

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

The Honorable Bentley Price
Circuit Court Judge

Appellate Case No. 2022-000592

Pamela Holliday Wallin; Mark Bennett Holliday; Kingsley K. Holliday;
Sara Jane Holliday; and John C. Holliday.....Appellants,

v.

Ross Samuel Holliday as Personal Representative of the Estate of Warren; Phillip Holliday; Ross Samuel Holliday, individually; Warren Lea Holliday, individually; 2233 Highway 17 North, LLC; 2237 Highway 17 North, LLC; 2805 Highway 17 North, LLC; 1606 Meeting Street, LLC; Bacons Bridge Road, LLC; 4687 Franchise Street, LLC; Zeezrom Properties, LLC; John Doe Leased Vehicle; 1905 North Main Street, Summerville, LLC; 815 Folly Road, LLC; 832 Coleman Blvd., LLC; 2189 Discher Avenue, LLC; New Space Science, LLC; Pirates Plunder, LLC; Sawgrass Technologies, Inc.; Holliday Amusement Company, Inc.; and The Revocable Trust Agreement between Warren P. Holliday as Settlor and as Trustee.....Respondents.

APPELLANTS' REPLY TO RESPONDENTS' RETURN OPPOSING, IN PART,
APPELLANTS' MOTION FOR COSTS ON APPEAL

Appellants hereby submit this Reply to Respondents' Return opposing that portion of Appellants' motion for costs that seeks an award of costs for six (6) additional copies of the Record on Appeal, Appellants' final brief, and Appellants' reply brief.¹

¹ Respondents do not challenge the remaining requested costs.

Two points are addressed herein. First, Appellants have properly submitted for reimbursement from Respondents for the six additional copies that Respondents challenge. Second, Appellants hereby amend and correct their Itemized Statement of Costs to account for delivery charges that were inadvertently included.

1. Appellants should be awarded the costs for the six additional copies of the Record on Appeal and Final Briefs.

Respondents complain that an award of costs “for six additional copies of what the Rule requires is neither reasonable nor appropriate.” (Return, p. 3). Respectfully, Respondents are wrong because this Court *required* Appellants to supply the additional copies.

After Appellants furnished the Court with *one* copy of the Record and their Final Briefs, this Court determined that six *additional* bound copies of the Record along with six *additional* bound copies of the parties’ Final Briefs were needed. By letter dated May 25, 2023, the Court directed Appellants to furnish these six additional copies. (See “**Exhibit A**” attached hereto).² The rates used for copying and binding the six additional copies are the same rates charged for the first filed copy of these materials, which Respondents do not challenge. (See “**Exhibit B**” attached hereto). Notably, the Record was large, consisting of five (5) volumes.

Respondents’ conclusory assertion that the costs incurred in furnishing these additional required copies to the Court are “neither reasonable nor appropriate” is simply wrong. Correctly stated, these costs were necessarily incurred in response to this Court’s directive to provide the six additional copies during its careful review, *and ultimate reversal*, of the flawed rulings below in this appeal.

² This directive to supply six additional copies is described in Appellants itemized statement of costs incurred included with its motion for costs (second row).

2. Appellants' hereby amend and correct their previously submitted Itemized Statement of Costs to remove the sum of \$171.00 that should not have been included.

Although the costs challenged by Respondents should be awarded for the reasons explained above, Respondents' Return did invite Appellants to review their motion for costs. Upon doing so, Appellants discovered an error in their Itemized Statement of Costs and hereby bring that point to the Court's attention.

The enclosed invoices from ProLegal Discovery Solutions for the copying costs for Appellants' Record on Appeal and the Final Briefs included a line item for UPS shipping charges that was overlooked. (See **Exhibit B**). Appellants neglected to delete these shipping charges from their initial Itemized Statement of Costs. Therefore, Respondents hereby amend their itemized statement of costs to remove the sum of \$171.00, representing the total these charges imposed by Prelegal Discovery Solutions. The amended Itemized Statement of Costs herein is reduced accordingly.

[See Amended Itemized Statement of Costs attached hereto]

CONCLUSION

For the reasons set forth herein and in their underlying Motion, Appellants respectfully request the approval of all itemized expenses, *as amended*, in support of their motion for costs.

Respectfully submitted,

THURMOND KIRCHNER & TIMBES, P.A.



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Attorneys for the Appellants

May 20, 2026
Charleston, South Carolina

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May 20 2026

SC Court of Appeals

EXHIBIT A



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1220 SENATE STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
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May 25, 2023

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Ms. Sarah D. Baum, Esquire
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Charleston SC 29401

Re: Pamela Holliday Wallin v. Ross Samuel Holliday
Appellate Case No. 2022-000592

Dear Counsel:

The Supreme Court issued an order reducing the number of copies required in appellate matters. *See Re: Reduced Number of Copies Required in Appellate Matters* (S.C. Sup. Ct. Order dated August 25, 2021). As permitted by the order, the Court of Appeals has determined a need exists for six (6) additional bound copies of the record on appeal and all final briefs. The additional copies must comply with any binding or cover color requirements specified by Rule 267 of the South Carolina Appellate Court Rules (SCACR).

We request large parcels such as bound copies of the record and briefs be sent directly to the Court via the street address: 1220 Senate Street, Columbia, S.C. 29201.

Accordingly, Appellant(s) must file six (6) bound copies of the Record on Appeal (and any supplemental record) and each party must file six (6) bound copies of their respective final briefs within ten (10) days of the date of this letter.

Very truly yours,

A handwritten signature in blue ink that reads "Catherine Hannissaw, deputy". The signature is written in a cursive, flowing style.

CLERK

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May 20 2026

SC Court of Appeals

EXHIBIT B

Date	Invoice #
4/3/2023	CHS160382

Bill To
Shannon Cerone THURMOND KIRCHNER TIMBES P.A. 15 Mid-Atlantic Wharf, Suite 101 Charleston, SC 29401

04613

Job #: CHS31097

Client Ref. #	Terms	Rep	Ordered By
Wallin v. Holliday	Net 30	CDavis	Shannon Cerone

Description	Qty	Rate	Amount
Printing:Legal Brief Prints	99	\$0.150	\$14.85T
Binding:Card Covers	2	\$1.000	\$2.00T
Binding:Spiral Bind 1 in.	2	\$2.500	\$5.00T
Shipping:UPS Ground	1	\$21.000	\$21.00T

UPS Tracking #: 1ZE495630399722198



1/3 split w/ Dan Slotchiver
+
Brent Halverson

Thank You for Your Business!

Unless written notice to the contrary is given to ProLegal Discovery Solutions, Inc. within 7 days of the receipt of invoice, all services delivered to customer are deemed to have been performed in a satisfactory manner and are accepted by customer.

Send only your payment to the payment address indicated on this invoice. All payments are due within your terms upon receipt of this invoice. All late payments may be subject to finance charges or other late charge fees assessable against you; provided, however, that such amount shall automatically reduced to the maximum amount permitted by law if such amount is deemed to be usurious or unlawful. If payments are not received within your terms after invoiced, financing charges and/or late fees may begin to accrue at our option. Please be advised that the person or entity indicated in the Bill To block of this invoice (i.e. you) is/are responsible for any and all payments herein referenced, irrespective of whether such amounts are ultimately posted to the account of your client or other third party.

Subtotal: \$42.85

Tax(0.09): \$3.86

Customer
Signature:
Session ID:

Date: 4/3/2023

Total: \$46.71

Tax ID Number:
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1/3 split =
\$15.57

Date	Invoice #
4/3/2023	CHS160381

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Shannon Cerone THURMOND KIRCHNER TIMBES P.A. 15 Mid-Atlantic Wharf, Suite 101 Charleston, SC 29401

04613
Job #: CHS31016

Client Ref. #	Terms	Rep	Ordered By
Wallin v. Holliday	Net 30	CDavis	Shannon Cerone

Description	Qty	Rate	Amount
Printing:Legal Brief Prints	2262	\$0.150	\$339.30T
Binding:Card Covers	5	\$1.000	\$5.00T
Binding:Spiral Bind 2 in.	5	\$4.000	\$20.00T
Shipping:UPS Ground	1	\$28.000	\$28.00T

UPS Tracking #: 1ZE495630392237985



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Dan Slotzhimer
+
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Subtotal:	\$392.30
Tax(0.09):	\$35.31
Total:	\$427.61

Customer
Signature:
Session ID:

Date: 4/3/2023

Tax ID Number:
57-1051795

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1/3 split =
\$142.54

Date	Invoice #
6/2/2023	CHS160685



Bill To

Shannon Cerone
THURMOND KIRCHNER TIMBES P.A.
5 Mid-Atlantic Wharf, Suite 101
Charleston, SC 29401

Job #: CHS3172

Client Ref. #	Terms	Rep	Ordered By
Wallin v. Holliday	Net 30	CDavis	Shannon Cerone

Description	Qty	Rate	Amount
Printing:Legal Brief Prints	14154	\$0.150	\$2,123.10T
Binding:Card Covers	42	\$1.000	\$42.00T
Binding:Spiral Bind 1 in.	12	\$2.500	\$30.00T
Binding:Spiral Bind 2 in.	30	\$4.000	\$120.00T
Shipping:UPS Ground	1	\$122.000	\$122.00T

JPS Tracking #: 1ZE495630392031769

1/3 split = \$885.48

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and only your payment to the payment address indicated on this invoice. All payments are due within your terms upon receipt of this invoice. All late payments may be subject to finance charges or other late charge fees assessable against you; provided, however, that such amount shall automatically reduced to the maximum amount permitted by law if such amount is deemed to be serious or unlawful. If payments are not received within your terms after invoiced, financing charges and/or late fees may begin to accrue at our option. Please be advised that the person or entity indicated in the Bill To block of this invoice (i.e. you) is/are responsible for any and all payments herein referenced, irrespective of whether such amounts are ultimately posted to the account of your client or other third party.

Customer Signature:	Date: 6/2/2023	Subtotal:	\$2,437.10
Session ID:		Tax(0.09):	\$219.34
		Total:	\$2,656.44

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Pamela Holliday Wallin; Mark Bennett Holliday; Kingsley K. Holliday;
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PROOF OF SERVICE

I hereby certify that the enclosed was served on all other parties to this matter by depositing a copy of the same in the U.S. Mail on this day.

Alice F. Paylor
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Attorneys for Respondents

This 20th day of May, 2026

THURMOND KIRCHNER & TIMBES, P.A.

BY: 
Kaitlyn Nobles
Paralegal