RECEIVED
Aug 11 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appellate Case No. 2026-001435

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

The Honorable Dale E. Van Slambrook, Circuit Court Judge

Case No. 2026-CP-08-00376

Joseph E. Donohue, IV, and
Caroline Marvin, Appellants,

v.

GS North Main Owner, LLC d/b/a
Marlowe Summerville, Respondent.

APPELLANTS' RESPONSE IN OPPOSITION TO RESPONDENT'S MOTION TO DISMISS OR TO SET BOND TO STAY HEARING

Appellants submit this timely Response in opposition to Respondent's Motion to Dismiss Appeal, or, in the Alternative, Motion to Set Bond to Stay Hearing. Respondent's motion was served July 22, 2026. By the Clerk's deficiency letter dated July 28, 2026, it was not to be considered in effect until its filing fee deficiency was cured, which occurred on August 3, 2026 (Exs. 1–2); Appellants' Response is within ten days of August 3, 2026. Rule 240, SCACR.

I. Respondent's Sole Ground for Their Motion Is Moot

1. The Motion to Dismiss rests entirely on the assertion that Respondent "received no filing" and was not served. The Court's own Notice of Electronic Filing, generated June 26, 2026, states

that “Emily Nicole Hansbarger for Gs North Main Owner, LLC, Marlowe Summerville” was “served electronically” with the Notice of Appeal. (Ex. 3.) Service (and filing) of the Notice of Appeal on June 26, 2026, was within thirty days of May 27, 2026, when Appellants received written notice of the Court’s (Common Pleas) entry of judgment, denying Appellants’ Rule 59 Motion. This is established by the Court’s system, irrefutably on record.

2. The deficiency the Clerk identified concerned the form of the Appellants original Proof of Service (Form 7). Appellants cured it within the time allowed, filing the appropriate Form 7 Proof of Service and Amended Notice of Appeal received by the Court on July 10, 2026, (Exs. 4–5). The Court confirmed by letter dated July 14, 2026, that the deficiency was cured (Ex.6), before Respondent filed its Motion to Dismiss.

The Motion thus seeks dismissal for a defect that no longer existed at the time of its inception. To the extent Respondent complains it was not separately furnished the corrected proof of service, the proportionate remedy is service of that document in good faith, and as additionally accompanying this Response (see Exhibit 5) — not dismissal of a jurisdictionally sound appeal. Dismissal under Rule 260(a), SCACR is a drastic sanction; the settled policy of the appellate courts favor disposition on the merits.

II. Respondent’s Procedural History Is Materially Inaccurate

3. Respondent’s motion asserts (¶ 11) that Appellants’ Rule 59 motion was filed March 20, 2026. The circuit court’s May 27, 2026, Order states on its face that the motion was “filed on March 30, 2026” and that “[t]he Court timely received” it. (Ex. 7.) The motion was timely under Rule 59(e), SCRCP, and stayed the time for appeal. Rule 59(f), SCRCP; Rule 203(b)(1), SCACR.

4. Respondent's motion also asserts (¶¶ 6–7, 9) that Appellants "failed" to make the March 2026 payment. Respondent's own contemporaneous writings tell a different story, after conceding the $6,203.85 bond to stay was timely paid (Mot. ¶ 6), Respondent's March 6, 2026, notice demanded $4,268.21 — including February rent the bond had satisfied and sums well beyond the court-ordered $2,270.00 — and stated that payment "must be made in full by cashier's check" and that "partial payments will NOT be accepted." (Ex. 8.) The court's Bond to Stay order made Respondent itself the mandatory payee. (Ex. 9.) Respondent thereby refused, in writing, to accept the court-ordered amount, then reported non-payment to the magistrate.

Prior to the March 6, 2026, letter refusing the Court ordered payment, Respondent sent Appellants a written invoice February 17, 2026, (Ex. 10), stating a balance "due 03/01/2026," in the amount of "$10,411.31." After the March 6, 2026, letter, Respondent wrote the Magistrate Court March 10, 2026, that Appellants "failed to pay March 2026 rent," prior to sending Appellants another written invoice dated March 18, 2026, stating "prior balance as of 03/17/2026," for "$4,268.21." Moreover, "Grand Total Due 04/01/2026," for "$6,704.48," (Exs. 11-12). The attached Exhibit(s) clearly show Appellants raising this same issue before the Court, to no avail.

The Court will see Appellants further addressing this issue in the Initial Brief, but to be clear, this discrepancy began the moment Appellants paid the February Bond to Stay amount of $6,218.85, paid timely on February 19, 2026, however the discrepancy was made verbally in that instance. Appellants in good faith understood Respondents contention that despite the Bond Order to Stay, their assertion of funds being owed in excess of the Court's Order and kindly provided Respondent with a copy of the Bond Order to Stay, and was told if there were any issues, the leasing manager would reach out. She never did, the subsequent writings referenced

above and attached hereto, further illustrate the contrary notion that Appellants just "failed to pay," amounting to manufactured non-compliance.

To compromise, candorously in good faith, I contacted opposing counsel on April 10, 2026, purely to seek resolution. Particularly to discuss payment(s). Opposing counsel returned my call and we spoke very briefly. During this call I was told by Respondent's own attorney NOT to contact Respondent by any means and that they do not wish to resolve this matter, i.e., accept any payment. Moreover, that I should know better not to contact them as they are represented by counsel.

Despite Respondent's contention that Appellants have sought undue delay or acted in bad faith in any capacity, i.e., filing a "frivolous" appeal, is entirely refuted. That the nature and level of disparity present in these two conflicting narratives, and utterly contrary assertions, not only illustrates Appellants merits but moreover begs for the Courts attention. Appellants only seek to have this matter properly adjudicated, to ultimately achieve a fair measure of justice.

III. The August 4 Correspondence Warrants No Relief; Briefing Is Stayed by Rule

5. Respondent's counsel's August 4, 2026, email requested dismissal with prejudice and sanctions because no initial brief had been filed. Under Rule 240(b), SCACR, "[a] motion to dismiss an appeal . . . shall . . . automatically stay the time limits for perfecting the appeal until the motion is decided." The briefing schedule is stayed by operation of rule; the premise of the August 4 request is incorrect, and the Court has confirmed it will take no action on that correspondence. (Ex. 13.) Appellants' initial Brief will be timely tendered, upon the Court's disposal of Respondent's Motion, and/or in accordance with the Court's desired or subsequently ordered briefing schedule.

IV. Appellants Do Not Oppose a Properly Structured Bond to Stay — With Payment Into the Registry

6. Respondent's alternative request confirms the writ has not been executed and the appeal is pending. Appellants do not oppose a bond-to-stay arrangement pending this appeal and affirmatively request that any such order direct payment of the court-ordered monthly amount of $2,270.00 into the registry of the court rather than to Respondent directly. The documented history — Respondent's billing demanding $10,411.31 as of March 1, 2026, notwithstanding the paid bond (Ex. 11), and its written refusal of any payment less than its above-order demand (Ex. 8) — shows why a registry structure is necessary: it secures Respondent's recovery while ensuring Appellants cannot again be placed in default by a refusal of conforming tender.

V. Conclusion

Appellants respectfully request that the Court deny Respondent's Motion to Dismiss; decline the request for dismissal with prejudice and sanctions; accept Appellants' initial Brief tendered upon resolution of the motion; and, as to the alternative request, direct that any bond-to-stay arrangement require payment of the court-ordered monthly amount into the registry of the court pending disposition of this appeal.

Date: August 11, 2026

Respectfully submitted,

s/ *Joseph E. Donohue, IV*

_____

Joseph E. Donohue, IV, Esq.
SC Bar No. 104318
J. Donohue Law, LLC
431 Saint James Ave., Ste. L PMB 194
Goose Creek, SC 29445
854-205-4454 | joey@jdonohuelaw.com
Attorney for Appellants

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF 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
www.sccourts.org

July 28, 2026

Ms. Emily Nicole Hansbarger, Esquire
PO Box 62975
N. Charleston SC 29419

Re: Joseph E. Donohue, IV v. Gs North Main Owner, LLC
Appellate Case No. 2026-001435

Dear Counsel:

Upon reviewing your motion to dismiss, the following deficiency or deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter or your filing will not be considered:

- The required filing fee has not been submitted. The correct filing fee is $50.00.

Very truly yours,

Jasmine D. Smith, Deputy
CLERK

cc: Joseph Edward Donohue, IV, Esquire

Brownlee Whitlow & Praet

Jennifer L. Williams
Paralegal
jwilliams@bwpf-law.com
Phone/Fax: (843) 501-2458

August 3, 2026

Via UPS
SC Court of Appeals
1220 Senate Street
Columbia, SC 29201

Re: Joseph E. Donohue, IV v. Gs North Main Owner, LLC
Case No: 2026-001435
Our File No.: 31603-00002

Dear Clerk:

Enclosed is a check in the amount of $50.00 for the motion filing fee for the Motion to Dismiss Appeal, Or, In the Alternative, Motion to Set Bond to Stay Hearing Pursuant to S.C. Code § 27-40-800(f)(1) which we e-filed with the court on July 22, 2026.

Thank you for your assistance in this matter. Please do not hesitate to contact me should you have any questions or need anything further.

Sincerely,

BROWNLEE WHITLOW & PRAET, PLLC

Jennifer L. Williams
Paralegal

JLW
Enclosures
cc: Joseph E. Donohue, IV (via Email & US Mail)
Caroline Marvin (via US Mail)
Marlowe Summerville (via email)

Joseph Donohue

From: Jennifer Williams <jwilliams@bwpf-law.com>
Sent: Monday, August 3, 2026 3:03 PM
To: Emily Hansbarger; Joseph Donohue
Subject: RE: Joseph E. Donohue, IV v. Gs North Main Owner, LLC
Attachments: Donohue Ct of Appeals Ltr - Motion Filing Fee 8.3.26.pdf

Joey – attached is a copy of my letter to the court enclosing the motion filing fee.

Jennifer

Jennifer L. Williams | ***Paralegal***

Brownlee Whitlow & Praet

Mailing Address: P.O. Box 62975, N. Charleston, South Carolina 29419
Firm: (843) 628-7120 | **Direct Phone/Fax: (843) 501-2458**
Email: jwilliams@bwpf-law.com
Web - BWPF-Law.com

The information in this email message is attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this message is strictly prohibited. If you have received this message in error, please immediately notify the sender by email or by contacting our firm at the numbers listed above. The typewritten signature included with this email is not an electronic signature within the meaning of Electronic Signatures in the Global and National Commerce Act or any other law of similar import, including without limitation, the Uniform Electronic Transactions Act, as the same may be enacted in any State.

Consumer Debt Collection Warning: To the extent any portion of this email relates to a consumer debt, please be advised that this email message is an attempt to collect a debt and any information provided may be used for that purpose.

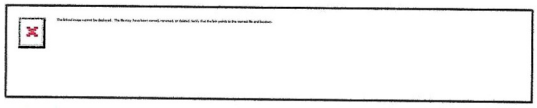
From: Emily Hansbarger <ehansbarger@bwpf-law.com>
Sent: Tuesday, July 28, 2026 10:17 AM
To: Heid, Emily <eheid@sccourts.org>; Joseph Donohue <joey@jdonohuelaw.com>
Cc: jedonohueiv@gmail.com
Subject: Re: Joseph E. Donohue, IV v. Gs North Main Owner, LLC

Jennifer,

Please issue payment and send it to the Court.

Thank you!

Emily N. Hansbarger | **Associate**
Licensed in Georgia and South Carolina



Mailing Address: P.O. Box 62975, N. Charleston, South Carolina 29419

Firm: (843) 628-7120 | **Direct Phone/Fax: (843) 203-5710**
Email: ehansbarger@bwpf-law.com
Web: BWPF-Law.com

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Consumer Debt Collection Warning: To the extent any portion of this email relates to a consumer debt, please be advised that this email message is an attempt to collect a debt and any information provided may be used for that purpose.

From: Heid, Emily <eheid@sccourts.org>
Sent: Tuesday, 28 July 2026 11:01:46
To: Emily Hansbarger <ehansbarger@bwpf-law.com>; Joseph Donohue <joey@jdonohuelaw.com>
Cc: jedonohueiv@gmail.com <jedonohueiv@gmail.com>
Subject: Joseph E. Donohue, IV v. Gs North Main Owner, LLC

You don't often get email from eheid@sccourts.org. Learn why this is important
Good Morning,

Attached please find correspondence from the Court of Appeals.

Any parties not included in this email will receive the attached correspondence via US Mail.

Do not respond to this email. Send all correspondence to ctappfilings@sccourts.org.

Emily Heid
Appeals Specialist I
South Carolina Court of Appeals
1220 Senate Street
Columbia, SC 29201
Ph: (803) 734-1890

CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

Joseph Donohue

From:	efiledonotreply@sccourts.org
Sent:	Friday, June 26, 2026 11:58 PM
To:	Joseph Donohue
Cc:	jedonohueiv@gmail.com
Subject:	Courtesy NEF RE: 2026CP0800376
Follow Up Flag:	Follow up
Flag Status:	Flagged

****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2026CP0800376

Official File Stamp:	06-26-2026 11:57:29 PM
Court:	CIRCUIT COURT Common Pleas Berkeley
Case Caption:	Joseph Edward Donohue IV , plaintiff, et al VS Gs North Main Owner, Llc , defendant, et al
Document(s) Submitted:	Appeal/Notice of Appeal to Court of Appeals
Filed by or on behalf of:	Joseph Edward Donohue, IV

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Emily Nicole Hansbarger for Gs North Main Owner, Llc, Marlowe Summerville

Joseph Edward Donohue, IV for Joseph Edward Donohue, IV, Caroline Marvin

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Magistrate Court Goose Creek

CONFIDENTIALITY NOTICE ~~~ This message is intended only for the addressee and may contain information that is confidential. If you are not the intended recipient, do not read, copy, retain, or disseminate this message or any attachment. If you have received this message in error, please contact the sender immediately and delete all copies of the message and any attachments.

Joseph Donohue

From: efiledonotreply@sccourts.org
Sent: Friday, June 26, 2026 11:58 PM
To: Joseph Donohue
Cc: jedonohueiv@gmail.com
Subject: Received Notice: Your filing, Re: 2026CP0800376 - (910) Magistrate Civil Appeal - Appeal/Notice of Appeal to Court of Appeals, was received

Follow Up Flag: Follow up
Flag Status: Flagged

To: Joseph Edward Donohue, IV joey@jdonohuelaw.com
From: efiledonotreply@sccourts.org
Date: 2026-06-26 23:57:29.227
Subject: Your electronic filing, Re: 2026CP0800376 - (910) Magistrate Civil Appeal - Appeal/Notice of Appeal to Court of Appeals, was received by CIRCUIT COURT.

Case Number: 2026CP0800376
Case Type: (910) Magistrate Civil Appeal
Document Type: Appeal/Notice of Appeal to Court of Appeals

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RECEIVED
Jul 10 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appellate Case No. 2026-001435

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

The Honorable Dale E. Van Slambrook, Circuit Court Judge

Case No. 2026-CP-08-00376

Joseph E. Donohue, IV, and
Caroline Marvin, Appellants,

v.

GS North Main Owner, LLC d/b/a
Marlowe Summerville, Respondent.

AMENDED NOTICE OF APPEAL

TO: The South Carolina Court of Appeals; and to Respondent GS North Main Owner, LLC d/b/a Marlowe Summerville, and its counsel of record, Emily N. Hansbarger, Esquire, Brownlee Whitlow & Praet.

PLEASE TAKE NOTICE that Appellants Joseph E. Donohue, IV, and Caroline Marvin, hereby appeal to the South Carolina Court of Appeals from the following orders of the Court of Common Pleas for Berkeley County:

(1) The Order, Form 4, entered March 20, 2026, dismissing Appellants' appeal upon receipt of the Magistrate Order of Non-Compliance and request for dismissal; and (2) The Order Denying Appellant's Motion to Reconsider the Form 4 Order Dismissing Appellant's Appeal,

entered May 27, 2026, denying Appellants' motion to alter or amend the judgment pursuant to Rule 59(e), SCRCP.

Appellants further appeal from all intermediate orders, rulings, and matters necessarily affecting the orders identified above, *including without limitation* the Order/Finding of Non-Compliance entered March 18, 2026, which was the sole and express basis stated by the circuit court for its dismissal of the appeal and which is not severable from the order of dismissal.

Statement Regarding Timeliness of Appeal

This appeal is timely. The Order of Dismissal was entered March 20, 2026. Within ten (10) days thereof, on March 30, 2026, Appellants served and filed a timely motion to alter or amend under Rule 59(e), SCRCP. That motion stayed the time for appeal pursuant to Rule 59(f), SCRCP, and Rule 203(b)(1), SCACR. The circuit court denied the motion by Order entered May 27, 2026, and Appellants received written notice of entry of that Order on May 27, 2026. This Notice of Appeal is served upon all Respondents and filed with the Clerk of the Court of Appeals, within thirty (30) days of that date.

Date: July 10, 2026

(Original Date: June 26, 2026)

Respectfully Submitted:
s / Joseph E. Donohue, IV

Joseph E. Donohue, IV, Esq.
SC Bar No.: 104318
J. Donohue Law, LLC
431 Saint James Ave. Ste. L PMB 194
Goose Creek, SC 29445
854-854-5253 (P)
854-205-4353 (F)
joey@jdonohuelaw.com
Attorney for Appellants

RECEIVED
Jul 10 2026
SC Court of Appeals

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appellate Case No. 2026-001435

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

The Honorable Dale E. Van Slambrook, Circuit Court Judge

EXHIBIT 5

Case No. 2026-CP-08-00376

Joseph E. Donohue, IV, and
Caroline Marvin, Appellants,

v.

GS North Main Owner, LLC d/b/a
Marlowe Summerville, Respondent.

PROOF OF SERVICE

I hereby certify that on the 26th day of June 2026, I served a true and correct copy of the foregoing Notice of Appeal, upon Respondent's counsel of record, via electronic service NEF to counsel's address of ehansbarger@bwpf-law.com, pursuant to Rule 4 by the court's electronic filing, in accordance with Rules 262 and 267, SCACR, Rules 4 & 5, SCRCP and S.C. Code § 103-817.1.

Joseph E. Donohue, IV, Esquire

The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

CATHERINE S. HARRISON
CHIEF 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
www.sccourts.org

July 14, 2026

Ms. Emily Nicole Hansbarger, Esquire
PO Box 62975
N. Charleston SC 29419

Re: Joseph E. Donohue, IV v. Gs North Main Owner, LLC
Appellate Case No. 2026-001435

Dear Counsel:

The Court has received your correspondence dated July 13, 2026. Our records reflect that the deficiency has been cured. If you would like for the Court to take some further action, you must file a motion pursuant to Rule 240, SCACR.

Very truly yours,

Jasmine D. Smith, Deputy

CLERK

cc: Joseph Edward Donohue, IV, Esquire

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF BERKELEY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2026 CP-08-00376

Joseph Edward Donohue, IV et al

PLAINTIFF(S)

GS North Main Owner, LLC, et al

DEFENDANT(S)

Submitted by: The Court	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

ELECTRONICALLY FILED - 2026 May 27 9:40 AM - BERKELEY - COMMON PLEAS - CASE#2026CP0800376

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☒ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order ☒ Statement of Judgment by the Court: This matter came before the Court on the Plaintiff-Appellant Motion to Alter, Amend, and/or Reconsider, filed on March 30, 2026. The Plaintiff -Appellant asks the Court to Reconsider its Order, filed on March 20, 2026 that dismissed his appeal on the grounds that the bond to stay was not posted. The Court timely received a copy of the Motion for Reconsideration; a Memorandum in Opposition was filed by Defendant-Appellee. This motion is disposed of without the necessity of a hearing and decided on the record and briefs.

"The purpose of Rule 59(e), SCRCP, to alter or amend the judgment is to request the trial judge to reconsider matters properly encompassed in a decision on the merits." *Arnold v. State*, 309 S.C. 157, 172,420 S.E.2d 834,842 (1992). "A party may wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it. A party *must* file such a motion when an issue or argument has been raised but not ruled on, in order to preserve it for appellate review." *Elam v. South Carolina Dept. of Transp.*, 361 S.C. 9,24, 602 S.E.2d 772, 780 (2004)(emphasis in original). "A party cannot use a motion to reconsider to present an issue he could have raised prior to judgment but did not." *Anderson Memorial Hosp., Inc., v. Hagen*, 313 S.C. 389, 434S.E.2d 268 (1993; See also *Arnold v. State*, 309 S.C. 157, 172-173, 420 S.E.2d 834,842 (1992).

In this case, Plaintiff-Appellee failed to properly appeal the Order of Non-Compliance with the bond requirement that was entered by the Magistrate on March 18, 2026. The non-compliance with the bond requirement is separate from the appeal of the Magistrate's Order that was entered on January 26,

2026 and would have bound the Circuit Court to review whether the tenant actually paid the bond to stay pending appeal.

Accordingly, after consideration of the record, the Plaintiff-Appellee Motion to Reconsider is respectfully DENIED as procedurally defective.

AND IT IS SO ORDERED.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX **Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.**		
Judgment in Favor of (List name(s) below)	**Judgment Against (List name(s) below)**	**Judgment Amount To be Enrolled (List amount(s) below)**
		$
		$
		$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

_____ _____ _____
Circuit Court Judge **Judge Code** **Date**

For Clerk of Court Office Use Only

This judgment was entered on the day of , 20 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 20 to attorneys of record or to parties (when appearing pro se) as follows:

_____ _____
_____ _____
ATTORNEY(S) FOR THE PLAINTIFF(S) **ATTORNEY(S) FOR THE DEFENDANT(S)**

_____
CLERK OF COURT

Court Reporter:

ELECTRONICALLY FILED - 2026 May 27 9:40 AM - BERKELEY - COMMON PLEAS - CASE#2026CP0800376

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

ELECTRONICALLY FILED - 2026 May 27 9:40 AM - BERKELEY - COMMON PLEAS - CASE#2026CP0800376

ELECTRONICALLY FILED - 2026 May 27 9:40 AM - BERKELEY - COMMON PLEAS - CASE#2026CP0800376

Berkeley Common Pleas

Case Caption: Joseph Edward Donohue IV , plaintiff, et al VS Gs North Main Owner, Llc , defendant, et al

Case Number: 2026CP0800376

Type: Order/Form 4

And It Is So Ordered!

s/Dale E. Van Slambrook S.C. Circuit Court Judge #2781

Electronically signed on 2026-05-27 08:46:14

MARLOWE

BY GREYSTAR

03/06/2026

Joseph Donohue
Caroline Marvin
12107 Marlowe Vista Place
Summerville, SC 29486

Re: 5-Day Notice for Non-Payment of Rent

Dear Joseph & Caroline,

As you know, you entered into an Apartment Lease Contract (hereinafter the "Lease") with us for the rental of that certain residential real property located at **12107** Marlowe Vista Place, Summerville SC 29486 (hereinafter the "Premises") with a lease term beginning on **August 4, 2025** and scheduled to terminate on **October 5, 2026** with a monthly rental of **$2,270.00** which is due on or before the 1st of each month.

Our records indicate that you have failed to pay rent for the month(s) of **February 2026 & March 2026**. As of the date of this letter, you have an outstanding balance on your account for the amount of **$4,268.21** which includes the following fees:

Outstanding February Rent:	$1,774.54
Outstanding March Rent:	$2,270.00
Pest Control Fee:	$5.00
Pet Rent:	$25.00
Renter's Insurance:	$10.75
Trash (Trash Service & Valet Trash):	$30.00
Internet:	$75.00
Utility Admin Fees:	$5.78
Water/Sewer:	$22.14
Late Fees:	$50.00
Total Amount Due:	**$4,268.21**

Accordingly, you are in violation of Paragraph 6 "Rent and Charges" of your lease which states:

> **IF YOU DO NOT PAY YOUR RENT ON TIME WHEN REQUIRED BY THIS LEASE CONTRACT: This is your notice. If you do not pay your rent within five days of the due date specified in this Lease Contract, we can start to have you evicted without further notice. You will not receive any further notice or warnings as long as you live in this rental unit, unless we decide to provide them to you as a gratuity, not as a right.**

PLEASE TAKE NOTICE that you are hereby required to pay the above-mentioned amount within **FIVE (5) days** of the date of this notice. Failure to pay ret in full within **FIVE (5) days** as required by this notice will result in the filing of an application for ejectment (eviction) action against you.

Payment must be made in full by **cashier's check** to Marlowe Summerville, as partial payments will **NOT** be accepted. To satisfy your outstanding rent in full, please visit the management office where payment must be delivered.

Should you fail to remit payment **BEFORE 12:00 pm on March 11, 2026** we reserve the right to pursue any and all civil remedies against you, including but not limited to the filing of an application for ejectment (eviction) action. If an eviction is filed, you may be responsible for applicable court costs and attorney's fees. However, I trust that such action will not be necessary and that you will pay the current balance of **$4,268.21** within the timeframe set forth herein.

If you have any questions, please do not hesitate to contact the office Monday – Friday between 9am – 5pm at 843.376.6000.

Best Regards,

Jocelyn Bastarache
Leasing Professional
marlowesville@greystar.com
cc: file

THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

SOUTH CAROLINA
JUDICIAL BRANCH

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
)

2025CV0810606061
CIVIL CASE NUMBER
MAGISTRATE'S COURT

BOND TO STAY EXECUTION ON APPEAL

EXHIBIT 9

Gs North Main Owner, Llc Dba
Marlowe Summerville
1000 Marlowe Vista Pl
Summerville, SC 29486
(843) 376-6000

LANDLORD

Vs

Joseph Donohue
1000 Marlowe Vista Place, Apt 12107
Summerville, SC 29486

Caroline Marvin
1000 Marlowe Vista Place, Apt 12107
Summerville, SC 29486

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above-entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on **January 26, 2026**, by the Magistrate. Tenant(s) has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to **pay rent in the amount of $2,270.00 per month, due on the 1st day of each month. Payments are to be made by cashier's check to Gs North Main Owner, Llc Dba Marlowe Summerville, located at 1000 Marlowe Vista Pl., Summerville, SC 29486.**

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Bond: $6,203.85 due within five (5) days of today's date. Rent in the amount of $2,270.00, is due on the 1st day of the month and is late after the 5th day of the month. All monies are due via certified funds until the appeal is resolved. All litigants must comply with the Bond to Stay until the appeal is resolved.

Dated on February 11, 2026: _____ Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment within five days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on February 11, 2026: _____ JUDGE
Goose Creek Magistrate
653 Red Bank Rd
Goose Creek, SC 29445
Phone: (843) 553-7080 Fax: (843) 553-7074

Gmail

Joseph Donohue <jedonohueiv@gmail.com>

Monthly Conservice Statement for Marlowe Summerville

1 message

Conservice <ebill@conservicemail.com>
Reply-To: service@conservice.com
To: jedonohueiv@gmail.com

Tue, Feb 17, 2026 at 8:01 AM

Your utility statement due on **3/1/2026** is ready. A summary of your charges is below, for the account number ending in **1656**. To view the bill or see payment options, please click below. Payment options may vary by Community.

Current Rent and Lease Charges

SERVICE TYPE	SERVICE PERIOD	CHARGES
Internet / Cable	03/01/2026 - 03/31/2026	$75.00
Pest from Community	03/01/2026 - 03/31/2026	$5.00
Pet Rent	03/01/2026 - 03/31/2026	$25.00
Rent	03/01/2026 - 03/31/2026	$2,270.00
Trash from Community	03/01/2026 - 03/31/2026	$5.00
Valet Trash from Community	03/01/2026 - 03/31/2026	$25.00
Rent and Leasing Charges Due 03/01/2026		**$2,405.00**

Current Utility Charges

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	01/01/2026 - 02/01/2026	$0.03
Sewer	01/01/2026 - 02/01/2026	$12.76
Sewer Base	01/01/2026 - 02/01/2026	$0.16
Water	01/01/2026 - 02/01/2026	$9.19
Service Fee	Conservice is a service provider contracted to prepare monthly statements and provide conservation resources.	$5.78
Current Charges due 03/01/2026		**$27.92**
Total Current Charges		**$2,432.92**
Prior Balance as of 02/16/2026		$7,978.39
Grand Total Due 03/01/2026		**$10,411.31**

VIEW STATEMENT

www.conservice.com | opt out

If you need to contact Conservice, please visit utilitiesinfo.conservice.com

Gmail

Joseph Donohue <jedonohueiv@gmail.com>

Monthly Conservice Statement for Marlowe Summerville

1 message

Conservice <ebill@conservicemail.com>
Reply-To: service@conservice.com
To: jedonohueiv@gmail.com

Wed, Mar 18, 2026 at 8:03 AM

Your utility statement due on **4/1/2026** is ready. A summary of your charges is below, for the account number ending in **1656**. To view the bill or see payment options, please click below. Payment options may vary by Community.

Current Rent and Lease Charges

SERVICE TYPE	SERVICE PERIOD	CHARGES
Internet / Cable	04/01/2026 - 04/30/2026	$75.00
Pest from Community	04/01/2026 - 04/30/2026	$5.00
Pet Rent	04/01/2026 - 04/30/2026	$25.00
Rent	04/01/2026 - 04/30/2026	$2,270.00
Trash from Community	04/01/2026 - 04/30/2026	$5.00
Valet Trash from Community	04/01/2026 - 04/30/2026	$25.00
Rent and Leasing Charges Due 04/01/2026		**$2,405.00**

Current Utility Charges

SERVICE TYPE	SERVICE PERIOD	CHARGES
Water Base Charge	02/01/2026 - 03/01/2026	$0.03
Sewer	02/01/2026 - 03/01/2026	$14.72
Sewer Base	02/01/2026 - 03/01/2026	$0.16
Water	02/01/2026 - 03/01/2026	$10.58
Service Fee	Conservice is a service provider contracted to prepare monthly statements and provide conservation resources.	$5.78
Current Charges due 04/01/2026		**$31.27**
Total Current Charges		**$2,436.27**
Prior Balance as of 03/17/2026		$4,268.21
Grand Total Due 04/01/2026		**$6,704.48**

VIEW STATEMENT

www.conservice.com | opt out

If you need to contact Conservice, please visit utilitiesinfo.conservice.com

Joseph Donohue

From: Jennifer Williams <jwilliams@bwpf-law.com>
Sent: Monday, March 23, 2026 12:40 PM
To: Valita Goodman; Emily Hansbarger
Cc: Joseph Donohue
Subject: RE: 2025CV0810606061--GS North Main Owner LLC d/b/a Marlowe Summerville v. Joseph Donohue and Caroline Marvin
Attachments: Form 4 Order (dismissing appeal) 3.20.26.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon! Valita, attached is a copy of the Form 4 Order issued by the circuit court dismissing Mr. Donohue's appeal. We would like to move forward with the writ for this matter. It is my understanding that since we have previously paid for the writ, there is nothing further we need to do in order to have the writ issued.

Thank you for your assistance with this matter. Please do not hesitate to contact us should you have any questions or need anything further from us.

Jennifer

Jennifer L. Williams | ***Paralegal***

Brownlee Whitlow & Praet

Mailing Address: P.O. Box 62975, N. Charleston, South Carolina 29419
Firm: (843) 628-7120 | **Direct Phone/Fax: (843) 501-2458**
Email: jwilliams@bwpf-law.com
Web - BWPF-Law.com

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Consumer Debt Collection Warning: To the extent any portion of this email relates to a consumer debt, please be advised that this email message is an attempt to collect a debt and any information provided may be used for that purpose.

From: Valita Goodman <valita.goodman@berkeleycountysc.gov>
Sent: Tuesday, March 10, 2026 3:36 PM
To: Emily Hansbarger <ehansbarger@bwpf-law.com>
Cc: Jennifer Williams <jwilliams@bwpf-law.com>; Joseph Donohue <joey@jdonohuelaw.com>
Subject: RE: 2025CV0810606061--GS North Main Owner LLC d/b/a Marlowe Summerville v. Joseph Donohue and Caroline Marvin

The Non-compliance is scheduled for Monday, March 16th @ 9:30 AM.

Valita Goodman
Magistrate Court: ADMIN SUPPORT SPECIALIST
T: 843-471-2467

F: 843-553-7074
valita.goodman@berkeleycountysc.gov
www.berkeleycountysc.gov
653 Red Bank Road
Goose Creek, SC 29445

From: Emily Hansbarger <ehansbarger@bwpf-law.com>
Sent: Tuesday, March 10, 2026 3:26 PM
To: Valita Goodman <valita.goodman@berkeleycountysc.gov>
Cc: Jennifer Williams <jwilliams@bwpf-law.com>; Joseph Donohue <joey@jdonohuelaw.com>
Subject: Re: 2025CV0810606061--GS North Main Owner LLC d/b/a Marlowe Summerville v. Joseph Donohue and Caroline Marvin

*** This is an EXTERNAL email. Please do not click on a link or open any attachments unless you are confident it is from a trusted source. ***

Valita,

Pursuant to the Bond to Stay Order, residents were required to pay rent, $2,270.00, by the 1st of each month and late by the 5th. Residents have not paid rent and admitted as such in his email. I do not believe a hearing is necessary and the Court should dissolve the stay and issue the writ.

Sincerely,

Emily N. Hansbarger | **Associate**
Licensed in South Carolina

Mailing Address: P.O. Box 62975, N. Charleston, South Carolina 29419
Firm: (843) 628-7120 | **Direct Phone/Fax: (843) 203-5710**
Email: ehansbarger@bwpf-law.com
Web: BWPF-Law.com

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Consumer Debt Collection Warning: To the extent any portion of this email relates to a consumer debt, please be advised that this email message is an attempt to collect a debt and any information provided may be used for that purpose.

From: Joseph Donohue <joey@jdonohuelaw.com>
Sent: Tuesday, March 10, 2026 2:29 PM
To: Valita Goodman <valita.goodman@berkeleycountysc.gov>
Cc: Jennifer Williams <jwilliams@bwpf-law.com>; Emily Hansbarger <ehansbarger@bwpf-law.com>

Subject: RE: 2025CV0810606061--GS North Main Owner LLC d/b/a Marlowe Summerville v. Joseph Donohue and Caroline Marvin

Good afternoon,

To clarify, tenants timely paid the $6,203.85 as ordered in the Bond to Stay Execution on Appeal. However, landlord (after accepting said payment), alleges rent was unpaid for February which is incorrect. Landlord claims we currently owe "$4,268.21," out of which they contend "$1,774.54," amounts to "Outstanding February Rent," which is *incorrect* and goes against what the Judge ordered in the February Bond to Stay Order.

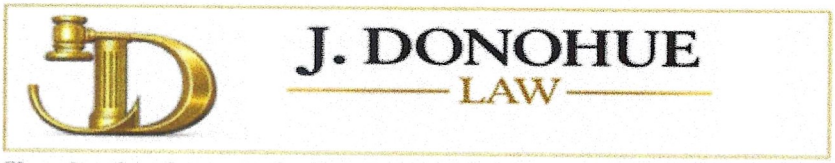
Just to be clear – the Bond amount of $6,203.85 was indeed paid as directed, on time pursuant to the Order. This was paid last month and that check was accepted by landlord, despite Ms. Jocelyn alleging the balance owed is higher. I provided a copy of the Bond Order respectfully to landlord, along with the payment via certified check and simply said I am just doing as instructed by the Court. She said if there were any further issues then Ms. Gruel would contact me or someone would clarify or bring to my attention. Since then, as stated above, (after paying the $6,205.85), that somehow the balance owed is still $4,268.21 - which they are demanding by 12pm tomorrow, March 11, 2026. *Despite the actual amount owed for March being* ***$2,270.00***.

We are just paying the amounts ordered in the Bond, but I am happy to work something out with them if we can get this resolved, to either end during the pendency of the appeal we are to pay the amount ordered.

If they do not accept the $2,270.00 then I will report back to the Court, as necessary. In the meantime, I am happy to provide and/or upload whatever documentation is needed or desired.

Respectfully,
Joey

Joseph E. Donohue, IV, Esq.
J. Donohue Law, LLC
431 St. James Ave Ste L PMB 194
Goose Creek, SC 29445
(P): 854-854-5253
(F): 854-205-4353
joey@jdonohuelaw.com



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The South Carolina Court of Appeals

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August 5, 2026

Ms. Emily Nicole Hansbarger, Esquire
PO Box 62975
N. Charleston SC 29419

Re: Joseph E. Donohue, IV v. Gs North Main Owner, LLC
Appellate Case No. 2026-001435

Dear Counsel:

The Court has received your correspondence dated August 4, 2026. Your motion to dismiss is under review by the Court. As soon as a decision is made, you will be notified immediately. The Court will take no action on your August 4, 2026 filing.

Very truly yours,

Catherine S. Harrison, deputy

CLERK

cc: Joseph Edward Donohue, IV, Esquire

RECEIVED
Aug 11 2026
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Appellate Case No. 2026-001435

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

The Honorable Dale E. Van Slambrook, Circuit Court Judge

Case No. 2026-CP-08-00376

Joseph E. Donohue, IV, and
Caroline Marvin, Appellants,

v.

GS North Main Owner, LLC d/b/a
Marlowe Summerville, Respondent.

PROOF OF SERVICE

I hereby certify that on the 11th day of August 2026, I served the foregoing Response in Opposition of Respondent's Motion to Dismiss Appeal, or in the Alternative, Motion to Set Bond to Stay Hearing, upon Respondent's counsel of record, Emily N. Hansbarger, via electronic service to counsel's address of ehansbarger@bwpf-law.com, pursuant to Rule 4, SCRCP, Rules 262 and 267, SCACR, and S.C. Code § 103-817.1.

Joseph E. Donohue, IV, Esq.
SC Bar No. 104318
J. Donohue Law, LLC
431 Saint James Ave., Ste. L 194
Goose Creek, SC 29445
854-205-4454 | joey@jdonohuelaw.com
Attorney for Appellants