



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

Wyatt Law, P.A.

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

EXHIBIT 25

signature_2495150740

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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.

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



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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

RECEIVED

May 13 2026

SC Court of Appeals

Clark of Court Pickens County, SC
AUG 12 25 AM 10:51

CERTIFICATE OF SERVICE

Case No.: 2024-CP-39-00404

Complete Heating & Air v. Michelle Lindsay and Shaun Lindsay

I, Michelle Lindsay, hereby certify that a true and correct copy of the following document:

Sworn Statement of Michelle Lindsay in Support of State and Federal Claims for Relief Due to Fraudulent Service, Jurisdictional Defects, and Due Process Violations

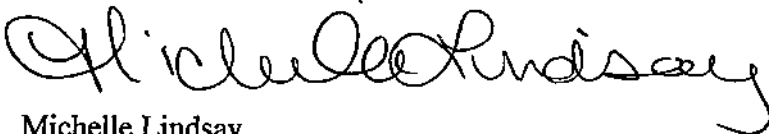
was served on the Plaintiff's counsel, David Wyatt, via United States Postal Service using Priority Mail with Signature Confirmation to the following address:

David Wyatt
1 Whitsett Street
Greenville, SC 29601

I hereby certify that a copy of the foregoing was mailed via USPS Priority Mail with Signature Confirmation to the address listed above within seven (7) days of the date of execution, in compliance with Rule 5, South Carolina Rules of Civil Procedure.

Executed this 4 day of August, 2025.

Submitted By,



Michelle Lindsay
196 Mistr Lane
Pickens, SC 29671

IN THE COURT OF COMMON PLEAS

Thirteenth Judicial Circuit, Pickens County, South Carolina
Case No.: 2024-CP-39-00404

Michelle Lindsay, Defendant,
v.
Complete Heating & Air, Plaintiff.

Sworn Statement of Michelle Lindsay in Support of State and Federal Claims for Relief Due to Fraudulent Service, Jurisdictional Defects, and Due Process Violations

I, Michelle Lindsay, am party to this case. I wanted to clarify some misinformation provided in Shaun Lindsay's answer as well as refute several issues that have been filed within this case.

There have been many desperate attempts by David Wyatt to cast doubt on the situation of how Complete Heating & Air and himself have conducted themselves. However, let it be known there is ample proof of their conduct and even the most basic understanding of the law makes it obvious of the absolute anti-legal scope of their behavior. I am now a single mom acting in the best interest of my children and need this case handled with the upmost scrutiny as the case in its entirety is full of falsities and an attempt to force me to pay for something that was already mostly paid for. They were elated when I told the sales people with Complete Heat & Air that I was working with insurance on this and that it was an insurance claim that would be paying them. From that moment, the price of the work was increased THREE times, and the military discount we were promised, were stripped from my invoices. It seemed odd to me but I was assured it by Corbin Frazier that it would be corrected.

Not only is this case full of falsities of the parts of Complete Heat & Air but it is even being conducted in the wrong court. I have mentioned multiple times the amount we owe is only \$3,187 (minus all payments and the military discount I was promised as provided in my previous statements and Exhibits provided by Shaun Lindsay). That amount falls under the jurisdiction of small claims court <\$7,500. The entire procedure being enforced is also not that of small claims court procedure. The true amount in dispute after all payments and the promised military discount was \$3,187 — well under the \$7,500 jurisdictional threshold for the Court of Common Pleas. Inflating this amount was an intentional act to forum-shop and gain contempt leverage.

Mr. Lindsay has attempted to point out the injustices and falsities as well as the legal misconduct in this case while Mr. Wyatt has referred to them, in his latest borderline criminal behavior as "confusion". Mr. Wyatt has already perpetrated limitless frauds upon the court and, in his capacity as a self-proclaimed "bill collector" (as per his blurbs at the bottom of all emails and mailed correspondence) has broken many laws that are now being itemized and prepared in a federal case to enforce laws seeming to go unenforced thus far in this case.

We were deprived of Due Process by lack of service in the initial hearing. I have stated this fact since my first appearance whereas the judge quickly dismissed this by stating "the time to state your side of the case is over and if you wanted to dispute the case, you should have shown up at the initial hearing". Again, we were never notified of this initial hearing as we were for subsequent hearings. The overabundance of notification for the asset hearing should show ill-intent on the part of Mr. Wyatt that he did not want us in attendance to that hearing.

As far as this "service" Mr. Wyatt stands by, he continues to only provide the second sworn statement (Exhibit 9) from the process server as providing the first also would impair his claim that we were served as it would show that both of her Sworn Statements could not possibly be of truth! She described me as two totally different people of extremely different weights and hair colors. This alone should show the fraud that is taking place in this case!

Firstly, as first-hand witness in this situation, I can swear and attest that the information Mr. Lindsay previously provided are not correct and this is confirmed in multiple different sources. I believe, due to his lifestyle, that he mis-recalled and went on the best of his knowledge, however, some information is imperative to have corrected for the record. Mr. Lindsay works out of state and began living in hotels upon our separation. I can attest to the exact timing of when we were legally separated (Exhibit 6).

Secondly, there are many inconsistencies as well as blatant untruths given by David Wyatt over the court of all filings as well as statements in court. I will address those here as well as I feel these are pertinent information pertaining to this case.

The first time I ever spoke with David Wyatt was May 14, 2024. When I spoke to him the very first time, I very clearly informed him the amount Complete Heat & Air was claiming was due was egregiously incorrect. Mr. Wyatt acknowledged this in an email from him immediately following our initial phone conversation. I have reiterated the incorrectness of the plaintiff's claims during every communication I have had with Mr. Wyatt. Although I have consistently informed him of this incorrectness, he continues to defraud the court by stating that I have

never disputed the amount. He submitted filings multiple times that state that I have never disputed the amount.

Additionally, the amounts reflected on Complete Heat & Air have never been correct. Emails between Caleb Esuary and I reflect him denying any payments were received by them yet I have the invoices from them that reflect some of those payments showing their balances have always contradicted themselves. I also have emails from Corbin Frazier stating he would have the office correct the missing military discount as well as him acknowledging the fact that the initial down payment/deposit was made that was REQUIRED in order for them to even put me on their schedule.

When I spoke to Mr. Wyatt on May 24, 2024, I informed him that Mr. Lindsay and I were not currently living together and that we would be legally separating. I also informed him that, due to the separation, I did not have access to the bank accounts so I could not pull up information concerning payments made to Complete Heat & Air. This was acknowledged by Mr. Wyatt via email dated May 24, 2024 by stating "we are sorry to hear about you and your husband's many troubles". He also offered to extend the deadline for me to try an access this information and get it to him to May 30, 2024.

For some reason, during the many conversations between David Wyatt and myself, he continued to insist that he speak with "my attorney" even though I repeatedly reiterated that I did not have an attorney, this is in every single email I have received from him. The law prohibits him from insisting we have an attorney. We should have been understood that we were Pro Se litigants and protected under the law. Again, Mr. Wyatt has attempted to skirt around the law to harass, insult and confuse the court while perpetrating frauds along the way. His extreme misconduct has been duly noted and is being, as previously stated, very displayed in his misconduct.

On June 13, 2024, I emailed Mr. Wyatt after multiple phone calls from him. I no longer felt comfortable speaking with him and wanted a record of our communications. I informed him we would have to go to court to straighten things out because I had located multiple payments made to Complete Heat & Air and the inconsistencies in the emails from Caleb Esuary and the invoices I received from them that conflicted with the balances, they claimed I owed. In the same email, I informed him me and my children, due to the separation, were forced to obtain government assistance and were currently on Food Stamps. Mr. Wyatt acknowledged this in his following email by stating he was "sorry to hear out my financial downturn". After hearing that I was not in any financial position to pay at that time, he went into that I had refused to sign and agree to the amount...again, I could not sign the agreements he sent as the amounts they were claiming due were egregiously incorrect. Following, he then decided he would be adding Shaun

Lindsay to the pleadings to try and secure monies to cover a debt that was 82% paid off and attempted to claim we never made any payments. He closed the email by stating he was looking forward to hearing from my attorney!

That email was the last time Mr. Wyatt would have any communication with me until March of 2025, when we attended the court hearing for asset discovery.

As far as the issue of service that Mr. Wyatt and his "process server", we were never given notice to the initial hearing in any manner or form however, we were notified by email, phone call and postal mail concerning the asset hearing that was initially scheduled for January but was later rescheduled to March, which I attended in person. Had I been given notice of the initial hearing (judgement hearing) I would have also attended but I was deprived of the opportunity to do so. I believe this was so that I could not call out the issues with payments as well as Mr. Wyatt had the opportunity to defraud the court in order to get that judgement.

This billing dispute also cannot be separated from the misconduct surrounding the HVAC installation, including confirmed sabotage by a neutral technician (Exhibit 14) and corroborating witness statements (Exhibits 15 & 16).

I can swear and attest that Mr. Lindsay and I have not resided together as a married couple since the last time I acquired a hotel reservation for him which was March 24th, 2024. Again, Mr. Wyatt acknowledged that I had informed him of this in our May 24th email (Exhibits 4, 4a-4i). This was the last time Mr. Lindsay lived with me and I did not see him for months after that. I was not aware that Mr. Lindsay had plans of filing for separation so the dates I have are the last dates we were involved. Further, according to our separation agreement he had me served with states he filed in August of 2024 and had resided in the state of Texas for 5 months which further affirm that he had been a resident of Texas since March of 2024. I was not aware of his plans to file for separation until the middle of May 2024. Mr. Lindsay has been to the home only to visit his children and has not resided again in the home. As I stated a multitude of times in the March hearing, Mr. Lindsay had no knowledge of the hearing because he had not resided in a home with me since March of 2024. I repeatedly asked Judge Lambert how it was that he was holding Mr. Lindsay in contempt when he had absolutely no knowledge or notice of the hearing. He refused to answer me or acknowledge that Mr. Lindsay had not been served.

I would like to further fully swear and attest to the fact that I was **NEVER** served for the initial (judgement) hearing. My son did inform me in February or March that he had gotten papers from someone who came to the home when I was out of town attending to my father's funeral. I never received these papers as he said he spilled something on them and threw them away. He was 15 at the time and, as a minor, had no authorization or expectation to accept papers in

my stead (Exhibit 11). Further, my son is autistic and would not have my authority to act as a representing adult.

To further substantiate my attestation that I was never served for the initial hearing, I have seen the two affidavits of service and the descriptions she gave of who she claimed to be me is so drastically different there is no room for this to be error. I feel the process server falsified the Affidavit of Service as I was never served for the judgement hearing. I had **ABSOLUTELY NO NOTICE** of the hearing. Again, I feel I was robbed of the opportunity to attend to present evidence that would have closed this case at that initial hearing.

As established in *Roche v. Young Bros.*, 318 S.C. 207 (1995), and *Ex parte Cate*, 198 S.C. 496 (1939), service of process is a prerequisite to jurisdiction, and when not properly made, any judgment entered is void ab initio.

Lastly, concerning service for Shaun Lindsay, I have never had or obtained permission to accept service for Mr. Lindsay. He has never authorized me to do so as well as we were already separated at all of the times Mr. Wyatt claims I was served. I swear and attest to the fact I have never accepted service for Mr. Lindsay. Not only did I never have Mr. Lindsay's permission to accept service on his behalf, we were legally separated and I would not have had the legal right to accept service for him after he left our home in March of 2024 even IF I had been served...which I was not. Again, since Mr. Wyatt had knowledge of Mr. Lindsay and my separation, he attempted to serve me for Mr. Lindsay.

I would like to bring it to attention that I received ample and redundant notice of the asset hearing but nothing of the like for the initial hearing. I feel this shows Mr. Wyatt did not want me in attendance, robbing me of my due process rights. Further, I feel he did not want me to appear with my abundance of evidence that Caleb Esuary as Complete Heat & Air as well as our salesman had acknowledged our payments which would have established predatory collections, false collections and egregious misrepresentation and fraud.

Lastly, in the hearing that occurred in March of 2025, the fact that Mr. Wyatt used it against me that I had not listed the house for sale when Mr. Lindsay was enjoined from selling the home. This is just one of the many times he defrauded the court during the March hearing. I informed Mr. Wyatt of Mr. Lindsay's address while we were in the conference room, yet he went into the courtroom and blatantly lied to the judge stating that I had refused to give him an address for Mr. Lindsay. Also, he lied to the court about Mr. Lindsay being served, which he was not. He also lied to the judge that I refused to provide any documentation of my financials and assets. This was not true as I repeatedly informed him that I did not own any of the items he asked for so

there was no documentation to provide. I do not have deeds to items I do not own. I also did not have a bank account at the time of the hearing so I could not provide that either.

The true and accurate amount that we actually owed to Complete Heat & Air \$3,187 which would have shown the case did not belong in the Court of Common Pleas yet would have been in small claims court.

So, in summary, Mr. Wyatt has continued to attempt to defraud the court by lying about service, lying about my being cooperative as well as grossly lying and defrauding the court by stating that I never refuted the amount of the plaintiff's claim. Mr. Wyatt also blatantly lied when he stated that I did not provide an address for Mr. Lindsay when I did so in the conference room. This is reflected in the court report when I repeatedly said that I had given it to him in the conference room and Mr. Wyatt kept talking over me so that I was not heard. Mr. Wyatt acted in bad faith by misrepresenting facts when he stated in court that I had refused to offer any proof of assets when, in fact, I had informed him that I did not own anything to give him including any automobiles, any bank accounts, any other assets such as boats or recreational vehicles and even real estate as I am not even on the property in question and have no interest in the property as it is a VA loan and is solely in Shaun Lindsay's name. Mr. Wyatt has acted in extreme bad faith by repeatedly stating and pretending that I had an attorney that he wanted to speak to, by pressuring me to sign acknowledgement of the amount of the debt when I had already told him I would not due to the incorrectness of it. Mr. Wyatt has conducted himself in extreme breach of my rights and deprivation of attendance to the initial hearing and in the grossly negligent way he chose to misrepresent the entire case to the wrong court in an attempt to collect a debt that was already 82% paid.

The Process Server lied in her statements that she had served me when my minor son is the only one who ever had contact with her. This is obvious in the descriptions she had of me in her sworn statements.

I pray the court will deny Mr. Wyatt's filings as they are egregiously incorrect and false as well as fraudulent for the prior mentioned reasons. I further pray the court would dismiss this case with prejudice due to the extreme fraud and misconduct on Mr. Wyatt & his client's side. This entire case is one of extreme and gross malpractice from start to finish starting from the very first time I ever spoke with Mr. Wyatt.

Let this serve, as well as my previously provided statements, as my sworn testimony in this case. Mr. Wyatt has stated in his most recent filings that he has no sworn statements from me. I gave him my answer to this case as my sworn statement in the emails between us. Further, all of the

statements I have provided Mr. Lindsay should also be seen as sworn statements. I do not provide statements that should not be taken seriously, nor do I state falsities. I have conducted myself in an ethical and honest attendee and that has continued through the entirety of this travesty of fraudulent proceedings.

This sworn witness statement reaffirms and consolidates the contents of my prior signed statements already in the record, including my Witness Statement (Exhibit 1), my Declaration of Non-Service (Exhibit 10), and my Witness Statement of Sabotage (Exhibit 13). All of these statements are true and correct to the best of my knowledge and recollection, and I now make them under oath in this single consolidated sworn statement in support of all Defendant's motions.

I further believe that these actions, including the suppression of my testimony and exclusion from hearings, were taken in retaliation against both myself and Shaun Lindsay for our status as federal whistleblowers, in violation of 42 U.S.C. § 1983 and 18 U.S.C. §§ 1512–1513.

I swear these statements are true to the best of my knowledge.

Signature Page

Sworn this 4 day of August, 2025.

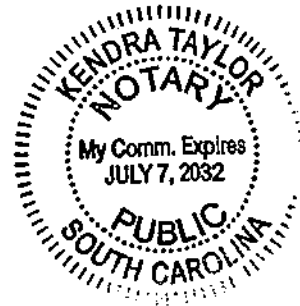
Michelle Lindsay

Signed: Michelle Lindsay

**State of South Carolina
County of Pickens**

Subscribed and sworn before me on this 4 day of August, 2025.

Kendra Taylor
Notary Public for South Carolina
My Commission Expires: 07/07/2032



RECEIVED

May 13 2026

May 7, 2026

SC Court of Appeals

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

Addendum Statement to Michelle Lindsay Statement (Exhibit 26) – Exhibit 27

Let this serve as my Addendum Statement as it regards to the case involving Complete Heat & Air, LLC vs. Michelle Lindsay.

Due to the confusion surrounding this case and the many misrepresentations made by opposing counsel, I wanted to expand upon my previous statement to the Court titled “My Statement.” There have been numerous misrepresentations and inconsistencies presented throughout these proceedings which need to be addressed and disproven. Shaun Lindsay, as well as myself, believe our due process rights and civil rights have been substantially infringed upon throughout these proceedings. We also believe there have been violations of the Fair Debt Collection Practices Act, particularly where David Wyatt identified himself as a “Debt Collector” in communications, correspondence, legal letterhead, and emails associated with this matter. (Exhibits 4a–4i.)

The basis of this case has been convoluted since its inception. In the following Addendum Statement, I intend to explain and provide supporting proof concerning these allegations so that the Court may have full transparency concerning the true facts and circumstances surrounding this matter as we continue through the appellate process and any additional proceedings that may follow.

On March 3, 2023, my family experienced a major flood in our home which completely displaced everyone residing there, causing us to live in VRBO rentals for approximately eighteen months. The entire main floor of our home was destroyed and required substantial reconstruction. During this process we dealt with numerous contractors in connection with repairs to the home. We did not experience similar issues with any of the other contractors involved in the restoration process, and all other vendors were paid in full without major disputes arising.

One of the contractors we hired was Complete Heat & Air. Initially, my interactions with the company appeared professional and no concerns were raised during the early stages of communication. I was informed due to prior military service that a military discount of 10% would be applied to my invoice, which would have reduced the balance by approximately \$1,623. This discount was discussed and referenced multiple times by employees of Complete Heat & Air, yet it was ultimately never applied to the account. (Exhibits 3a, 3c, and 3d.)

An employee of Complete Heat & Air named Corbin Frasier came to my home to inspect the HVAC system and prepare a proposal for replacement. I did not initially have any issues with Mr. Frasier during these interactions. He emailed me the original quote dated May 17, 2023 in the amount of \$12,756. (Exhibit 2a.) I submitted that quote to our insurance company and obtained approval for the work.

Mr. Frasier later contacted me because the insurance process had become lengthy and difficult while we were displaced from our home with five children and coordinating multiple

contractors simultaneously. I informed him that I was actively working with the insurance company and waiting for approval.

The following day, Mr. Frasier contacted me again and advised that the pricing had changed and a revised quote had been issued. The revised quote dated May 18, 2023 reflected a total of \$14,081. (Exhibits 2b and 2c.) When I asked why the amount had increased, Mr. Frasier explained that the issue originated from “back office.” I signed the revised sales agreement on May 18, 2023 and again worked through the insurance process to obtain approval for the updated amount.

Throughout this period, I had numerous discussions with Complete Heat & Air, specifically with Korbin Frasier, regarding the revised pricing and the deposit requirements that had to be satisfied before installation could be scheduled. Although I became uneasy concerning the repeated pricing increases and the continued failure to apply the military discount, I ultimately decided to continue forward with Complete Heat & Air because of the delays and complications already associated with the insurance process.

On June 28, 2023, Korbin Frasier again informed me that the pricing would increase because the wrong unit configuration had allegedly been quoted for the home. The revised amount was approximately \$16,230. (Exhibits 2d and 2e.) I immediately contacted Mr. Frasier because I was concerned the insurance company would dispute yet another increase after already resisting the prior revisions.

Following those discussions, Mr. Frasier contacted the insurance company directly regarding the revised pricing and later informed me the updated amount had been approved. Because I remained concerned about the situation, I requested that he provide a written explanation for the additional increase in cost. On June 28, 2023, I received an email from Mr. Frasier explaining the reasons for the increase and discussing scheduling availability. (Exhibits 3b, 3c, and 28.)

I responded to this email again asking about the military discount that still had not been applied to my account. I also discussed the deposit requirements and additional payments I intended to make in order to move the installation process forward as quickly as possible. I documented these communications carefully for my own records.

In that email, I informed Mr. Frasier that insurance had released the amount of \$6,194 required for the installation deposit so that scheduling could proceed. (Exhibits 2f, 3c, and 28.) Because my family was attempting to return home as quickly as possible, I also informed him that I would personally make the \$6,194 payment from available funds while waiting on insurance processing. (Exhibits 2f, 3c, and 28.) I further advised him that I had already made an additional \$3,000 payment toward the increased system cost. (Exhibits 3a, 3c, and 28.)

On June 30, 2023, Korbin Frasier emailed me advising that scheduling would contact me to arrange installation. In that same communication, he acknowledged the payments that had

already been made and again referenced the military discount issue, stating that he had informed the office the discount still had not been applied and that an updated invoice might later be issued reflecting the correction. (Exhibits 3a, 3b, 3c, and 28.) Despite those assurances, the military discount was ultimately never applied to the account.

At a later point, Caleb Esuary contacted me regarding the remaining balance. During that conversation, I made an additional \$500 payment and discussed the possibility of a payment arrangement due to the financial hardship my family was experiencing following the flood and displacement from our home. (Exhibit 3a.) During this same discussion, Mr. Esuary refused to honor or apply the previously discussed military discount.

Because I felt the conversation was becoming increasingly hostile and confrontational, I informed Mr. Esuary that I wanted future communications documented and requested that matters be handled through written correspondence where possible. I subsequently sent emails attempting to address the accounting discrepancies and military discount concerns, but those communications were either ignored or never substantively addressed.

After the HVAC installation was completed and our home reconstruction had progressed enough for us to move back into the residence, additional issues arose involving insurance payments and accounting discrepancies. Our insurance policy contained multiple categories of coverage, including coverage for living expenses incurred during displacement from the home. One payment that should have been associated with the HVAC balance was instead tied to temporary living expense reimbursement and was used toward the VRBO housing expenses we had accumulated while displaced from the property.

That insurance allocation issue was one of the primary reasons I later requested a payment arrangement with Complete Heat & Air.

In December 2023, I made another payment over the phone in the amount of \$1,500 through a representative identified to me as "Alex." (Exhibit 3a.) During that conversation, I again asked about the military discount and whether it had ever actually been applied to my account. Alex informed me he was not aware the company even offered a military discount.

I requested that Caleb Esuary contact me directly concerning the ongoing accounting discrepancies, but I never received a return phone call from him. Instead, I later received an email dated December 22, 2023 from Mr. Esuary stating that the military discount would not be applied and further claiming that the previously acknowledged \$3,000 payment had never been received. (Exhibit 3d.)

This directly contradicted prior communications from Complete Heat & Air representatives acknowledging those payments and discussing installation scheduling after receipt of the funds. (Exhibits 3a, 3b, 3c, and 28.)

As a result, multiple payments appeared to be missing from the accounting history while the previously promised military discount was never honored. The final system amount reflected approximately \$16,230. (Exhibits 2d and 2e.) Applying the promised military discount of approximately \$1,623 would have reduced the balance to approximately \$14,607. (Exhibit 3a.)

After accounting for payments totaling approximately \$11,194 that had either been verified, acknowledged, or both, the remaining balance would have been substantially lower than the amount ultimately claimed by Complete Heat & Air. (Exhibit 3a.)

It should further be noted that the remaining disputed balance reflected an amount that would have fallen well within the jurisdictional limits of magistrate or small claims court rather than the broader proceedings that ultimately followed in this matter.

Due to the severe financial strain caused by the flooding of our home and the emotional and financial stress placed on our marriage during that period, Shaun Lindsay and I eventually separated. We were facing foreclosure concerns, severe financial hardship, and significant instability while attempting to care for our children and rebuild our lives after the disaster.

I ultimately applied for and received public assistance benefits, including food assistance, because I had been unemployed during the marriage and had very limited financial resources available to me during that time. Shaun Lindsay and I separated on or about February 28, 2024. (Exhibit 6.) Although he occasionally visited the marital residence to spend time with the children, he was primarily residing outside the residence during this period.

The last time Mr. Lindsay stayed overnight at the marital home was approximately March 2, 2024, when I assisted with arranging hotel accommodations connected to an upcoming work project. Legal separation paperwork was later filed in Texas. (Exhibits 5 and 6.)

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. (Exhibit 4a.) 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. (Exhibits 4b, 4c, and 25.) 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. (Exhibit 4c.) 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. (Exhibits 4h and 4i.) 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. (Exhibit 25.)

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. (Exhibits 3a–3f, 4d, 4e, and 25.) 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. (Exhibits 5 and 6.) 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. (Exhibits 4d and 4e.)

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. (Exhibits 4a–4i.)

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. (Exhibits 4d, 4e, and 4g.) 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 perjuring 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. (Exhibits 12 and 18.)

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. (Exhibits 9, 10, 11, 12, and 18.)

The next communication I received about this case 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. (Exhibits 4b, 4c, and 25.)

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. (Exhibits 12 and 18.)

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. (Exhibits 5, 6, 9, 10, and 11.)

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. (Exhibits 9, 10, and 11.) The second described me as being about 100 pounds different and completely different hair colors. Neither of which had changed at all. (Exhibit 9.)

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.

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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 DOJ, Office of Civil Rights as well as several others state and federal oversight look into the matter 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 misjustice 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, not having crossed over the \$7,500 threshold pursuant to South Carolina state law before additional fees, penalties, and inflated numbers were later added by Mr. Wyatt and his clients. I acted in good faith while they acted in bad faith, and my home state failed my family.

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. (Exhibits 5, 6, 9, 10, 11, 12, 18, and 25.)

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

196 Mistr Lane

Pickens, SC 29671

**Fwd: Michelle Lindsey**

1 message

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

RECEIVED
May 13 2026
SC Court of Appeals

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 Lindsay <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 Lindsay** <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 prc 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 in 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 Lindsay

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 fi

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.

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.com

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**

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