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SC Court of Appeals

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON
THE COURT OF COMMON PLEAS
C.A. NO. 2025-CP-10-00435

A SITE ON RIVER LLC AND SHELLY LEEKE LAW FIRM LLC,
PLAINTIFF,

vs.

MASHBURN CONSTRUCTION INC, ET AL,
DEFENDANT.

H E A R I N G
BEFORE THE HONORABLE JENNIFER B. MCCOY

DATE: NOVEMBER 5, 2025
TIME: 10:38 AM
LOCATION: SOUTH CAROLINA CIRCUIT COURT 9
TRANSCRIBED BY: AMANDA WATSON

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(NONE MARKED)

(THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS
REPRODUCED AS READ OR QUOTED BY THE SPEAKER.)

P R O C E E D I N G S

1
2 THE COURT: Motion to amend, the Site on Rivers LLC.
3 Welcome back.

4 MR. BRUORTON: Thank you, Your Honor.

5 THE COURT: It's been the week of (indiscernible) cases.
6 No rest for the weary. Well, let's talk about these. Are
7 all three of these motions still viable?

8 MS. BLUNDY: Yes, Your Honor. I believe -- first up
9 Amanda Blundy, on behalf of the Site on Rivers and Shelly
10 Leeke Law Firm. The motion to amend may be up first, but I
11 believe it obviously dovetails into the motion to compel
12 arbitration.

13 THE COURT: Okay.

14 MS. BLUNDY: So, I'll be happy to go first, but I don't
15 know how Your Honor wants to handle that.

16 THE COURT: It's really up to y'all. I don't have a
17 strong feeling one way or the other.

18 MR. BRUORTON: I mean, my only object -- my, I think,
19 I'm only (indiscernible) on motion to amend, Your Honor, and
20 the basis for my not consenting to it was ---

21 THE COURT: (Indiscernible)

22 MR. BRUORTON: (Indiscernible)

23 THE COURT: Okay. Well, let me hear from you, then,
24 first.

25 MR. BRUORTON: I appreciate it. Thank you. Your Honor,

1 Chip Bruorton, here, on behalf of the Mashburn Construction
2 Company. This is a motion to dismiss the state litigation
3 and to compel arbitration between the parties. This was a
4 project that was a law firm expansion. It was the site on
5 rivers, no pun intended but, it's a site on Rivers Avenue
6 where there was a pre-existing building. It was an addition
7 made to an inner renovation of that old building by Mashburn
8 Construction.

9 And the contract that was entered into between the
10 parties was a standard form agreement with modifications,
11 which is a consensus doc, which is a standard document used
12 in the construction industry. Towards the end of the
13 project, there were disputes that arose with regards to some
14 of the construction. Ms. Blundy sent a notice, an
15 opportunity to procure on January 12th, and I responded to
16 that on March the 23rd of 2024. No resolution was reached,
17 and this lawsuit was then filed, I believe, in March of 2025.

18 The question before the Court is whether the design
19 build agreement contains a valid, enforceable (indiscernible)
20 clause. There are four arguments that have been presented by
21 the Plaintiff. Really, one of them is only to the validity
22 of the arbitration provision. That's an argument that it's
23 unconscionable, or a contract of adhesion. There's three
24 other arguments that really go to the enforceability, being
25 that the (indiscernible) failed to follow conditions

1 proceedent under the contract. They waived their right by
2 filing a mechanics lien and that the parties -- the contract
3 required a joiner of all parties. So I want to address each
4 one of those, if I can, and just take a minute.

5 First of all, the consensus doc, you know, they're
6 asking the Court to basically find the consensus document to
7 be unconscionable. There's two documents that are standard
8 within the construction industry. There's an AIA format and
9 then the consensus document format.

10 THE COURT: Okay.

11 MR. BRUORTON: So, calling that unconscionable, we
12 create a whole host of problems within the construction
13 industry where these contracts that get used on regular
14 basis. I don't think there's any dispute that the -- the
15 clause in the contract meets the specific requirements of the
16 South Carolina Uniform Arbitration Act with regards to the
17 notice that's on the front page and citation to the statute.

18 The issue that is raised and challenging the contract is
19 really that it's unconscionable and that it's an adhesion
20 contract. We have submitted to the Court a color copy of a
21 revised contract that has a bunch of revisions in it.

22 There's some dispute over when revisions were made, or
23 (indiscernible) mis-lead her chief financial officer, Mr.
24 Swanson (phonetic), made revisions, it's whether they had the
25 opportunity to make revisions, which they did.

1 And if you look at the affidavits that have been
2 submitted, they really all say the same thing. I submitted
3 an affidavit on behalf of Richard Kinard, who is the vice
4 president at Mashburn construction. And what his affidavit
5 says is that for most projects where Mashburn serves as the
6 general contractor, generally it is the owner that presents
7 Mashburn with the contract. In this particular situation,
8 Mashburn was asked to provide the contract. Which they did
9 (indiscernible) was sent to Ms. Leeke and to Todd Swanson
10 (phonetic) -- can I (indiscernible), Your Honor?

11 THE COURT: Yeah.

12 MR. BRUORTON: On December the 2nd of 2020. Where
13 Mr. Kinard is telling Ms. Leeke and Mr. Swanson
14 (indiscernible) document, but if you look at that AIA
15 document, it calls for arbitration. That's not, ultimately,
16 the contract that was used. What was used is the later
17 version, which was the consensus document. Which, if you
18 look at this email on February the 5th of 2021, again, to
19 Mr. Swanson and to Ms. Leeke, it provides a copy of the
20 consensus document, which, on the first page has a notice of
21 arbitration (indiscernible) about Ms. Leeke's affidavit.
22 Ms. Leeke, as I'm sure you know, is a lawyer ---

23 THE COURT: Right.

24 MR. BRUORTON: --- here, and practices in the state of
25 South Carolina, and has been for a very long time. What she

1 states in her affidavit is, "I did not negotiate, discuss, or
2 request any revisions to article 12 of the design build
3 agreement, title, dispute, mitigation or resolution, or any
4 provision relating to arbitration or dispute resolution."

5 The fact that she didn't ask for changes to it doesn't
6 make it unenforceable. She goes on to say that, "I was not
7 informed that the contract contained an arbitration provision
8 prior to execution, and I did not knowingly agree to waive my
9 or my company's right to have disputes resolving
10 (indiscernible)." She was copied on this email in February,
11 the contract wasn't signed until about four weeks later. She
12 had every opportunity to review it, make changes to it if she
13 wanted to.

14 You look at Mr. Kinard's affidavit, he says that they
15 have had clients in the past that don't want arbitration, and
16 they've agreed to those contracts. And certainly something
17 that could have been discussed and changed. It's on the
18 front page of the contract. Ms. Leeke knows what arbitration
19 means. She knows it's a waiver of a jury trial, and it was
20 sent to her, and she had an opportunity to review.

21 If you look at Mr. Swanson's affidavit, who is the chief
22 financial officer for Ms. Leeke, he indicates that he didn't
23 personally negotiate the terms of the design build agreement
24 with Mashburn, which is contradictory to what Mr.
25 (indiscernible) says. He says, "I was not informed that the

1 contract contained an arbitration provision prior to
2 execution. To me, that means he didn't read it. If he
3 wasn't informed that it had an arbitration provision, he
4 didn't read it. It's on the front page, it's clearly an
5 article 12.

6 And he said, "I did not authorize anyone to negotiate or
7 agree to arbitration on behalf of Shelly Leeke Law Firm and
8 or a Site on Rivers." Him signing the contract is the only
9 authorization that's needed. The provision is in there,
10 there's -- there's nothing to say that this was a contract
11 that was on a take it or leave it basis, and that there was
12 no ability by the Plaintiffs to make changes or negotiate
13 terms within the company.

14 Quite frankly, these are both business entities. They
15 are smart individuals. One has the law degree. You know, I
16 think it's -- it's certainly enforceable under the laws of
17 the state of South Carolina. And that they had an
18 opportunity to review and make changes if they wanted to or
19 object to it. They didn't have to sign it and put it in
20 there.

21 The next couple of arguments really go to the
22 enforceability that I want to address. The first is that
23 Mashburn has waived its right to arbitration by not following
24 the conditions preceded under the contract. What the
25 contract calls for is a meeting between the executive

1 officers. If that fails, then you go to mediation. If that
2 fails, then you go to arbitration.

3 Mashburn doesn't have any claims in this -- in this
4 action. So, they haven't failed to follow the condition
5 proceedant and brought a claim. The Plaintiffs didn't follow
6 the conditions proceedant and filed this arbitration without
7 going to mediation first, and filed it in the wrong form
8 style.

9 Next is the fact that we filed a mechanics lien on
10 behalf of Mashburn that somehow waives their right to
11 arbitration, which is not the law under the laws of the state
12 of South Carolina. There is no legal support that filing a
13 mechanics lien somehow negates your ability to have
14 arbitration. You can't file a lien in arbitration. You
15 can't file a list pendants in arbitration. Those have to be
16 done, and the statute specifically says that you have to file
17 those.

18 And they cite to the Liberty Builders case which, I
19 think, is important. Liberty Builders case said that the
20 contractor had waived its right to litigation because it had
21 pursued -- it was in litigation for two-and-a-half years
22 before they moved for the motion to compel. But what the
23 Court did was discuss the process for filing a lien,
24 foreclosing on the lien, and then moving it into arbitration.
25 That's the way that you do it, and that's the way that we

1 were doing it.

2 My client made a strategic decision, because the value
3 of the lien was only around \$21,000, that they weren't going
4 to foreclose on it. They just let the lien lapse. You look
5 at article 12.7 of the contract, it says that nothing within
6 the dispute resolution article of the arbitration agreement
7 limits any rights and remedies that the design builder may
8 have under the lien loss.

9 And then, title 14, section 482020, the South Carolina
10 Uniform Arbitration Act says, nothing in this chapter shall
11 preclude the filing effective of a mechanics lien by
12 (indiscernible). There is no precedent that filing this lien
13 has somehow waived management's right to enforce the
14 arbitration.

15 Last is this argument of joiner, which states that
16 Mashburn has not provided evidence that all of the parties
17 are going to be required to have the claims decided in
18 arbitration. I don't think that's Mashburns (indiscernible)
19 at this -- at this stage of litigation. I think Joiner is
20 something that would be addressed by the arbitrator, but I
21 did bring copies of every subcontract for all the parties
22 that have been sued, that I'd like to hand up to the Court,
23 that have the arbitration requirements in those documents.
24 There's eight of them.

25 THE COURT: Okay.

1 MR. BRUORTON: One of the subcontracts has on the front
2 page the requirements of arbitration. And, if you look at
3 dispute resolution provision, and this isn't the full
4 contracts I just printed (indiscernible) couple pages, it
5 goes through the same thing. It follows and tracks the
6 consensus doc dispute resolution, where you go to the
7 meeting, then mediation, and then arbitration if mediation is
8 unsuccessful.

9 So, if this case proceeds to arbitration, certainly
10 Mashburn will bring claims against its subcontractors, which
11 these contract provisions require joiner on the part of these
12 subcontracts to participate. The Plaintiffs cite to the
13 Damico case, which is notably different than the case before
14 you. In the Damico case, the contract had a highly
15 restricted joiner provision, and the contractor actually had
16 discretion as to whether or not they were going to join the
17 subs.

18 The language in the map of subcontract is pretty clear,
19 and when there is a dispute with the owner, that it is
20 related to the work of the subcontractor, subcontractors
21 should be included in that arbitration. So, for all of these
22 reasons, Your Honor, I believe that the arbitration provision
23 within the consensus document that was modified and agreed to
24 by the parties in this case are valid and enforceable. And
25 this case should be dismissed and compelled arbitration.

1 THE COURT: All right. Thank you very much. All right,
2 Ms. Blundy?

3 MS. BLUNDY: Good afternoon, Your Honor. Amanda Blundy
4 of a Site on Rivers and Shelly Leeke's Law Firm. Just to
5 address, obviously, yes, Your Honor, the Plaintiffs are
6 proposing arbitration, and it really -- the main factor does
7 focus on the waiver and the amount of time that went through.

8 When Ms. Leeke was having issues with the building and a
9 great deal of issues, there's a trailer in the parking lot
10 that the employees go the bathroom in, the sewer is backing
11 up, her office leaks. I mean, it's pretty -- it's a \$6.5
12 million renovation for a law firm that obviously is -- went
13 terribly awry.

14 Before filing suit, we did file a right to send a right
15 to cure letter to Mashburn to try to work out, obviously, a
16 \$6.5 million contract that the things needed to be fixed and
17 laid out the issues for Mashburn. At that point, Mashburn,
18 if they wanted to initiate these procedures, which does say,
19 first, you meet with a mitigation, you have direct
20 discussions, which we did.

21 12.2, direct discussions, the parties cannot reach the
22 resolution of the matter relating to the agreement they shall
23 meet or reach a resolution with a party representative. Then
24 you move to mitigation, and you have a neutral, and then it
25 moves to mediation, and that arbitration. At that point,

1 Mashburn's counsel sent a letter back, stating, we disagree
2 with all of the things you say are wrong with the building,
3 and that's Exhibit B to my original memorandum.

4 Doesn't -- and they, additionally, aside from denying
5 the defects, they did say they had a claim. They said there
6 was \$200,000 additionally owed by Ms. Leeke, and an
7 additional \$21,000 she held as a retainer. At that point, it
8 says, while we have to follow these procedures underneath
9 12.6, we think -- let's go ahead and try to work this out.
10 We then invited Mashburn to the site, where many of the
11 subcontractors attended a site walk to see what was wrong
12 with the buildings.

13 We followed up with Mashburn, Ms. Leeke -- we never
14 heard from them until we got a mechanics lien. Nearly -- so
15 between January 2024, when there was an issue, and then May
16 2025, that is really the time frame that they could have said
17 where -- we like to initiate the procedures under the
18 contract. They did not. Not until the lawsuit was filed,
19 nearly a year later, did they move to dismiss and move for
20 arbitration.

21 Aside from the waiver, which we could have had those
22 procedures go on in that year, this is not a case where
23 Ms. Leeke and a Site on Rivers filed suit. There was a year
24 that went by. So first and foremost, Mashburn waived their
25 rights when they didn't initiate those proceedings. They

1 didn't do the necessary steps for the mitigation. And it
2 lays out litigation procedures and mediation procedures. And
3 it says, lastly, 12.5 will move to arbitration, and this is
4 key, under the South Carolina Arbitration Association, and
5 will be administered in the following steps.

6 12.6 specifically says multi-party proceedings, the
7 parties agreed that all parties necessary to resolve the
8 matter shall be parties to the same dispute resolution
9 procedure. The subcontracts that Mashburn has handed to you
10 have very different procedures. In fact, if you just turn to
11 the very first one -- and I just got these contracts today, I
12 know you need (indiscernible) Mashburn's counsel, but again,
13 I have not seen these since we have not engaged in discovery.

14 Plumbing Authority LLC, which was one of the contracts
15 Mr. Bruorton handed to you. If you turn to the subs
16 procedure, it specifically says the parties have to agree on
17 an arbitrator, and then they submit to arbitration in the
18 American Arbitration Association. Two different forms, two
19 different contracts. When the contract with the Plaintiff
20 specifically says, must be the same dispute resolution
21 procedure, if you read the letter of the contract, it is not
22 the same dispute resolution procedure. So, therefore the
23 Plaintiffs have a right to litigate with the subs. Aside
24 from the (indiscernible) that are not within that.

25 From discovery we've received several subs of subs and -

1 - Global Installations, Capital Drywall, Air Diagnostics,
2 Thermotech. These are all sub (indiscernible) it allowed, we
3 would be litigating with subcontractors. We have no
4 arbitration agreements with them. And we would be
5 arbitrating with Mashburn. I think it is, I mean, it doesn't
6 serve additional economy when you have 10 to 20
7 subcontractors in the litigation form, and we are arbitrating
8 with Mashburn.

9 Lastly, just to touch really quickly on the
10 unconscionability, the affidavit from Ms. Leeke is in direct
11 contention with Mashburn's original brief. They specifically
12 stated in their memo in opposition that the Leeke Law Firm
13 made specific changes to the arbitration provision. And we
14 were given, and I believe you remember from when we had to
15 move this from the last hearing because I had never seen
16 those contracts, there were red line changes, and
17 Mr. Bruorton directed me to hover over the cursor to see who
18 made those changes. And wrote in his brief that Ms. Leeke
19 and the law firm made those changes. This is a 2021
20 contract. Those changes were not made by anybody at the
21 Leeke Law Firm and they were made in the year 2015. Of
22 course, I gave that information to Ms. Leeke and Mr. Swanson
23 and they wrote an affidavit saying we never made changes.

24 With regards to who signed the contract, Mr. Swanson did
25 not have authority to sign the contract. And in fact, there

1 are several very colorful emails that I did not include in
2 our brief where Ms. Leeke -- and I filed those and asked for
3 them to be probably under CL (indiscernible) where she is not
4 happy that Mashburn refused to communicate with her. She
5 said, "This is my law firm. I make decisions. I make
6 changes. I'm sick of you all going around my back and stop
7 making changes without me. Mr. Swanson has no authority."
8 Here is the language in those emails. I left them out of
9 public filings.

10 So, Your Honor, there was repetitive emails back and
11 forth that Ms. Leeke told Mashburn, you are not directed to
12 make changes unless I approve. So, just to kind of
13 reiterate, the big issue being waiver. If they wanted to
14 arbitrate, it should have been well, we sent them a list of
15 defects. Not, initiating a mechanics lien and waiting a
16 year. But we would just ask that you deny their motion to
17 arbitrate, and then we can all stay in the court of common
18 please. Thank you, Your Honor.

19 THE COURT: Sure.

20 MR. BRUORTON: Yeah, briefly, Your Honor. The fact that
21 the meeting between executives didn't take place and
22 mediation didn't take place doesn't mean that you can just
23 jump to the state court. There's still the processes in
24 place where those meetings take place, mediation, and an
25 arbitration. So at a very minimum, case should be stayed to

1 allow for mediation to take place, and then compelled to
2 arbitration if the condition ---

3 THE COURT: (Indiscernible) either way, I guess.

4 MR. BRUORTON: The red line changes. I want to talk
5 about that because if you look at Mr. Kinard's affidavit, he
6 indicates that there were multiple negotiations that were
7 made and they were done by email, they were done by telephone
8 call, and they were done by remote -- remote video
9 conference. If you hover over -- the arbitration provision
10 language that Ms. Blundy is referring to was made in 2016
11 but, the language that's specific as to this contract was
12 made by Jennifer Levoy (phonetic) in January of 2021.

13 It's my understanding just based off communications and
14 discussions that the -- the parties were having -- and if you
15 look at article 12, what that says is the part that was
16 changed in 2021, if you go to 12.5, what was changed in 2016
17 was South Carolina Arbitration Association or the parties may
18 mutually agree to select another set of arbitration rules.
19 The administration of the arbitration shall be moot -- as
20 mutually agreed by the parties. What was decided in 2021 was
21 to strike that language, "or the parties may mutually agree
22 to select another set of arbitration rules", and to leave in
23 "the administration of the arbitration shall be as mutually
24 agreed by the parties."

25 The last thing is, with regards to these emails with

1 Ms. Leeke, as you can see, I passed up two emails to you
2 where she was copied on the transmittals of these contracts.
3 The emails that I understand Ms. Blundy are referring to
4 occurred in 2022 and there were scope changes being made to
5 the contract, and she was upset that she was not being
6 included on these emails about scope changes. It didn't have
7 anything to do with the contract.

8 The contract was executed back in March of 2021 after
9 she was given copies of them and after she had an opportunity
10 to review it. This is the first I've heard that her chief
11 financial officer didn't have the authority to sign the
12 contract on her behalf. Certainly, she knew that he signed
13 it back in 2021 and they continued to allow Mashburn to do
14 the work, and paid Mashburn for the work that Mashburn was
15 doing. As a chief financial officer, I certainly believe
16 that he has executive authority to sign the contract.

17 Whether they changed any provisions or not, in my
18 opinion, is irrelevant. (Indiscernible) under South Carolina
19 law. I think that the 19 sponsors that put together the
20 consensus docs intended for that clause to meet the
21 requirements of South Carolina law and arbitration laws
22 within other states, and they feel like they accomplished
23 that. And, quite frankly, a ruling to find that
24 unconscionable is probably going to result in some type of
25 issues from consensus stops themselves. So, it has bigger

1 implications than just this case, but clearly you've got
2 sophisticated parties that negotiated this contract and
3 agreed to arbitration, and that's where this case should be.

4 THE COURT: Do we go through the steps and -- am I'm
5 looking at the right, under Section 12.2, direct discoveries.

6 MR. BRUORTON: Your Honor, if you look at that February
7 23rd 2024 letter, which, is in Ms. Blundy's -- as an
8 attachment.

9 THE COURT: Yeah, right here.

10 MR. BRUORTON: I went through each and every ---

11 THE COURT: (Indiscernible)

12 MR. BRUORTON: --- of the notification -- of the issues
13 related to notifications, and there were several that
14 Mashburn indicated that they would address, and there's ones
15 that they indicated they didn't have a responsibility to
16 address. And, there was an offer that was made to settle the
17 claim, which, we heard nothing back other than you can come
18 visit the site, I believe, in October of 2024. Mashburn had
19 already been out there multiple times in discussing some of
20 these issues that have been raised, there was no need for
21 them to go back out there.

22 But, I clearly say in the letter, under the terms of the
23 contract, the dispute resolution provisions call for a
24 meeting between the client and contractor to attempt to
25 resolve issues between them. If that meeting is

1 unsuccessful, the parties go to mediation. It's a condition
2 proceeding to any arbitration. However, it seems parties
3 would benefit from a resolution now, based on the terms set
4 forth in this letter, without having to spend additional time
5 and money continuing to have meetings (indiscernible). And
6 Ms. Leeke said, I want to meet with Paul Mashburn, he went
7 no. Had they demanded mediation, we would have gone to
8 mediation. What they did was file a law suit which is
9 improper under the contract.

10 THE COURT: How does this place stand now? Did they
11 finish the work, or is it unfinished (indiscernible)?

12 MS. BLUNDY: No. They're in the building, but they're
13 still going to the bathroom in the exterior kind of way. So,
14 my understanding of the (indiscernible) is that she owns the
15 Title Max next door, and there's a Burger King, and all of
16 the sewage was just going, not into anything, underneath the
17 driveways, essentially. And then, you know, obviously it
18 wasn't a problem until it was. It backed up enough.

19 But, Your Honor, just to really quickly, when
20 Mr. Bruorton says that we -- we made an offer. I mean, it's
21 a laughable offer to say we don't think anything's wrong, and
22 we won't sue you for \$200,000, and that's the settlement. I
23 mean, okay. That's really a non-offer to settle the case.
24 But we did invite them to the site, and they rejected that.
25 Just like there's a lot of follow up by my office, and the

1 subcontractors came. So, Your Honor, obviously they haven't
2 mediated. And then they said, we sued them. They filed a
3 mechanics lien first. So, they skipped the steps and are
4 asking the Court to disregard the contract. Your Honor,
5 thank you.

6 THE COURT: Okay. All right. Yeah. I mean, sometimes
7 we have to have discovery just to determine, you know, the
8 special issues. All right? Anything else?

9 MR. BRUORTON: No, Your Honor.

10 THE COURT: All right. Thank y'all. Have a good day.

11 MS. BLUNDY: Thank you.

12 THE COURT: (Indiscernible) file it somewhere or are we
13 (indiscernible) mark as exhibits?

14 MR. BRUORTON: I was planning to marking them
15 (indiscernible).

16 THE COURT: Do you want us to do that? We'll do that
17 and then I'll (indiscernible) Ms. Johnson.

18 MS. BLUNDY: Your Honor. The motion to amend?

19 THE COURT: Oh, I got ahead of myself.

20 MS. BLUNDY: No, I didn't know if Your Honor wanted to
21 just take ---

22 THE COURT: Yes.

23 MS. BLUNDY: The motion to amend has several parties
24 that we were attempting to add.

25 THE COURT: Okay. (Indiscernible)

1 MS. BLUNDY: Well, yes, Global Installation Contracting,
2 and then, since then, Capital Drywall, and this was, in all
3 fairness, has not been asked, because we just got them with
4 discovery. Capital Drywall, Air Diagnostic Inc, Thermo Tech
5 services, those are all subs of subs that we asked to move.
6 And obviously, we got consent from everybody else, except
7 from Mashburn, pending the arbitration issue.

8 THE COURT: Okay. I'll allow it, but that doesn't
9 necessarily indicate my ruling on the arbitration
10 (indiscernible). Okay.

11 MS. BLUNDY: Thank you.

12 THE COURT: All right. Will you do a proposed order?

13 MS. BLUNDY: Yes, on the motion to amend.

14 THE COURT: Yes.

15 MS. BLUNDY: Okay.

16 THE COURT: Thanks.

17 MR. BRUORTON: Thank you, Your Honor.

18 THE COURT: Thank y'all.

19 MS. BLUNDY: Have a great day.

20 THE COURT: Anything in here needs to be redacted? I
21 mean ---

22 MR. BRUORTON: No ma'am.

23 MS. BLUNDY: Oh no, no. We didn't give you those.

24 THE COURT: No, I know. Not those. I'm just -- just
25 making sure.

1 MR. BRUORTON: Nothing needs to be redacted.

2 THE COURT: Perfect. Thank y'all.

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13 (THERE BEING NOTHING FURTHER, THIS HEARING CONCLUDED)

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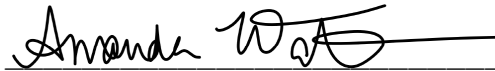
CERTIFICATE OF TRANSCRIBER

State of South Carolina

County of Charleston

I, AMANDA WATSON, a court-approved transcriber, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the proceedings had and evidence introduced in the trial of the captioned case, relative to appeal, in South Carolina Circuit Court 9, Charleston, South Carolina, on the 5th day of November, 2025.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

A handwritten signature in cursive script that reads "Amanda Watson". The signature is written in black ink and is positioned above a horizontal line.

AMANDA WATSON, TRANSCRIBER