

**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

RECEIVED

May 13 2026

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

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Date: May 11, 2026