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Aug 17 2026

SC Court of Appeals

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

Thiago Pires, et al

Plaintiff,

Jay-Way, LTD, LLC

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

Civil Action No. 2026-CP-26-07667

ORDER AFFIRMING EVICTION

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This matter arises from an appeal filed by Thiago Pires, et al (“Plaintiff”), seeking reversal of the Order of the Writ of Ejectment issued against the Plaintiff by the Honorable Manuela Clayton on September 25, 2025. A hearing in this matter was conducted on June 3, 2026. Plaintiff was represented by Jarrett Bouchette, Esq. of Burr & Forman, LLP. Defendant was represented by Robert Pillinger, Esq. of Harrison Pillinger, LLC. After a careful review of the facts, law, and arguments of counsel, this Court affirms the Order issued by the Magistrate Court.

Standard of Review

South Carolina law requires that an appeal from a magistrate court in an action seeking a writ of ejectment shall be heard by the circuit court of the county “wherein the judgment was rendered.” S.C. Code Ann. §18-7-10. The authority conferred to the circuit court allows the circuit court to reverse a magistrate’s findings of fact when exercising appellate jurisdiction in an appeal from a magistrate’s judgment. Hadfield v. Gilchrist, 343 S.C. 88 (Ct. App. 2000). “The appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits; and in giving judgment the court may affirm or reverse the judgment of the court below, in whole or in part, as to any or all the parties and for errors of law or fact.” S.C. Code Ann. §18-7-170.

Background

Plaintiff and Defendant entered into a sublease in 2017 whereby Plaintiff was demised a portion of the interior of a building located at 811 Highway 17 South, North Myrtle Beach, SC 29582 (“demised premises”). The sublease was renewed several times; with the immediate dispute arising out of the latest renewal, which occurred in 2025.

On or about August 7, 2025, Plaintiff, under advice of counsel, adopted a new interpretation of the lease that had been in effect for 8 years. Notably, pursuant to this novel interpretation Plaintiff began threatening one of Defendant’s tenants with eviction should that tenant not begin directing their rental payments to Plaintiff. Plaintiff then began occupying a portion of the property that was not demised to the Plaintiff. Defendant attempted to resolve the differences between the parties by and through correspondence issued on or about August 28, 2025, and in doing so put the Plaintiff on notice of alleged violations, which if not corrected, would lead to Defendant seeking a writ of ejectment against the Plaintiff.

On September 15, 2025, Plaintiff filed the underlying action in the Surfside Magistrate Court alleging numerous violations of the sublease which had not been corrected following notice; and on September 25, 2025, the Honorable Manuela Clayton issued the Court’s Writ of Ejectment against the Plaintiff.

Plaintiff’s Appeal

Plaintiff filed their Notice of Civil Appeal on or about September 29, 2025. This Court finds that it has subject matter jurisdiction and that venue is proper in Horry County, South Carolina, pursuant to S.C. Code Ann. S.C. Code Ann. §18-7-10.

Plaintiff’s argument in support of their appeal consisted of three (3) main points: (1) The Magistrate erred in denying the Plaintiff’s Motion for a Directed Verdict; (2) the Magistrate erred in finding the Plaintiff materially breached the terms of the sublease; and (3) that the Magistrate erred

in granting the Defendant's Application for Ejectment in consideration of notions of "equity" and "common sense."

This Court has reviewed the record on appeal from the Magistrate Court and heard arguments of counsel for the parties. This Court finds that the Plaintiff's actions in expanding beyond Plaintiff's demised premises, placing property on non-demised premises, and threatening another tenant of the Defendant with eviction, constitute a material breach of the sublease agreement and are violative of South Carolina law. Accordingly, this court further finds that no basis in the record warrants a reversal of the Magistrate's Order and Writ of Ejectment.

Conclusion

THEREFORE, it is ORDERED that:

1. The Magistrate's Order for Eviction and Writ of Ejectment are AFFIRMED; and
2. The Writ of Ejectment previously issued by the Magistrate shall remain in full force and effect.

IT IS SO ORDERED.

Judge Benjamin H. Culbertson
Presiding Circuit Court Judge

June ___, 2026



Horry Common Pleas

Case Caption: Thiago Pires , plaintiff, et al VS JayWay Ltd LLC

Case Number: 2025CP2607667

Type: Order/Dismissal

Presiding Circuit Court Judge

s/Benjamin H. Culbertson, Judge Code 2148