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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
SOUTH CAROLINA COURT OF APPEALS

APPEAL FROM CHARLESTON COUNTY
COURT OF COMMON PLEAS
JOCELYN NEWMAN, CIRCUIT COURT JUDGE

Appellate Case No: 2026-001144

Renee Wicks, Respondent,

v.

ER Construction, LLC; OJC LLC; Richard McDaniel, individually and d/b/a ER Construction
And Kenneth L. Edwards, individually, Defendants, of which Kenneth L. Edwards is the
Appellant.

REPLY BRIEF TO INITIAL BRIEF OF RESPONDENT

July 24, 2026.

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RESPONDENT IS BOUND BY THE MATTERS STATED IN HER STATEMENT OF THE CASE

1. Respondent states: "Around June 28, 2021, Respondent entered into construction agreements with Defendant ER Construction, LLC; Defendant OJC, LLC, Defendant Richard McDaniel, and Appellant/Defendant Kenneth L. Edwards to perform renovation work at the Property. (Id., Compl.p.5.)"

REPLY: At no time in Respondent's natural life, Respondent never made an offer to Appellant to enter into an agreement with Appellant to perform renovation work at 56 or 58 Dunneman Avenue, Charleston, S.C.

At no time in Respondent's natural life, Appellant never manifested a willingness to enter into an agreement with Respondent to perform renovation work at 56 or 58 Dunneman Avenue, Charleston, S.C.

At no time in Respondent's natural life, There has never been an acceptance of an agreement between Respondent and Appellant to perform renovation work at 56 or 58 Dunneman Avenue, Charleston, S.C.

Respondent has never seen or met Appellant, for any reason or purpose.

Appellant has never seen or met Respondent, for any reason or purpose.

DISCUSSION/CITING AUTHORITIES

This court is obligated to inquire in every action whether a justiciable controversy exists in a matter. Byrd v. Irmo High School, 321 S.C 426, 468 SE 2nd 861 (1996). "A justiciable controversy is a real and substantial controversy which is ripe and appropriate for judicial determination, as distinguished from a contingent, hypothetical or abstract dispute." Pee Dee Electric Coop., Inc. v Carolina Power & Light Co. 279 S.C. 64,66, 301 SE 2nd 761, 762, (1983).

The function of appellate courts is not to give opinions on merely abstract or theoretical matters, but only to decide actual controversies injuriously affecting the rights of some party to the litigation.

2. Respondent states: "Pursuant to these agreements, work was to be completed on the property by January 22, 2022.(Id.)" "The agreements did not contemplate Plaintiff having to move out during construction. (03/31/25) Order at 2." "Respondents made Defendants aware that she intended to use the additional dwelling unit ("the cottage") as income property upon completion. (Id.)

REPLY: At no time in Respondent's natural life, There has never been an agreement between Respondent and Appellant in pursuance of work to be completed on the property by January 22, 2022. Respondent has never seen or met Appellant under any circumstances, for any reason or purpose.

DISCUSSION/CITING AUTHORITIES

S.C. Code Ann. Sec 32-3-10: provides Agreements required to be in writing and signed; Respondent is not in physical possession of any agreement in writing and signed by Appellant.

No action shall be brought whereby: To charge any person upon any agreement that is not to be performed within the space of one year from the making thereof;

"Unless the agreement upon which such action shall be brought or some memorandum or note thereof shall be in writing and signed by the party to be charged therewith or some person thereunto by him lawfully authorized."

Respondent has no Standing to initiate a lawsuit against Appellant. A plaintiff must have standing to initiate a lawsuit in South Carolina court. *Youngblood v. S.C. Dep't of Soc. Servs.*, 402 S.C 311, 741 S.E.2d 515 (2013) (noting standing is a prerequisite to introducing an action). Standing is "{a} party's right to make a legal claim or seek judicial enforcement of a duty or right." *Powell ex rel. Kelly v. Bank of Am.* 379 S.C. 437, 665 S.E. 2d 237 (Ct App 2008). Moreover, standing denotes the aspect of justiciability related to whether a particular party may advance legal arguments or claims, and relates to whether a party has sufficient interest in the outcome of the litigation to secure the court's attention to the party's viewpoint. *Id.* In other words, standing refers to a party's personal stake in the subject matter of a lawsuit."

A party asserting standing bears the burden of proving it. *S.C. Pub. Interest Found v. S.C. Transportation Infrastructure Bank*, 403 S.C 640, 744 S.E. 2d 521 (2013)

3. Respondent states: "Disregarding her expressed intention, in early 2022, Defendants demolished the Cottage without obtaining permits for the demolition, then informed Respondent that she would have to vacate the property for approximately two months while work continued at property. (*Id.*). "

REPLY: RECORD OF APPEAL REFLECTS CITY OF CHARLESTON PERMIT CENTER SHOWS NO ISSUE DATE FOR PERMIT AT 56 DUNNEMAN AVENUE, CHARLESTON S.C 29403.

DISCUSSION/CITING AUTHORITIES

Standing is comprised of three elements: as stated in *Powell ex rel. Kelly v. Bank of AM*, 665 S.E. 2d 237, at page 241.

First, the Plaintiff must have suffered an “injury in fact” – an invasion of a legally protected interest which is (a) concrete and particularized, and (b) actual and imminent, not conjectural or hypothetical.”

Second, there must be a casual connection between the injury and the conduct complained of-the injury has to be “fairly... traceable to the challenged action of the defendant, and not ... th{e} result {of} the independent action of some third party not before the court.”

Third, it must be “likely” as opposed to merely “speculative.” That the injury will be “redressed by a favorable decision.”

Respondent is unable to show any injury or damages traceable to Appellant.

In fact, Respondent’s own investigation reveals Appellant had no working relationship with ER Construction LLC, OJC LLC, Richard Mc Daniel or any of her alleged fraudfeasors.

4. Reply to paragraphs 2-11 of Respondent’s Statement of the Case: and Arguments I-V. Paragraphs 2-11 and Arguments I -V are not ripe for review and are moot.

DISCUSSION/CITING AUTHORITIES

A justiciable controversy must also be ripe for court review. *Waters v. S.C Land Res. Conservation Comm’n*, 321 S.C. 219, 467 S.E. 2d 913 (1996).

The doctrine of mootness “is corollary of the principles embodied in the justiciability concepts of standing and ripeness. *Jackson v. State*, 331 S.C. 486, 489 S.E. 2d 915 (1997).

A case becomes moot when judgment, if rendered, will have no practical legal effect upon { the} existing controversy.

CONCLUSION

Respondent/Plaintiff filed lawsuit against Appellant/Defendant on July 12, 2024 for breach of contract (three (3) years and fourteen (14) days after June 28, 2021) her alleged construction agreement with the alleged Defendants.

Respondent has failed to present "STATEMENTS OF FACTS IN HER CASE" sufficient to constitute a cause of action entitling her to relief against the Appellant.

The lower court erred in making factual conclusions without evidentiary support of the facts.

The lower court erred in rendering judgment in absentia against Appellant without providing Appellant with Notice of the date, time and place of the hearing, and an opportunity to be heard, as reflected in the Record of Appeal.

The lower court erred in rendering judgment affecting a substantial right of Appellant to a hearing on the merits.

The lower court erred in denying Appellant **Due Process of law**, which is a right of Appellant, affected thereby, to present before the lower court, which pronounced

judgment upon the question of liability. life. liberty and property, to be heard by testimony, and to have the right to controvert and cross-examine the Respondent.

Thus, the lower court erred in conclusively presuming facts and liability against the Appellant.

The lower court erred in making irrebuttable presumptions of the facts in the case and of the liability of Appellant

Irrebuttable presumptions are disfavored by the Due Process Clause.

In finality, Respondent has been "duped" by her fraudfeasor and she continues to depend on the court system to utilize the Appellant as a "SCAPEGOAT."

For the above reasons, Appellant requests this court to reverse the judgment of the lower court and dismiss the complaint against the Appellant.

July 24, 2026

RESPECTFULLY SUBMITTED

s/ Kenneth L. Edwards pro se Appellant
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Appellant.

PROOF OF SERVICE

I certify that I have served the REPLY BRIEF AND DESIGNATION OF MATTER on Respondent by depositing a copy of it in the United States Mail, postage prepaid, on July 24, 2026, addressed to her attorney of record, Jason Scott Luck, P.O. Box 47, Bennettsville, S.C 29512, by certified mail, return receipt requested.

July 24, 2026.

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