I emailed Mr. Frasier and asked him to email me stating the reason for the price increase. On June 28, 2023, I received that email from Mr. Frasier stating a full explanation for the price increase. At that time, he let me know the dates that were available for scheduling.

I responded to this email once again asking about the missing military discount that was still never applied to my invoice. I also went into detail concerning the deposit needed as well as the additional payments I would be making. I did this, again, to act as record keeping for myself. In that email, I informed Mr. Frasier insurance had released the full amount of \$6,194 required for the deposit so that we could move forward with scheduling. As a result of this being issued and me wanting to return as fast as possible to our home and get my children settled, I also informed him that I would be making the payment of \$6,194 from personal funds. I also informed him that I had just made a \$3000 payment to cover the difference in price from the unit increase.

June 30, 2023, Korbin Frasier emailed me informing me scheduling would be calling me to get the installation scheduled. He then ACKNOWLEDGES THE PAYMENTS MADE! He further let me know he had informed the office that my military discount was still not applied and that it should be reflected soon and that I may receive a new invoice with the discount reflected. This never happened and the military discount would never be applied. In a later phone conversation, Caleb Esuary had called me about the unpaid balance at this time, I made a \$500 payment and discussed a payment plan, also he refused to apply any discounts to the account including my military discount I was promised. I told him someone was calling in and that I had to get off of the phone. The conversation was not going to go well and I wanted it documented. I sent him two emails which were never responded to.

After installation was performed and the home was completed, we had moved back into our home. There were some issues with payments from insurance being misapplied. Our policy has a few riders I added to cover personal belongs loss, coverage for living expenses in the occurrence we would be displaced from our home as well as, due to use residing on a farm, to cover our outbuildings. One payment which was to cover the remaining balance was sent with a description for living expenses. This

money went to pay for the VRBO we had been residing in. This misapplied payment was the reason for the request for the payment plan during that phone conversation with Caleb Esuary.

Another payment was made via phone with a man named Alex in December 2023, in the amount of \$1,500. This payment is the only one that was not acknowledged at any time by Complete Heat & Air. During this conversation, I asked to speak to Mr. Esuary but was informed he was not available to take my call but that he would call me back. I also asked Alex if the military discount was ever applied to my account and that if it was normal that it would be promised and not applied. He informed me he was not even aware they had a military discount. I never would receive a phone call from Mr. Esuary but did receive an email on December 22, 2023 from him reiterating he would not be adding any discounts to the account but that they would allow me to make payments until it was paid. He then followed up with stating they never received the \$3000 payment previously acknowledged by Korbin Frasier. He never would acknowledge ANY payments made to the account which were previously acknowledged by employees of Complete Heat & Air.

So we were left with multiple payments missing and a misrepresentation of a military discount which was never applied. The original amount was for \$16,230. The military discount of 10% or \$1,623 would have made the balance \$14,607. After payments made and acknowledged of \$11,194, my balance was \$3,413. LET IT BE KNOWN, this amount is well below the limit guidelines of small claims court which makes this case being presented to the incorrect court.

Due to the extreme financial strain of the disaster to our home and the emotional and personal stress between myself and my husband, Shaun Lindsay, we decided to separate. After the financial hardship, our home was up for foreclosure and we almost lost everything. I applied for and was approved for public assistance and was put on food stamps. I had been unemployed for the duration of our marriage so there was much to navigate through. I was newly separated and readjusting to so many things so some time passed before I was in any position to revisit this issue. Shaun Lindsay and I had decided to separate February 28, 2024. He was staying at the marital home occasionally to visit with our children and would stay overnight or for the duration of a weekend. The last time Mr. Lindsay stayed overnight at the marital home was on March 2, 2024 when I made a hotel reservation for him for a job that was to start on March 24, 2024. Legal separation papers were filed in Texas by Mr. Lindsay as he had the financial means more than I to do so.

The very first communication I had with Complete Heat & Air's counsel, David Wyatt was on May 14, 2024 via phone whereas Mr. Wyatt called me to discuss that he had been retained by Complete Heat & Air. In this conversation, I informed Mr. Wyatt why the debt had gone unpaid as being the extreme financial strain of the flood that had occurred in my home as well as the fact the home was currently in foreclosure status and that Mr. Lindsay and I had legally separated. So, Mr. Wyatt has been fully aware that Mr. Lindsay and I were separated and THAT I WOULD HAVE NO LEGAL STANCE TO ACCEPT SERVICE FOR MR. LINDSAY. He asked me to text him so he had my email address which I did.

Mr. Wyatt emailed me following this phone conversation where he recapped parts of our conversation and went into the plan as to what we had decided to do as far as me providing an answer to the suit as well as payments. He gave me until Friday at 5 pm to submit a proposal of Settlement Agreement to him. He then informed me he would extend the timeline to May 24th. I immediately responded to him with my answer which was rushed and without a chance to research.

In my answer, I let him know that this email was to serve as my answer to the suit as he requested. I believed this served as my answer to the case and that I was doing what I was supposed to do. I was not aware Mr. Wyatt had misled me and used me following his instruction to bypass having to have a court hearing concerning obtaining a judgement against me. Further, in that email, I was going solely off my immediate thoughts, again prior to researching and reminding myself of what had happened through the duration of my dealings with Complete Heat & Air. I did inform him there were several payments that were not reflected in their filings and that I would have to go home and look up exactly what was paid towards this balance.

Mr. Wyatt responded to my email and told me to respond with my answer to his email and informed me he was extending the date I had to answer to May 30. He states that I was served which I received notification FROM MR. WYATT that there was a lawsuit that had been filed but there was no informing of a court date or any such to respond to except to submit an answer. He also included a settlement agreement which I refused to sign because it was COMPLETELY INCORRECT and was stating no payments were made and that I was responsible for the full amount of the entire system. He then added a paragraph that made no sense to me at the time about my attorney which I had already informed him that I did not have and could not afford as well as referring to Mr. Lindsay as "my husband" and stating that we could come into the office to sign the agreement.

Following the email and numerous things that did not make sense coupled with the completely incorrect settlement agreement, I called Mr. Wyatt and explained to him that I would not be signing the agreement due to its inconsistent numbers. He informed me to submit an answer to him to avoid it going to court and include my stance in that answer. That answer was sent to his email dated May 17, 2024.

Mr. Wyatt became very forceful and aggressive and threatening during phone calls. This continued to escalate until I told him to not communicate with me any further via phone and only written correspondence. As a result, he fast forwarded filings and emailed me stating I had refused to sign things and refused to work with them. In every communication with Mr. Wyatt, I had informed him repeatedly the amount was incorrect and that I would sign nothing until the numbers had been corrected to reflect my promised military discount as well as the payments that were made. He continued to refer to Shaun Lindsay only as "your husband" and in his anger, informed me that he would be adding Mr. Lindsay to the pleadings. HOWEVER LET IT BE KNOWN, Mr. Lindsay was a resident of Texas so there was no jurisdiction over him involving this case. Further, Mr. Lindsay had absolutely no dealings with Complete Heat & Air nor any contractors in the repair of the home. Also, Mr. Lindsay had never approved, signed or even saw any correspondence between myself and the contractors. Lastly, SOUTH CAROLINA IS NOT A COMMUNITY PROPERTY STATE so he had no grounds to add Mr. Lindsay solely on the basis that he was owner of the home. SO, ADDING MR LINDSAY TO THE PLEADINGS WAS UNLAWFUL! Coming from an attorney who happens to be a law professor he would be fully aware of this so it is left to the only assumption that his doing so was solely predatory collections as well as actions of malicious intent.

In the duration of my communications with Complete Heat & Air, I had repeatedly asked for a payment record and/or a statement of account but was refused or ignored. I again had asked Mr. Wyatt the same several times and I even referenced this again during the email on June 13, 2024 wherein I also reiterated the fact that multiple payments were never applied to the balance. Mr. Wyatt would later

perpetrate a fraud upon the court in several items presented to the court as well as to obtain this frivolous judgement by stating that I had never disputed the amount they were seeking. Again, with Mr. Wyatt representing himself as a Debt Collector (which can be seen at the bottom of his own legal letterhead as well as all of his correspondence), he was violating the Fair Debt Collection Act as well as with him being a Law Professor, he was fully aware of what he was doing which constitutes as malicious intent as well as many violations of our due process and civil rights. In following exhibits containing emails between Mr. Wyatt and myself, I repeatedly attempted to call and email him to find out the status of the case as I had not yet been informed of when a court date was. During this time of me frantically attempting to contact him for updates, he claims we were served yet this never happened, hence why I kept emailing him and asking about a hearing. LET IT BE KNOWN, Mr. Wyatt "ghosted me" which he claimed in our last hearing whereas we asked that the judgement be vacated (hearing was on March 31, 2026) that I had "ghosted him". I called this out to the judge that I had, in fact, NOT ghosted him, that he had been the one to refuse to communicate with me. His response to the judge was "could you blame me?". So his purging himself in court with false disparaging remarks about me was completely allowed. Further, LET IT BE KNOWN Mr. Wyatt never one time emailed me about the hearing date and time yet he obsessively emailed me about the financial discovery hearing...this again is left to assume was done with malicious intent as he hid the hearing date so that we would not show.

I was never served with a date and time for a hearing for the judgement. If I was, I absolutely would have shown up and responded to the falsity of the entirety of this case. This was a complete violation of Due Process which was robbed from me as well as, again with Mr. Wyatt being a law professor and would have had this knowledge, displays malicious intent.

The next communication I received about this case was when I was when I called to find out about any hearings for this case to the Pickens County court. I was then informed that a judgement had already been issued. I asked how it was that he obtained a judgement without a hearing. The clerk informed me there was not a need for a hearing as they had no response from me. I did, in fact submit an answer...to Mr. Wyatt as I trusted as an attorney and a legal extension/representative of the court that he would have been honest and not incase malicious intent. I was then informed of a discovery hearing. I later would receive many emails from Mr. Wyatt and several pieces of mail informing me of the discovery hearing stating I was to bring any and all titles and documentation of any assets I had.

I attended a date with Mr. Lindsay in Texas concerning our separation agreement wherein I was ordered to prepare the home for sale and was given a timeline to have the house sold. At that time, I informed Mr. Lindsay of the case and that there was an attorney involved and that I had a hearing so that I was going to "handle it". I was under the assumption I was going to show up and be able to be heard that the case was false in its entirety. This, however was not the case.

When I attended the hearing, I realized I was not able to speak and was treated with much hostility and was quieted when Mr. Wyatt was defrauding the court with his claims which were easily disproven. I informed the judge that Mr. Lindsay had absolutely no knowledge of the case at all until two days prior when I was with him at court. He was never served and was in Texas. Further, Mr. Wyatt told the judge that I was served and that I had also accepted service for Mr. Lindsay. WHICH AGAIN, I DID NOT ACCEPT SERVICE FOR MR. LINDSAY, WOULD NEVER ACCEPT SERVICE FOR ANOTHER PERSON NOR DID I HAVE THE LEGAL RIGHT TO ACCEPT SERVICE FOR MR. LINDSAY AS WE WERE LEGALLY SEPARATED. He provided two supposed proofs of service which one was without Mr. Lindsay being listed that was given to my

minor son, Paul, which had no hearing date on it. The second described me as being about 100 pounds different and completely different hair colors. Neither of which had changed at all. The judge informed Mr. Wyatt to go to a conference room with me to discuss and attempt to come to a resolution.

In the conference room, Mr. Wyatt was extremely belittling by making several snide remarks about my child support, which is never subject to collections attempts, as well as again mentioning that I need the "man of the house" there. I reminding Mr. Wyatt that I was legally separated and that he was fully aware of this and that my child support was inadmissible so I would not be discussing that there. For full transparency, my ex-husband had not paid child support consistently and had not paid for approximately a year prior to that hearing. Further, Mr. Lindsay was not paying child support per our separation agreement in exchange for me residing in the marital home and him residing in hotels. The financial burden was considered in that arrangement. Mr. Wyatt asked me where my paperwork was that I was asked to bring. I reminding him that I own nothing so there was nothing for me to bring. I had not owned a car or boat or anything at all in years so I had nothing to bring. He did not like that response then again suggested that I pursue child support. I ignored these comments. He then asked me where Mr. Lindsay was so I gave him the address I had for Shaun Lindsay.

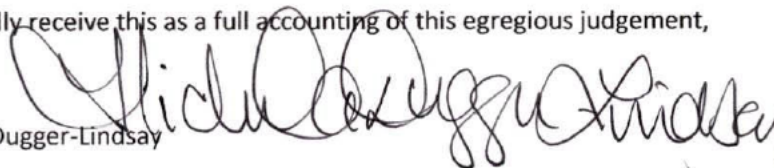
We then went back into the court where he told the judge I had refused to provide him with any of my assets...this was a complete and blatant lie, again with the defrauding the court and disparaging remarks about me as well as predatory collections, violations of the unfair debt collections act and malicious intent as a law professor. He then continued to lie to the judge and even told the judge I refused to tell him where Mr. Lindsay was. I spoke up to ensure it was in the court record that it was written right on his paper and pointed to where he had written Mr. Lindsay's address I had given him. Again, defrauding the court, misrepresentation, unfair debt collections and malicious intent.

We have since attempted to have anyone hear this extreme miscarriage of justice and have involved the FBI, Office of Federal Oversight as well as several others while appealing the case to this point. Not one judge has looked at or considered our proofs and evidence that the case was full of fraud and violations of the Fair Debt Collection Acts as well as denial of our Due Process and our Civil Rights all carried out by a Debt Collector and law professor carrying out a gross injustice and a multitude of frauds to the court as well as predatory collections, refusal of due process littered with malicious intent.

I pray the court considers all of the facts of this case and provide relief from this voidable judgement. I further pray the court dismiss this case with prejudice as it has no belonging in any court aside from small claims. Lastly, I pray the court immediately dissolves the criminal charges against Mr. Lindsay for failure to show when he was never properly served for the judgement hearing and the prevention of selling of our marital home so that we can proceed with our divorce proceedings in Texas. This case has caused further insult to an already horrific situation and has added insurmountable emotional distress and prevention of peace. It has also cost Mr. Lindsay and myself countless hours at work and stress beyond measure for me and my children.

Respectfully receive this as a full accounting of this egregious judgement,

Michelle Dugger-Lindsay



13/05/2026, 12:05

Michelle Dugger Mail - Fwd: Michelle Lindsey

Exhibit 28

Shaun Lindsay <shaun@shaunlindsay.com>



Fwd: Michelle Lindsey

1 message

Michelle Dugger <michelle@michelledugger.com>
To: Shaun Lindsay <shaun@shaunlindsay.com>

W

----- Forwarded message -----

From: **Lindsay Family** <family@michelledugger.com>
Date: Mon, Apr 21, 2025 at 10:40 AM
Subject: Fwd: Michelle Lindsey
To: Cheyanne Lindsay <michelle@michelledugger.com>

----- Forwarded message -----

From: **Korbin Frazier** <korbin@completeheatandair.com>
Date: Fri, Jun 30, 2023 at 10:07 AM
Subject: Re: Michelle Lindsey
To: Michelle Lindsey <family@michelledugger.com>

Good Morning!

You should be getting a call from scheduling to get your installation scheduled soon! Thank you for making payments quickly so we can move forward and get your family home!

I have let the office know your military discount has not been applied so that should be reflected soon. You may get a new invoice reflecting the discount. I apologize this was overlooked and before now..

As always, if you have any other questions, feel free to reach out.

Thanks a lot!

Korbin Frazier
Comfort Consultant
Cell: 864-887-2871
Office: 864-859-8339



From: **Michelle Lindsey** <family@michelledugger.com>
Date: Wed, Jun 28, 2023 at 11:49 PM
Subject: Re: Michelle Lindsey
To: Korbin Frazier <korbin@completeheatandair.com>

Good evening

Thank you so much for handling this! I have had so many issues with them already and am not looking forward to dealing with them through this.

I got notification today they had sent payment for the \$6,194 for the installation deposit. Is there any way to go ahead and schedule the install now so we can get this done? We are having a lot of flack from insurance about us not being able to stay in the house.

I guess I can go ahead and make a payment towards the install now, if that would help. The last payment from insurance had some additional money for our personal pro and make the \$6,194 payment from our personal funds but I would prefer not to intertwine accounts if at all possible. I did also make a payment for \$3000 to make up the price change. I just don't want anything holding up installation on our part.

Lastly, I still do not see the military discount on our invoice. Can you please check into this and let me know when this will be applied? I am keeping up with everything it's gotten somewhat confusing with the many contractors we are working with.

Again, thank you SO much for helping out with the adjuster and getting this pushed through. You have gone above and beyond for our family and we appreciate you!

Michelle Lindsey

From: **Korbin Frazier** <korbin@completeheatandair.com>
Date: Wed, Jun 28, 2023 at 1:53 PM
Subject: Re: Michelle Lindsey
To: Kristen Miller <ka0209@universalproperty.com>

Hello and Good Afternoon!

I did receive your voicemail and looking to reach back out here in a few minutes.

After moving forward with our office to confirm installation date and begin ordering equipment yesterday, I received a call from my Installation Manager today. He explained the same setup that is there now, 2ton 80% Gas Furnace and Air Conditioner split system.

The proposal we have been discussing and that was signed off on was a Heatpump split system. My Install Manager fears the larger electrical load, installing the Heatpump to add to the existing load of the home. Installing a new Gas split system would keep the same load for the home, offering much more peace of mind for company and family.

We were looking to do away with the exhaust pipe and gas line for the Heatpump, but those will be needed with the Gas split system. I have attached the signed agreement system. I have spoke with the Lindsey Family and looking forward to keeping them on schedule for installation the 17th, 18th, 19th of July.

13/05/2026, 12:05

Michelle Dugger Mail - Fwd: Michelle Lindsey

Exhibit 28

I do apologize for any inconvenience! I am very glad we were able to catch this before it became an issue, having installed the heatpump.

Looking forward to speaking with you soon!

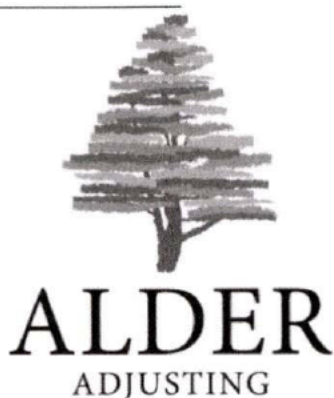
Thank You!!

Korbin Frazier
Comfort Consultant
Cell: 864-887-2871
Office: 864-859-8339



From: Kristen Miller <ka0209@universalproperty.com>
Sent: Tuesday, June 27, 2023 11:12 AM
To: Korbin Frazier <korbin@completeheatandair.com>
Subject: RE: Michelle Lindsey

Ty!



Kristen Miller
Claims Supervisor

Florida Non-Resident Ad
License No: W046532

(W): (954) 958-1200 ext:
(Direct): (954) 302-1229
www.universalproperty.co

For Document Submissions:

<https://universalproperty.com/claims>

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From: Korbin Frazier <korbin@completeheatandair.com>
Sent: Tuesday, June 27, 2023 10:53 AM
To: Kristen Miller <ka0209@universalproperty.com>
Subject: Michelle Lindsey

Hello and Good Morning!

Looking forward to continuing to help as much as possible towards getting the Lindsey Family taken care of, soon.

Attached you should find the signed sales agreement requested. Please let me know if you have any questions.

Thank You a Ton!!

Korbin Frazier

13/05/2026, 12:05

Michelle Dugger Mail - Fwd: Michelle Lindsey


Exhibit 28

Comfort Consultant

Cell: 864-887-2871

Office: 864-859-8339



 **Michelle Lindsey Signed Sales Agreement 2.pdf**
266K



Sales Agreement

Order Date: 06/28/2023

Sold To:

Lindsey, Michelle
196 Mistr Lane
Pickens, SC 29671
(864) 581-4112

Comfort Consultant

Korbin Frazier
korbin@completeheatandair.com

Complete Heat & Air

P.O. Box 34
Easley, SC 29641

SC - 38757

Your Order

2 Ton Split Gas 80

Economy

AHRI System Efficiency Rating - 208107511 AHRI / 14.3 SEER2 / 11.7 EER2



4TXC-DS Aluminum High Efficiency Stage System Coil, Multi-Position



TCONT824 WiFi Enabled with Trane Diagnostics; ENERGY STAR Qualified



S8X1 80% Single Stage, ECM Motor Furnace - Upflow/Downflow/Horizontal (Left or Right)
60000 BTU



4TTR4-N 14 SEER2 Single Stage XR14 AC

Services

Collection of 50% is required before ordering equipment if paying by Cash, Check or Credit Card.

Warranty 10 Years on Parts-2 Year labor warranty for 16 SEER2 or Higher and 1 Year Labor Warranty for 14 & 15.9 SEER2

First Year Of Maintenance included. One spring visit and One Fall visit.

Reconnection of Existing High Voltage Electrical to indoor and/or outdoor equipment.

Reconnection of Gas Supply Piping to the New Gas Appliance.

Power Venter installed to work as a secondary inducer

Installation of new copper line set from indoor to outdoor unit.

Install a new Polymer Condenser Pad for outdoor unit to sit on.

Install Surge Protector

Supply Plenum- Installing a New Supply Plenum for Proper Air Sealing and Efficiency.

Return Plenum -Installing a New Return Plenum for Proper Air Sealing and Efficiency.

Installation of new ductwork to include: Galvanized steel trunk line wrapped with new R-8 insulation, individual flexible supply ducts with R-8 insulation, new return flexible duct with R-8 insulation. Existing supply/return boots and grilles to remain. - 10 Units

System Price \$16,231

Your Price \$16,231

Exhibit 28

Approx. Monthly	\$451
Your Final Cost*	\$16,231

Your Final Cost is an estimate. Homeowners must file for rebates and credits, and additional conditions may apply. Individual rebates and credits may not apply in your particular case. You have the right to cancel the transaction without cost by midnight of the third business day after signing the agreement.

Payment Details

Payment Terms

HALF PAYMENT DUE AT SIGNING THE OTHER HALF DUE UPON COMPLETION UNLESS PAYING WITH WELLS FARGO FINANCING WHICH WILL BE CHARGED AT DATE OF SALE.

Payment Method

Pay with **Personal Check**

Finance Plan Proposed:

2 Ton Split Gas 80 - Economy - Special Rate of 0% APR with 36 equal monthly payments

Note - financing is a separate process subject to approval by the lending institution

Terms & Conditions

Agreement Terms

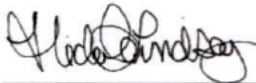
All equipment and material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Our workers are fully covered by Workman's Compensation Insurance. Any alteration or deviation from the items specified in this online order involving extra costs will only be performed with the express consent of the buyer, and will be charged accordingly.

Buyer certifies that he/she has the authority to order the above work and do so order as specified in this Buy Now online process by digital signature. Buyer agrees that the seller will retain title to any equipment and material furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.

Furthermore, if you are paying via Wells Fargo Home Project Card and have not yet filled out the financing application, please click the link below to fill out the financing application.

[Click Here For Wells Fargo Financing Application](#)

Agreed:



Date:06/28/2023

Michelle Lindsey

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing "Response in Opposition to Respondent's Request for Supersedeas Bond and Reaffirmation of Emergency Motion for Stay," together with attached Exhibit 25, Exhibit 26, Exhibit 27, Exhibit 28, Exhibit Index, and related supporting materials referenced therein, was served upon Respondent's counsel on this 13th day of May, 2026, by United States Mail and/or electronic mail addressed as follows:

David S. Wyatt
Wyatt Law Firm, LLC
1 Whitsett Street
Greenville, South Carolina 29601

RECEIVED
MAY 18 2026
SC Court of Appeals

Shaun Lindsay

Shaun Lindsay

Pro Se Appellant

101 Rainbow Drive #14938

Livingston, Texas 77399

May 13, 2026

Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, South Carolina 29211

RECEIVED
MAY 18 2026
SC Court of Appeals

RE: Complete Heat & Air, LLC v. Michelle Lindsay and Shaun Lindsay
Appellate Case No. 2026-001025
Related Lower Court Case No. 2024-CP-39-00404

Dear Clerk of Court,

Please accept the enclosed filing titled:

“Response in Opposition to Respondent’s Request for Supersedeas Bond and Reaffirmation of Emergency Motion for Stay,” together with attached Exhibits 25–29, Exhibit Index, and Certificate of Service referenced therein.

Appellant respectfully requests that this filing be clocked, entered into the appellate record, and associated with the above-referenced appeal.

This filing relates directly to the currently pending Emergency Motion for Stay and addresses matters concerning Respondent’s requested supersedeas bond, disputed jurisdictional and service issues, preservation of the status quo pending appellate review, disputed accounting and payment matters, disputed service and notice issues, and the May 17, 2024 email communication attached as Exhibit 25.

The enclosed exhibits further include sworn witness statements, revised invoices, signed sales documents, payment records, communications acknowledging payments later disputed during enforcement proceedings, accounting discrepancies, disputed military-discount communications, separation-related residency documentation, and additional materials relevant to the jurisdictional, procedural, accounting, and due process issues presently before the Court.

Appellant further respectfully notes that additional exhibits and supporting materials referenced throughout these proceedings remain associated with the related lower court matter identified above and are reflected within the Pickens County public index and underlying record. Those materials include affidavits of residence, disputed service documentation, witness statements, transcript materials, payment records, accounting materials, separation documentation, and related filings referenced throughout the appeal.

Appellant respectfully requests that the enclosed filing and supporting exhibits be considered together with the previously filed Emergency Motion for Stay prior to disposition of Respondent’s pending opposition and request for supersedeas bond.

Thank you for your time and attention to this matter.

Shaun Lindsay

Shaun Lindsay
Pro Se Appellant
101 Rainbow Drive #14938
Livingston, Texas 77399

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05/13/2026 0 lb 10 oz Mailed from 29671 165497074633219

PRIORITY MAIL®

SHAUN LINDSAY
101 RAINBOW DR # 14938
LIVINGSTON TX 77399-9301

Created 2026-05-12
Flat Rate Envelope
RDC 03
C015

RECEIVED
MAY 18 2026
SC Court of Appeals

 DAVID WYATT
1 WHITSETT ST
GREENVILLE SC 29601-3136

USPS TRACKING #



9405 5301 0935 5379 1598 87





Cut on dotted line.

Instructions

1. Please use a laser or laser-quality printer.
2. Adhere shipping label to package with tape or glue - **DO NOT TAPE OVER BARCODE**. Be sure all edges are secure. Self-adhesive label is recommended.
3. Place label so that it does not wrap around the edge of the package.
4. Each shipping label number is unique and can be used only once - **DO NOT PHOTOCOPY**.
5. Please use this shipping label on the "ship date" selected when you requested the label.
6. If a mailing receipt is required, present the article and Online e-Label Record at a Post Office for postmark.

9405 5301 0935 5379 1598 87

Print Date: 2026-05-13 **PRIORITY MAIL®** \$9.57
Ship Date: 2026-05-13 Extra Services: \$0.00
Fees: \$0.00
Total: \$9.57

From: **SHAUN LINDSAY**
101 RAINBOW DR # 14938
LIVINGSTON TX 77399-9301

To: **DAVID WYATT**
1 WHITSETT ST
GREENVILLE SC 29601-3136

* Commercial Pricing PRIORITY MAIL® rates apply. There is no fee for USPS Tracking® service on PRIORITY MAIL® services with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.




Thank you for shipping with the United States Postal Service!
Check the status of your shipment on the USPS Tracking® page at usps.com

RECEIVED

MAY 18 2026

UNITED STATES POSTAL SERVICE **Click-N-Ship®**

usps.com 9405 5301 0935 5379 1598 70 0095 7000 0702 9211

P US POSTAGE **U.S. POSTAGE PAID** 

05/13/2026 0 lb 7 oz Mailed from 29671 644873603991597

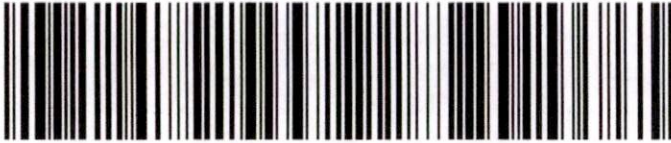
PRIORITY MAIL®

SHAUN LINDSAY
101 RAINBOW DR # 14938
LIVINGSTON TX 77399-9301


Created 2026-05-12
Flat Rate Envelope
RDC 03
B012

 US COURT OF APPEALS - CLERK OF COURT
PO BOX 11629
COLUMBIA SC 29211-1629

USPS TRACKING #



9405 5301 0935 5379 1598 70





Cut on dotted line.

Instructions

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9405 5301 0935 5379 1598 70

Print Date: 2026-05-13 PRIORITY MAIL® \$9.57
Ship Date: 2026-05-13 Extra Services: \$0.00
Fees: \$0.00
Total: \$9.57

From: SHAUN LINDSAY
101 RAINBOW DR # 14938
LIVINGSTON TX 77399-9301

To: US COURT OF APPEALS - CLERK OF COURT
PO BOX 11629
COLUMBIA SC 29211-1629

* Commercial Pricing PRIORITY MAIL® rates apply. There is no fee for USPS Tracking® service on PRIORITY MAIL® service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.



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PRESS FIRMLY TO SEAL



PRESS FIRMLY TO SEAL

PRIORITY MAIL
FLAT RATE ENVELOPE
POSTAGE REQUIRED



PRIORITY MAIL®

- Expected delivery date specified for domestic use.
- Domestic shipments include \$100 of insurance (restrictions apply).*
- USPS Tracking® service included for domestic and many international destinations.
- Limited international insurance.**
- When used internationally, a customs declaration form is required.

*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://ps.usps.com>.
 ** See International Mail Manual at <http://ps.usps.com> for availability and limitations of coverage.

FLAT RATE ENVELOPE
ONE RATE ■ ANY WEIGHT

TRACKED ■ INSURED



PS00001000014

EP14F November 2025
OD: 12 1/2 x 9 1/2

To schedule free Package Pickup,
scan the QR code.



USPS.COM/PICKUP

FROM: UNITED STATES POSTAL SERVICE. Click-N-Ship®

9405 5301 0935 5379 1598 70 5306 7000 0702 8211

P U.S. POSTAGE U.S. POSTAGE PAID

0519 2026 Mailed from 29671 84487302001597

PRIORITY MAIL®

SHAWN LINDSAY
101 RAINBOW DR # 14538
LIVINGSTON TX 75390-5001

0519 2026 RDC 03
B012

MAY 18 2026
SC Court o. Appeals

US COURT OF APPEALS - CLERK OF COURT
PO BOX 11629
COLUMBIA SC 29211-1629

USPS TRACKING #

9405 5301 0935 5379 1598 70

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