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Jun 04 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SALUDA COUNTY
Court of Common Pleas
Martha M. Rivers, Circuit Court Judge

Appellate Case No. 2025-001596
Case No. 2023-CP-41-00232

Sandra Holmwood and Hugh Price,

Appellants,

v.

Lisa Molstad,

Respondent.

RESPONDENT'S RETURN TO MOTIONS FILED MAY 26, 2026;
RESPONDENT'S MOTION TO STRIKE DOCUMENT TITLED "PROOF OF
SERVICE OF RECORD ON APPEAL" FILED MAY 26, 2026; AND
RESPONDENT'S MOTION TO DISMISS APPEAL

Respondent, Lisa Molstad, respectfully submits this comprehensive Return responding to the multiple filings of the Appellants, Sandra Holmwood and Hugh Parks Price, dated May 26, 2026 (collectively, "the May 26 filings"). Additionally, Respondent respectfully moves to strike the document titled "Proof of Service of Record on Appeal." Respondent also respectfully moves to dismiss the appeal, on the basis of the failure of the Appellants to comply with the South Carolina Appellate Court Rules pertaining to the Record on Appeal and the Court's directive of May 15, 2026, regarding that non-

compliance, and on the basis of the representations and misrepresentations made by the Appellants in the May 26 filings. Respondent asks the Court to deny the motions filed May 26, 2026, and further asks the Court to grant her motions to strike and to dismiss the appeal. In support of these requests, Respondent states as follows:

At trial and at the outset of this appeal, Appellants were represented by counsel. On December 1, 2025, Appellant's counsel filed a Consent Motion to Withdraw as Counsel for Appellants. On December 8, 2025, counsel filed an initial brief and designation on behalf of Appellant Sandra Holmwood. On December 8, 2025, Appellants filed a separate initial brief and designation, listing themselves as *pro se*. On December 11, 2025, the Court of Appeals issued an order relieving their attorney. On December 16, 2025, Appellants filed a motion to strike the initial brief previously filed by their former counsel. By order dated March 5, 2026, the Court of Appeals granted the motion, accepted the *pro se* initial brief of Appellants, and ordered Respondent to file the initial brief of Respondent within 30 days.

On March 31, 2026, Respondent served and filed her initial brief and designation of matter. Appellants were copied on the email by which the Respondent's initial brief and designation were filed with the Court and the email from the Court of Appeals confirming the filing and attaching date-stamped copies of the filed documents. Appellants were also served by United States mail with copies of the Respondent's initial brief and designation.

Pursuant to Rules 208 and 209 of the South Carolina Appellate Court Rules, Appellants had ten days in which to serve and file an initial reply brief and an additional designation of matter to be included in the record on appeal. *See* Rules 208(a)(3), 209(a), SCACR. They filed neither an initial reply brief nor an additional designation of matter.

They also did not file any motion seeking an extension of time in which to serve and file an initial reply brief and an additional designation of matter.

Pursuant to Rule 210 of the Appellate Court Rules, Appellants were required to serve the Record on Appeal within thirty days after service of the last brief and were further required to immediately file with the clerk of the appellate court proof of service of the Record on Appeal. *See* Rule 210(a), SCACR. They did not do so. The last brief was filed March 31, 2026. Accordingly, the Record on Appeal was due to be served April 30, 2026. No timely motion was filed by Appellants seeking an extension of time for serving the Record on Appeal. To date, no Record on Appeal has been served upon Respondent, and no proper proof of service has been filed to document that the Record on Appeal has actually been served upon Respondent.

On May 15, 2026, the Court of Appeals sent a letter to the Appellants advising that the time for filing the proof of service for the record on appeal has expired. The Court instructed that the proof of service must be filed within ten days, along with a motion requesting permission to file outside the deadlines set by the Appellate Court Rules, or the appeal will be dismissed. On May 26, 2026, three separate documents were filed by one or both of the Appellants: (1) “Appellants’ Motion for permission to File Proof of Service of Record on Appeal Outside the Deadlines set by Rules 208 and 240, SCACR”; (2) “Proof of Service of Record on Appeal”; and (3) “Appellants’ Amended Motion to Supplement the Record on Appeal.” All three of these documents contain a typed “signature” of Appellant Sandra Holmwood. One, the document titled “Appellants’ Amended Motion to Supplement the Record on Appeal,” also bears a handwritten signature of Ms. Holmwood, both on the document itself and on the accompanying certificate of service. Only one of

the three documents contains a typed “signature” of Appellant Hugh Parks Price, the document titled “Appellants’ Motion for Permission to File Proof of Service of Record on Appeal Outside the Deadlines Set by Rules 208 and 240, SCACR.” The other motion, titled “Appellants’ Amended Motion to Supplement the Record on Appeal,” does not have a typed “signature” of Mr. Price, but its first sentence recites that “co-Appellant Hugh Parks Price” is one of the moving parties. A handwritten signature of Appellant Price does not appear on any of these three documents or their accompanying certificates of service or filing.

Respondent is addressing all three of the May 26 filings as if they were filed by both Appellants. If Mr. Price is not joining in the documents that do not bear his typed “signature,” he is not entitled to the relief requested therein.

Neither of the Appellants is an attorney licensed in the State of South Carolina. The Court may take judicial notice of that fact, which is documented by the Attorney Search tool on the website of the South Carolina Judicial Branch. While a party who is not a licensed attorney may represent himself or herself *pro se*, such a party is not allowed to represent others as if he or she were a licensed attorney. The May 26 filings recite that Mr. Price is providing “legal research,” “procedural guidance,” and “legal assistance” to Ms. Holmwood. As a non-attorney, he is not allowed to do so. It appears that the May 26 filings were accomplished by Ms. Holmwood on behalf of Mr. Price. As a non-attorney, she is not allowed to draft and file documents on behalf of another party. To the extent either of the Appellants may be providing legal representation to the other, Respondent asks the Court to consider whether they are engaged in the unauthorized practice of law.

The May 26 filings assert the Record on Appeal was due May 12, 2026, and that Appellant Price's incarceration on May 4, 2026, caused the Appellants' failure to meet that deadline. This claim is squarely contradicted by the Appellate Court Rules and the admissions in the May 26 filings. The motion seeking permission to file late expressly states, correctly, that the due date for the Proof of Service of the Record on Appeal was "thirty (30) days after Respondent's initial brief was filed on March 31, 2026." The motion, however, incorrectly states the deadline was May 12, 2026. In fact, the deadline was April 30, 2026, thirty days after March 31, 2026. Appellants' motion spuriously claims the failure to meet the deadline "was caused directly and primarily by the sudden incarceration of co-Appellant Hugh Parks Price on May 4, 2026 – a date falling squarely within the thirty-day compliance window – which created an insurmountable practical barrier to timely filing by the remaining pro se Appellant." This representation is simply false. The deadline was April 30. Appellant Price's incarceration did not occur until after the deadline had passed, on May 4. His incarceration did not prevent timely preparation and service of the Record on Appeal. Even if Mr. Price had been incarcerated during the thirty-day period, that incarceration would not have prevented Appellant Holmwood's preparation and service of the Record on Appeal.

Had there been a genuine impediment to preparing and serving the Record on Appeal by the due date of April 30, the Appellate Court Rules contemplate the filing of motions for additional time to meet deadlines established by the Rules. *See generally* Rule 240, SCACR. Indeed, these Appellants are knowledgeable of the availability of such motions, having filed numerous motions in these proceedings and, in the case of Appellant Price, in other appellate proceedings. Despite their awareness of the availability of such

relief, no motion was filed within the thirty-day period to seek an extension of the deadline for the Record on Appeal. During that period, Mr. Price was *not* incarcerated. Appellants are falsely attempting to justify their non-compliance on the fabricated claim that their non-compliance was due to Mr. Price's incarceration. It was not. He was not incarcerated until May 4, after the requisite time had passed. Even had he been incarcerated during the thirty-day period, his unavailability would not have absolved the other Appellant, Ms. Holmwood, of her own responsibility for compliance with the Appellate Court Rules. The May 4 incarceration is a bogus excuse that should not be countenanced by the Court.

Both the Supreme Court and this Court have emphasized the importance of compliance with the requirements of the Appellate Court Rules:

The South Carolina Appellate Court Rules are not mere technicalities but provide the parties and this Court with an orderly mechanism through which to guide appeals in this State. It is incumbent upon counsel to provide material that complies with the Rules and facilitates appellate review.

See Henning v. Kaye, 307 S.C. 436, 437, 415 S.E.2d 794, 794 (1992); *see also Forner v. Butler*, 319 S.C. 275, 276-77 n.1, 460 S.E.2d 425, 426-27 n.1 (Ct.App. 1995) (quoting *Henning*). This admonition applies with equal force to *pro se* litigants, who are charged with the same responsibilities as legal counsel for compliance with procedural mandates: "A *pro se* litigant who knowingly elects to represent himself assumes full responsibility for complying with substantive and procedural requirements of the law." *State v. Burton*, 356 S.C. 259, 265 n.5, 589 S.E.2d 6, 9 n.5 (2003); *see also State v. Policao*, 402 S.C. 547, 558, 741 S.E.2d 774, 779-80 (Ct.App. 2013); *State v. Bryant*, 383 S.C. 410, 418, 680 S.E.2d 11, 15 (Ct.App. 2009) (both quoting *Burton*).

Our appellate courts have repeatedly stated that a lay person is not held to any lesser standard than an attorney. *See McCall v. A-T-O, Inc.*, 276 S.C. 143, 146, 276 S.E.2d 529,

530 (1981); *Palmetto Constr. Group, LLC v. Restoration Specialists, LLC*, 444 S.C. 328, 340, 907 S.E.2d 129, 135 (Ct.App. 2024); *Cohen v. Cohen*, 438 S.C. 9, 19, 881 S.E.2d 650, 655 (Ct.App. 2022); *Hill v. Dotts*, 345 S.C. 304, 310, 547 S.E.2d 894, 897 (Ct.App. 2001); *Goodson v. American Bankers Ins. Co.*, 295 S.C. 400, 403, 368 S.E.2d 687, 689 (Ct.App. 1988). Lack of familiarity with legal proceedings is unacceptable and does not excuse a party's failure to comply with procedural requirements. *See McCall*, 276 S.C. at 146, 276 S.E.2d at 530; *Palmetto Constr.*, 444 S.C. at 340-41, 907 S.E.2d at 135-36; *Goodson*, 295 S.C. at 403, 368 S.E.2d at 689; *Hill*, 345 S.C. at 309-10, 547 S.E.2d at 897-98.

In this case, Appellants did not comply with the Rules. They also did not timely seek an extension of time so that they might comply with the Rules. They now misrepresent the requirements of the Rules to falsely claim their deadline was May 12, when in fact it was April 30, and they seek to excuse their failure to meet that deadline by falsely claiming their ability to meet that deadline was prevented by the May 4 incarceration of Mr. Price. They claim they “have acted in good faith.” This claim is false – they have instead lied about their deadline and about the interplay between their deadline and the date of Appellant Price’s incarceration. They have *not* acted in good faith, and they have *not* demonstrated good cause for their failure to meet the April 30 deadline, for their failure to timely seek an extension of the April 30 deadline, and for their failure to serve the Record on Appeal and file a proper proof of service within the ten days allowed by the Court’s letter of May 15, 2006. Their non-compliance should not be excused, where they have misrepresented the facts concerning their non-compliance. The motion to allow late filing of a proof of service for the Record on Appeal and the additional request in that motion to allow the late preparation the Record on Appeal should be denied.

Among the May 26 filings of the Appellants is a document titled “Proof of Service of Record on Appeal.” That document contains a purported “Proof of Service” and two additional sections, a “Statement Regarding the Record on Appeal” and a “Note Regarding Co-Appellant’s Incarceration.” Respondent moves to strike this document in its entirety. The purported “Proof of Service” reveals, on its face, that it is not in fact a proof of service, as contemplated by the Appellate Court Rules. It leaves blank the date of service of the Record on Appeal, with a notation that the date of service “will be entered” at a later time. In fact, no Record on Appeal has been served, and the document that purports to be a proof of service is not. Regardless of its title, a document cannot prove an event that has not occurred. The May 26 filings clearly establish that Appellants have not prepared or served the Record on Appeal. The document purporting to be a proof of service is a sham document, not a proper proof of service documenting the actual service of the Record on Appeal. Because it is a fallacious document that does not satisfy the requirements of Rule 210(a), SCACR, the Court should grant Respondent’s motion to strike the document.

The document titled “Proof of Service of Record on Appeal” also contains the additional “Statement Regarding the Record on Appeal” and “Note Regarding Co-Appellant’s Incarceration.” The “Statement Regarding the Record on Appeal” incorrectly states the Record on Appeal will contain various documents that were not designated in either party’s designation of matter. In their *pro se* Designation of Matter to be Included in the Record on Appeal, Appellants listed eighteen items related to this appeal to be included in the Record on Appeal. They also conditionally listed eight items from other cases and/or appeals, and they sought to have those items included in the Record on Appeal, filing a Motion to Supplement the Record on Appeal contemporaneously with the filing of

their initial brief and designation. In the order dated March 5, 2026, referenced above, *supra* at 2, the Court of Appeals *denied* the Motion to Supplement the Record on Appeal. Thus, the eight items listed conditionally in the Appellants' designation of matter have been disallowed for inclusion in the Record on Appeal. The Respondent also filed a designation of matter, listing various documents from the proceedings below for inclusion. Under Rule 210, SCACR, only the materials in the eighteen-item list of Appellants' designation and in Respondent's designation may properly be included in the Record on Appeal. *See* Rule 210(c), (g), SCACR. The "Statement Regarding the Record on Appeal" states additional documents not listed in either designation will be included in the Record on Appeal, including "the Notice of Appeal, all prior appellate briefs, motions, and supplemental filings, and all orders entered by this Court to date in Appellate Case No. 2025-001596." This statement is absolutely incorrect. Only the items listed in the parties' designations of matter (excluding the 8-item list that was disallowed from Appellant's designation by the order of March 5, 2026) may be included in the Record on Appeal. *See* Rule 210(c), SCACR ("The Record on Appeal shall include all matter designated to be included by any party . . ."); Rule 210(g), SCACR ("The act of filing the Record on Appeal constitutes a certificate that the Record on Appeal contains all material proposed to be included by any of the parties *and not any other material*") (emphasis added).

Appellants further use the "Statement Regarding the Record on Appeal" and the "Note Regarding Co-Appellant's Incarceration" to justify their prior non-compliance with the Rules and their request for additional time to prepare the Record on Appeal. As set out above, *supra* at 5-7, Mr. Price's incarceration on May 4, after the April 30 deadline had passed, does not serve to excuse their non-compliance. Appellants also claim the

withdrawal of their prior counsel has prevented their obtaining complete copies of all filings of their prior counsel. As noted above, those filings are not among the designated items and are not proper for inclusion in the Record on Appeal. All the items to be included in the Record on Appeal under the Appellants' and the Respondent's designations are transcripts already in the Appellants' possession or are documents available to them through the trial court records portal of the Judicial Branch website or through the clerk of the Saluda County Court of Common Pleas. Their claim that the withdrawal of their counsel somehow impeded their preparation of the Record on Appeal, like the claim about Mr. Price's incarceration, is a sham excuse, trumped up to justify their prior non-compliance with the Rules.

The "Statement Regarding the Record on Appeal" asks the Court to clarify the status of the Motion to Supplement the Record on Appeal filed by Appellants in December 2025. Appellants' motion seeking permission for late filing makes the same request. No such clarification is needed. The order issued by this Court on March 5, 2026, *clearly and unequivocally denied* that motion. The eight items conditionally listed in the second portion of Appellants' designation of matter were disallowed for inclusion in the Record on Appeal. The Court denied the motion because "the motion seeks to include matters in the record on appeal that were not before the lower court when it issued the July 30, 2025 order on appeal." The March 5, 2026, order is available to Appellants on the Judicial Branch website in the C-Track Public Access system.

To the extent Appellants are using the "Statement Regarding the Record on Appeal" and the "Note Regarding Co-Appellant's Incarceration" to support the "Appellants' Motion for Permission to File . . . Outside the Deadlines . . .", the information

contained in those sections of the document does not warrant granting the relief sought by that motion. The purported proof of service is not a proper proof of service under the Rules, and the Court should grant the Respondent's motion to strike that document in its entirety.

Also among the May 26 filings is a motion titled "Appellants' Amended Motion to Supplement the Record on Appeal." This "Amended Motion" purports to amend the Motion to Supplement the Record on Appeal filed in December 2025 and *denied* by the Court of Appeals on March 5, 2026. It seeks to expansively supplement the Record on Appeal with documents from court proceedings unrelated to those that are the subject of this appeal and with documents never presented to the lower court in the proceedings that are the subject of this appeal. This motion should be denied, for many reasons.

One of the appeal issues pertains to the sale of a tract of land by Appellant Sandra Holmwood to Respondent Lisa Molstad. The motion claims the date of this closing is disputed, and it alleges that the undersigned counsel for Respondent has misrepresented the closing date as May 31, 2023. Appellants seek to include in the Record on Appeal certain documents related to that closing, listed as "Group A" in the motion. Items A-1, A-2, A-3, and A-4 were before the lower court at the hearing in this matter, and they have already been designated for inclusion in the Record on Appeal by Respondent. *See* Exhibit 1 (Respondent's Designation of Matter to be Included in the Record on Appeal). Item A-1 of Group A is the deed from Ms. Holmwood to Ms. Molstad executed May 31, 2023, designated at item 10 of Respondent's designation. Items A-2 and A-4 are separate lease and move-out agreements to which Appellant Hugh Price was also a party, both dated June 1, 2023. Both were attached as exhibits to the amended complaint and designated at item 3 of Respondent's designation. Item A-3 is the March 31, 2023, contract addendum. That

addendum was submitted to the court by Appellants in two different formats, both of which were designated for inclusion in the Record on Appeal by Respondent. One was the version attached to Appellants' amended complaint, designated at item 3 of Respondent's designation, and the other was the version Appellants submitted to the court on June 13, 2025, following the summary judgment hearing, designated at item 11 of Respondent's designation. *See* Exhibit 1 (typo in designation as to the date of filing of this version, incorrectly reflecting year as 2023). All the documents listed as A-1, A-2, A-3, and A-4 have previously been designated for inclusion in the Record on Appeal. There is no reason or need to supplement the prior designations to include items that have already been designated. Appellants' motion as to these items should be denied.

The final item in Group A, item A-5, is non-specific: "Any other documents bearing Brodie's notarial certifications reflecting the actual closing date." This vague description of the documents proposed to be included is insufficient to delineate exactly what Appellants propose, and inclusion of such additional unspecified documents should not be allowed. *See* Rule 209(a), SCACR (a party "shall set forth *with specificity* those parts of the transcript, pleadings, orders, exhibits, or other materials which he proposes to include in the record on appeal") (emphasis added); Rule 209(b), SCACR ("The Designation *must clearly identify* what the party desires to have included . . .") (emphasis added). Of critical importance, however, such documents were not presented to the lower court, and therefore they cannot properly be included in the Record on Appeal. *See* Rule 210(c), SCACR ("The Record shall *not*, however, *include matter which was not presented to the lower court . . .*") (emphasis added). The Court should not grant Appellants' motion to supplement the Record on Appeal with the vague documents referenced as item A-5.

To the extent Appellants are claiming the deed or other closing documents would show a closing date and notarial certifications of June 1, 2023, this claim is simply false. The deed and attached affidavit that were recorded following the closing, attached hereto as Exhibit 2, were both executed on May 31, 2023 – the deed by Sandra Holmwood and the attached affidavit by the closing attorney, Brad A. Brodie – as verified by the notarial certificates for both the deed and its attached affidavit. This document was designated for inclusion in the Record on Appeal by Respondent. *See* Exhibit 1, item 10. Moreover, the two lis pendens filed by Appellants with their complaint and amended complaint in this case, Exhibits 3 and 4 respectively, both recite that the deed was dated May 31, 2023. The two lis pendens were designated for inclusion in the Record on Appeal by Respondent. *See* Exhibit 1, items 2 & 3. To the extent Appellants are claiming the documents they seek to include will show a closing date different than May 31, 2023, the documents actually before the lower court clearly establish the closing date was that claimed by Respondent and noted by the lower court in its partial summary judgment order – May 31, 2023. Appellants’ inaccurate claim as to the date of closing does not provide a basis for granting the motion to supplement the Record on Appeal, and that motion should be denied with respect to the Group A documents.

To the extent Appellants suggest they have not had an opportunity to respond to Respondent’s assertion in her initial brief that the closing occurred May 31, 2023, this suggestion is absolutely false. Appellants were entitled under the Appellate Court Rules to file a reply brief and to designate additional materials for inclusion in the Record on Appeal. *See* Rules 208(a)(3), 209(a), SCACR. They did not avail themselves of this opportunity. They cannot now complain that they were without such an opportunity, and

they should not be allowed to supplement the Record on Appeal at this late date, where they failed to do so when they had the opportunity under the Rules. Moreover, the order granting partial summary judgment found the deed was signed May 31, 2023. *See* Exhibit 5 (page 2 of partial summary judgment order). Appellants did not challenge this factual finding as an issue in this appeal. *See* Exhibit 6 (Statement of Issues on Appeal on page 2 of Appellants' initial brief). An appellant is bound by any unappealed factual findings and conclusions of law, which are the law of the case. *See Byrd v. City of Hartsville*, 365 S.C. 650, 655, 620 S.E.2d 76, 78 (2005); *ML-Lee Acquisition Fund, L.P. v. Deloitte & Touche*, 327 S.C. 238, 241, 489 S.E.2d 470, 472 (1997); *Walters v. Canal Ins. Co.*, 294 S.C. 150, 151, 363 S.E.2d 120, 121 (Ct.App. 1987). An unappealed ruling, whether right or wrong, is the law of the case. *See Atlantic Coast Builders & Contractors, LLC v. Lewis*, 398 S.C. 323, 329, 730 S.E.2d 282, 285 (2012); *Snow v. Smith*, 416 S.C. 72, 87 n.6, 784 S.E.2d 242, 249 n.6 (Ct.App. 2016). Appellants did not challenge the court's factual finding that the closing occurred May 31, 2023, and that finding is the law of the case.

The documents listed by Appellants in "Group B," "Group C," "Group D," and "Group E" also cannot properly be included in the Record on Appeal under Rule 210(c), SCACR. The Group B and Group D documents are from cases other than the action to which this appeal pertains, and those documents were not presented to the lower court in the proceedings to which this appeal pertains. The Group C documents pertain to matters that have occurred in the instant action, but subsequent to the lower court's entry of the order granting partial summary judgment that is the subject of this appeal. Those documents did not come into existence until 2026, and they were not presented to the lower court prior to or in connection with the entry of the partial summary judgment order that is

the subject of this appeal. The Group E documents are various appellate level filings, not documents that were before the lower court in the proceedings below. None of these documents are proper for inclusion in the Record on Appeal. *See* Rule 210(c), SCACR.

Because the only Group A documents that are proper for inclusion in the Record on Appeal have already been designated for inclusion, and because all the Group B, C, D, and E documents are improper for inclusion in the Record on Appeal, the Court should deny the Appellants' Amended Motion to Supplement the Record on Appeal.

Finally, Respondent respectfully moves the Court to dismiss this appeal due to Appellants' non-compliance with the South Carolina Appellate Court Rules. The Appellate Court Rules provide for dismissal of an appeal where the appellants have "failed to comply with the requirements of these Rules." *See* Rule 260(a), SCACR. In this case, Appellants failed to comply with the requirement of the Rules to serve the Record on Appeal within thirty days after service of the last brief. *See* Rule 210(a), SCACR. They did not file a timely motion seeking additional time in which to do so. Following their default, the Court of Appeals notified them the appeal would be dismissed if they did not file a proof of service, accompanied by a motion, within ten days. They have not done so. The document they filed purporting to be a proof of service is not a genuine proof of service, as contemplated by Rule 210(a), SCACR. They have not prepared and served the Record on Appeal. Their sham "proof of service" does not establish actual service of the Record on Appeal, because no Record on Appeal has in fact been served. In addition, they have misrepresented to the Court the reason for their non-compliance, disingenuously claiming Appellant Price's incarceration on May 4 prevented their meeting a deadline that expired on April 30.

Respondent recognizes that Appellants are proceeding *pro se*. However, as shown by the authorities cited above, *supra* at 6-7, *pro se* litigants are held to the same standard as attorneys. Indeed, as revealed by the documents already filed by the *pro se* Appellants in this matter, of which this Court may take judicial notice, they are most capable of representing themselves and have demonstrated a working knowledge of the Appellate Court Rules. Their non-compliance with the Rules should not be excused, especially where the purported reason for that non-compliance is premised upon a lie. An attorney would not be allowed to excuse non-compliance in such a fashion, and the Court should not accept the sham excuse these *pro se* litigants have manufactured to justify their inaction. When the Court gave them ten days to cure their default, they failed to do so. Had they used that opportunity to prepare and serve the Record on Appeal and had they submitted a *genuine* proof of service, perhaps it would have been appropriate to excuse their non-compliance and grant their motion for permission to comply outside the deadline. However, they did not do so, instead fabricating an excuse that is spurious on its face. They have not demonstrated good cause for not dismissing this appeal due to their non-compliance with the Appellate Court Rules. *Cf.* Rule 260(a), SCACR (an appeal dismissed due to non-compliance “shall not be reinstated except by leave of the court, *upon good cause shown* . . .”) (emphasis added).

Wherefore, Respondent respectfully asks the Court to deny both motions filed May 26, 2026. Respondent further respectfully moves to strike the document titled “Proof of Service for Record on Appeal.” And Respondent respectfully moves for dismissal of the appeal due to the actions of the Appellants, their non-compliance with the Rules and the

Court's directive of May 15, 2026, and the misrepresentations and false justifications contained in their May 26 filings.

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized loop followed by a long horizontal stroke that tapers to the right.

Christian G. Spradley
Moore Bradley Myers Law Firm, PA
110 South Main Street
Saluda, South Carolina 29138
Telephone: (864) 445-4544
South Carolina Bar No. 13755

Attorney for Respondent

RECEIVED

Mar 31 2026

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM SALUDA COUNTY
Court of Common Pleas
Martha M. Rivers, Circuit Court Judge**

**Appellate Case No. 2025-001596
Case No. 2023-CP-41-00232**

Sandra Holmwood and Hugh Price,

Appellants,

v.

Lisa Molstad,

Respondent.

**RESPONDENT'S DESIGNATION OF MATTER TO
BE INCLUDED IN THE RECORD ON APPEAL**

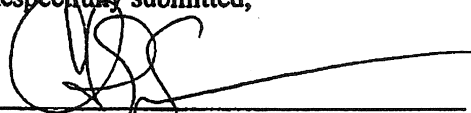
Respondent, Lisa Molstad, designates the following materials to be included in the

Record on Appeal:

- 1. Order Granting Partial Summary Judgment**
- 2. Summons, Complaint, and Lis Pendens**
- 3. Amended Summons, Amended Complaint, all attachments or exhibits to Amended Complaint, Amended Lis Pendens**
- 4. Answer and Counterclaim**
- 5. Plaintiffs' Reply to Answer and Counterclaim**
- 6. Defendant's Motion for Summary Judgment**
- 7. Transcript of Summary Judgment Hearing held June 9, 2025**
- 8. Plaintiff Hugh Parks Price's Affidavit filed June 5, 2025**

9. Indictment and Sentencing Sheet in 2024-GS-41-00198, and Order Denying Defense's Motion to Set Bond and Granting State's Motion to Revoke Bond re: Warrant Nos. 2023A4110200073 and 2024A4110100041
10. Deed from Sandra Holmwood to Lisa Molstad dated May 31, 2023
11. Contract addendum filed June 13, 2023

Respectfully submitted,



Christian G. Spradley
Moore Bradley Myers Law Firm, PA
110 South Main Street
Saluda, South Carolina 29138
Telephone: (864) 445-4544
South Carolina Bar No. 13755
Attorney for Respondent



Barcode ID: 367039 Type: DEED
Recorded: 06/08/2023 at 09:11:40 AM
Fee Amt: \$1,326.65
Tax: \$1,311.65
Saluda County, South Carolina, Clerk of Court, Regist
Sheri Coleman - Clerk of Court, Register of Deeds
File# 2023-00010580 Page 1 of 5

After recording please return to:
Brad A. Brodie, Esquire
Post Office Box 519
Aiken, South Carolina 29802
Ph: (803) 643-4110

BK **1410** PG **297-301**

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF SALUDA)

KNOW ALL MEN BY THESE PRESENTS:

That **SANDRA D. HOLMWOOD** (hereinafter called "Grantor"), for and in consideration of the sum of **THREE HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$354,200.00)** *actual consideration*, to her in hand paid at and before the sealing of these presents by **LISA LEE MOLSTAD** (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, her heirs and assigns, the following described real estate, to wit:

All those certain pieces, parcels or lots of land, with any improvements thereon, situate, lying and being in School District #1, in the County of Saluda, in the State of South Carolina, as shown and designated as **Lot A, containing 2.27 acres gross (1.85 acres net), more or less; Lot B, containing 2.00 acres gross (1.66 acres net), more or less; Lot C, containing 9.86 acres, more or less; and Lot D, containing 2.68 acres, more or less,** upon a plat prepared for Sandra D. Holmwood by Abraham Land Surveying, dated November 30, 2021 and recorded in Book 1344, at page 134, records in the Office of the Register of Deeds for Saluda County, South Carolina. Reference being made to said plat for a more complete and accurate description of the metes, bounds and location of said property.

This being a portion of the property conveyed to Sandra D. Holmwood by deed of Cally R. Forrest, Jr., dated April 28, 2014 and recorded in Deed Book 1041, at page 262, records in the Office of the Register of Deeds for Saluda County, South Carolina.

Tax Map No.: Portion of 102-00-00-036

This conveyance is made subject to all covenants, easements, restrictive covenants, governmental statutes, matters of survey, ordinances, rules and regulations of record.

Grantee Address: 815 Pine Grove Road, Saluda, SC 29166

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, her heirs and assigns forever, and the Grantor does hereby bind herself and her heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns, against Grantor and her heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

[Signatures appear on following page]

WITNESS the Hand and Seal of the Grantor this 31 day of May, 2023.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Beard
Witness One

Sandra D. Holmwood
Sandra D. Holmwood

M G
Witness Two

STATE OF SOUTH CAROLINA)
COUNTY OF SALUDA Aiken)

ACKNOWLEDGMENT

I, Madison A. Chapel, a Notary Public for South Carolina, do hereby certify that Sandra D. Holmwood personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this 31 day of May, 2023.

MADISON A. CHAPEL
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-10-31

M G
Notary Public for South Carolina
My Commission Expires: 11/10/31
(SEAL)

Recorded in Assessor's Office

Book 4 Page 1909

Memo Jones

Auditor for
Saluda, S.C.

STATE OF SOUTH CAROLINA)
)
COUNTY OF SALUDA)

AFFIDAVIT

PERSONALLY appeared before me the undersigned who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is Lots A, B, C, & D located at 815 Pine Grove Road, Ward, in Saluda County, SC, bearing Saluda County Tax Map Number: Portion of 102-00-00-036, transferred by Sandra D. Holmwood to Lisa Lee Molstad, dated May 31, 2023.

3. Check one of the following: The deed is

- (a) X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
- (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust, or as a distribution to a trust beneficiary.
- (c) _____ Exempt from the deed recording fee because (See information section of affidavit):

(Possible Exemptions -

- (1) The value of the real estate is equal to or less than \$100.00.
- (2) Transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts.
- (3) Otherwise exempted under the laws and Constitution of this State or of the United States.
- (4) Transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code.
- (5) Transferring realty in order to partition realty (no consideration paid.)
- (6) Transferring an individual grave space at a cemetery owned by a cemetery company.
- (7) That constitute a contract of sale.
- (8) Transferring realty to a corporation, a partnership, or a trust as a stockholder, partner, or trust beneficiary of the entity or so as to become a stockholder, partner, or trust beneficiary of the entity as long as no consideration is paid for the transfer...
- (9) Transferring realty from a family partnership to a partner or from a family trust to a beneficiary, as long as no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust....
- (10) Transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation.
- (11) Transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership.
- (12) That constitute a corrective deed or a quitclaim deed used to conform title already vested in the grantee, as long as no consideration is paid or is to be paid under the corrective or quitclaim deed.
- (13) Transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagor or deed executed pursuant to foreclosure proceedings.

See §12-24-40 for Exemptions.

(If exempt, please skip items 4 - 7 and go to item 8 of this affidavit)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit)

- (a) X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 354,200.00.
- (b) _____ The fee is computed on the fair market value of realty which is _____.
- (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.

5. Check _____ Yes or X No to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.

6. The deed recording fee is computed as follows:

- (a) Place the amount listed in item 4 above here: \$354,200.00
- (b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)
- (c) Subtract line 6(b) from Line 6(a) and place result here: \$354,200.00

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee is: \$1,311.65.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this
31 day of May, 2023.

Mh

Notary Public for South Carolina
My Commission Expires: 11/10/31

Brad A. Brodie
Brad A. Brodie, Esquire
Responsible Person Connected with the Transaction

MADISON A. CHAPEL
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 11-10-31

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SALUDA

CASE NO:

Sandra D. Holmwood and
Hugh Parks Price,
Plaintiffs,

LIS PENDENS

v.

Lisa Lee Molstad,
Defendant.

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon petition of the above-named Plaintiffs against the above-named Defendant in the above captioned matter for the rescission of sale and specific performance of a conveyance from Defendant Lisa Lee Molstad to Plaintiff Sandra P. Holmwood of that certain real estate described below lying and being in Saluda County, South Carolina.

The premises at issue in this matter are described as follows:

All those certain pieces, parcels or lots of land, with any improvements thereon, situated lying and being in School District #1, in the County of Saluda, in the State of South Carolina, as shown and designated as Lot A, containing 2.27 acres gross (1.85 acres net), more or less; Lot B, containing 2.00 acres gross (1.66 acres net), more or less; Lot C, containing 9.86 acres, more or less; and Lot D, containing 2.68 acres more or less, upon a plat prepared for Sandra D. Holmwood by Abraham L Surveying, dated November 30, 2021 and recorded in Book 1344, at page 134, records in the Office of the Register of Deeds for Saluda County, South Carolina. Reference being made to said plat for a more complete and accurate description of the metes bounds and location of said property.

This being a portion of the property conveyed to Lisa Lee Molstad by deed of Sandra D. Holmwood, dated May 31, 2023, and recorded in Deed Book 1410, at page 297, records in the Office of the Register of Deeds for Saluda County, South Carolina.

TMS # Portion of 102-00-00-036

Grantee Address: 815 Pine Grove Road, Saluda, SC 29166

Date: October 5 2023

By: /s/ Rolf M. Baghdady

Rolf M. Baghdady (SC Bar # 0464)

ROLF M. BAGHDADY, P.A.

118 Cobblestone Court

Chapin, S.C. 29036-9705

(803) 345-7653

rolf@rolfbaghdady.com

ATTORNEY FOR PLAINTIFFS

ELECTRONICALLY FILED - 2023 Oct 05 2:48 PM - SALUDA - COMMON PLEAS - CASE#2023LP4100041
ELECTRONICALLY FILED - 2023 Oct 25 3:35 PM - SALUDA - COMMON PLEAS - CASE#2023CP4100232

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SALUDA

CASE NO: 2023-CP-41-00232

Sandra P. Holmwood and Hugh Price,
Plaintiffs,

AMENDED LIS PENDENS

vs.

Lisa Lee Molstad,
Defendant.

TO: THE ABOVE NAMED DEFENDANT LISA MOLSTAD:

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon petition of the above-named Plaintiffs against the above-named Defendant in the above captioned matter for the rescission of sale and specific performance of a conveyance from Defendant Lisa Lee Molstad to Plaintiff Sandra P. Holmwood of that certain real estate described below lying and being in Saluda County, South Carolina.

The premises at issue in this matter are described as follows:

All those certain pieces, parcels or lots of land, with any improvements thereon, situated lying and being in School District #1, in the County of Saluda, in the State of South Carolina, as shown and designated as Lot A, containing 2.27 acres gross (1.85 acres net), more or less; Lot B, containing 2.00 acres gross (1.66 acres net), more or less; Lot C, containing 9.86 acres, more or less; and Lot D, containing 2.68 acres more or less, upon a plat prepared for Sandra D. Holmwood by Abraham L Surveying, dated November 30, 2021 and recorded in Book 1344, at page 134, records in the Office of the Register of Deeds for Saluda County, South Carolina. Reference being made to said plat for a

more complete and accurate description of the metes bounds and location of said property.

This being a portion of the property conveyed to Lisa Lee Molstad by deed of Sandra D. Holmwood, dated May 31, 2023, and recorded in Deed Book 1410, at page 297, records in the Office of the Register of Deeds for Saluda County, South Carolina.

TMS # Portion of 102-00-00-036

Grantee Address: 815 Pine Grove Road, Saluda, SC 29166

Date: December 4, 2023

By: /s/ Rolf M. Baghdady
Rolf M. Baghdady (SC Bar # 0464)
ROLF M. BAGHDADY, P.A.
118 Cobblestone Court
Chapin, S.C. 29036-9705
803 345-7653
rolf@rolfbaghdady.com
ATTORNEY FOR PLAINTIFFS

March 31, 2023. This addendum provided for an increase in the sales price; the inclusion of Lot D in the sale; for Holmwood to build a barn on the property; for the buyer and seller to enter into a lease of part of the property at the price of \$1.00 per month at closing and for a two year term; and for \$10,000.00 to be held by Defendant until all property is removed from the purchased property. On May 8, 2023, another addendum was prepared and signed on a form addendum. The May 8th Addendum recited the same price increase as the March 31st non-form document, included Lot D in the sale, but left out all reference to a lease and to withholding funds. Plaintiff also filed the email from the realtor dated May 9, 2023, indicating he removed language for the May 8th Addendum to conform to the financing requirements of the bank. (See Plaintiff's filed Exhibits attached to Complaint).

On May 31, 2023, Holmwood executed a deed to Defendant for Lots A-D at the increased price. The Closing Disclosure Form indicates that Holmwood was paid the net proceeds without withholding any amounts for removal of personal property. There is no price per month on the Closing Disclosure Form for \$1.00 per month lease rent. No other lease agreement was entered into between Holmwood and Defendant. The March 31st addendum was not complied with according to the closing documents.

On June 1, 2023, Price, Holmwood's son, and Defendant executed a lease for Lot D. Am. Compl. 2:8, 13 The signed lease contained a clause that the written lease was the entire agreement between the parties. Pl. Ex. H, para. 32(d). The lease did not have terms that related to the original real estate contract and the lease did not list rescission as a possible remedy to any alleged breach. Plaintiff Price did not have any ownership interest in the property as sold and was not a named party to the real estate contract. He had personal property located on his mother's property and

STATEMENT OF ISSUES ON APPEAL

1. Did the trial court err in applying the merger doctrine to treat the two-year Lease as a distinct, extinguished obligation when the March 31 addendum, contemporaneous execution of the Lease and Move-Out Agreement at closing, and express contract language show the lease was integral consideration of the sale?
2. Did the trial court err by holding that a single guilty plea to Harassment (2nd Degree) precludes Appellants' malicious prosecution and abuse of process claims that arise from numerous other and factually distinct false reports and recalled warrants?
3. Did the trial court err in dismissing the defamation claim when statements accusing Mr. Price of dealing drugs and "making meth" were published to law enforcement and the community, are actionable per se, and material disputes exist as to falsity and malice?
4. Whether summary judgment was premature while discovery—particularly depositions and law-enforcement/bodycam/SLED records—remained incomplete and likely to yield material facts.

STATEMENT OF THE CASE

A. Factual Background

Appellants Sandra Holmwood and Hugh Price sold a parcel of real property to Appellee Lisa Molstad. The final terms of the sale, memorialized in a March 31, 2023 addendum and the closing documents, included a two-year leaseback of a portion of the property designated as Lot D for the benefit of Mr. Price. The Lease Agreement and a related Move-Out Agreement were executed contemporaneously with the Deed at the June 1, 2023 closing, forming an integrated part of the overall transaction. (Am. Compl. ¶¶ 8–13).

RECEIVED

Jun 04 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SALUDA COUNTY
Court of Common Pleas
Martha M. Rivers, Circuit Court Judge

Appellate Case No. 2025-001596
Case No. 2023-CP-41-00232

Sandra Holmwood and Hugh Price,

Appellants,

v.

Lisa Molstad,

Respondent.

PROOF OF SERVICE

I hereby certify that I have served the Respondent's Return to Motions filed May 26, 2026; Respondent's Motion to Strike Document Titled "Proof of Service of Record on Appeal" filed May 26, 2026; and Respondent's Motion to Dismiss Appeal on the *pro se* Appellants on June 4, 2026, by United States mail, addressed as follows:

Ms. Sandra Holmwood
1721 Pinewood Drive
Columbia, SC 29205

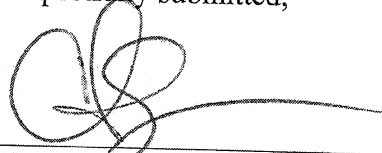
Hugh Parks Price
2465 Pine Grove Road, Lot D
Ward, South Carolina 29166

Hugh Parks Price
2465 Lot C Pine Grove Road
Ward, SC29166

Hugh Parks Price
C/O Aiken County Detention Center
435 Wire Road
Aiken, SC 29801

Hugh Parks Price
187 Spruce Road
Ward, SC 29166

Respectfully submitted,

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line that extends to the right.

Christian G. Spradley
Moore Bradley Myers Law Firm, PA
110 South Main Street
Saluda, South Carolina 29138
Telephone: (864) 445-4544
South Carolina Bar No. 13755

Attorney for Respondent