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Aug 18 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM Dorchester COUNTY
Court of Common Pleas

D. L. Jefferson, Circuit Court Judge

Case No. 2025 - CP - 18 - 01521

pF & H, Inc. d/b/a Service Master of Charleston

Plaintiff,

Appellant/Respondent,

v.

Karen Green f/k/a Karen Cohen

Defendant,

Appellant/Respondent.

MOTION

Motion to Set Aside Default Judgment

Motion for Relief from Judgment

Motion to allow the defendant to present its defenses

Motion to grant Defendant any relief the Court considers just and proper

Date: August 18, 2026

s/

Name:

Address:

Phone:

Email:

Appellant

Other Counsel of Record:

Name:

Address:

Phone: () -

Respondent/Attorney for Respondent

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Plaintiff,

Appellant/Respondent,

v.

Karen Green f/k/a Karen Cohen

Defendant,

Appellant/Respondent.

PROOF OF SERVICE

I certify that I have served the Pleading on Plaintiff by depositing
(Document) (Name)
a copy of it in the United States Mail, postage prepaid, on August 18, 2026, addressed to,
(Date)
ROBERTSON HOLLINGSWORTH MANOS & RAHN 40 Calhoun Street, Suite 330 Charleston SC 29401
Plaintiff Representative by US Certified Mail Return Receipt Requested

Date: August 18, 2026

s/

Address: Karen Green
7238 Tanglewood Dr.
N. Chas. SC 29418

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SC Court of Appeals

AFFIDAVIT OF KAREN GREEN

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

I, Karen Green, being first duly sworn under oath as follows:

1. My name is Karen Green. I am over the age of eighteen and able to make this affidavit. The statements contained herein are based upon my personal knowledge.
2. I am the homeowner of the property that is the subject of this lawsuit.
3. In 2022, I filed a homeowners insurance claim after a tree branch damaged my roof. During the claim process, additional water damage related to an HVAC leak was identified, and repairs were authorized through my homeowner's insurance.
4. The contractor, Service Masters of Charleston, who performed the repairs was involved in a dispute with me concerning the quality and completion of the work, the amounts claimed to be owed, and credits for payments I had made.
5. Throughout the project, I repeatedly reported incomplete work, defective workmanship, and additional damage to my home to both the contractor and my insurance company. I also provided photographs of the problems to both the contractor and my insurance company.
6. Towards the end of the project, Service Masters contractor supervisor and the Sub-contractors changed. I was informed that Travis, the contractor supervisor, was terminated. A new supervisor inspected the work and discussed reviewing the project line by line because of the ongoing disputes.
7. I made payments to the contractor from the insurance company for disbursements, checks, and cash. Some cash payments were made to the supervisor assigned to my project. I repeatedly requested receipts for those payments but was told they would be provided later. I never received receipts for any of the payments or credit for supplies I provided.
8. During a settlement discussion involving the insurance company, after Mr. Harrison learned the credit that I was going to receive, he then reported an error in his accounting and changed his total. I informed him that I had given cash payments to the supervisor and the total always reflected that until this day. I continued to contest the balance claimed to be owed.
9. I sent a good -faith payment of \$500 along with a letter stating I disputed the amount claimed and wished to resolve the matter. The payment was accepted.

10. My last significant communication regarding the dispute was with an insurance supervisor, Daniel, who informed me that the matter would be sent back to mediation. Based on that conversation, I believed efforts to resolve the dispute were continuing. I sent numerous emails, text messages, photos, and documents that were requested.
11. I was never personally aware that a lawsuit had been filed against me. I did not knowingly avoid service of process, nor did I intentionally fail to respond to any lawsuit.
12. During the period in which service was attempted, I was recovering from major surgery and dealing with significant limitations to which the insurance company as well as Service Masters were aware of. During this time, I suffered a fall while attempting to answer the door when a Service Masters employee came to my home. In addition, I was dealing with the disruption of ongoing home repairs and a divorce.
13. Throughout the construction project, the contractor knew my home address and had my telephone number. Because of my difficulty hearing the doorbell during this period, the contractors routinely called me before and when they arrived to let me know they were outside.
14. I first became aware that a judgement had been entered against me only after receiving a courtesy letter from the Dorchester County Sheriff's Office in approximately April 2026.
15. After learning of the judgment by courtesy letter from the Sheriff's office, I immediately contacted the Sherriff's Office and the clerk of Court to determine whether the information was accurate. I also contacted the contractor's attorney, informed her that I disputed the judgment and underlying claim, and advised that I was attempting to contact the insurance company and obtain legal counsel.
16. I later sent an email to the contractor's attorney per our conversation earlier explaining that I was continuing to seek legal assistance and did not want the matter to be overlooked while interest continued to accrue.
17. At no time did I intend to ignore court proceedings or refuse to participate in resolving this dispute. If I had known that a lawsuit had been filed against me, I would have responded and presented my defenses concerning the disputed work, disputed accounting, payments made, and damages to my property.
18. I respectfully submit this affidavit to provide the Court with the facts as I know them.

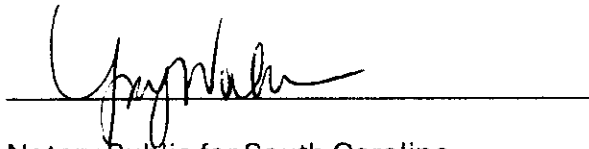
I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.



Karen Green

July 26, 2026

Sworn to before me the 18th day of
August, 2026.



Notary Public for South Carolina

My Commission expires: 12/29/31.



Joy Walker
Notary Public
Dorchester County
State of South Carolina
My Commission Expires December 29, 2031