

Sep 15 2026

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GEORGETOWN COUNTY COURT OF COMMON PLEAS

Honorable Benjamin H. Culbertson, Circuit Court Judge

MOHAMAD HAISAM KODAIMATI,

Appellate Case No. 2026-001982

Appellant,

Lower Court Case No. 2026-CP-22-00424

v.

Magistrate Case No. 2026CV221040024

ERIC JAMES ADAMCZYK,

Respondent.

Mohamad Haisam Kodaimati, Pro Se Appellant
P.O. Box 417
Huger, SC 29450
(980) 636-9412
kodaimati@gmail.com

September 15, 2026

**APPELLANT'S EMERGENCY MOTION FOR STAY OF ENFORCEMENT OF
MAGISTRATE JUDGMENT, WRIT OF SUPERSEDEAS, AND
PRESERVATION ORDER PENDING APPEAL**

Appellant Mohamad Haisam Kodaimati, appearing pro se, respectfully moves this Honorable Court pursuant to Rule 241 of the South Carolina Appellate Court Rules (SCACR) for an Emergency Order:

(1) staying all enforcement of the Magistrate Court judgment, which became enforceable solely as a result of the Court of Common Pleas' erroneous dismissal of Appellant's appeal — which dismissal is the subject of this appeal;

(2) issuing a writ of supersedeas prohibiting any sale, transfer, or disposal of Appellant's two motorhomes and all personal property contained therein;

(3) declaring the April 29, 2026, seizure of Appellant's property void *ab initio* as having been executed without lawful authority; and

(4) ordering the preservation of the status quo pending resolution of this appeal.

This Motion seeks to stay the enforcement of the Magistrate Court judgment — **not** because Appellant is directly appealing the Magistrate judgment — but because that judgment became enforceable only as a direct consequence of the Court of Common Pleas' wrongful dismissal of Appellant's appeal, which dismissal Appellant is now appealing to this Honorable Court.

The Magistrate judgment was illegal on numerous independent grounds (detailed below), but it could not be enforced while Appellant's appeal was pending. **The Court of Common Pleas dismissed that appeal without any judicial review — a clerk dismissed it based on a letter from the very Magistrate whose judgment was on appeal.** It is that dismissal which Appellant is now challenging, and it is the Magistrate's underlying judgment — rendered enforceable by that wrongful dismissal — which must be stayed to prevent irreparable harm during this appeal.

In support of this Motion, Appellant shows the Court as follows:

I. NATURE OF THIS APPEAL AND THE LOGICAL CONNECTION BETWEEN THE APPEAL AND THE REQUESTED STAY

1. What Appellant is appealing: The Court of Common Pleas' dismissal of Appellant's appeal from the Magistrate Court, without any judicial review. The Clerk of Court dismissed the appeal

on April 28, 2026, based solely on a letter from Magistrate John A. Love — the trial magistrate whose own judgment was being appealed. No circuit court judge reviewed the appeal, the undertaking, or the legal sufficiency of the bond. Judge Culbertson later confirmed this dismissal over Appellant’s objections, admitting on the record that **“there’s no circuit court order dismissing the appeal.”**

2. What Appellant seeks to stay: The enforcement of the Magistrate Court’s April 13, 2026, default judgment, including the April 29, 2026, eviction and seizure of property. This judgment became enforceable **only** because the Court of Common Pleas dismissed Appellant’s appeal. Had the appeal remained pending — as it should have — the statutory stay under S.C. Code Ann. § 27-40-800(b), (c) would have remained in full force, and no eviction could have occurred.

3. The logical connection: The Magistrate’s judgment is the **direct and immediate consequence** of the CP dismissal. Appellant is challenging the CP dismissal as wrongful — entered by a clerk, not a judge, on the recommendation of the very magistrate whose judgment was on appeal, with no judicial review of the legal sufficiency of the undertaking. If this Court reverses the CP dismissal, the appeal is reinstated, the statutory stay is reactivated, and the eviction and property seizure were unlawful. Therefore, staying the Magistrate’s judgment is necessary to preserve the status quo while this Court determines whether the CP dismissal was lawful.

II. STATEMENT OF FACTS

4. Appellant is the owner and lawful possessor of two residential motorhomes, which constitute his primary dwelling and the entirety of his worldly property. The combined value of the motorhomes and their contents is approximately \$500,000.00.

5. The proceedings below were **fatally defective at every stage** — a chronology of statutory and constitutional violations from the initiation of the case through the forceful eviction:

**PHASE 1 — INITIATION OF THE CASE
(VIOLATIONS BEFORE TRIAL)**

6. **No 5-day notice before commencement of eviction action.** S.C. Code Ann. § 27-40-710(B) mandates a strict five-day written notice to cure before a landlord may terminate a rental agreement for nonpayment. Appellant received no notice whatsoever. This statutory prerequisite to jurisdiction was completely ignored.

7. **Failure to Provide Notice of Trial.** After Appellant timely made an appearance by filing an Answer and Counterclaim, the Magistrate Court failed to provide Appellant with proper notice of the trial date. The trial notice was mailed to Respondent’s own address (1692 South Morgan Avenue) rather than Appellant's actual premises.

8. **Trial notice returned undelivered after the trial.** Because the trial notice was mailed to Respondent's address, Appellant never received it. The envelope containing the trial notice was ultimately returned to the court by the United States Postal Service marked "NOT KNOWN" on April 27, 2026—two weeks *after* the trial had already taken place. Under *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950), notice must be “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action.” **a judgment entered without constitutionally adequate notice is void.**

9. **Default judgment entered in absentia.** Because Appellant was never notified, the Magistrate conducted the trial in Appellant’s complete absence on April 13, 2026, entirely ignoring Appellant’s pending Answer and Counterclaim. *See Johnson v. Tamsberg*, 430 F.2d 1125 (4th

Cir. 1970) (upholding South Carolina’s eviction system only where the tenant is actually afforded the required judicial hearing with notice).

PHASE 2 — THE JUDGMENT ITSELF (VIOLATIONS IN THE RENDERING)

10. Judgment exceeded the complaint demand. The complaint demanded \$3,000.00. The judgment awarded \$7,500.00 — two and a half times the amount demanded. Rule 54(c), SCRCP, prohibits a default judgment from exceeding the amount demanded in the complaint. **This excess renders the judgment void** in part and demonstrates the Magistrate’s disregard for the statutory limits on his authority.

PHASE 3 — APPEAL AND STATUTORY STAY (VIOLATIONS IN THE APPELLATE PROCESS)

11. Timely appeal and statutory stay. On April 24, 2026 — within the statutory period — Appellant filed his Notice of Appeal to the Court of Common Pleas and lodged a Tenant’s Undertaking pursuant to S.C. Code Ann. § 27-40-800(b), (c). The statute expressly provides that the filing of the undertaking “is sufficient” and that “no executions **shall** issue until the termination of such appeal” (S.C. Code Ann. § 18-7-10). By operation of clear statutory law, this filing triggered an automatic, **mandatory stay of execution**.

12. Extrajudicial interference by FULLY divested Magistrate. Once the appeal was filed on April 24, 2026, **the Magistrate Court was divested of jurisdiction**. Despite this, **Magistrate Love engaged in extrajudicial interference by sending a letter to the Clerk of Court**

demanding the dismissal of the appeal — an act he had no authority to take concerning an appeal from his own judgment.

13. Clerk dismissed appeal without judicial review. On April 28, 2026 — only four days after the appeal was filed — the Clerk of Court marked the appeal as “denied” based solely on Magistrate Love’s letter. No circuit court judge reviewed the appeal, the undertaking, or the legal sufficiency of the bond. No judicial order was entered. **The South Carolina Supreme Court has made clear that a clerk of court performs ministerial duties and has no authority to dismiss or refuse filings based on perceived legal merit.** *Miller v. State*, 377 S.C. 99, 659 S.E.2d 492 (2008).

PHASE 4 — FORGERY AND FORCEFUL EVICTION (VIOLATIONS IN EXECUTION)

14. Forgery and alteration of the writ. On April 27, 2026, Deputy Blakley hand-altered the writ of ejectment, crossing out “1692” South Morgan Avenue and writing “1746” — a different parcel entirely. **This alteration was captured on video.** Deputy Blakley admitted on camera: “I put the right address on it.” Law enforcement has no authority to alter a judicial writ by hand in the field.

15. No jurisdiction at 1746 South Morgan Avenue. The Magistrate Court never had jurisdiction over the property at 1746 South Morgan Avenue. The complaint, the summons, the trial, and the judgment all concerned 1692 South Morgan Avenue. The eviction was carried out at a completely different parcel.

16. Forceful eviction without 24-hour notice. On April 29, 2026, Georgetown County Sheriff’s deputies executed the writ. S.C. Code Ann. § 27-37-160 expressly requires: **“In executing a writ**

of ejectment, the constable or deputy sheriff shall proceed to the premises, present to the occupants a copy of the writ and give the occupants twenty-four hours to vacate voluntarily.” Appellant was given no 24-hour notice and was forcefully removed on the spot.

17. Eviction occurred while the statutory stay was in full force. The April 29, 2026, eviction occurred while the statutory stay under S.C. Code Ann. § 18-7-10 and § 27-40-800(b), (c) was in full force — no lawful order existed to dismiss the appeal. Judge Culbertson later admitted on the record: “there’s no circuit court order dismissing the appeal.” The Clerk confirmed: “NO.” The eviction was executed without lawful authority.

III. ARGUMENT

A. Standard for Stay Pending Appeal

Rule 241, SCACR, vests this Court with authority to stay enforcement of a judgment pending appeal and to issue a writ of supersedeas. The purpose of a supersedeas is “to stay proceedings in the trial court, to preserve the status quo pending the determination of the appeal and to preserve to appellant the fruits of a meritorious appeal where they might otherwise be lost to him.” The standard requires a showing of **(1)** a substantial likelihood of success on the merits; **(2)** irreparable injury if the stay is denied; **(3)** harm to Appellant that outweighs any harm to Respondent; and **(4)** that the stay serves the public interest.

B. Appellant Has a Substantial Likelihood of Success on the Merits

Appellant’s appeal from the CP dismissal presents multiple, independently sufficient grounds for reversal. Moreover, the underlying Magistrate judgment was void *ab initio* on numerous

independent grounds — each of which constitutes a separate violation of statutory law, constitutional due process, or both:

1. The CP dismissal was entered without judicial review. The June 4, 2026, transcript contains a direct admission by Judge Culbertson that “there’s no circuit court order dismissing the appeal.” A clerk has no judicial authority to dismiss a perfected appeal. *Miller v. State*, 377 S.C. 99, 659 S.E.2d 492 (2008). **The dismissal is a legal nullity.**

2. Extrajudicial interference and by a divested Magistrate. Despite being divested of jurisdiction, Magistrate Love sent a letter to the Clerk requesting dismissal of an appeal from his own judgment and ordering the Sheriff Office to go out to vacate the property. That order was the reason behind the immediate forceful eviction **without service and without 24-hour notice.**

3. The Magistrate’s default judgment is void — no 5-day notice. S.C. Code Ann. § 27-40-710(B) requires five days’ notice to cure before commencing an eviction action. Appellant received no notice of any kind.

4. The Magistrate’s default judgment is void — no notice of trial. Once a defendant files an Answer and Counterclaim, due process requires notice of the trial date. A judgment entered against an appearing party who was never provided notice of the trial is a violation of due process and is **void *ab initio*.**

5. The Magistrate’s default judgment is void — total failure of service. The trial summons was mailed to Respondent’s own address and returned “NOT KNOWN” by USPS. Notice was not reasonably calculated to apprise Appellant of the action, rendering the judgment constitutionally void. *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306 (1950).

6. Default judgment entered in absentia. The Magistrate conducted a trial in Appellant's complete absence, without service, and without an opportunity to be heard. *Johnson v. Tamsberg*, 430 F.2d 1125 (4th Cir. 1970).

7. The judgment exceeds the complaint demand. The judgment awarded \$7,500.00 — two and a half times the \$3,000.00 demanded, in strict violation of *Rule 54(c), SCRPC*.

8. Forgery and alteration of the writ. Deputy Blakley hand-altered the writ of ejectment in the field, crossing out “1692” and writing “1746.” Law enforcement has no authority to alter a judicial order. *The video recording of the forged writ and warrant is available.*

9. The eviction was executed at the wrong address. The eviction was executed at 1746 South Morgan Avenue, a separate parcel over which the **Magistrate never had jurisdiction.**

10. Forceful eviction without 24-hour notice. Appellant was ousted on the spot without the mandatory 24-hour period to vacate voluntarily, violating *S.C. Code Ann. § 27-37-160*.

11. Eviction occurred while the statutory stay was in full force. The April 29 eviction occurred while the statutory stay was active, as no lawful circuit court order had dismissed the appeal.

12. The CP dismissal contradicts controlling statute. Judge Culbertson dismissed Appellant's motions for “failure to post the necessary bond,” which directly contradicts *S.C. Code Ann. § 27-40-800(b), (c)* dictating that a written undertaking “is sufficient.”

13. Judge Culbertson predicted his own reversal. After admitting no dismissal order existed, Judge Culbertson acknowledged: “Well, then if I’m wrong, the Court of Appeals will reverse me.”

14. The eviction preceded the Judge’s ruling. Judge Culbertson dismissed the motions on June 4, 2026, but the forceful eviction happened on April 29, 2026. The eviction was executed while the appeal was undeniably pending.

C. Appellant Faces Immediate, Concrete, and Irreparable Injury

The harm to Appellant is not speculative. It is daily, compounding, and approaching the point of no return:

- **\$500,000.00 in property** was seized without lawful authority — the entire seizure is a nullity, predicated on an eviction executed at the wrong address, based on a forged writ, while the statutory stay was in full force;
- **All of Appellant’s personal property** — clothing, documents, tools, electronics, medical records, business equipment — remains locked inside the illegally seized motorhomes, inaccessible to Appellant;
- **Appellant has been homeless for 138 days** as a direct result of an eviction that was executed while the statutory stay was in full force and while no lawful court order existed to dismiss his appeal;

- Any party in possession of Appellant's property may attempt to dispose of or destroy it, permanently and irreversibly eliminating Appellant's home and livelihood — all predicated on a seizure that was illegal from its inception;
- No money judgment after the fact can restore a \$500,000.00 home and livelihood that has been destroyed based on an illegal seizure.

D. The Balance of Equities Strongly Favors Appellant

Appellant risks the permanent loss of his home, his livelihood, and \$500,000.00 in property seized by government actors without lawful authority — **while the Circuit Court's own transcript admits there was no order dismissing his appeal.** There is no risk to the respondent since he has already received possession of his bare lot.

E. The Public Interest Favors a Stay

The public interest is served by ensuring that government actors — magistrates, clerks, and sheriff's deputies — comply with mandatory statutory procedures at every stage. **Here, every stage was tainted:**

- no 5-day notice,
- no trial notice after an Answer was filed,
- a default judgment in absentia exceeding the demand,
- a clerk dismissing an appeal without a judge,
- a deputy forging a writ, and
- a forceful removal without the 24-hour notice.

The public's interest in the integrity of the judicial system demands appellate review before these violations become irreversible.

IV. RELIEF REQUESTED

WHEREFORE, Appellant respectfully requests that this Honorable Court immediately issue an Order:

A. Staying all enforcement of the judgment entered in Georgetown County Magistrate Court Case No. 2026CV221040024 — which judgment became enforceable solely as a result of the Court of Common Pleas' erroneous dismissal of Appellant's appeal — including the April 13, 2026 default judgment and the April 29, 2026 eviction, pending final disposition of this appeal;

B. Issuing a writ of supersedeas and injunction prohibiting the sale, transfer, disposal, or destruction of Appellant's two motorhomes and all personal property and contents therein, pending final disposition of this appeal;

C. Declaring the April 29, 2026, seizure of Appellant's two motorhomes and all personal property void *ab initio*, as having been executed without lawful authority — at the wrong address, based on a forged writ, and while the statutory stay was in full force — and

D. ordering that no disposal, transfer, or destruction of said property may proceed on the basis of this void seizure;

E. Ordering the preservation of all evidence relevant to this appeal, including sheriff body-camera footage, dispatch logs, and recorded calls, pursuant to Appellant's pending preservation request; and

F. Granting such other and further relief as this Court deems just and proper.

Respectfully submitted,

/s/ Mohamad Haisam Kodaimati

Mohamad Haisam Kodaimati, Pro Se Appellant
P.O. Box 417
Huger, SC 29450
(980) 636-9412
kodaimati@gmail.com

Date: September 15, 2026

RECEIVED
Sep 15 2026
SC Court of Appeals

CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of September 2026, I served a true and correct copy of the foregoing Appellant's Emergency Motion for Stay of Enforcement of Magistrate Judgment, Writ of Supersedeas, and Preservation Order Pending Appeal upon the following parties by the methods indicated:

Clerk of the South Carolina Court of Appeals P.O. Box 11629 Columbia, SC 29211 (Via Email to ctappfilings@sccourts.org)

Eric James Adameczyk 1692 South Morgan Avenue Andrews, SC 29510 (Via Email to adamczyk2772@gmail.com)

/s/ Mohamad Haisam Kodaimati

Mohamad Haisam Kodaimati

EXHIBIT A

CERTIFIED TRANSCRIPT EXCERPT — JUNE 4, 2026, HEARING

Kodaimati v. Adamczyk, Case No. 2026-CP-22-00424

Circuit Court, Georgetown County, South Carolina

Before: Honorable Benjamin H. Culbertson, Circuit Court Judge

Transcribed by Sandra Allen, Legal Eagle, Certified July 29, 2026

EXCERPT 1 — JUDGE CULBERTSON'S ADMISSION THAT NO DISMISSAL ORDER EXISTS

(Afternoon Session, pp. 3-4 of certified transcript)

THE COURT: Okay, well, let me check one thing first. Okay, now, has this appeal already been — I mean, is there an order of dismissal? That's what I'm looking for.

CLERK: It's a letter.

THE COURT: Well, that's a letter from the magistrate. Okay. But there's no circuit court order dismissing the appeal.

CLERK: NO. We usually just use the — as the —

THE COURT: Okay. Well, this — sir, this is an appeal from the magistrate's court as I understand, is that correct?

MR. KODAIMATI: Yes, correct.

**EXCERPT 2 — JUDGE CULBERTSON’S ADMISSION THAT THE UNDERTAKING
WAS FILED**

(Afternoon Session, pp. 4-5 of certified transcript)

THE COURT: But you have not posted the bond. The magistrate bond. Is that correct?

MR. KODAIMATI: No, that’s not correct, Your Honor.

THE COURT: You have posted the bond.

MR. KODAIMATI: No, no —

THE COURT: You can’t post — I mean, you can’t maintain the appeal if you don’t post your bond.

MR. KODAIMATI: I understand. I did — I signed the undertaking, which protect the landlord for the future payment as —

THE COURT: What is the undertaking?

MR. KODAIMATI: Undertaking is a form that’s in your file, Your Honor. Under —

THE COURT: It’s in this file?

MR. KODAIMATI: Yes, it’s in the file. Basically, it’s a promise to pay to make the future payments.

EXCERPT 3 — APPELLANT’S ARGUMENT THAT THE STATUTORY STAY WAS IN FULL FORCE

(Afternoon Session, pp. 7-8 of certified transcript)

MR. KODAIMATI: On April 24th I filed a notice of appeal and the tenant undertaking agreeing to pay six hundred dollars (\$600.00) per month during the appeal. Under South Carolina code 27-40-800(b), (c), that undertaking required the magistrate, clerk, or circuit judge to order the stay of execution of the judgment for possession. The clerk told me — I remember her name was April. The clerk told me the stay was in effect but noted and stay order was entered. And four days later, the writ was executed at a different parcel without valid 24-hour notice while my appeal and undertaking set and reviewed. Your Honor, one additional process issue after I filed my appeal and then it’s undertaken on April 24th, the appeal docket was marked denied based on the Magistrate Love’s letter. Not on any order from this court. The clerk’s office confirmed to me on April 29th in a recorded calls — three calls — that no common pleas judge had reviewed my appeal or undertaking and that they were relying only on the magistrate letter. The online system still shows the appeal as denied for that reason.

EXCERPT 4 — JUDGE CULBERTSON PREDICTS HIS OWN REVERSAL

(Afternoon Session, pp. 13-14 of certified transcript)

THE COURT: All right. All right, sir. I'm going to deny your motions due to the dismissal of the appeal for failure to post the bond. Thank you.

MR. KODAIMATI: Your honor, I respect that. But I disagree with you.

THE COURT: Well, and I understand.

MR. KODAIMATI: The undertaking is very clear, Your Honor.

THE COURT: Well, then if I'm wrong, **the Court of Appeals will reverse me.**

MR. KODAIMATI: Yes, your honor. Thank you for your time. I appreciate it.

THE COURT: Yes, sir.

End of Exhibit A

EXHIBIT B

Transcript of Record – June 4, 2026 (Morning Session)

Hearing on Appellant's Motion for Preservation of Evidence
Court of Common Pleas, Georgetown County

Honorable Benjamin H. Culbertson, Presiding Judge

Appellate Case No. 2026-001982

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESSES

PAGE

PROCEEDINGS

3

CERTIFICATE OF TRANSCRIBER

5

E X H I B I T S

NO.

DESCRIPTION

ID.

EV.

NONE

1 **THE COURT: This is 2026-CP-22-0042. Mohamad Haisam**
2 **-- you will have to pronounce your name for me?**

3 MR. KODAIMATI: Kodaimati, Your Honor.

4 **THE COURT: Who?**

5 MR. KODAIMATI: Kodaimati.

6 **THE COURT: Kodaimati versus Eric James Adamczyk.**
7 **This is a motion for preservation of an order of issuance of**
8 **subpoenas. Please state your name for the record?**

9 MR. KODAIMATI: My name is Mohamad Haisam Kodaimati.

10 **THE COURT: All right. This is your motion, let me**
11 **hear from you.**

12 MR. KODAIMATI: Yes, Your Honor, regarding this
13 motion, I'm asking the court to enter a preservation order and
14 issue subpoenas directing the Georgetown County Sheriff's
15 Office, the tow yard, which is (inaudible) Towing and the
16 Clerk's Office to preserve and produce body cam footage from
17 April 27th and April 29th, 2026. Also the dispatch logs,
18 (inaudible) records, and recorded calls about enforcement of
19 the rent. So this evidence is not lost while the appeal and
20 motions are pending.

21 **THE COURT: The (inaudible) but I don't know that. I**
22 **mean I assume if they were on appeal by law ---**

23 MR. KODAIMATI: Well they refuse, the tow you're
24 Your Honor refused without the court order. I communicated
25 with them and I got the email. I have all of the exhibits and

1 same thing for the Sheriff. I went there actually followed
2 their procedure and submitted documentation and without a
3 court order they might not preserve it, they might just delete
4 it and overwrite it. And it's crucial evidence because pretty
5 much throughout this process every possible violation was
6 committed as if it's a pattern.

7 **THE COURT: All right. Well, the appeal is scheduled**
8 **for this afternoon. Okay. Let's wait and hear what the**
9 **appeal, what my decision is on the appeal and then we'll go**
10 **forward from there.**

11 MR. KODAIMATI: I understand, Your Honor.

12 **THE COURT: All right.**

13 MR. KODAIMATI: Yea, so we have the other motions,
14 which I was surprised that you could see the last ones comes
15 first. Which I think it should be last. Thank you, Your
16 Honor.

17 **THE COURT: All right. Thank you.**

18 MR. KODAIMATI: So, 1:30?

19 **THE COURT: Correct.**

20
21
22
23
24
25

CERTIFICATE OF TRANSCRIBER

I, **SANDRA ALLEN**, a certified transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and evidenced introduced in the trial of the captioned case, relative to appeal, in the **Circuit Court, Georgetown County, South Carolina, on the 4th day of June 2026.**

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

July 13, 2026

Sandra Allen

Sandra Allen, Transcriber

EXHIBIT C

Transcript of Record – June 4, 2026 (Afternoon Session)

Hearing on Statutory Stay, Wrongful Eviction, and Dismissal
Court of Common Pleas, Georgetown County

Honorable Benjamin H. Culbertson, Presiding Judge

Appellate Case No. 2026-001982

1 STATE OF SOUTH CAROLINA) IN THE CIRCUIT COURT
2 COUNTY OF GEORGETOWN)
3)
4 MOHAMAD HAISAM KODAIMATI) TRANSCRIPT OF RECORD
5) CASE NO: 2026-CP-22-00424
6)
7) June 4, 2026
8 ERIC JAMES ADAMCZYK)
9)
10)

10 B E F O R E:

11 HONORABLE BENJAMIN H. CULBERTSON, JUDGE

12 A P P E A R A N C E S:

13 Pro se - Plaintiff

14

15 Pro se - Defendant

16

17 TRANSCRIBED BY:

18 Sandra Allen

19 LEGAL EAGLE

20 Post Office Box 5682, Greenville, South Carolina 29606

21 864-467-1373 depos@legaleagleinc.com

22

23

24

25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I N D E X

WITNESSES

PAGE

PROCEEDINGS

3

CERTIFICATE OF TRANSCRIBER

16

E X H I B I T S

NO.

DESCRIPTION

ID.

EV.

NONE

1 THE COURT: Next on the roster is 2026-CP-22-00424.
2 Mohamad Haisam Kodaimati versus Eric James Adamczyk. Do you
3 all have something from before? Does anybody -- do you have
4 something?

5 Gentleman: Sir, I was requesting as the magistrate
6 (inaudible).

7 THE COURT: Oh, I see. I see. I got you. Okay. All
8 right, please state for the record who you -- who you
9 represent. You're Mr. Kodaimati?

10 MR. KODAIMATI: Yes, I'm Mohamad Haisam Kodaimati.

11 THE COURT: All right, and you are Mr. Adamczyk?

12 MR. ADAMCZYK: Eric Adamczyk, yes sir.

13 THE COURT: All right. I've got a motion to plead
14 eviction. A motion to stay enforcement of eviction. A motion
15 to quash writ of ejectment. And then the motion for
16 preservation of issues of subpoenas. All of these are your
17 motions, Mr. Kodaimati?

18 MR. KODAIMATI: Yes, Your Honor.

19 THE COURT: All right. Let me hear from you.

20 MR. KODAIMATI: Your Honor, I'm going to be reading
21 my statement. If you like I can give you a copy of it to
22 follow through in case there were any -- any issues with the
23 accent.

24 THE COURT: Go ahead and argue your motions. That's
25 fine.

1 MR. KODAIMATI: Your honor, I'm Mohamad Haisam
2 Kodaimati. Proceed the court has 4 motions this afternoon.
3 The court's direction, I will address 1st, the core process
4 issues underlying the default judgment and writ. And then the
5 stay and preservation relief that follows from these findings.
6 I am not asking the court to retry the lease. I'm asking the
7 court to correct serious notice due process and writ defects.
8 And to restore the status quo as nearly as possible. Under 27-
9 40-760. Including my possession of both motor homes and
10 relief from towing and storage charges that arose from the
11 unlawful eviction. I can address motion 1, if you like, Your
12 Honor.

13 THE COURT: Okay, well, let me check one thing 1st.
14 Okay, now, has this appeal already been -- I mean, is there an
15 order of dismissal? That's what I'm looking for.

16 CLERK: It's a letter.

17 THE COURT: Well, that's a letter from the
18 magistrate. Okay. But there's no circuit court order
19 dismissing the appeal.

20 CLERK: NO. We usually just use the -- as the ---

21 THE COURT: Okay. Well, this -- sir, this is an
22 appeal from the magistrate's court as I understand, is that
23 correct?

24 MR. KODAIMATI: Yes, correct.

25 THE COURT: But you have not posted the bond. The

1 magistrate bond. Is that correct?

2 MR. KODAIMATI: No, that's not correct, Your Honor.

3 THE COURT: You have posted the bond.

4 MR. KODAIMATI: No, no ---

5 THE COURT: You can't post -- I mean, you can't
6 maintain the appeal if you don't post your bond.

7 MR. KODAIMATI: I understand. I did -- I signed the
8 undertaking, which protect the landlord for the future payment
9 as ---

10 THE COURT: What is the undertaking?

11 MR. KODAIMATI: Undertaking is a form that's in your
12 file, Your Honor. Under ---

13 THE COURT: It's in this file?

14 MR. KODAIMATI: Yes, it's in the file. Basically,
15 it's a promise to pay to make the future payments.

16 THE COURT: No, no, a promise from who?

17 MR. KODAIMATI: From me.

18 THE COURT: But no, that's not sufficient. I mean,
19 if you posted a bond from a bonding company or you put up the
20 cash to be held in trust. But just a written promise from you
21 does not suffice.

22 MR. KODAIMATI: Your Honor, statute, 27-40-800(b)
23 and (c) make state mandatory. Make stay mandatory once
24 undertaking file executing writ is in a violation of that
25 state. It's unlawful. It's 27-40-800.

1 **THE COURT: All right, go ahead and argue your**
2 **motion.**

3 MR. KODAIMATI: We'll start with motion one. First
4 motion, Your Honor which is -- the point of motion on Your
5 Honor there was from the beginning. There was no written five-
6 day notice before filing under South Carolina code, 27-40-710.
7 A written five day notice the pay or vacate is mandatory
8 prerequisite to filing an ejectment action. Table thirteen
9 magistrate hearing. When Judge Love asked respondent if he
10 ever sent a right to cure letter. He admitted he had only
11 emails and phone calls and he had nothing in writing to
12 produce. No notice was ever served. Second point, I
13 appeared and default without notice is void. On February
14 17th, I filed an answer. And the counterclaim for seven
15 thousand five hundred dollars (\$7,500) and a request for a
16 jury trial. I corrected my name and phone number with the
17 clerk. She had them wrong Your Honor. Who promised to call
18 me with the hearing date. I received no call, no in-hand
19 notice at seventeen forty-six and no registered seventeen
20 forty-six, uh, South Morgan Avenue in Andrews. And I received
21 no registered or certified mail notice at that address as
22 required by statute 27-40-240(b)(3). The April 13th jury trial
23 was held entirely in my absence. The default judgment entered
24 against a party who has appeared, but who never received valid
25 notice of the hearing is void under (inaudible) and rules 55

1 and 60(b). The third point, judgment exceeds complaint. The
2 complaint demanded three thousand dollars (\$3,000.00). The
3 judgment is seven thousand five hundred dollars (\$7,500.00).
4 That increase occurred at the April 13th hearing when the
5 magistrate poached respondent to amend his claim to the
6 court's seven thousand five hundred dollars (\$7,500.00) limit
7 - maximum limit while I was absent. Rule 54(c) prohibits
8 default judgment from exceeding the amount demanded in the
9 complaint. The judgment is void at least as to the excess.
10 Second, discuss would be motion three. The court points that
11 it names 1692 and the eviction took place at 1746 South Morgan
12 Avenue. The April 14th writ identifies 1692 South Morgan
13 Avenue as the premises. I lives at 1746 South Morgan Avenue,
14 Georgetown County. Georgetown County, GIS records confirm
15 these are separate parcels and so did the postmaster. The
16 writ otherwise this action only at premises it names executing
17 the writ naming 1692 at 1746 is beyond the writs authority.
18 Second point, deputies alteration and no value 24-hour notice.
19 On April 27th, Deputy Blakely, if I'm pronouncing that
20 correctly, came to the 1746 with a copy of the writ to where
21 1692 was crossed out, wiped out and 1746 handwritten in. On
22 my video I have a recorded video of the whole interaction Your
23 Honor. I can show it to you. I have it on my tablet. On my
24 video he says I put the right address on it. I objected. He
25 then took the alternate papers back without leaving any copy

1 or any 24-hour notice. He left I said you didn't serve me?
2 He said, no. It's a report. Because nothing was left on
3 April 27th, the 24-hour clock in 27-37-160, the statute never
4 started. When deputies returned on April 29th, roughly 48
5 hours later and evicted me. They did so without a valid writ
6 or a valid 24-hour notice as to a forceful eviction. The
7 second motion, the state to protect property. On April 24th I
8 filed a notice of appeal and the tenant undertaking agreeing
9 to pay six hundred dollars (\$600.00) per month during the
10 appeal. Under South Carolina code 27-40-800(b), (c), that
11 undertaking required the magistrate, clerk, or circuit judge
12 to order the stay of execution of the judgment for possession.
13 The clerk told me I remember her name was April. The clerk
14 told me the stay was in effect but noted and stay order was
15 entered. And four days later, the writ was executed at a
16 different parcel without valid 24-hour notice while my appeal
17 and undertaking set and reviewed. Your Honor, one additional
18 process issue after I filed my appeal and then it's undertaken
19 on April 24th, the appeal docket was marked denied based on
20 the Magistrate Love's letter. Not on any order from this
21 court. The clerk's office confirmed to me on April 29th in a
22 recorded calls -- three calls that no common pleas judge had
23 reviewed my appeal or undertaking and that they were relying
24 only on the magistrate letter. The online system still shows
25 the appeal as denied for that reason. I'm asking this court

1 to treat that denied notation as having no legal effect. To
2 recognize that my appeal and undertaking have been pending
3 without judicial review since April 24th and to now gradually
4 that I should have received then the stay of execution and
5 correction of the defective judgment and writ. Because the
6 statutory, the statutory state was never honored I'm asking the
7 court to enforce that stay now but have it any sale of
8 disposal of my mobile home and all or limit towing and storage
9 charges that exist only because of this unlawful. Your Honor
10 I find it very strange and illogical that if you appeal a
11 judge, and you go to a higher court that the same judge orders
12 you -- your appeal to be denied. Basically the magistrate and
13 the clerk admitted that on audio also and have a record proof
14 of everything I'm speaking, everything.

15 **THE COURT: That is the law, that if you don't have**
16 **it quickly post the bond by the magistrate's office then the**
17 **appeal is automatically ---**

18 MR. KODAIMATI: Well, I'm coming to it, Your Honor.
19 (Inaudible). Finally, because of the court is now hearing all
20 promotions together, I'm asking for preservation order to
21 protect evidence directly relevant to these process issues.
22 Specifically sheriff body cam footage from twenty - April 27th
23 and 29th. Sheriff dispatch logs. (Inaudible) records and the
24 recorded calls in the clerk's office. Would you have a copy --
25 you have a transcript Your Honor of both. The sheriff forgery

1 and as well as the three calls with the clerk. It's in a
2 file, but I have the original tapes you can listen and see.
3 Sheriff dispatch logs (inaudible) records and the recorded
4 calls with the clerk's office where staff acknowledged that no
5 judge, no judge and if you view my appeal and or tenant
6 undertaking before the eviction body cam footage is typically
7 overwritten every sixty to ninety days. No preservation. So
8 preservation time is critical. Your honor, I've done
9 everything the law required. Filed my answer, my appeal, my
10 tenants undertaking, and these motions I specifically ask the
11 court to set aside the default judgment as void squash the
12 writ as applied to 1746. Enforce the statutory stay and
13 protect my motor homes from sale or (inaudible) charges. I
14 also, the court to restore the status quo as nearly as
15 possible by ordering the return of my motor home and relief
16 from towing and storage charges that exist only because of
17 this unlawful execution and enter a preservation order, so the
18 evidence is not lost while this case is put back on trial.
19 Your Honor, I documented twenty-two violations of the law in -
20 - and I have put it in the table. If you can, I can give you
21 copies of it, but the -- it started no notice, no five day,
22 not even the notice for the court. Then a judgment exceeding
23 the demand, which is also illegal. Every step was done
24 breaking -- they broke the law twenty-two times in one case.

25 **THE COURT: All right, sir. Before that issue even**

1 comes before the court. Where did you post your \$600.00
2 a month since April ---

3 MR. KODAIMATI: It's in the undertaking. I can ---

4 THE COURT: Well you say this is -- this is not a
5 valid written (inaudible). This does not satisfy the bond
6 requirement by the magistrate -- set by the magistrate.

7 MR. KODAIMATI: No, not -- the magistrates have no
8 right to set the bond.

9 THE COURT: Yes, they do.

10 MR. KODAIMATI: Because ultimately it's your
11 decision.

12 THE COURT: You don't understand the law. I think
13 it's because you -- you don't have any legal trainings, or
14 you're not versed in the law. You don't know what the law is
15 and the law is that if they order an eviction you can stay
16 that eviction pending the appeal. Provided you post the bond
17 set by the magistrate. He set a bond of six hundred dollars
18 (\$600.00) a month starting April 14th. Now, the only way that
19 this appeal continues is if every month you have since April
20 14th, you have paid six hundred dollars (\$600.00) into the
21 court to be held in trust pending the appeal. Where have you
22 done that?

23 MR. KODAIMATI: Your honor this if you look at the
24 dates, this happened before even the payment was due. This
25 whole thing happened in 48 hours and before.

1 **THE COURT:** Listen to my question.

2 MR. KODAIMATI: Yes.

3 **THE COURT:** Show me your payment for April and for
4 May. Where have you posted?

5 MR. KODAIMATI: I was homeless in May to Your Honor.
6 Everything was gone. Everything executed. There was no -- I'm
7 not there. So what to make a payment on the place that I'm not
8 even there anymore. They forcibly evicted me in -- on the 29th
9 of April.

10 **THE COURT:** And that's what I'm telling you. You
11 don't understand the law. If you want to maintain this appeal,
12 you have to post that bond. That's the law. I can't change --
13 -

14 MR. KODAIMATI: After the fact that the damage has
15 done.

16 **THE COURT:** That's right. That's the law. That's
17 what the law says. All I can do -- I can't change the law. I
18 can't reverse the law. I can't grant you a special privilege.
19 That is what the law says and that is what I am bound to abide
20 by.

21 MR. KODAIMATI: May I refer to Your Honor to the
22 statue regarding the undertaking? The undertaking was filed on
23 April 24th at the time of the appeal. The undertaking clearly
24 state that it's not a matter of opinion of the court it's the
25 judiciary duty on 27-40-800(b)&(c).

1 **THE COURT:** If you're relying on this that says
2 **tenants undertaking. That is not a valid -- valid ---**

3 MR. KODAIMATI: That's not what the law said, Your
4 Honor. The law says otherwise. If you read 27-40-800(b) & (c)
5 statute, the undertaking required under that statute forces a
6 stay. Of course, and anybody can sign it, a judge,
7 magistrate, clerk, anybody, because it's forced in. And it is
8 -- and this is a really a violation. And it doesn't even --
9 it's not a matter of opinion of the court. It's a matter of
10 must be, once you have taken undertaking, then the stay was
11 automatic.

12 **THE COURT:** But sir, this isn't an undertaking. This
13 **is not a written undertaking. I've reviewed it. I've looked**
14 **at it. This is a promise by you to pay it. But that's not a**
15 **written undertaking.**

16 MR. KODAIMATI: That's what the actual statute had a
17 copy of that, Your Honor.

18 **THE COURT:** No, sir.

19 MR. KODAIMATI: So now the other from the beginning
20 of the case, your honor, as I stated, all these violations, no
21 notices, also eviction no 24-hours. I mean, we have -- you
22 can -- we have a dozen of problems that you can choose from to
23 -- to stay this and cancel -- and cancel the judgment. I also
24 have here, if you like to see Deputy Blakely's video. He's
25 admitting.

1 **THE COURT:** That's fine.

2 MR. KODAIMATI: He's admitting to forge and direct.
3 He's admitting that he didn't serve me. So I got evicted
4 without service, Your Honor.

5 **THE COURT:** All right, sir.

6 MR. KODAIMATI: So I'm just covering up right now
7 everything on the record, because should this case end up in a
8 higher court, then I need to make sure that I mentioned
9 everything in there and that I addressed every point and you
10 have a thick file. That's why I didn't want to burden you. I
11 have enough documents in here for every detail. I read every
12 statute, federal and state and correspondent, and the amount
13 of violations, any one of these violations, including awarding
14 somebody a judgment more than what he asked for. And in the
15 default case, in the default, because the other party is not
16 there to contest it, that's also voids the judgment.

17 **THE COURT:** All right. All right, sir. I'm going to
18 deny your motions due to the dismissal of the appeal for
19 failure to post the bond. Thank you.

20 MR. KODAIMATI: Your honor, I respect that. But I
21 disagree with you.

22 **THE COURT:** Well, and I understand.

23 MR. KODAIMATI: The undertaking is very clear, Your
24 Honor.

25 **THE COURT:** Well, then if I'm wrong, the Court of

1 Appeals will reverse me.

2 MR. KODAIMATI: Yes, your honor. Thank you for your
3 time. I appreciate it.

4 THE COURT: Yes, sir.

5 MR. KODAIMATI: Thank you.

6 THE COURT: Is there anything else coming before the
7 Court?

8 MR. ADAMCZYK: Your Honor?

9 THE COURT: Yes, sir.

10 MR. ADAMCZYK: Do you need anything from me, sir?

11 MR. ADAMCZYK: Nothing.

12 THE COURT: That's about it.

13 MR. KODAIMATI: Your honor, may I say something? All
14 the other ---

15

16

17

18

19

20

21

22

23

24

25

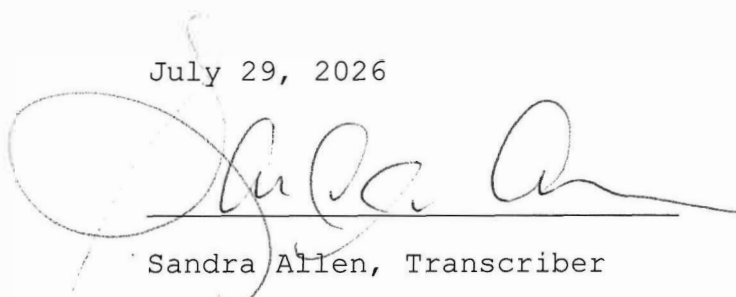
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

CERTIFICATE OF TRANSCRIBER

I, **SANDRA ALLEN**, a certified transcriber, do hereby certify that the foregoing is a true, accurate, and complete Transcript of Record of the proceedings had and evidenced introduced in the trial of the captioned case, relative to appeal, in the **Circuit Court, Georgetown County, South Carolina, on the 4th day of June 2026.**

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

July 29, 2026

A handwritten signature in cursive script, appearing to read 'Sandra Allen', is written over a horizontal line.

Sandra Allen, Transcriber